As filed with the Securities and Exchange Commission on July 3, 1997
Registration No. 333-

SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM S-4
REGISTRATION STATEMENT

UNDER
THE SECURITIES ACT OF 1933

RADIO ONE, INC.
RADIO ONE LICENSES, INC.

(EXACT NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER)

DELAWARE	4832	52-1166660
DELAWARE	4832	52-2037797
(State or other jurisdiction of incorporation or organization)	(Primary standard industrial classification code number)	(I.R.S. employer identification no.)

5900 PRINCESS GARDEN PARKWAY, 7TH FLOOR
LANHAM, MARYLAND 20706
TELEPHONE: (301) 306-1111
(ADDRESS, INCLUDING ZIP CODE, AND TELEPHONE NUMBER, INCLUDING AREA CODE, OF REGISTRANT'S PRINCIPAL EXECUTIVE OFFICES)

ALFRED C. LIGGINS, III
5900 PRINCESS GARDEN PARKWAY, 7TH FLOOR
LANHAM, MARYLAND 20706
TELEPHONE: (301) 306-1111
(NAME, ADDRESS, INCLUDING ZIP CODE, AND TELEPHONE NUMBER, INCLUDING AREA CODE, OF AGENT FOR SERVICE)

COPY TO:
RICHARD L. PERKAL
KIRKLAND & ELLIS
655 FIFTEENTH STREET, N.W., SUITE 1200
WASHINGTON, D.C. 20005
TELEPHONE: (202) 879-5000

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. -

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933 check the following box. [x]

CALCULATION OF REGISTRATION FEE

TITLE OF EACH CLASS OF SECURITIES TO BE REGISTERED	AMOUNT TO BE REGISTERED	PROPOSED MAXIMUM OFFERING PRICE PER NOTE(1)	PROPOSED MAXIMUM AGGREGATE OFFERING PRICE(1)	AMOUNT OF REGISTRATION FEE
Series B 12% Senior Subordinated Notes due 2004	$85,478,000	$1,000 principal amount	$ 85,478,000	$25,903
Guarantees of Series B 12% Senior Subordinated Notes due 2004	$85,478,000	(2)	(2)	None

(1) Estimated solely for purposes of calculating the registration fee pursuant to Rule 457(f).

(2) No further fee is payable pursuant to Rule 457(n).

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 of 1933 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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SUBJECT TO COMPLETION, DATED JULY 3, 1997

PROSPECTUS

RADIO ONE, INC.

[GRAPHIC OMITTED]

OFFER TO EXCHANGE ITS SERIES B 12% SENIOR SUBORDINATED NOTES DUE 2004 FOR ANY AND ALL OF ITS OUTSTANDING 12% SENIOR SUBORDINATED NOTES DUE 2004

THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON , 1997, UNLESS EXTENDED.

Radio One, Inc., a Delaware corporation (the "Company"), hereby offers (the "Exchange Offer"), upon the terms and conditions set forth in this Prospectus (the "Prospectus") and the accompanying Letter of Transmittal (the "Letter of Transmittal"), to exchange $1,000 principal amount of its Series B 12% Senior Subordinated Notes due 2004 (the "Exchange Notes"), registered under the Securities Act of 1933, as amended (the "Securities Act"), pursuant to a Registration Statement of which this prospectus is a part, for each $1,000 principal amount of its outstanding 12% Senior Subordinated Notes due 2004 (the "Notes"), of which $85,478,000 principal amount is outstanding. The form and terms of the Exchange Notes are the same as the form and terms of the Notes (which they replace) except that the Exchange Notes will bear a Series B designation and will have been registered under the Securities Act and, therefore, will not bear legends restricting their transfer and will not contain certain provisions relating to an increase in the interest rate which were included in the terms of the Notes in certain circumstances relating to the timing of the Exchange Offer. The Exchange Notes will evidence the same debt as the Notes (which they replace) and will be issued under and be entitled to the benefits of the Indenture dated as of May 15, 1997 among the Company, Radio One Licenses, Inc. and United States Trust Company of New York (the "Indenture") governing the Notes. See "The Exchange Offer" and "Description of Exchange Notes."

The Exchange Notes will be unsecured obligations of the Company and the payment of the principal of, premium (if any) and interest on the Exchange Notes will be subordinate in right of payment to the prior payment in full in cash of all Senior Debt (as defined) of the Company. The Exchange Notes will rank pari passu in right of payment with all senior subordinated indebtedness of the Company and senior in right of payment to all other subordinated indebtedness of the Company issued after the Exchange Offer. The Exchange Notes will be guaranteed to the maximum extent permitted by law, jointly and severally, and on an unsecured senior subordinated basis, by Radio One Licenses, Inc., a wholly owned subsidiary of the Company, and, subject to certain exceptions, all future subsidiaries of the Company (collectively, the "Subsidiary Guarantors"). After giving pro forma effect to the Transactions (as defined) as of March 30, 1997, the Company and the Subsidiary Guarantors would have had approximately $46,000 of Senior Debt outstanding.

The Company will accept for exchange any and all Notes validly tendered and not withdrawn prior to 5:00 p.m., New York City time, on , 1997, unless extended by the Company in its sole discretion (the "Expiration Date"). Tenders of Notes may be withdrawn at any time prior to 5:00 p.m. on the Expiration Date. The Exchange Offer is subject to certain customary conditions. The Notes were sold by the Company on May 19, 1997 to the Initial Purchasers (as defined) in a transaction not registered under the Securities Act in reliance upon an exemption under the Securities Act. The Initial Purchasers subsequently placed the Notes with qualified institutional buyers in reliance upon Rule 144A under the Securities Act and with a limited number of institutional accredited investors that agreed to comply with certain transfer restrictions and other conditions. Accordingly, the Notes may not be reoffered, resold or otherwise transferred in the United States unless registered under the Securities Act or unless an applicable exemption from the registration requirements of the Securities Act is available. The Exchange Notes are being offered hereunder in order to satisfy the obligations of the Company under the Registration Rights Agreement (as defined) entered into by the Company in connection with the offering of the Notes. See "The Exchange Offer."

Based on no-action letters issued by the staff of the Securities and Exchange Commission (the "Commission") to third parties, the Company believes the Exchange Notes issued pursuant to the Exchange Offer may be offered for resale, resold and otherwise transferred by any holder thereof (other than any such holder that is an "affiliate" of the Company within the meaning of Rule 405 under the Securities Act) without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that such Exchange Notes are acquired in the ordinary course of such holder's business and such holder has no arrangement or understanding with any person to participate in the distribution of such Exchange Notes. See "The Exchange Offer-Purpose and Effect of the Exchange Offer" and "The Exchange Offer-Resale of the Exchange Notes." Each broker-dealer (a "Participating 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 states that by so acknowledging and by delivering a prospectus, a Participating 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 Participating Broker-Dealer in connection with resales of Exchange Notes received in exchange for Notes where such Notes were acquired by such Participating Broker-Dealer as a result of market-making activities or other trading activities. The Company has agreed that, for a period of 180 days after the Expiration Date, it will make this Prospectus available to any Participating Broker-Dealer for use in connection with any such resale. See "Plan of

Distribution."

Holders of Notes not tendered and accepted in the Exchange Offer will continue to hold such Notes and will be entitled to all the rights and benefits and will be subject to the limitations applicable thereto under the Indenture and with respect to transfer under the Securities Act. The Company will pay all the expenses incurred by it incident to the Exchange Offer. See "The Exchange Offer."

SEE "RISK FACTORS" BEGINNING ON PAGE 17 FOR A DESCRIPTION OF CERTAIN RISKS TO BE CONSIDERED BY HOLDERS WHO TENDER THEIR NOTES IN THE EXCHANGE OFFER.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The date of this Prospectus is , 1997

[Information contained herein is subject to completion or amendment. A registration statement relating to these securities has been filed with the Securities and Exchange Commission. These securities may not be sold nor may offers to buy be accepted prior to the time the registration statement becomes effective. This prospectus shall not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any State in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such State.]

[PICTURES]

There has not previously been any public market for the Notes or the Exchange Notes. The Company does not intend to list the Exchange Notes on any securities exchange or to seek approval for quotation through any automated quotation system. There can be no assurance that an active market for the Exchange Notes will develop. See "Risk Factors-Absence of a Public Market." Moreover, to the extent that Notes are tendered and accepted in the Exchange Offer, the trading market for untendered and tendered but unaccepted Notes could be adversely affected.

The Exchange Notes will be available initially only in book-entry form. The Company expects that the Exchange Notes issued pursuant to this Exchange Offer will be issued in the form of a Global Certificate (as defined), which will be deposited with, or on behalf of, The Depository Trust Company ("DTC" or the "Depositary") and registered in its name or in the name of Cede & Co., its nominee. Beneficial interests in the Global Certificate representing the Exchange Notes will be shown on, and transfers thereof to qualified institutional buyers will be effected through, records maintained by the Depositary and its participants. After the initial issuance of the Global Certificate, Exchange Notes in certified form will be issued in exchange for the Global Certificate only on the terms set forth in the Indenture. See "Description of Exchange Notes-Book-Entry, Delivery and Form."

AVAILABLE INFORMATION

The Company has filed with the Commission a Registration Statement on Form S-4 (the "Exchange Offer Registration Statement," which term shall encompass all amendments, exhibits, annexes and schedules thereto) pursuant to the Securities Act, and the rules and regulations promulgated thereunder, covering the Exchange Notes being offered hereby. This Prospectus does not contain all the information set forth in the Exchange Offer Registration Statement. For further information with respect to the Company and the Exchange Offer, reference is made to the Exchange Offer Registration Statement. Statements made in this Prospectus as to the contents of any contract, agreement or other document referred to are not necessarily complete. With respect to each such contract, agreement or other document filed as an exhibit to the Exchange Offer Registration Statement, reference is made to the exhibit for a more complete description of the document or matter involved, and each such statement shall be deemed qualified in its entirety by such reference. The Exchange Offer Registration Statement, including the exhibits thereto, can be inspected and copied at the public reference facilities maintained by the Commission at Room 1024, 450 Fifth Street, N.W., Washington, D.C. 20549, at the Regional Offices of the Commission at 75 Park Place, New York, New York 10007 and at Northwestern Atrium Center, 500 West Madison Street, Suite 1400, Chicago, Illinois 60661. Copies of such materials can be obtained from the Public Reference Section of the Commission at 450 Fifth Street, N.W., Washington, D.C. 20549, at prescribed rates. Additionally, the Commission maintains a web site (http://www.sec.gov) that contains reports, proxy and information statements and other information regarding registrants that file electronically with the Commission, including the Company.

As a result of the filing of the Exchange Offer Registration Statement with the Commission, the Company will become subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and in accordance therewith will be required to file periodic reports and other information with the Commission. The obligation of the Company to file periodic reports and other information with the Commission will be suspended if the Exchange Notes are held of record by fewer than 300 holders as of the beginning of any fiscal year of the Company other than the fiscal year in which the Exchange Offer Registration Statement is declared effective. The Company will nevertheless be required to continue to file reports with the Commission if the Exchange Notes are listed on a national securities exchange. In the event the Company ceases to be subject to the informational requirements of the Exchange Act, the Company will be required under the Indenture to continue to file with the Commission the annual reports, information, documents or other reports which would be required pursuant to the informational requirements of the Exchange Act. Under the Indenture, the Company shall provide the Trustee and the holders of the Exchange Notes with such reports, information, and documents at the times specified for filing under the Exchange Act. The Company will also furnish such other reports as may be required by law.

DISCLOSURE REGARDING FORWARD-LOOKING STATEMENTS

THIS PROSPECTUS INCLUDES "FORWARD-LOOKING STATEMENTS" WITHIN THE MEANING OF SECTION 27A OF THE SECURITIES ACT AND SECTION 21E OF THE EXCHANGE ACT. ALL STATEMENTS OTHER THAN STATEMENTS OF HISTORICAL FACTS INCLUDED IN THIS PROSPECTUS, INCLUDING WITHOUT LIMITATION, CERTAIN STATEMENTS UNDER THE HEADINGS "PROSPECTUS SUMMARY," "MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS," "BUSINESS" AND "THE TRANSACTIONS-ACQUISITIONS" AND LOCATED ELSEWHERE HEREIN REGARDING THE COMPANY'S FINANCIAL POSITION AND BUSINESS STRATEGY, MAY CONSTITUTE FORWARD-LOOKING STATEMENTS. ALTHOUGH THE COMPANY BELIEVES THAT THE EXPECTATIONS REFLECTED IN SUCH FORWARD-LOOKING STATEMENTS ARE REASONABLE, IT CAN GIVE NO ASSURANCE THAT SUCH EXPECTATIONS WILL PROVE TO HAVE BEEN CORRECT. IMPORTANT FACTORS THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM THE COMPANY'S EXPECTATIONS ("CAUTIONARY STATEMENTS") ARE DISCLOSED IN THIS PROSPECTUS, INCLUDING WITHOUT LIMITATION IN CONJUNCTION WITH THE FORWARD-LOOKING STATEMENTS INCLUDED IN THIS PROSPECTUS AND UNDER "RISK FACTORS." ALL SUBSEQUENT WRITTEN AND ORAL FORWARD-LOOKING STATEMENTS ATTRIBUTABLE TO THE COMPANY OR PERSONS ACTING ON ITS BEHALF ARE EXPRESSLY QUALIFIED IN THEIR ENTIRETY BY THE CAUTIONARY STATEMENTS.

PROSPECTUS SUMMARY

The following summary is qualified in its entirety by, and should be read in conjunction with, the more detailed information and the Consolidated Financial Statements of the Company included elsewhere in this Prospectus. Unless the context otherwise requires, references in this Prospectus to the "Company" and "Radio One" refer to Radio One, Inc., a Delaware corporation, and Radio One Licenses, Inc., a Delaware corporation and a wholly owned subsidiary of the Company (the "License Company"), and their respective predecessors. See "Market and Industry Data" for a description of the sources of information regarding population data and market and industry data included in this Prospectus.

THE COMPANY

Radio One, founded in 1980, is the largest radio broadcasting company in the United States exclusively targeting African-Americans. The Company is currently negotiating the acquisition of WYCB-AM pursuant to a non-binding amended letter of intent (the "DC Acquisition"). WYCB-AM is currently the top-rated Gospel radio station in Washington, D.C. After giving effect to the DC Acquisition, the Company will own and operate a total of nine radio stations (five FM and four AM) in three of the top-15 African-American markets. The Company seeks to expand within its existing markets and into new, primarily top-30 African-American markets. The Company believes that the African-American community is an attractive target market for radio broadcasters and that the Company has a competitive advantage serving this target market due in part to its African-American ownership and its active involvement in the African-American community.

After giving effect to the DC Acquisition, the Company will own and operate four radio stations in Washington, D.C., the third largest African-American market with an MSA (as defined) population of approximately 4.2 million in 1995 (approximately 27.4% of which was African-American), and four radio stations in Baltimore, the eleventh largest African-American market with an MSA population of approximately 2.5 million in 1995 (approximately 26.0% of which was African-American). The Company has recently entered the Philadelphia market pursuant to the acquisition of WPHI-FM (formerly WDRE-FM) (the "Philadelphia Acquisition," and together with the DC Acquisition, the "Acquisitions"), the sixth largest African-American market with an MSA population of approximately 4.9 million in 1995 (approximately 19.9% of which was African-American). On a pro forma basis after giving effect to the Acquisitions and the other Transactions (as defined), the Company would have had net broadcast revenues, broadcast cash flow and EBITDA of approximately $28.0 million, $11.3 million, and $9.5 million, respectively, for the fiscal year ended December 31, 1996 and approximately $6.2 million, $1.7 million and $1.1 million, respectively, for the three months ended March 30, 1997. See "Pro Forma Consolidated Financial Data."

The Company believes that operating radio stations targeting the African-American population presents significant growth opportunities for the following reasons:

- Rapid Population Growth. According to data compiled by the U.S. Department of Commerce, Bureau of the Census (the "Census Bureau"), from 1980 to 1995, the African- American population increased from approximately 26.7 million to 33.1 million (a 24.0% increase, compared to a 16.0% increase in the population as a whole). Furthermore, the African-American population is expected to exceed 40 million by 2010 (a more than 20% increase from 1995, compared to an expected increase of 13% for the population as a whole).

- Higher Income Growth. According to data compiled by the Census Bureau, from 1980 to 1995, the rate of increase in median household income in 1995 adjusted dollars for African-Americans was approximately 12.3% compared to 3.9% for the population as a whole.

- Concentrated Presence in Urban Markets. Approximately 58% of the African-American population is located in the top-30 African-American markets, and the Company believes that the African-American community is usually geographically concentrated in such markets. This con- centration of African-Americans may enable the Company to reach a large portion of its target population with radio stations that may have less powerful signals, thus potentially lowering the Company's acquisition and operating costs.

- Fewer Signals Required. The Company believes the current industry trend is for radio broadcasters to acquire the maximum number of radio stations allowed in a market under Federal Communications Commission ("FCC") ownership rules (up to eight radio stations in the largest markets with no more than five being FM or AM), unless restricted by other regulatory authorities. However, relative to radio broadcasters targeting a broader audience, the Company believes it can cover the various segments of its target niche market with fewer programming formats and therefore fewer radio station signals than the maximum allowed.

- Strong Audience Listenership and Loyalty. Based upon reports by Arbitron (as defined) the Company believes that as a group, African-Americans generally spend more time listening to radio than non-African-American audiences. For example, during 1996, African-Americans among all persons 12-years-old and older ("12-plus" or the "12-plus market") in the ten largest 12-plus markets listened to radio broadcasts an average of 27.2 hours per week compared to 22.9 hours per week for non-African-Americans in such markets. In addition, the Company believes African-American radio listeners exhibit a greater degree of loyalty to radio stations which target the African-American community because those radio stations become a valuable source of entertainment and information consistent with the community's interests and lifestyles. As a result, the Company believes that its target demographic group provides greater audience ratings stability than that of other demographic groups.

- Cost Effective for Advertisers. The Company believes that advertisers can reach the African- American community more cost effectively through radio broadcasting than through newspapers or television because the Company's radio broadcasts specifically target the African-American community while newspapers and television typically target a much more diverse audience.

Radio One is led by its Chairperson, Ms. Catherine L. Hughes, who is one of the Company's founders, and her son, Mr. Alfred C. Liggins, III, its Chief Executive Officer and President, who together have over three decades of operating experience in radio broadcasting. Ms. Hughes and Mr. Liggins, together with a strong management team, have implemented a successful strategy of acquiring and turning around underperforming radio stations in top-30 African-American markets. In both Baltimore and Washington, D.C., the Company has increased audience share at each radio station it has acquired. For all of 1996, the Company's radio stations, on a combined basis, were ranked first in combined audience share of radio stations targeting African-Americans in both Baltimore and Washington, D.C. and were ranked first and second in combined revenue share of radio stations targeting African-Americans in Baltimore and Washington, D.C., respectively. The Company believes that it is well-positioned to apply its successful operating strategy to other radio stations in existing and new markets as attractive acquisition opportunities arise.

The following table sets forth certain information with respect to Radio One and its markets:*

	PRO FORMA COMPANY DATA							MARKET DATA
	NUMBER OF STATIONS		AFRICAN-AMERICAN MARKET		ENTIRE MARKET			RANKING BY SIZE OF AFRICAN-AMERICAN
MARKET	FM	AM	AUDIENCE RANK	REVENUE RANK	AUDIENCE SHARE	REVENUE SHARE	RADIO REVENUE	POPULATION
Washington, D.C.	2	2	1	2	11.4%	9.2%	$187.9	3
Baltimore	2	2	1	1	13.3%	12.5%	86.8	11
Philadelphia	1	-	NM	NM	1.9%	1.2%	203.8	6

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* Table assumes the consummation of the DC Acquisition and summarizes more detailed information provided under "Business- General." "NM" means not meaningful. Radio revenue for markets is in millions of dollars.

Historically, the financing for the Company's operations and expansion has been provided by certain venture capital firms, several of which have made multiple investments in the Company, including investments in the Company's Senior Preferred Stock (as defined). As a result of warrants received in connection with these investments, these venture capital firms currently have the right to acquire approximately 51.5% of the Company's Common Stock (as defined), subject to FCC approval. Two of the largest investors in the Company, Syncom Capital Corporation ("Syncom") and Alta Subordinated Debt Partners III, L.P. ("Alta"), an entity controlled by Burr, Egan, Deleage & Co., have significant experience investing in radio broadcasting companies. As of March 15, 1997, Syncom and Alta had the right to collectively acquire approximately 23% of the Company's Common Stock and hold collectively approximately 41% of the Company's Senior Preferred Stock. See "Principal Stockholders" and "Description of Capital Stock."

OPERATING STRATEGY

In order to maximize broadcast cash flow at each of its radio stations, the Company strives to create and operate the leading radio station group, in terms of audience share, serving the African-American community and to effectively convert these audience share ratings into advertising revenue while controlling the costs associated with each radio station's operations. The success of the Company's strategy relies on the following: (i) market research, targeted programming and marketing; (ii) significant community involvement; (iii) aggressive sales efforts; (iv) advertising partnerships and special events; (v) strong management and performance-based incentives; and (vi) radio station clustering, programming segmentation and sales bundling.

ACQUISITION STRATEGY

Radio One's primary acquisition strategy is to acquire and turn around underperforming radio stations in the top-30 African-American markets. The Company considers acquisitions in existing markets where expanded coverage is desirable and considers acquisitions in new markets where the Company believes it is advantageous to establish a presence. In analyzing potential acquisition candidates, the Company generally considers (i) whether the radio station has a signal adequate to reach a large percentage of the African-American community in a market, (ii) whether the Company can reformat or improve the radio station's programming in order to profitably serve the African-American community, (iii) whether the radio station affords the Company the opportunity to segment program formats within a market in which the Company already maintains a presence, (iv) whether the Company can increase broadcast revenues of the radio station through aggressive marketing, sales and promotions, (v) the price and terms of the purchase, (vi) the level of performance that can be expected from the radio station under the Company's management and (vii) the number of competitive radio stations in the market.

The Company believes that large segments of the African-American population in its target markets are often concentrated in certain geographic sections of such markets. The Company further believes that this geographic concentration may provide it with an opportunity to acquire less expensive radio stations with less powerful signals without materially diminishing the Company's coverage of the African-American community. As a result, the Company believes it can have a competitive advantage in securing a substantial share of the radio revenue at a potentially lower acquisition cost per listener than radio stations targeting other demographic groups.

THE TRANSACTIONS

The "Transactions" refer collectively to the offering of the Notes (the "Notes Offering"), the Philadelphia Acquisition, the DC Acquisition, the Existing Notes Exchange (as defined) and the Related Adjustments. See "The Transactions." The "Related Adjustments" consist of (i) the Company's move to the Lanham Offices (as defined) and the net saving related thereto, and (ii) the elimination of certain station expenses which are not expected to recur after the consummation of the Acquisitions. See "Pro Forma Consolidated Financial Data."

THE NOTES OFFERING

NOTES.....	The Notes were sold by the Company on May 19, 1997 to Credit Suisse First Boston Corporation and NationsBanc Capital Markets, Inc. (the "Initial Purchasers") pursuant to a Purchase Agreement dated as of May 14, 1997 (the "Purchase Agreement"). The Initial Purchasers subsequently resold the Notes to qualified institutional buyers pursuant to Rule 144A under the Securities Act and to a limited number of institutional accredited investors that agreed to comply with certain transfer restrictions and other conditions.
REGISTRATION RIGHTS AGREEMENT	Pursuant to the Purchase Agreement, the Company, the License Company and the Initial Purchasers entered into a Registration Rights Agreement dated as of May 14, 1997 (the "Registration Rights Agreement"), which grants the holder of the Notes certain exchange and registration rights. The Exchange Offer is intended to satisfy such exchange rights which terminate upon the consummation of the Exchange Offer.

THE EXCHANGE OFFER

SECURITIES OFFERED	$85,478,000 aggregate principal amount of Series B 12% Senior Subordinated Notes due 2004 (the "Exchange Notes").
THE EXCHANGE OFFER.....	$1,000 principal amount of Exchange Notes in exchange for each $1,000 principal amount of Notes. As of the date hereof, $85,478,000 aggregate principal amount of Notes are outstanding. The Company will issue the Exchange Notes to holders on or promptly after the Expiration Date. Based on an interpretation by the staff of the Commission set forth in no-action letters issued to third parties, the Company believes that Exchange Notes issued pursuant to the Exchange Offer in exchange for Notes may be offered for resale, resold and otherwise transferred by any holder thereof (other than any such holder which is an "affiliate" of the Company within

	the meaning of Rule 405 under the Securities Act) without compliance with the registration and prospectus delivery provisions of the Securi- ties Act, provided that such Exchange Notes are acquired in the ordinary course of such holder's business and that such holder does not intend to participate and has no arrangement or understanding with any person to participate in the distribution of such Exchange Notes. Each Participating 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 states that by so acknowledging and by delivering a prospectus, a Participating 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 Participating Broker-Dealer in connection with resales of Exchange Notes received in exchange for Notes where such Notes were acquired by such Participating Broker-Dealer as a result of market-making activities or other trading activities. The Company has agreed that, for a period of 180 days after the Expiration Date, it will make this Prospectus available to any Participating Broker-Dealer for use in connection with any such resale. See "Plan of Distribution." Any holder who tenders in the Exchange Offer with the intention to participate, or for the purpose of participating, in a distribution of the Exchange Notes could not rely on the position of the staff of the Commission enunciated in no-action letters and, in the absence of an exemption therefrom, must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction. Failure to comply with such requirements in such instance may result in such holder incurring liability under the Securities Act for which the holder is not indemnified by the Company.
EXPIRATION DATE	5:00 p.m., New York City time, on , 1997 unless the Exchange Offer is extended by the Company in its sole discretion, in which case the term "Expiration Date" means the latest date and time to which the Exchange Offer is extended.
ACCRUED INTEREST ON THE EXCHANGE NOTES AND THE NOTES	Each Exchange Note will bear interest from its issuance date. Holders of Notes that are accepted for exchange will receive, in cash, accrued interest thereon to, but not including, the issuance date of the Exchange Notes. Such interest will be paid with the first interest payment on the Exchange Notes. Interest on the Notes accepted for exchange will cease to accrue upon issuance of the Exchange Notes.
CONDITIONS TO THE EXCHANGE OFFER	The Exchange Offer is subject to certain customary conditions, which may be waived by the Company. See "The Exchange Offer-Conditions."

PROCEDURES FOR TENDERING NOTES	Each holder of Notes wishing to accept the Exchange Offer must complete, sign and date the accompanying Letter of Transmittal, or a facsimile thereof or transmit an Agent's Message (as defined) in connection with a book-entry transfer, in accordance with the instructions contained herein and therein, and mail or otherwise deliver such Letter of Transmittal, or such facsimile or such Agent's Message, together with the Notes and any other required documentation to the Exchange Agent (as defined) at the address set forth herein. By executing the Letter of Transmittal (or facsimile thereof) or Agent's Message, each holder will represent to the Company that, among other things, the Exchange Notes acquired pursuant to the Exchange Offer are being obtained in the ordinary course of business of the person receiving such Exchange Notes, whether or not such person is the holder, that neither the holder nor any such other person has any arrangement or understanding with any person to participate in the distribution of such Exchange Notes and that neither the holder nor any such other person is an "affiliate," as defined under Rule 405 of the Securities Act, of the Company. See "The Exchange Offer- Purpose and Effect of the Exchange Offer" and "-Procedures for Tendering."
UNTENDERED NOTES.....	Following the consummation of the Exchange Offer, holders of Notes eligible to participate but who do not tender their Notes will not have any further exchange rights and such Notes will continue to be subject to certain restrictions on transfer. Accordingly, the liquidity of the market for such Notes could be adversely affected.
CONSEQUENCES OF FAILURE TO EXCHANGE	The Notes that are eligible but not exchanged pursuant to the Exchange Offer will remain restricted securities. Accordingly, such Notes may be resold only (i) to the Company, (ii) pursuant to Rule 144A or Rule 144 under the Securities Act or pursuant to some other exemption under the Securities Act, (iii) outside the United States to a foreign person pursuant to the requirements of Rule 904 under the Securities Act, or (iv) pursuant to an effective registration statement under the Securities Act. See "The Exchange Offer- Consequences of Failure to Exchange."
SHELF REGISTRATION STATEMENT...	If any holder of the Notes (other than any such holder which is an "affiliate" of the Company within the meaning of Rule 405 under the Securities Act) is not eligible under applicable securities laws to participate in the Exchange Offer, and such holder has provided information regarding such holder and the distribution of such holder's Notes to the Company for use therein, the Company has agreed to register the Notes on a shelf registration statement (the "Shelf Registration Statement") and use its best efforts to cause it to be declared effective by the Commission as promptly as practical on or after the consummation of the Exchange Offer. The Company has agreed to maintain the effectiveness of the Shelf Registration Statement for, under certain circumstances, a maximum of three years, to cover resales of the Notes held by any such holders.

SPECIAL PROCEDURES FOR BENEFICIAL OWNERS	Any beneficial owner whose Notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee and who wishes to tender should contact such registered holder promptly and instruct such registered holder to tender on such beneficial owner's behalf. If such beneficial owner wishes to tender on such owner's own behalf, such owner must, prior to completing and executing the Letter of Transmittal and delivering its Notes, either make appropriate arrangements to register ownership of the Notes in such owner's name or obtain a properly completed bond power from the registered holder. The transfer of registered ownership may take considerable time. The Company will keep the Exchange Offer open for not less than twenty days in order to provide for the transfer of registered ownership.
GUARANTEED DELIVERY PROCEDURES.....	Holders of Notes who wish to tender their Notes and whose Notes are not immediately available or who cannot deliver their Notes, the Letter of Transmittal or any other documents required by the Letter of Transmittal to the Exchange Agent (or comply with the procedures for book-entry transfer) prior to the Expiration Date must tender their Notes according to the guaranteed delivery procedures set forth in "The Exchange Offer- Guaranteed Delivery Procedures."
WITHDRAWAL RIGHTS	Tenders may be withdrawn at any time prior to 5:00 p.m., New York City time, on the Expiration Date.
ACCEPTANCE OF NOTES AND DELIVERY OF EXCHANGE NOTES.....	The Company will accept for exchange any and all Notes which are properly tendered in the Exchange Offer prior to 5:00 p.m., New York City time, on the Expiration Date. The Exchange Notes issued pursuant to the Exchange Offer will be delivered promptly following the Expiration Date. See "The Exchange Offer- Terms of the Exchange Offer."
FEDERAL INCOME TAX CONSEQUENCES	The exchange pursuant to the Exchange Offer should not be a taxable event for Federal income tax purposes. See "Certain Federal Tax Consequences."
USE OF PROCEEDS.....	There will be no cash proceeds to the Company from the exchange pursuant to the Exchange Offer.
EXCHANGE AGENT.....	United States Trust Company of New York.

THE EXCHANGE NOTES

GENERAL	The form and terms of the Exchange Notes are the same as the form and terms of the Notes (which they replace) except that (i) the Exchange Notes bear a Series B designation, (ii) the Exchange Notes have been registered under the Securities Act and, therefore, will not bear legends restricting the transfer thereof, and (iii) the holders of Exchange Notes will not be entitled to certain rights under the Registration Rights Agreement, including the provisions providing for an increase in the

	interest rate on the Notes in certain circumstances relating to the timing of the Exchange Offer, which rights will terminate when the Exchange Offer is consummated. See "The Exchange Offer-Purpose and Effect of the Exchange Offer." The Exchange Notes will evidence the same debt as the Notes and will be entitled to the benefits of the Indenture. See "Description of Exchange Notes." The Notes and the Exchange Notes are referred to herein collectively as the "Senior Subordinated Notes."
SECURITIES OFFERED	$85,478,000 aggregate principal amount of Series B 12% Senior Subordinated Notes due 2004 of the Company.
MATURITY DATE	May 15, 2004
INTEREST.....	Cash interest on the Exchange Notes will accrue at a rate of 7% per annum on the principal amount of the Exchange Notes through and including May 15, 2000, and at a rate of 12% per annum on the principal amount of the Exchange Notes after such date. Cash interest will be payable semi-annually on May 15 and November 15 of each year, commencing November 15, 1997.
OPTIONAL REDEMPTION.....	The Exchange Notes are redeemable at any time and from time to time at the option of the Company, in whole or in part, on or after May 15, 2001, at the redemption prices set forth herein plus accrued and unpaid interest to the date of redemption. In addition, on or prior to May 15, 2000, the Company may redeem, at its option, up to 25% of the aggregate original principal amount of the Exchange Notes with the net proceeds of one or more Public Equity Offerings (as defined) at 112% of the Accreted Value (as defined) thereof, together with accrued and unpaid interest, if any, to the date of redemption, as long as at least $64,109,000 of the aggregate principal amount of the Exchange Notes remains outstanding after each such redemption. See "Description of Exchange Notes-Optional Redemption."
CHANGE OF CONTROL	Upon a Change of Control (as defined), the Company will be required to offer to repurchase the Exchange Notes at 101% of the Accreted Value thereof plus accrued and unpaid interest, if any, to the date of repurchase. See "Risk Factors-Leverage and Debt Service; Refinancing Required" and "Description of Exchange Notes-Certain Covenants-Change of Control."
RANKING AND GUARANTEES ..	The Exchange Notes will be unsecured obligations of the Company and the payment of the principal of, premium (if any) and interest on the Exchange Notes will be subordinate in right of payment to the prior payment in full in cash of all Senior Debt (as defined) of the Company. The Exchange Notes will rank pari passu in right of payment with all senior subordinated indebtedness of the Company and senior in right of payment to all other subordinated indebtedness of the Company issued after this Offering. The Exchange Notes will be guaranteed (the "Subsidiary Guarantees") to the maximum extent permitted by law, jointly and severally, on an unsecured senior subordinated basis, by the License Company (as defined) and, subject to certain exceptions, all future Restricted Subsidiaries (as de-

	fined) (collectively, the "Subsidiary Guarantors"). See "Description of Exchange Notes- Guarantees." The Subsidiary Guarantees will be subordinated to all existing and future Senior Debt of such Subsidiary Guarantors, including any guarantees of Senior Debt. After giving pro forma effect to the Transactions as of December 31, 1996, the Company and the Subsidiary Guarantors would have had approximately $46,000 of Senior Debt outstanding. The indenture governing the Exchange Notes (the "Indenture") will permit the Company to incur additional Senior Debt (subject to certain limitations) but will prohibit the Company from incurring additional Indebtedness (as defined) that is senior to the Exchange Notes and subordinated to any Senior Debt. See "Description of Exchange Notes - Subordination."
MODIFICATION OF THE INDENTURE	The Company and the Trustee, with the consent of the holders of a majority in aggregate principal amount of the outstanding Senior Subordinated Notes, may amend the Indenture; provided, however, that consent is required from the holder of each such Senior Subordinated Note affected thereby in instances such as reductions in the amount or changes in the timing of interest payments, or reductions in the principal and changes in the maturity of the Senior Subordinated Notes. See "Description of Exchange Notes - Modification and Waiver."
EVENTS OF DEFAULT	An Event of Default (as defined) occurs under the Indenture in instances such as the failure to pay principal when due, the failure to pay any interest within 30 days of when such interest is due and payable, the failure to perform or comply with various covenants under the Indenture or the default under the terms of certain other indebtedness of the Company. See "Description of Exchange Notes - Events of Default."
RESTRICTIVE COVENANTS...	The Indenture contains certain restrictive covenants with respect to the Company and its Restricted Subsidiaries (as defined), including limitations on (a) the sale of assets, including the equity interests of the Company's Restricted Subsidiaries, (b) asset swaps, (c) the payment of Restricted Payments (as defined), (d) the incurrence of indebtedness and issuance of preferred stock by the Company or its Restricted Subsidiaries, (e) the issuance of Equity Interests (as defined) by a Restricted Subsidiary, (f) the payment of dividends on the capital stock of the Company and the purchase, redemption or retirement of the capital stock or subordinated indebtedness of the Company, (g) certain transactions with affiliates, (h) the incurrence of senior subordinated debt (i) certain consolidations and mergers. The Indenture also prohibits certain restrictions on distributions from Restricted Subsidiaries. All of these limitations and prohibitions, however, are subject to a number of important qualifications. See "Description of Exchange Notes-Certain Covenants."

TRUSTEE	United States Trust Company of New York. Except during the continuance of an Event of Default, the Trustee will perform only such duties as are specifically set forth in the Indenture. If an Event of Default occurs and is continuing, the Trustee or the holders of at least 25% in principal amount of the outstanding Senior Subordinated Notes may declare the Accreted Value of and accrued but unpaid interest, if any, on all the Exchange Notes to be due and payable.

For additional information regarding the Exchange Notes, see "Description of Exchange Notes."

RISK FACTORS

Holders of the Notes should carefully consider the specific matters set forth under "Risk Factors" as well as the other information and data included in this Prospectus prior to tendering their Notes in the Exchange Offer.

SUMMARY HISTORICAL AND PRO FORMA CONSOLIDATED FINANCIAL DATA

The following table contains summary historical and pro forma consolidated financial information with respect to the Company. The summary historical consolidated financial data has been derived from the historical consolidated financial statements of the Company, including the Consolidated Financial Statements of the Company for the three fiscal years ended December 31, 1996 included elsewhere in this Prospectus, which have been audited by Arthur Andersen LLP, independent public accountants. The consolidated financial data for the three months ended March 31, 1996 and March 30, 1997 have been derived from unaudited consolidated financial statements of the Company which, in the opinion of management, include all adjustments (consisting of normal recurring adjustments) necessary for a fair presentation of the financial condition and results of operations of the Company. The summary pro forma financial information has been derived from the pro forma financial information set forth under "Pro Forma Consolidated Financial Data" and gives pro forma effect to the Transactions, including the Notes Offering, the Philadelphia Acquisition, the DC Acquisition, the Existing Notes Exchange and the Related Adjustments for the fiscal year ended December 31, 1996 and the three months ended March 30, 1997. The summary historical and pro forma consolidated financial information should be read in conjunction with "Management's Discussion and Analysis of Results of Operations and Financial Condition," "Pro Forma Consolidated Financial Data" and the Consolidated Financial Statements of the Company included elsewhere in this Prospectus. The summary pro forma consolidated financial information does not purport to represent what the Company's results of operations or financial condition would actually have been had the Transactions occurred on the dates indicated therein or to project the Company's results of operations or financial condition for any future period or date.

	HISTORICAL(a)						
	FISCAL YEAR ENDED					THREE MONTHS ENDED	
	DEC. 27, 1992	DEC. 26, 1993	DEC. 25, 1994	DEC. 31, 1995	DEC. 31, 1996	MAR. 31, 1996	MAR. 30, 1997(b)
	(DOLLARS IN THOUSANDS)					(UNAUDITED)	
STATEMENT OF OPERATIONS:							
Net broadcast revenues(b), (c)	$ 10,833	$ 11,638	$ 15,541	$ 21,455	$ 23,702	$ 4,670	$ 5,533
Station operating expenses	6,036	6,972	8,506	11,736	13,927	3,275	3,975
Corporate expenses(b), (d)	553	683	1,128	1,995	1,793	346	695
Depreciation and amortization	2,299	1,756	2,027	3,912	4,262	1,183	1,079
Operating income (loss)	1,945	2,227	3,880	3,812	3,720	(134)	(216)
Interest expense(e)	1,890	1,983	2,665	5,289	7,252	1,792	1,765
Other (income) expenses, net	(72)	-	(38)	(89)	77	-	(21)
Income tax expense(f)	-	92	30	-	-	-	-
Net income (loss) before extraordinary item	127	152	1,223	(1,388)	(3,609)	(1,926)	(1,960)
Extraordinary loss	-	138	-	468	-	-	-
Net income (loss)	$ 127	$ 14	$ 1,223	$ (1,856)	$ (3,609)	$ (1,926)	$ (1,960)
OTHER DATA:							
Broadcast cash flow(g)	$ 4,797	$ 4,666	$ 7,035	$ 9,719	$ 9,775	$ 1,395	$ 1,558
Broadcast cash flow margin(h)	44.3%	40.1%	45.3%	45.3%	41.2%	29.9%	28.2%
EBITDA(i)	$ 4,244	$ 3,983	$ 5,907	$ 7,724	$ 7,982	$ 1,049	$ 863
Cash interest(j)	1,909	1,946	2,356	5,103	4,815	1,142	695
Capital expenditures(k)	708	212	639	224	251	46	119
Ratio of earnings to fixed charges(l)	1.1x	1.1x	1.5x	-	-	-	-
Ratio of total debt to EBITDA(m)							
Ratio of EBITDA to interest expense							
Ratio of EBITDA to cash interest							
BALANCE SHEET DATA (AT PERIOD END):							
Cash and cash equivalents					$ 1,708	$ 4,254	$ 3,293
Working capital(n)					6,404	5,370	6,253
Intangible assets, net					39,358	42,426	38,401
Total assets					51,777	54,849	51,481
Debt, including current portion and deferred interest(l)					64,939	62,503	65,600
Senior Preferred Stock					-	-	-
Total stockholders' equity (deficit)					(15,003)	(11,191)	(16,963)

	PRO FORMA FISCAL YEAR ENDED DEC. 31, 1996	PRO FORMA THREE MONTHS ENDED MAR. 30, 1997
STATEMENT OF OPERATIONS:		
Net broadcast revenues(b), (c)	$ 27,974	$ 6,153
Station operating expenses	16,737	4,481
Corporate expenses(b), (d)	1,793	588
Depreciation and amortization	7,682	1,941
Operating income (loss)	1,762	(857)
Interest expense(e)	9,615	2,397
Other (income) expenses, net	(48)	(21)
Income tax expense(f)	-	-
Net income (loss) before extraordinary item	(7,805)	(3,233)
Extraordinary loss	-	-
Net income (loss)	$ (7,805)	$ (3,233)
OTHER DATA:		
Broadcast cash flow(g)	$ 11,237	$ 1,672
Broadcast cash flow margin(h)	40.2%	27.2%
EBITDA(i)	$ 9,444	$ 1,084
Cash interest(j)	5,983	1,496
Capital expenditures(k)	1,551	1,419
Ratio of earnings to fixed charges(l)	-	-
Ratio of total debt to EBITDA(m)	7.9x	
Ratio of EBITDA to interest expense	1.0x	
Ratio of EBITDA to cash interest	1.6x	
BALANCE SHEET DATA (AT PERIOD END):		
Cash and cash equivalents		$ 4,396
Working capital(n)		7,285
Intangible assets, net		64,851
Total assets		79,470
Debt, including current portion and deferred interest(l)		75,046
Senior Preferred Stock		20,518
Total stockholders' equity (deficit)		(19,009)

(footnotes relate to previous page)
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(a) Year-to-year comparisons are significantly affected by the timing of the Company's acquisition of various radio stations during the periods covered. See "Management's Discussion and Analysis of Results of Operations and Financial Condition" and note (j) below. Prior to the fiscal year ended December 31, 1996, the Company's accounting reporting period was based on a fifty-two/fifty-three week period ending on the last Sunday of each calendar year. During 1996, the Company elected to end its fiscal year on December 31 of each year.

(b) Includes $107,000 related to the LMA under which the Company began to operate WHPI-FM on February 8, 1997.

(c) Net broadcast revenues are gross revenues less agency commissions. Net broadcast revenues include historical broadcast revenues of each radio station acquired (or to be acquired, in the case of pro forma data) from the date of acquisition (or assumed date of acquisition, in the case of pro forma data) and do not reflect the impact of any changes or planned changes to programming formats at such acquired radio stations.

(d) Corporate expenses include all expenses incurred which are not associated with or attributable to the operations of any individual radio station, including compensation and benefits paid to senior management, rent of corporate offices, general liability and keyman life insurance, professional fees, and travel and entertainment expenses.

(e) 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. The calculation of pro forma interest expense is based on a yield to maturity of 12% per annum (computed on a semi-annual bond equivalent basis), including cash interest payable at 7% per annum on the principal amount during the first three years and cash interest payable at 12% per annum thereafter.

(f) Effective January 1, 1996, the Company elected to be treated as an S Corporation for U.S. federal and state income tax purposes and, therefore, it generally has not been subject to income tax at the corporate level since that date. In connection with the consummation of the Existing Notes Exchange, the Company's S Corporation status was terminated.

(g) Broadcast cash flow means EBITDA before corporate expenses. Although broadcast cash flow is not calculated in accordance with generally accepted accounting principles ("GAAP"), it is widely used in the broadcast industry as a measure of a radio broadcasting company's performance. Broadcast cash flow should not be considered in isolation from or as a substitute for net income, cash flows from operating activities and other income or cash flow statement data prepared in accordance with GAAP, or as a measure of profitability or liquidity.

(h) Broadcast cash flow margin is defined as broadcast cash flow divided by net broadcast revenues.

(i) EBITDA means operating income (loss) before depreciation and amortization. Although EBITDA is not calculated in accordance with GAAP, it is widely used as a measure of a company's ability to service and/or incur debt. EBITDA should not be considered in isolation from or as a substitute for net income (loss), cash flows from operating activities and other income or cash flow statement data prepared in accordance with GAAP, or as a measure of profitability or liquidity.

(j) Cash interest 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. The calculation of pro forma cash interest utilizes the interest rates applicable to the Notes: 7% per annum on the aggregate principal amount of the Notes during the period presented, which aggregate principal amount is based on a yield to maturity of 12% per annum (computed on a semi-annual bond equivalent basis), including cash interest payable at 7% per annum on the principal amount during the first three years and cash interest payable at 12% per annum thereafter.

(k) Excludes capital expenditures in connection with all radio station acquisitions by the Company which occurred during the periods presented including: (i) WWIN-FM and WWIN-AM acquired in January 1992 for total consideration of approximately $4.7 million, (ii) WERQ-FM and WOLB-AM (previously WERQ-AM) acquired in September 1993 for total consideration of approximately $9.0 million and (iii) WKYS-FM acquired in June 1995 for total consideration of approximately $34.4 million.

(l) For purposes of this calculation, earnings consist of net income (loss) before income taxes, extraordinary items and fixed charges. Fixed charges consist of interest expense, including the amortization of discounts on debt and the amortization of deferred financing costs, and the component of rental expense believed by management to be representative of the interest factor thereon. Earnings were insufficient to cover fixed charges for the fiscal years ended December 31, 1995 and 1996 and for the three months ended March 31, 1996 and March 30, 1997 by approximately $1.4 million, $3.6 million, $1.8 million and $2.0 million, respectively, and on a pro forma basis for the year ended December 31, 1996 and for the three months ended March 30, 1997 by approximately $7.8 million and $3.2 million, resectively.

(m) Debt means long-term indebtedness, including the current portion thereof and deferred interest, net of unamortized discount on such indebtedness.

(n) Working capital means current assets less current liabilities, excluding the current portion of long-term debt.

RISK FACTORS

In addition to the other information and data included in this Prospectus, the following factors should be considered carefully before tendering in the Exchange Offer.

LEVERAGE AND DEBT SERVICE; REFINANCING REQUIRED

The Company incurred significant debt in connection with the Transactions. As of December 31, 1996, after giving pro forma effect to the Transactions, the Company would have had outstanding indebtedness of approximately $75.0 million, Senior Preferred Stock with an aggregate liquidation value of $20.5 million and stockholders' deficit of approximately $19.0 million. For the year ended December 31, 1996 and for the three months ended March 30, 1997, after giving pro forma effect to the Transactions, the Company's earnings would have been inadequate to cover fixed charges by approximately $7.8 million and $3.2 million, respectively. See "Pro Forma Consolidated Financial Data" and "Selected Historical Consolidated Financial Data." The Company's highly leveraged financial position poses substantial risks to holders of the Exchange Notes, including the risks that: (i) a substantial portion of the Company's cash flow from operations is required to be dedicated to the payment of interest on the Exchange Notes and the payment of principal and interest under any Senior Debt; (ii) the Company's highly leveraged position may impede its ability to obtain financing in the future for working capital, capital expenditures and general corporate purposes, including acquisitions; and (iii) the Company's highly leveraged financial position may make it more vulnerable to economic downturns and may limit its ability to withstand competitive pressures. The Company believes that, based on its current level of operations, it will have sufficient capital to carry on its business and will be able to make the scheduled cash interest payments on the Exchange Notes and meet its other obligations and commitments. However, there can be no assurance that the future cash flow of the Company will be sufficient to make the scheduled cash interest payments of the Exchange Notes and meet the Company's other obligations and commitments. If the Company is unable to generate sufficient cash flow from operations in the future to make the scheduled cash interest payments on the Exchange Notes and to meet its other obligations and commitments, the Company will be required to adopt one or more alternatives, such as refinancing or restructuring its indebtedness, selling material assets or operations, or seeking to raise additional debt or equity capital. Furthermore, the Company believes it will be necessary to refinance the Exchange Notes at or prior to the scheduled maturity date in 2004. There can be no assurance that any of these actions could be effected on a timely basis or on satisfactory terms or that these actions would enable the Company to continue to satisfy its capital requirements. In addition, the terms of existing or future debt agreements, including the Indenture, may prohibit the Company from adopting any of these alternatives. In addition, the Company does not have sufficient funds available to purchase all of the outstanding Exchange Notes were they to be tendered in response to an offer made as a result of a Change of Control, and certain provisions of the agreements which may govern Senior Debt may restrict such purchase. See "Management's Discussion and Analysis of Results of Operations and Financial Condition-Liquidity and Capital Resources," and "Description of Exchange Notes."

SUBORDINATION OF EXCHANGE NOTES

The Exchange Notes will be unsecured senior subordinated obligations of the Company and will be subordinated in right of payment to all existing and future Senior Debt of the Company. In the event of a bankruptcy, liquidation, reorganization or other winding up of the Company, the assets of the Company will be available to pay obligations on the Exchange Notes only after all Senior Debt of the Company has been paid in full, and, as a result, there may not be sufficient assets remaining to pay amounts due on the Exchange Notes. In the event of a payment default with respect to any Senior Debt of the Company, no payments may be made on account of principal, premium, if any, or interest on the Exchange Notes until such default has been cured or waived. In addition, under certain circumstances, no payments may be made for a specified period with respect to principal, premium, if any, or interest on the Exchange Notes if certain non-payment defaults exist with respect to certain Senior Debt of the Company. See "Description of Exchange Notes."

DEPENDENCE ON KEY PERSONNEL

The Company is dependent on the continued services of its senior management team including, in particular, Ms. Catherine L. Hughes and her son, Mr. Alfred C. Liggins, III. Although the Company believes it can adequately replace key employees in an orderly fashion should the need arise, there can be no assurance that the loss of such key personnel would not have a material adverse effect on the Company. The Company maintains key man life insurance for, and anticipates entering into employment contracts with, Ms. Hughes and Mr. Liggins. See "Management."

CONTROLLING STOCKHOLDERS

Ms. Catherine L. Hughes and her son, Mr. Alfred C. Liggins, III, collectively hold approximately 99.3% of the outstanding voting power of the Company's capital stock and thus have the voting power to control all matters submitted for a vote to the stockholders of the Company. Such control may have the effect of discouraging certain types of transactions involving an actual or potential change of control of the Company. However, certain investors in the Company hold the Warrants (as defined) which entitle them to acquire approximately 51.5% of the voting power of the Company on a fully-diluted basis, and thus to control matters requiring a majority vote, subject to FCC approval. The exercise by the holders of their Warrants will not, in and of itself, constitute a Change of Control under the Indenture. Additionally, subject to the terms of the Standstill Agreement (as defined) which the Company entered into with the Trustee (as defined) on behalf of the holders of the Senior Subordinated Notes, and the Bank in connection with the New Credit Facility (as defined), each of the Preferred Stockholders' Agreement (as defined) and the Warrantholders' Agreement (as defined) will give the holders of a majority of the outstanding shares of Senior Preferred Stock the right to cause either the sale of the entire business of the Company or to refinance and to repay the New Credit Facility, if entered into by the Company, the Exchange Notes, the Senior Preferred Stock and the Warrants and other equity interests of the Company, upon the breach by the Company of certain of its obligations under the agreements governing the Senior Preferred Stock and the Warrants.

RESTRICTIONS IMPOSED BY THE PREFERRED STOCKHOLDERS' AGREEMENT

The Preferred Stockholders' Agreement contains various covenants which restrict the Company's ability to, among other things, incur indebtedness for borrowed money or liens, sell a material portion of its assets, merge or acquire additional businesses, make loans to or investments in others, enter into sale-leaseback transactions, amend its certificate of incorporation or bylaws, change its accounting policies, engage in affiliate transactions, declare or pay dividends or sell or issue capital stock. Generally, compliance with the terms of the Preferred Stockholders' Agreement may be waived by the holders of a majority of the outstanding shares of Senior Preferred Stock. However, any amendments to the covenants regarding the prohibition on mergers and acquisitions of additional businesses or the distribution, redemption or issuance of capital stock will require the consent of the holders of at least eighty percent of the outstanding shares of Senior Preferred Stock. These restrictions severely limit the ability of the Company to take various actions without the consent of the holders of a requisite percentage of the outstanding shares of Senior Preferred Stock. In addition, if the Company fails to comply with such covenants, the dividend rate payable by the Company with respect to the Senior Preferred Stock will, at the election of the holders of a majority of the outstanding shares of the Senior Preferred Stock, increase to 18% per annum (except in certain specified circumstances). Furthermore, if certain material covenants are violated, the holders of a majority of the outstanding shares of Senior Preferred Stock will have the right, subject to the terms of the Standstill Agreement, to cause the Company to enter into a signed agreement for the sale of the Company or the assets thereof or a signed financing commitment letter with an institutional lender providing for funds sufficient to repay, in order of seniority, the New Credit Facility, the Exchange Notes, the Senior Preferred Stock and the value of the Warrants, and close such transaction upon FCC approval. See "Description of Capital Stock-Senior Preferred Stock."

RESTRICTIONS IMPOSED BY THE NEW CREDIT FACILITY; PLEDGE OF ASSETS

Assuming the Company enters into the New Credit Facility, the New Credit Facility will contain certain financial and other covenants, including the maintenance of certain financial tests and ratios, limitations on capital expenditures and restrictions on the incurrence of debt or liens, the sale of assets,

the payment of dividends and transactions with affiliates. In addition, the New Credit Facility, if entered into by the Company, will provide for various events of default including an event of default upon the occurrence of a change of control. These covenants would limit the operating flexibility of the Company, and a failure to comply with the covenants included in the New Credit Facility would generally result in an event of default thereunder, permitting holders of the indebtedness thereunder to accelerate the maturity and to foreclose upon the collateral securing such indebtedness. Under any such circumstances, there can be no assurance that the Company would have sufficient assets to satisfy all of its obligations, including its obligations on the Exchange Notes. See "Certain Indebtedness-New Credit Facility."

The obligations of the Company and the Subsidiary Guarantors under the New Credit Facility, if entered into by the Company, are expected to be secured by a first priority perfected security interest in: (i) all of the Common Stock of the Company and its direct and indirect Subsidiaries (subject to certain exceptions), including all Warrants or options and other similar securities to purchase such securities and (ii) substantially all of the assets of the Company and its direct and indirect Subsidiaries (subject to certain exceptions) including, without limitation, any and all licenses of the Company and its direct and indirect Subsidiaries (subject to certain exceptions) issued by the Federal Communications Commission (the "FCC") to the maximum extent permitted by law. See "Certain Indebtedness-New Credit Facility." If the Company becomes insolvent or is liquidated or if the indebtedness, if any, under the New Credit Facility is accelerated, the lenders under the New Credit Facility would be entitled to payment in full prior to any payment to holders of the Exchange Notes. In such event, it is possible that there would be no assets remaining from which claims of the holders of Exchange Notes could be satisfied or, if any assets remained, such assets might be insufficient to fully satisfy such claims.

POTENTIAL CONFLICTS OF INTEREST

Mr. Liggins, who is the Chief Executive Officer and President of the Company, is also the President of Radio One of Atlanta, Inc. ("ROA"), which owns and operates one radio station in Atlanta and has a minority interest in Dogwood Communications, Inc. ("Dogwood"). Dogwood holds a construction permit for another radio station in the Atlanta area. Mr. Liggins has voting control of ROA and owns approximately 47.0% of its outstanding capital stock. Mr. Liggins' involvement with ROA may from time to time give rise to conflicts of interest between ROA and the Company and may give rise to conflicting obligations for Mr. Liggins. Such conflicts of interest could arise with respect to business dealings between ROA and the Company, including potential acquisitions of businesses or properties. The Company's board of directors will form an audit committee of the board, two of the members of which will be directors who are not employees of the Company. The audit committee will address certain potential conflicts of interest and conflicting obligations that may arise with respect to Mr. Liggins. In addition to Mr. Liggins' involvement with ROA, the Company's Vice President of Programming is employed by ROA and programs ROA's radio station. The Company also provides certain corporate services to ROA including accounting, financial and strategic planning, other general management services and programming services to ROA pursuant to a management agreement. In exchange for such corporate services, the Company is paid an annual retainer of $100,000 and is reimbursed for all of its out-of-pocket expenses incurred in connection with the performance of such corporate services. Alta Subordinated Debt Partners III, L.P. ("Alta") and Syncom are holders of the approximately 34.5% and 6.5%, respectively, of the outstanding shares of the Senior Preferred Stock, and are holders of Warrants, which upon exercise entitle them to purchase for nominal consideration approximately 10.3% and 12.7%, respectively, of the outstanding shares of the Company's Class A Common Stock on a fully diluted basis. Alta and Syndicated Communications Venture Partners II, L.P., an affiliate of Syncom ("Syncom Venture"), hold approximately 15.0% and 24.0%, respectively, of the outstanding shares of Class A Common Stock of ROA, are each entitled to elect a director to ROA's board of directors and are also holders of certain indebtedness of ROA. See "Principal Stockholders." The employment of the Company's Vice President of Programming by ROA, the Company's management agreement with ROA and Alta's and Syncom Venture's significant interests in ROA may also give rise to conflicts of interest and conflicting obligations particularly in terms of reducing the amount of time certain resources are available to the Company. Although the Company does not believe any conflicts of interest or conflicting obligations will adversely affect the Company's operations, there can be no assurance that the Compa-

ny's operations will not be adversely affected or that any present or future conflicts of interest or conflicting obligations will be resolved in favor of the Company. See "Certain Transactions-Radio One of Atlanta, Inc." In addition, there can be no assurance that Mr. Liggins will not seek, either individually or together with Alta, Syncom, Syncom Venture or other holders of Common Stock, Warrants or Senior Preferred Stock, to acquire additional radio stations in the future through entities other than the Company or its Restricted Subsidiaries.

FAILURE TO CONSUMMATE THE DC ACQUISITION

The Company's amended letter of intent with respect to the DC Acquisition is non-binding and the consummation of the DC Acquisition is not a condition to the consummation of the Exchange Offer. Pursuant to the terms of the amended letter of intent, the Company and the seller of WYCB-AM are currently negotiating the form of the total consideration to be paid by the Company, (i.e., cash, notes or a combination thereof). In addition, consummation of the DC Acquisition is subject to certain conditions, including the execution of a definitive acquisition agreement and the receipt of certain approvals from the FCC. Therefore, there can be no assurance that the DC Acquisition will be consummated by the Company or, if it is consummated, whether it will be consummated on the terms outlined herein. In addition, the non-binding letter of intent provides for liquidated damages of $100,000 payable by the Company should the Company materially breach the definitive acquisition agreement when, and if, entered into by the Company. If the DC Acquisition is not consummated, the results of operations and financial condition of the Company would be adversely affected. In addition, in the event the total consideration to be paid by the Company in connection with the consummation of the DC Acquisition includes notes payable by the Company, the Company's ability to incur additional indebtedness under the terms of the Indenture or otherwise will be adversely affected. See "Pro Forma Consolidated Financial Data."

EXPANSION THROUGH ACQUISITIONS

The Company intends to continue to pursue the acquisition of additional radio stations. Acquisitions of radio stations are subject to FCC approval and the FCC limits the number and location of broadcasting properties that any one person or entity (including its affiliates) may own. The market to purchase radio stations is highly competitive, and many other potential acquirors have greater resources than the Company available to effect such acquisitions. Accordingly, there can be no assurance that the Company will be able to make future acquisitions at prices acceptable to the Company. In addition, rapidly growing businesses frequently experience unforeseen expenses and delays in completing acquisitions, as well as difficulties and complications in integrating the acquired operations without disruption in the overall operations. As a result, acquisitions could adversely affect the Company's operating results in the short term as a result of several factors, including increased capital requirements. In addition, there can be no assurance that the Company will have the resources necessary to acquire additional radio stations. See "-Leverage and Debt Service; Refinancing Required."

COMPETITION

The financial success of each of the Company's radio stations depends, to a significant degree, upon its audience share, its share of the overall radio advertising revenue within a specific market and the economic health of that market. Audience share and advertising revenue of the Company's individual radio stations are subject to change, and any adverse change in a particular market could have a material adverse effect on the total revenue and broadcast cash flow of the Company. The Company's radio stations compete for audience share and advertising revenue directly with other FM and AM radio stations and with other media within their respective markets. While the Company already competes with other radio stations with comparable programming formats in each of its markets, if another radio station in the market were to convert its programming format to a format similar to one of the Company's radio stations, if a new radio station were to adopt a competitive format or if an existing competitor were to strengthen its operations, the Company's radio stations could suffer a reduction in audience share and/or advertising revenue and could require increased promotion and other expenses. In addi-

tion, certain of the Company's radio stations compete, and in the future other radio stations of the Company may compete, with radio station clusters operated by a single operator. There can be no assurance that the Company's radio stations will be able to maintain or increase their current audience shares and radio advertising revenue. See "Business-Competition."

Radio broadcasting is also subject to competition from new media technologies that may be or are being developed or have been introduced, such as the delivery of audio programming through cable television wires or the introduction of digital audio broadcasting ("DAB"). DAB may provide a medium for the delivery by satellite or terrestrial means of multiple audio programming formats to local and national audiences. The Company cannot predict the effect, if any, that any such new technologies may have on the radio broadcasting industry or on the Company. See "Business-Federal Regulation of Radio Broadcasting."

EFFECTS OF CHANGES IN THE RADIO BROADCASTING INDUSTRY

The profitability of the Company's radio stations is subject to various factors which influence the radio broadcasting industry as a whole. The Company's radio stations may be affected by changes in audience tastes, priorities of advertisers, new laws and governmental regulations and policies, changes in broadcast technical requirements, proposals to limit the tax deductibility of expenses incurred by advertisers and changes in the willingness of financial institutions and other lenders to finance radio station acquisitions and operations. The Company cannot predict which, if any, of these factors might have a significant impact on the radio broadcasting industry in the future, nor can it predict what impact, if any, the occurrence of these events might have on the Company's operations.

GOVERNMENT REGULATION

Each of the Company's radio stations operates pursuant to one or more licenses issued by the FCC that have a maximum term of eight years prior to renewal. The Company's radio operating licenses expire at various times from August 1, 1998 to October 1, 2003, except that the license for WOL-AM expired on October 1, 1995. The Company's timely filing of a license renewal application has automatically extended the license term of WOL-AM until the FCC takes action on the Company's renewal application. Although the Company may apply to renew its FCC licenses, third parties may challenge the Company's renewal applications. Except for a complaint filed against WOL-AM, the Company is not aware of any facts or circumstances that would prevent the Company from having its current licenses renewed. Furthermore, the Company believes that the complaint filed against WOL-AM will be resolved satisfactorily and the license of that radio station renewed. However, there can be no assurance that any of the Company's radio station licenses will be renewed. See "Business-Federal Regulation of Radio Broadcasting." In addition, if the Company or any of its stockholders, officers or directors violates the FCC's rules and regulations or the Communications Act of 1934, as amended (the "Communications Act"), or is convicted of a felony, the FCC may in response to a petition from a third party or on its own motion, in its discretion, commence a proceeding to impose sanctions upon the Company which would involve the imposition of monetary penalties, the revocation of the Company's broadcast licenses or other sanctions. If the FCC were to issue an order denying a license renewal application or revoking a license, the Company would be required to cease operating the radio station subject to the license only after the Company had exhausted administrative review without success.

The radio broadcasting industry is subject to extensive and changing 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 of FCC licensees and assignments of FCC licenses. The filing of petitions or complaints against the Company or other FCC licensees could result in the FCC delaying the grant of, or refusing to grant, its consent to the assignment or transfer of licenses to or from an FCC licensee. In certain circumstances, the Communications Act and FCC rules will operate to impose limitations on non-U.S. ownership and voting of the capital stock of the Company. See "Business-Federal Regulation of Radio Broadcasting."

Under various federal, state and local environmental laws, an owner or operator of real property may become liable for the costs of removal or remediation of certain hazardous substances released on its property. Such laws often impose liability without regard to whether the owner or operator knew of, or was responsible for, the release of such hazardous substances. The Company believes it is in substantial compliance with all existing laws and regulations and has obtained or applied for the necessary permits to conduct its business.

ANTITRUST MATTERS

An important element of the Company's growth strategy involves the acquisition of additional radio stations. Following the passage of the Telecommunications Act of 1996, the Antitrust Division of the Department of Justice (the "Antitrust Division") has become more aggressive in reviewing proposed acquisitions of radio stations and radio station networks which would otherwise comply with the FCC's ownership limitations, particularly in instances where the proposed acquiror already owns one or more radio stations in a particular market and the acquisition involves another radio station in the same market. Recently, the Antitrust Division has obtained consent decrees requiring an acquiror to dispose of at least one radio station in a particular market where the acquisition (which otherwise complied with the FCC's ownership limitations) would have resulted in a concentration of market share by the acquiror. In that case, it was unclear whether the post-acquisition concentration of combined market share or combined advertising revenues of the acquiror was the factor which caused the Antitrust Division to require divestiture. Additionally, any radio station acquisitions by the Company are potentially subject to review by the Federal Trade Commission (the "FTC"). There can be no assurance that the Antitrust Division or the FTC will not seek to bar the Company from acquiring additional radio stations in a market where the Company's existing radio stations already have a significant market share.

SEASONALITY OF BUSINESS

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

FRAUDULENT TRANSFER STATUTES

The incurrence by the Company and the Subsidiary Guarantors of indebtedness such as the Notes, the Exchange Notes and the Guarantees to finance the Transactions may be subject to review under relevant state and federal fraudulent conveyance laws if a bankruptcy case or lawsuit is commenced by or on behalf of unpaid creditors of the Company or the Subsidiary Guarantors. Under these laws, if a court were to find that, after giving effect to the sale of the Notes and the application of the net proceeds therefrom, either (a) the Company or the Subsidiary Guarantors incurred such indebtedness with the intent of hindering, delaying or defrauding creditors or (b) the Company or the Subsidiary Guarantors received less than reasonably equivalent value or consideration for incurring such indebtedness and (i) was insolvent or was rendered insolvent by reason of such transactions, (ii) was engaged in a business or transaction for which the assets remaining with the Company or the Subsidiary Guarantors constituted unreasonably small capital or (iii) intended to incur, or believed that it would incur, debts beyond its ability to pay such debts as they matured, such court may subordinate such indebtedness to presently existing and future indebtedness of the Company or the Subsidiary Guarantors, as the case may be, avoid the issuance of such indebtedness and direct the repayment of any amounts paid thereunder to the Company's or the Subsidiary Guarantors', as the case may be, creditors or take other action detrimental to the holders of such indebtedness.

The measure of insolvency for purposes of determining whether a transfer is avoidable as a fraudulent transfer varies depending upon the law of the jurisdiction which is being applied. Generally, however, a debtor would be considered insolvent if the sum of all of its liabilities, including contingent liabilities, were greater than the value of all of its property at a fair valuation, or if the present fair saleable value of the debtor's assets were less than the amount required to repay its probable liabilities on its debts, including contingent liabilities, as they become absolute and matured.

There can be no assurance as to what standard a court would apply in order to determine solvency. To the extent that proceeds from the sale of the Notes were used to finance the Transactions, a court may find that the Company or the Subsidiary Guarantors, as the case may be, did not receive fair consideration or reasonably equivalent value for the incurrence of the indebtedness represented thereby. In addition, if a court were to find that any of the components of the Transactions constituted a fraudulent transfer, to the extent that the proceeds from the sale of the Notes were used to finance such Transactions, a court may find that the Company or the Subsidiary Guarantors, as the case may be, did not receive fair consideration or reasonably equivalent value for the incurrence of the indebtedness represented by the Notes or the Guarantees, as the case may be. Pursuant to the terms of the Guarantees, the liability of each Subsidiary Guarantor is limited to the maximum amount of indebtedness permitted, at the time of the grant of such Guarantee, to be incurred in compliance with fraudulent conveyance or similar laws.

Each of the Company and the Subsidiary Guarantors believes that it received or will receive equivalent value at the time the indebtedness under the Notes, the Exchange Notes and the Guarantees was or is incurred. In addition, neither the Company nor the Subsidiary Guarantors believes that it, after giving effect to the Transactions, (i) was insolvent or rendered insolvent, (ii) was engaged in a business or transaction for which its remaining assets constituted unreasonably small capital or (iii) intended to incur, or believed that it would incur, debts beyond its ability to pay such debts as they mature. These beliefs are based on the Company's operating history and analysis of internal cash flow projections and estimated values of assets and liabilities of the Company and the Subsidiary Guarantors at the time of the Notes Offering. There can be no assurance, however, that a court passing on these issues would make the same determination.

ABSENCE OF PUBLIC MARKET

Prior to the Exchange Offer, there has not been any public market for the Notes. The Notes have not been registered under the Securities Act and will be subject to restrictions on transferability to the extent that they are not exchanged for Exchange Notes by holders who are entitled to participate in this Exchange Offer. The holders of Notes (other than any such holder that is an affiliate of the company within the meaning of Rule 405 under the Securities Act) who are not eligible to participate in the Exchange Offer are entitled to certain registration rights, and the Company may be required to file a Shelf Registration Statement with respect to such Notes. The Exchange Notes will constitute a new issue of securities with no established trading market. The Company does not intend to list the Exchange Notes on any national securities exchange or to seek approval for quotation through any automated quotation system. The Initial Purchasers of the Notes currently make a market in the Notes, but they are not obligated to do so and may discontinue such market making at any time. In addition, such market making activity will be subject to the limits imposed by the Securities Act and the Exchange Act and may be limited during the Exchange Offer and the pendency of the Shelf Registration Statement. Accordingly, no assurance can be given that an active public or other market will develop for the Exchange Notes or as to the liquidity of the trading market for the Exchange Notes. If a trading market does not develop or is not maintained, holders of the Exchange Notes may experience difficulty in reselling the Exchange Notes or may be unable to sell them at all. If a market for the Exchange Notes develops, any such market may be discontinued at any time.

If a public trading market develops for the Exchange Notes, future trading prices of such securities will depend on many factors, including, among other things, prevailing interest rates, the Company's results of operations and the market for similar securities. Depending on prevailing interest rates, the market for similar securities and other factors, including the financing condition of the Company, the Exchange Notes may trade at a discount from their principal amount.

THE TRANSACTIONS

ACQUISITIONS

Philadelphia Acquisition

In December 1996, the Company entered into an agreement to acquire the assets of WPHI-FM in Philadelphia for a total consideration of $20.0 million, subject to certain closing adjustments, and deposited $1.0 million in escrow to be applied toward the purchase price. On February 4, 1997 and March 27, 1997, the FCC issued approvals for the transfer of the FCC license for WPHI-FM to an entity controlled by the Company. On February 8, 1997, the Company entered into an LMA with the then-owner of WPHI-FM, and the radio station's programming format was converted from Modern Rock to Young Urban Contemporary, targeting 18 to 34-year-old African-Americans. The LMA allowed the Company to program WPHI-FM 24 hours a day, seven days a week, and continued in effect until the consummation of the Philadelphia Acquisition on May 19, 1997. On March 28, 1997, the Company released the $1.0 million deposit from escrow to the then-current owner simultaneously with the execution of closing documents related to the Philadelphia Acquisition by the Company and the then-current owner, which were held in escrow. On April 18,1997, the Company made a non-refundable $600,000 prepayment of the $20.0 million total consideration for the Philadelphia Acquisition. On May 19, 1997 the closing documents for the Philadelphia Acquisition were released and became effective simultaneously with the payment of approximately $18.7 million (the remaining portion of the purchase price and certain payments due under the related LMA). WPHI-FM is licensed as a Class A facility and is permitted to operate at the equivalent of 3,000 watts at 100 meters. The radio station broadcasts from a 1,000 foot tower at a tower farm in north Philadelphia. Although WPHI-FM is a lower powered radio station, the Company believes it adequately reaches at least 90% of the African-Americans in the Philadelphia market.

DC Acquisition

In March 1997, the Company entered into a binding letter of intent to acquire the stock of the corporation holding WYCB-AM, currently Washington, D.C.'s top-rated Gospel radio station, for a total consideration of $4.0 million, subject to certain closing adjustments, which is approximately 5.1 times proforma broadcast cash flow for the year ended December 31, 1996. This letter of intent expired by its terms. On July 1, 1997, the Company and the seller of WYCB-AM entered into an amendment to this letter of intent pursuant to which the Company and the Seller have agreed, among other things, to negotiate in good faith the form of the total consideration (i.e., cash, notes or a combination thereof), to recast the letter of intent as non-binding, and to terminate the prohibition on solicitation or negotiation by the seller with prospective purchasers other than the Company. For purposes of the pro forma financial data included herein, it has been assumed that the $4.0 million total consideration will be paid in cash. The DC Acquisition, if consummated, would expand the Company's coverage in an existing market and will permit the Company to target another segment of the African-American community in that market. See "Business-Acquisition Strategy." The DC Acquisition is contingent upon an agreement with respect to the form of the total consideration, and certain other matters, including the execution of a definitive acquisition agreement and the receipt of final approval from the FCC for the transfer of the FCC license for WYCB-AM. In addition, such amended letter of intent provides for liquidated damages of $100,000 payable by the Company should the Company materially breach the definitive acquisition agreement when, and if, it is entered into by the Company. The Company anticipates completing the DC Acquisition in the fourth quarter of 1997. There can be no assurance of the consummation of the DC Acquisition. See "Risk Factors-Failure to Consummate the DC Acquisition."

EXISTING NOTES EXCHANGE

On May 19, 1997, all of the holders of the Company's 15% Subordinated Promissory Notes due 2003 (together with any and all accrued interest thereon, the "Existing Notes") exchanged all of their Existing Notes for shares of Senior Preferred Stock (the "Existing Notes Exchange") pursuant to the Preferred Stockholders' Agreement (as defined). See "Description of Capital Stock-Senior Preferred Stock."

REFINANCING

On May 19, 1997 the Company effected the following additional Transactions: (i) the Notes Offering and (ii) the repayment of all outstanding obligations under the Company's "Existing Credit Facility.

The Exchange Offer results in no sources or use of cash to the Company. The sources and uses of cash which occurred in connection with the closing of the Transactions on May 19, 1997 (assuming that the DC Acquisition was consummated for a total cash consideration as of such date) are set forth below (dollars in thousands):

	(DOLLARS IN THOUSANDS)
Repayment of Existing Credit Facility	$45,121
Philadelphia Acquisition	18,686
DC Acquisition(a)	4,000
Estimated leasehold improvements and new equipment in respect of the Lanham Offices	1,300
General purposes, including working capital	1,893
Estimated fees and expenses	4,000
Total	$75,000

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(a) In connection with the DC Acquisition, the Company has entered into a non-binding letter of intent, as amended, to acquire WYCB-AM for $4.0 million, subject to certain closing adjustments. The Company anticipates consummating the DC Acquisition in the fourth quarter of 1997. Pursuant to the terms of such letter of intent, the Company and the seller of WYCB-AM are currently negotiating the terms of payment of the $4.0 million consideration. In the event the DC Acquisition is not consummated or in the event all or a portion of the $4.0 million consideration is not paid by the Company in cash, the gross proceeds which are not used for that purpose shall be used for general purposes, including working capital and possible acquisitions. See "The Transactions-Acquisitions."

USE OF PROCEEDS

The Exchange Offer is intended to satisfy certain of the Company's obligations under the Registration Rights Agreement. The Company will not receive any cash proceeds from the issuance of the Exchange Notes in the Exchange Offer. The gross proceeds of $75.0 million from the issuance of the Notes on May 19, 1997 were used to: (i) repay all of the outstanding indebtedness under the Amended and Restated Credit Agreement, dated as of June 6, 1995, among Radio One, NationsBank of Texas, N.A., as agent and lender, and the other lenders named therein, as amended (the "Existing Credit Facility"); (ii) fund the balance of the total consideration in respect of the Philadelphia Acquisition and certain payments due under the related LMA; (iii) pay for the leasehold improvements and new equipment in respect of the Lanham Offices and other amounts associated with moving the Company's Washington, D.C. offices and studios; (iv) provide funding for other general purposes, including working capital; and (v) pay the related fees and expenses in connection with the consummation of the Transactions. See "The Transactions."

CAPITALIZATION

The following table sets forth the capitalization of the Company as of March 30, 1997 on an actual basis and on a pro forma basis after giving effect to the Transactions. The information in this table should be read in conjunction with "Pro Forma Consolidated Financial Data," "Management's Discussion and Analysis of Results of Operations and Financial Condition" and the Consolidated Financial Statements of the Company included elsewhere in this Prospectus.

	AS OF MARCH 30, 1997 (UNAUDITED)	
	ACTUAL	PRO FORMA
	(DOLLARS IN THOUSANDS)	
Cash and cash equivalents	$ 3,293	$ 4,396
Total debt (including current portion and deferred interest):(a)		
Existing Credit Facility (b)	$ 45,597	$ -
12% Senior Subordinated Notes Due 2004	-	75,000
Existing Notes	19,957(e)	-
Notes payable	46	46
Total debt	65,600	75,046
Senior Preferred Stock(c)	-	20,518 (f)
Stockholders' equity (deficit):		
Common A Common Stock ($.01 par value, 1,000 shares authorized, 138.45 shares issued and outstanding)	-	-
Common B Common Stock ($.01 par value, 2,000 shares authorized, no shares issued and outstanding)	-	-
Additional paid-in capital(d)	1,205	1,205
Accumulated earnings (deficit)	(18,168)	(20,214)(g)
Total stockholders' equity (deficit)	(16,963)	(19,009)
Total capitalization	$ 48,637	$ 76,555

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(a) See Notes to the Consolidated Financial Statements of the Company for additional information regarding the components and terms of the Existing Credit Facility, the Existing Notes and notes payable.

(b) All indebtedness under the Existing Credit Facility was repaid concurrently with the consummation of the Notes Offering. See "Use of Proceeds."

(c) Consists of: (i) Series A 15% Senior Cumulative Redeemable Preferred Stock, par value $.01 per share, of which 100,000 shares will be authorized and 83,200 shares would have been issued and outstanding, assuming the consummation of the Existing Notes Exchange as of March 30, 1997, and (ii) Series B 15% Senior Cumulative Redeemable Preferred Stock, par value $.01 per share, of which 150,000 shares will be authorized and 121,980 shares would have been issued and outstanding, assuming the consummation of the Existing Notes Exchange as of March 30, 1997.

(d) Includes approximately $690,000 allocable to warrants to purchase the Company's Common Stock which were originally issued in conjunction with the Existing Notes and were amended and restated in connection with the consummation of the Notes Offering. See "Description of Capital Stock-Warrants to Purchase Common Stock."

(e) Includes approximately $3.5 million in accrued and unpaid interest.

(f) Reflects issuance of shares of Senior Preferred Stock with an aggregate liquidation value of approximately $20.5 million in exchange for outstanding indebtedness under the Existing Notes consisting of approximately $16.4 million in principal, $3.5 million in accrued and unpaid interest and $561,000 in unamortized debt discount, assuming the consummation of the Existing Notes Exchange as of March 30, 1997.

(g) Pro forma accumulated earnings (deficit) reflects the recognition of approximately $2.0 million in extraordinary loss resulting from the early repayment of the Existing Credit Facility and the Existing Notes, consisting of the write-off of approximately $1.4 million in deferred financing costs on the Existing Credit Facility and approximately $561,000 in unamortized discounts on the Existing Notes.

PRO FORMA CONSOLIDATED FINANCIAL DATA

The following unaudited pro forma consolidated financial statements (the "Pro Forma Consolidated Financial Statements") are based on the Consolidated Financial Statements of the Company included elsewhere in this Prospectus, adjusted to give effect to the Transactions, which include (i) this Exchange Offer, (ii) the Notes Offering, (iii) the Philadelphia Acquisition, (iv) the DC Acquisition, (v) the Existing Notes Exchange and (vi) the Related Adjustments. The Unaudited Pro Forma Consolidated Statement of Operations Data and Other Data gives effect to the Transactions as if they had occurred as of January 1, 1996, and the Unaudited Pro Forma Consolidated Balance Sheet gives effect to the Transactions as if they had occurred as of March 30, 1997. The Transactions are described in the accompanying notes to the Pro Forma Consolidated Financial Statements. The pro forma data are based upon available information and certain assumptions that management believes are reasonable. The Pro Forma Consolidated Financial Statements do not purport to represent what the Company's results of operations or financial condition would actually have been had the Transactions occurred on such dates or to project the Company's results of operations or financial condition for any future period or date. The Pro Forma Consolidated Financial Statements should be read in conjunction with the Consolidated Financial Statements of the Company and the historical consolidated financial statements of Jarad Broadcasting Company of Pennsylvania, Inc., the former owner of WPHI-FM, included elsewhere in this Prospectus, and "Management's Discussion and Analysis of Results of Operations and Financial Condition."

The Acquisition will be accounted for using the purchase method of accounting. After each of the Acquisitions, the total consideration of such acquisition has been or will be allocated to the tangible and intangible assets acquired and liabilities assumed, if any, based upon their respective estimated fair values. The allocation of the aggregate total consideration included in the Pro Forma Consolidated Financial Statements is preliminary as the Company believes further refinement is impractical at this time. However, the Company does not expect that the final allocation of such total consideration will materially differ from the preliminary allocations set forth herein.

UNAUDITED PRO FORMA CONSOLIDATED STATEMENT OF OPERATIONS AND OTHER DATA

	FISCAL YEAR ENDED DECEMBER 31, 1996						
	RADIO ONE HISTORICAL	PHILADELPHIA ACQUISITION HISTORICAL	PHILADELPHIA ACQUISITION ADJUSTMENTS	NOTES OFFERING AND EXISTING NOTES EXCHANGE	POST-NOTES OFFERING, EXISTING NOTES EXCHANGE AND PHILADELPHIA ACQUISITION	DC ACQUISITION HISTORICAL	DC ACQUISITION ADJUSTMENTS
	(DOLLARS IN THOUSANDS)						
STATEMENT OF OPERATIONS:							
Net broadcast revenues(a) .	$ 23,702	$ 2,856	$ -	$ -	$ 26,558	$ 1,416	$ -
Station operating expenses.	13,927	2,423	(72)(l)	(167)(q)	16,111	750	(124)(l)
Corporate expenses(b)	1,793	14	(14)(m)	-	1,793	94	(94)(m)
Depreciation and amortization	4,262	270	2,815 (n)	62(q)	7,409	218	55(t)
Operating income	3,720	149	(2,729)	105	1,245	354	163
Interest expense(c)	7,252	339	(339)(o)	2,363(r)	9,615	444	(444)(o)
Other (income) expenses, net	77	-	-	(125)(s)	(48)	-	-
Income tax expense (benefit)(d)	-	(98)	98(p)	-	-	-	-
Net income (loss)	$ (3,609)	$ (92)	$(2,488)	$(2,133)	$ (8,322)	$ (90)	$ 607
OTHER DATA:							
Broadcast cash flow (e)							
Broadcast cash flow margin (f).....							
EBITDA (g)							
Cash interest (h).....							
Capital expenditures (i)							
Ratio of earnings to fixed charges (j)							
Ratio of total debt to EBITDA (k)							
Ratio of EBITDA to interest expense							
Ratio of EBITDA to cash interest							

	FISCAL YEAR ENDED DEC. 31, 1996
	PRO FORMA
STATEMENT OF OPERATIONS:	
Net broadcast revenues(a)	$ 27,974
Station operating expenses.....	16,737
Corporate expenses(b)	1,793
Depreciation and amortization	7,682
Operating income	1,762
Interest expense(c)	9,615
Other (income) expenses, net	(48)
Income tax expense (benefit)(d)	-
Net income (loss)	$ (7,805)
OTHER DATA:	
Broadcast cash flow (e)	$ 11,237
Broadcast cash flow margin (f).....	40.2%
EBITDA (g)	$ 9,444
Cash interest (h).....	5,983
Capital expenditures (i)	1,551
Ratio of earnings to fixed charges (j)	-
Ratio of total debt to EBITDA (k)	7.9x
Ratio of EBITDA to interest expense	1.0x
Ratio of EBITDA to cash interest	1.6x

	THREE MONTHS ENDED MARCH 30, 1997 (UNAUDITED)					
	RADIO ONE HISTORICAL	PHILADELPHIA ACQUISITION HISTORICAL	PHILADELPHIA ACQUISITION ADJUSTMENTS	NOTES OFFERING AND EXISTING NOTES EXCHANGE	POST-NOTES OFFERING, EXISTING NOTES EXCHANGE AND PHILADELPHIA ACQUISITION	DC ACQUISITION HISTORICAL
	(DOLLARS IN THOUSANDS)					
STATEMENT OF OPERATIONS:						
Net broadcast revenues(a) ...	$ 5,533	$ 418	$ (107)(u)	$ -	$ 5,844	$ 309
Station operating expenses...	3,975	387	-	(45)(q)	4,317	195
Corporate expenses(b)	695	-	-	(107)(u)	588	24
Depreciation and amortization	1,079	68	703(n)	22(q)	1,872	54
Operating income	(216)	(37)	(810)	130	(933)	36
Interest expense(c)	1,765	86	(86)(o)	632(r)	2,397	92
Other (income) expenses, net	(21)	-	-	-	(21)	-
Income tax expense (benefit)(d)	-	(49)	(49)(p)	-	-	-
Net income (loss)	$ (1,960)	$ (74)	$ (773)	$ (502)	$ (3,309)	$ (56)
OTHER DATA:						
Broadcast cash flow (e).....						
Broadcast cash flow margin (f).....						
EBITDA (g)						
Cash interest (h).....						
Capital expenditures (i).....						
Ratio of earnings to fixed charges (j).....						

	THREE MONTHS ENDED MARCH 30, 1997 (UNAUDITED)	
	DC ACQUISITIONS ADJUSTMENTS	PRO FORMA
	(DOLLARS IN THOUSANDS)	
STATEMENT OF OPERATIONS:		
Net broadcast revenues(a)	$ -	$ 6,153
Station operating expenses.....	(31)(1)	4,481
Corporate expenses(b)	(24)(m)	588
Depreciation and amortization	15(t)	1,941
Operating income	40	(857)
Interest expense(c)	(92)(o)	2,397
Other (income) expenses, net	-	(21)
Income tax expense (benefit)(d)	-	-
Net income (loss)	$ 132	$ (3,233)
OTHER DATA:		
Broadcast cash flow (e).....		1,672
Broadcast cash flow margin (f).....		27.2%
EBITDA (g)		1,084
Cash interest (h).....		1,496
Capital expenditures (i).....		1,419
Ratio of earnings to fixed charges (j).....		-

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(a) Net broadcast revenues are gross revenues less agency commissions. Net broadcast revenues include historical broadcast revenues of each radio station acquired or to be acquired pursuant to the Acquisitions as if such acquisition occurred as of January 1, 1996, and do not reflect the impact of the conversion of WPHI-FM's programming format from Modern Rock to Young Urban Contemporary.

(b) Corporate expenses include all expenses incurred which are not associated with or attributable to the operations of any individual radio station, including compensation and benefits paid to senior management, rent of corporate offices, general liability and keyman life insurance, professional fees, and travel and entertainment expenses.

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

(d) Effective January 1, 1996, the Company elected to be treated as an S Corporation for U.S. federal and state income tax purposes and, therefore, it generally has not been subject to income tax at the corporate level since that time. In connection with the consummation of the Existing Notes Exchange, the Company's S Corporation status was terminated.

(e) Broadcast cash flow means EBITDA before corporate expenses. Although broadcast cash flow is not calculated in accordance with GAAP, it is widely used in the broadcast industry as a measure of a radio broadcasting company's performance. Broadcast cash flow should not be considered in isolation from or as a substitute for net income, cash flows from operating activities and other income or cash flow statement data prepared in accordance with GAAP, or as a measure of profitability or liquidity.

(f) Broadcast cash flow margin is defined as broadcast cash flow divided by net broadcast revenues.

(g) EBITDA means operating income (loss) before depreciation and amortization. Although EBITDA is not calculated in accordance with GAAP, it is widely used as a measure of a company's ability to service and/or incur debt. EBITDA should not be considered in isolation from or as a substitute for net income, cash flows from operating activities and other income or cash flow statement data prepared in accordance with GAAP, or as a measure of profitability or liquidity.

(h) Cash interest 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. The calculation utilizes the interest rates applicable to the Notes: 7% per annum on the aggregate principal amount of the Notes during the period presented, which aggregate principal amount is based on a yield to maturity of 12% per annum (computed on a semi-annual bond equivalent basis), including cash interest payable at 7% per annum on the principal amount and amortization of the original issue discount during the first three years and cash interest payable at 12% per annum thereafter.

(i) Excludes capital expenditures in connection with the Acquisitions, but includes leasehold improvements made with a portion of the proceeds of the Notes Offering.

(j) For purposes of this calculation, earnings consist of net income (loss) before income taxes, extraordinary items and fixed charges. Fixed charges consist of interest expense, including the amortization of discounts on debt, the amortization of deferred financing costs, and the component of rental expense believed by management to be representative of the interest factor thereon. Earnings were insufficient to cover fixed charges on a pro forma basis for the fiscal year ended December 31, 1996 and for the three months ended March 30, 1997 by approximately $7.8 million and $2.0 million, respectively.

(k) Debt means long-term indebtedness, including the current portion thereof and deferred interest, net of unamortized discount on such indebtedness.

(l) To eliminate certain station expenses which are not expected to be incurred after consummation of the Philadelphia Acquisition and DC Acquisition for services performed by the Company's existing corporate staff and which can be performed without any increased cost.

(m) Because the Company centralizes its corporate functions, corporate expenses of the radio stations acquired pursuant to the Acquisitions have not been carried forward into the pro forma financial statements as these expenses represent the cost of services redundant to those provided (or to be provided) by the Company and compensation paid to owners and certain employees whom the Company plans not to retain.

(n) To record adjustments to depreciation and amortization in connection with the Philadelphia Acquisition, calculated as follows:

	FISCAL YEAR ENDED DECEMBER 31, 1996	FOR THE THREE MONTHS ENDED MARCH 30, 1997
	(IN THOUSANDS)	
Amortization of FCC license of approximately $15.9 million over 15 years .	$ 1,058	$ 264
Amortization of non-compete agreements of $4.0 million over 2 years	2,000	500
Depreciation of property and equipment of $135,000 over 5 years	27	7
Less: Depreciation and amortization previously recorded	(270)	(68)
Total	$ 2,815	$ 703

The pro forma adjustments for depreciation and amortization of the total consideration of the Philadelphia Acquisition are based upon estimates by management, which management believes are reasonable.

(o) To reflect the elimination of historical interest expense related to indebtedness of the radio stations acquired pursuant to the Philadelphia Acquisition and the DC Acquisition.

(p) To reflect the elimination of the historical income tax benefit associated with the operation of the radio station acquired pursuant to the Philadelphia Acquisition.

(q) To reflect the net reduction in rent expense and the net increase in depreciation expense of leasehold improvement related to terminating its prior office lease in Washington, D.C. (the "Existing DC Offices") and entering the lease of the Lanham Offices (as defined), calculated as follows:

	FISCAL YEAR ENDED DECEMBER 31, 1996		FOR THE THREE MONTHS ENDED MARCH 30, 1997	
	RENT EXPENSE	DEPRECIATION EXPENSE	RENT EXPENSE	DEPRECIATION EXPENSE
	(IN THOUSANDS)		(IN THOUSANDS)	
Elimination of expenses associated with the Existing DC Offices .	$ (365)	$(25)	$ (92)	$ -
Expense associated with leasing the Lanham Offices.	198	87	47	22
Total	$ (167)	$ 62	$ (45)	$22

(r) To reflect interest expense related to the Notes, and the reduction in interest expense related to the repayment of the Existing Credit Facility and the Existing Notes Exchange, including related amortization of original issue discount and amortization of financing costs, calculated as follows:

	FISCAL YEAR ENDED DECEMBER 31, 1996	THREE MONTHS ENDED MARCH 30, 1997
	(IN THOUSANDS)	(IN THOUSANDS)
Interest on the Notes	$ 9,090	$ 2,273
Amortization of deferred financing costs related to the Notes of $4.0 million to be amortized using the effective interest method	525	131
Less: Interest on Existing Credit Facility and the Existing Notes, including amortization of discounts on debt	(6,851)	(1,700)
Amortization of deferred financing costs for Existing Credit Facility and the Existing Notes	(401)	(72)
Total	$ 2,363	$ 632

Interest expense calculation utilizes the interest rate applicable to the Notes: a yield to maturity of 12% per annum (computed on a semi-annual bond equivalent basis), including cash interest payable at 7% per annum on the principal amount during the first three years and cash interest payable at 12% per annum thereafter.

(s) To reflect write-off of leasehold improvements with respect to the Existing DC Offices.

(t) To reflect change in depreciation and amortization in connection with the DC Acquisition, calculated as follows:

	FISCAL YEAR ENDED DECEMBER 31, 1996	THREE MONTHS ENDED MARCH 30, 1997
	(IN THOUSANDS)	(IN THOUSANDS)
Amortization of FCC license of $4.0 million to be amortized over 15 years	$ 267	$ 67
Amortization of net liability assumed over 15 years	6	2
Less: Depreciation previously recorded	(218)	(54)
Total	$ 55	$ 15

The pro forma adjustments for depreciation and amortization of the purchase price of the DC Acquisition are based upon estimates by management, which management believes are reasonable.

(u) To adjust for nonrecurring LMA fees with respect to the Philadelphia Acquisition.

UNAUDITED PRO FORMA CONSOLIDATED BALANCE SHEET

	AS OF MARCH 30, 1997				
	RADIO ONE HISTORICAL(b)	PHILADELPHIA ACQUISITION	NOTES OFFERING AND EXISTING NOTES EXCHANGE	POST-NOTES OFFERING, EXISTING NOTES EXCHANGE AND PHILADELPHIA ACQUISITION	DC ACCQUISITION
	(DOLLARS IN THOUSANDS)				
ASSETS:					
Current assets:					
Cash and cash equivalents	$ 3,293	$ (19,000)(c)	$ 24,103 (d)	$ 8,396	$ (4,000)(i)
Trade accounts receivable, net	5,470	-	-	5,470	-
Prepaid expenses and other	334	-	-	334	-
Total current assets	9,097	(19,000)	24,103	14,200	(4,000)
Property and equipment, net	2,957	136 (c)	1,300 (d)	4,393	-
Intangible assets, net	38,401	19,864 (c)	2,515 (e)	60,780	4,071 (j)
Other assets	1,026	(1,000)(c)	-	26	-
Total assets	$ 51,481	$ -	$ 27,918	$ 79,399	$ 71
LIABILITIES:					
Current liabilities:					
Accounts payable and accrued expenses	$ 2,844	$ -	$ -	2,844	$ 71 (j)
Current portion of long-term debt	5,633	-	(5,622)(f)	11	-
Total current liabilities	8,477	-	(5,622)	2,855	71
Long-term debt and deferred interest	59,967	-	15,068 (f)	75,035	-
Total liabilities	68,444	-	9,446	77,890	71
SENIOR PREFERRED STOCK:					
Senior Preferred Stock(a)	-	-	20,518 (g)	20,518	-
STOCKHOLDERS' EQUITY (DEFICIT):					
Class A Common Stock ($.01 par value per share, 1,000 shares authorized, 138.45 shares issued and outstanding)	-	-	-	-	-
Class B Common Stock ($.01 par value per share, 1,000 shares authorized, 138.45 shares issued and outstanding)	-	-	-	-	-
Additional paid in capital	1,205	-	-	1,205	-
Accumulated earnings (deficit)	(18,168)	-	(2,046)(h)	(20,214)	-
Total stockholders' equity (deficit)	(16,963)	-	(2,046)	(19,009)	-
Total liabilities and stockholders' equity (deficit)	$ 51,481	$ -	$ 27,918	$ 79,399	$ 71

	AS OF MARCH 30, 1997
	PRO FORMA
ASSETS:	
Current assets:	
Cash and cash equivalents	$ 4,396
Trade accounts receivable, net	5,470
Prepaid expenses and other	334
Total current assets	10,200
Property and equipment, net	4,393
Intangible assets, net	64,851
Other assets	26
Total assets	$ 79,470
LIABILITIES:	
Current liabilities:	
Accounts payable and accrued expenses	2,915
Current portion of long-term debt	11
Total current liabilities	2,926
Long-term debt and deferred interest	75,035
Total liabilities	77,961
SENIOR PREFERRED STOCK:	
Senior Preferred Stock(a)	20,518
STOCKHOLDERS' EQUITY (DEFICIT):	
Class A Common Stock ($.01 par value per share, 1,000 shares authorized, 138.45 shares issued and outstanding)	-
Class B Common Stock ($.01 par value per share, 1,000 shares authorized, 138.45 shares issued and outstanding)	-
Additional paid in capital	1,205
Accumulated earnings (deficit)	(20,214)
Total stockholders' equity (deficit)	(19,009)
Total liabilities and stockholders' equity (deficit)	$ 79,470

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(a) Consists of: (i) Series A 15% Senior Cumulative Redeemable Preferred Stock, par value $.01 per share, of which 100,000 shares will be authorized and 83,200 shares would have been issued and outstanding, assuming the consummation of the Existing Notes Exchange as of March 30, 1997, and (ii) Series B 15% Senior Cumulative Redeemable Preferred Stock, par value $.01 per share, of which 150,000 shares will be authorized and 121,980 shares would have been issued and outstanding, assuming the consummation of the Existing Notes Exchange as of March 30, 1997.

(b) See the Consolidated Financial Statements included elsewhere in this Prospectus.

(c) To reflect the allocation of the purchase price to be paid in connection with the Philadelphia Acquisition among tangible and intangible assets based upon estimated fair market values as follows:

	(IN THOUSANDS)
Intangible Assets	$ 19,864
Property and equipment, net	136
Total consideration	20,000
Less: Released escrow deposit	(1,000)
Non-refundable acquisition prepayment	(600)
Total Consideration, net of escrow deposit and prepayment	18,400
Amount to repay loan used to fund non-refundable acquisition prepayment	600
Total payments	$ 19,000

(d) To reflect increase in cash and cash equivalents as a result of the issuance of the Notes, calculated as follows:

	(IN THOUSANDS)
Gross proceeds of the Notes	$ 75,000
Repayment of Existing Credit Facility	(45,597)
Estimated leasehold improvements and new equipment in respect of the Lanham Offices	(1,300)
Estimated financing fees and expenses	(4,000)
Cash and cash equivalents remaining from this Offering	$ 24,103

(e) To reflect the change in deferred financing costs as a result of the Notes Offering, calculated as follows:

	(IN THOUSANDS)
Deferred financing costs associated with the Notes	$ 4,000
Less: Write-off of deferred financing costs associated with the retirement of the Existing Credit Facility and the Existing Notes Exchange	(1,485)
Total	$ 2,515

(f) To reflect the issuance of the Notes, the repayment of indebtedness under the Existing Credit Facility and the Existing Notes Exchange, calculated as follows:

	(IN THOUSANDS)
Gross proceeds of the Notes	$ 75,000
Less: Long-term portion of indebtedness under the Existing Credit Facility	(39,975)
Existing Notes Exchange, net of unamortized discounts on debt	(19,957)
Total long-term debt and deferred interest	15,068
Less: Current portion of indebtedness under the Existing Credit Facility	(5,622)
Total	$ 9,446

(g) To reflect the issuance of the Senior Preferred Stock pursuant to the Existing Notes Exchange.

(h) To reflect the increase in accumulated deficit, calculated as follows:

	(IN THOUSANDS)
Loss on early retirement of debt	$ (561)
Write-off of deferred financing costs related to the Existing Credit Facility and the Existing Notes	(1,485)
Total	$ (2,046)

(i) To reflect payment of total consideration for the DC Acquisition.

(j) To reflect the allocation of the total consideration to be paid in connection with the DC Acquisition among intangible assets and liabilities based upon preliminary estimated fair market values, calculated as follows:

	(IN THOUSANDS)
Intangible assets	$ 4,071
Payables assumed	(71)
Total consideration	$ 4,000

SELECTED HISTORICAL CONSOLIDATED FINANCIAL DATA

The following table contains selected historical consolidated financial information with respect to the Company. The selected historical consolidated financial data has been derived from the consolidated financial statements of the Company, including the Consolidated Financial Statements of the Company for the three fiscal years ended December 31, 1996, which have been audited by Arthur Andersen LLP, independent public accountants. The consolidated financial data for the three months ended March 31, 1996 and March 30, 1997 have been derived from unaudited consolidated financial statements of the Company which, in the opinion of management, include all adjustments, consisting of normal recurring adjustments, necessary for a fair presentation of the financial condition and results of operations of the Company. The selected historical consolidated financial data should be read in conjunction with "Management's Discussion and Analysis of Results of Operations and Financial Condition" and the Consolidated Financial Statements of the Company included elsewhere in this Prospectus.

	FISCAL YEAR ENDED(a)		
	DEC. 27, 1992	DEC. 26, 1993	DEC. 25, 1994
	(DOLLARS IN THOUSANDS)		
STATEMENT OF OPERATIONS:			
Net broadcast revenues(b)	$ 10,833	$ 11,638	$ 15,541
Station operating expenses	6,036	6,972	8,506
Corporate expenses(c)	553	683	1,128
Depreciation and amortization	2,299	1,756	2,027
Operating income (loss)	1,945	2,227	3,880
Interest expense(d)	1,890	1,983	2,665
Other (income) expenses, net	(72)	-	(38)
Net income (loss) before taxes and extraordinary item	127	244	1,253
Income tax expense (benefit)(e)	-	92	30
Net income (loss) before extraordinary items	127	152	1,223
Extraordinary loss	-	138	-
Net income (loss)	$ 127	$ 14	$ 1,223
OTHER DATA:			
Broadcast cash flow(f)	$ 4,797	$ 4,666	$ 7,035
Broadcast cash flow margin(g)	44.3%	40.1%	45.3%
EBITDA(h)	$ 4,244	$ 3,983	$ 5,907
Cash interest(i)	1,909	1,946	2,356
Capital expenditures(j)	708	212	639
Ratio of earnings to fixed charges(k)	1.1 x	1.1 x	1.5 x
Balance Sheet Data (at period end):			
Cash and cash equivalents	$ 2,628	$ 1,110	$ 1,417
Working capital(l)	4,032	3,052	3,378
Intangible assets, net	6,921	13,380	11,705
Total assets	13,551	20,660	20,566
Debt, including current portion and deferred interest(m)	17,732	24,709	23,049
Total stockholders' equity (deficit)	(5,486)	(5,498)	(4,367)

	FISCAL YEAR ENDED(a)		THREE MONTHS ENDED (UNAUDITED)	
	DEC. 31, 1995	DEC. 31, 1996	MAR. 31, 1996	MAR. 30, 1997
STATEMENT OF OPERATIONS:				
Net broadcast revenues(b)	$ 21,455	$ 23,702	$ 4,670	$ 5,533
Station operating expenses	11,736	13,927	3,275	3,975
Corporate expenses(c)	1,995	1,793	346	695
Depreciation and amortization	3,912	4,262	1,183	1,079
Operating income (loss)	3,812	3,720	(134)	(216)
Interest expense(d)	5,289	7,252	1,792	1,765
Other (income) expenses, net	(89)	77	-	(21)
Net income (loss) before taxes and extraordinary item	(1,388)	(3,609)	(1,926)	(1,960)
Income tax expense (benefit)(e)	-	-	-	-
Net income (loss) before extraordinary items	(1,388)	(3,609)	(1,926)	(1,960)
Extraordinary loss	468	-	-	-
Net income (loss)	$ (1,856)	$ (3,609)	$ (1,926)	$ (1,960)
OTHER DATA:				
Broadcast cash flow(f)	$ 9,719	$ 9,775	$ 1,395	$ 1,588
Broadcast cash flow margin(g)	45.3%	41.2%	29.9%	28.2%
EBITDA(h)	$ 7,724	$ 7,982	$ 1,049	$ 863

Cash interest(i)	5,103	4,815	1,142	695
Capital expenditures(j)	224	251	46	119
Ratio of earnings to fixed charges(k)	-	-	-	-
Balance Sheet Data (at period end):				
Cash and cash equivalents	$ 2,703	$ 1,708	$ 4,254	$ 3,293
Working capital(l)	5,996	6,404	5,370	6,253
Intangible assets, net	43,455	39,358	42,426	38,401
Total assets	55,894	51,777	54,849	51,481
Debt, including current portion and deferred interest(m)	64,585	64,939	62,503	65,600
Total stockholders' equity (deficit)	(11,394)	(15,003)	(11,191)	(16,963)

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(a) Year-to-year comparisons are significantly affected by the Company's acquisition of various radio stations during the periods covered. See "Management's Discussion and Analysis of Results of Operations and Financial Condition" and note (j) below. Prior to the fiscal year ended December 31, 1996, the Company's accounting reporting period was based on a fifty-two/fifty- three week period ending on the last Sunday of the calendar year. During 1996, the Company elected to end its fiscal year on December 31 of each year.

(b) Net broadcast revenues are gross revenues less agency commissions. Net broadcast revenues include historical broadcast revenues of each radio station acquired from the date of acquisition and do not reflect the impact of any changes to programming formats at such acquired radio stations.

(c) Corporate expenses include all expenses incurred which are not associated with or attributable to the operations of any

individual radio station, including compensation and benefits paid to senior management, rent of corporate offices, general liability and keyman life insurance, professional fees, and travel and entertainment expenses.

(d) 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.

(e) Effective January 1, 1996, the Company elected to be treated as an S Corporation for U.S. federal and state income tax purposes and, therefore, it generally has not been subject to income tax at the corporate level since that time. In connection with the consummation of the Existing Notes Exchange, the Company's S Corporation status was terminated.

(f) Broadcast cash flow means EBITDA before corporate expenses. Although broadcast cash flow is not calculated in accordance with GAAP, it is widely used in the broadcast industry as a measure of a radio broadcasting company's performance. Broadcast cash flow should not be considered in isolation from or as a substitute for net income, cash flows from operating activities and other income or cash flow statement data prepared in accordance with GAAP, or as a measure of profitability or liquidity.

(g) Broadcast cash flow margin is defined as broadcast cash flow divided by net broadcast revenues.

(h) EBITDA means operating income (loss) before depreciation and amortization. Although EBITDA is not calculated in accordance with GAAP, it is widely used as a measure of a company's ability to service and/or incur debt. EBITDA should not be considered in isolation from or as a substitute for net income, cash flows from operating activities and other income or cash flow statement data prepared in accordance with GAAP, or as a measure of profitability or liquidity.

(i) Cash interest 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.

(j) Excludes capital expenditures in connection with all radio station acquisitions by the Company which occurred during the periods presented, including: (i) WWIN-FM and WWIN-AM acquired in January 1992 for total consideration of approximately $4.7 million, (ii) WERQ-FM and WOLB-AM (previously WERQ-AM) acquired in September 1993 for total consideration of approximately $9.0 million and (iii) WKYS-FM acquired in June 1995 for total consideration of approximately $34.4 million.

(k) For purposes of this calculation, earnings consist of net income (loss) before income taxes, extraordinary items and fixed charges. Fixed charges consist of interest expense, including the amortization of discounts on debt and the amortization of deferred financing costs, and the component of rental expense believed by management to be representative of the interest factor thereon. Earnings were insufficient to cover fixed charges for the fiscal years ended December 31, 1995 and 1996, and for the three months ended March 31, 1996 and March 30, 1997 by approximately $1.4 million, $3.6 million, $1.8 million and $2.0 million, respectively.

(l) Working capital means current assets less current liabilities, excluding current portion of long-term debt.

(m) Debt means long-term indebtedness, including the current portion thereof, net of unamortized discounts on such indebtedness.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF RESULTS OF OPERATIONS AND FINANCIAL CONDITION

GENERAL

The primary source of the Company's revenue is the sale of broadcasting time on its radio stations for advertising. The Company's significant broadcast expenses are employee salaries and commissions, programming expenses, advertising and promotion expenses, rental of premises for studios and rental of transmission tower space and music license royalty fees. The Company strives to control these expenses by centralizing certain functions such as finance and accounting, and the overall programming management function as well as using its multiple stations, market presence and purchasing power to negotiate favorable rates with certain vendors and national representative selling agencies. See "Business-Operating Strategy."

The Company's revenues are affected primarily by the advertising rates the Company's radio stations are able to charge as well as the overall demand for radio advertising time in a market. Advertising rates are based primarily on (i) a radio station's audience share in the demographic groups targeted by advertisers, as measured principally by quarterly reports (and to a lesser extent, by monthly reports) by Arbitron, (ii) the number of radio stations in the market competing for the same demographic groups and (iii) the supply of and demand for radio advertising time. Advertising rates are generally highest during morning and afternoon commuting hours. Most of the Company's revenues are generated from local advertising, which is sold by each radio station's sales staff. During the three months ended March 31, 1996 and March 30, 1997, approximately 66% and 21% and 64% and 25% of the Company's net broadcast revenues were generated from local and national advertising, respectively. During fiscal year 1996, approximately 66% and 27% of the Company's net broadcast revenues were generated from local and national advertising, respectively. During fiscal year 1995, local and national advertising represented approximately 64% and 30% of the Company's net broadcast revenues, respectively. In the radio broadcasting industry, radio stations often utilize trade (or barter) agreements to generate advertising time sales in exchange for goods or services (such as travel and lodging), instead of cash. Approximately 4%, 4%, 5%, 8% and 4% of net broadcast revenues consisted of barter transactions in the fiscal years ended December 24, 1994, December 31, 1995, December 31, 1996, and for the three months ended March 31, 1996 and March 30, 1997, respectively. Net broadcast revenue also includes revenue from special events (entrance fees for attendees and booth rent to vendors), transmission tower income and the collection of an annual management fee of approximately $100,000 from Radio One of Atlanta, Inc. for various corporate services provided by the Company. See "Certain Transactions."

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

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

Since 1990, the Company has acquired several radio stations. Most recently, the Company acquired a radio station in Philadelphia on May 19, 1997, and, pursuant to an amended non-binding letter of intent, is negotiating the acquisition of a radio station in Washington, D.C. See "The Transactions-

Acquisitions." During the most recent three fiscal years, the Company completed one acquisition, which was its acquisition in June 1995 of WKYS-FM, a radio station located in Washington, D.C., for total consideration of approximately $34.4 million. The results of operations for WKYS-FM for the second half of fiscal year 1995 and for fiscal year 1996 are included in the Consolidated Financial Statements of the Company included elsewhere in this Prospectus. The discussion below concerning results of operations reflects the operations of radio stations owned and operated by Radio One during the periods presented and therefore does not include the pro forma results related to the Acquisitions. As a result of the acquisition of WKYS-FM in June 1995, the Company's historical financial data prior to such time are not directly comparable to the Company's historical financial data subsequent thereto.

RESULTS OF OPERATIONS

The following table summarizes the Company's historical consolidated results of operations:

	FISCAL YEARS ENDED			THREE MONTHS ENDED	
	DEC. 25, 1994	DEC. 31, 1995	DEC. 31, 1996	MAR. 31, 1996	MAR. 30, 1997
				(UNAUDITED)	
	(DOLLARS IN THOUSANDS)				
STATEMENT OF OPERATIONS:					
Net broadcast revenues	$ 15,541	$ 21,455	$ 23,702	$ 4,670	$ 5,533
Station operating expenses	8,506	11,736	13,927	3,275	3,975
Corporate expenses	1,128	1,995	1,793	346	695
Depreciation and amortization	2,027	3,912	4,262	1,183	1,079
Operating income (loss)	3,880	3,812	3,720	(134)	(216)
Interest expense	2,665	5,289	7,252	1,792	1,765
Other (income) expenses, net	(38)	(89)	77	-	(21)
Income tax expense	30	-	-	-	-
Net income (loss) before extraordinary item	1,223	(1,388)	(3,609)	(1,926)	(1,960)
Extraordinary loss	-	468	-	-	-
Net income (loss)	$ 1,223	$ (1,856)	$ (3,609)	$ (1,926)	$ (1,960)
OTHER DATA:					
Broadcast cash flow	$ 7,035	$ 9,719	$ 9,775	$ 1,395	1,588
Broadcast cash flow margin	45.3%	45.3%	41.2%	29.9%	28.2%
EBITDA	$ 5,907	$ 7,724	$ 7,982	1,049	863

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THREE-MONTH PERIOD ENDED MARCH 30, 1997 COMPARED TO THREE-MONTH PERIOD ENDED MARCH 31, 1996

Including WPHI-FM Activity

The Company realized a net revenue increase of 18.5% to approximately $5.5 million in the first quarter of 1997 compared to the first quarter of 1996 as WPHI-FM contributed marginally to the revenue growth of the Company due to its start-up nature.

Station operating expenses increased 21.4% to approximately $4.0 million in the first quarter of 1997 compared to the first quarter of 1996 as the Company built its staffing at WPHI-FM during the first quarter of 1997.

Broadcast cash flow increased 4.2% to approximately $1.6 million in the first quarter of 1997 compared to the first quarter of 1996 as the start-up losses for WPHI-FM offset the cash flow growth in the Company's other markets.

Corporate expenses increased 100% to approximately $695,000 in the first quarter of 1997 from the first quarter of 1996 as the Company incurred fees under the LMA relating to WPHI-FM for seven weeks in the first quarter of 1997.

Operating income declined to approximately ($216,000) in the first quarter of 1997, from approximately ($134,000) in the first quarter of 1996, due to the increase in corporate expenses.

Interest expense for the first quarter of 1997 was flat compared to the first quarter of 1996 at approximately $1.8 million as lower balances on the Company's Existing Credit Facility were offset by higher interest accretion on the Company's Existing Notes.

Excluding WPHI-FM Activity

Net broadcast revenues of the Company, excluding the results of WPHI-FM, for the fiscal quarter ended March 30, 1997 increased 16.3% to approximately $5.4 million from approximately $4.7 million for the fiscal quarter ended March 31, 1996. This increase was primarily attributable to stronger station ratings and higher industry revenues in the Company's Washington, DC and Baltimore, Maryland markets.

Station operating expenses in the first quarter of 1997 increased 13.8% to approximately $3.7 million from approximately $3.3 million for the first quarter of 1996 due to higher sales, programming and promotion expenses.

Broadcast cash flow increased 22.2% to approximately $1.7 million in the first quarter of 1997 from approximately $1.4 million in the first quarter of 1996 due to increased revenue offset slightly by higher station operating expenses.

Corporate expenses increased 70% in the first quarter of 1997 to approximately $588,000 from approximately $346,000 for the first quarter of 1996 as the Company realized increases in various expenses associated with potential acquisitions activity, the Company's Washington, DC headquarters relocation and professional services expenses.

Operating income increased to approximately $38,000 in the first quarter of 1997 from approximately ($134,000) in the first quarter of 1996 due to higher broadcast cashflow and slightly lower depreciation and amortization offset by higher corporate expenses.

Interest expense for the first quarter of 1997 was flat compared to the first quarter of 1996 at approximately $1.8 million as lower balances on the Company's Existing Credit Facility were offset by higher interest accretion on the Company's Existing Notes.

FISCAL YEAR ENDED DECEMBER 31, 1996 COMPARED TO FISCAL YEAR ENDED DECEMBER 31, 1995

Net broadcast revenues of the Company for the fiscal year ended December 31, 1996 increased by 10.5% to approximately $23.7 million from approximately $21.5 million for the fiscal year ended December 31, 1995. This increase was primarily attributable to gains in both the Company's Washington, D.C. and Baltimore operations. Net broadcast revenue increased by 12.1% in Washington, D.C. to approximately $14.3 million from approximately $12.7 million, due to the impact of a full year of advertising revenue for WKYS-FM which was acquired in June 1995, offset by an 8.2% revenue decline to approximately $8.2 million from approximately $8.9 million for the WMMJ-FM/WOL-AM radio station combination.

Subsequent to the acquisition of WKYS-FM in 1995 and for most of 1996, high turnover among the sales staff relating to the integration of the existing and acquired sales staffs and a flat Washington, D.C. radio market led to lower than expected advertising revenues. However, by July 1996, Radio One had hired three highly experienced sales managers who contributed to the improvement in the Company's performance, as reflected in the Company's improving revenues in the fourth quarter of 1996. In Baltimore, net broadcast revenue increased by 6.8% to approximately $9.4 million from approximately $8.8 million. This increase was due primarily to a 4.9% increase to approximately $4.3 million from approximately $4.1 million at the Company's WWIN-FM/WWIN-AM combination and an 11.9% increase to approximately $4.8 million from approximately $4.3 million at the Company's WOLB-AM/WERQ-FM combination, as both radio station combinations benefited from increasing ratings through much of the year.

Station operating expenses of the Company for the fiscal year ended December 31, 1996 increased by 18.7% to approximately $13.9 million from approximately $11.7 million for the fiscal year ended December 31, 1995. This increase in radio station operating expenses was due primarily to a 32.8% increase to approximately $7.9 million from approximately $6.0 million in the Company's Washington, D.C. operations due to the acquisition of WKYS-FM, the costs of integrating that radio station into the Company's operations and higher marketing and promotion expenses for all three of the Company's radio stations in the market. Additionally, in conjunction with the reorganization of the Company's Washington, D.C. operations following the acquisition of WKYS-FM, the Company hired three highly experienced sales managers in Washington, D.C. as well as a prominent on-air personality for its morning program on WKYS-FM which positively impacted the Company's revenues and ratings beginning late in the fourth quarter of 1996. In the Company's Baltimore operations, station operating expenses increased by 4.1% to approximately $6.0 million from approximately $5.7 million as a result of the addition of a new high-profile on-air personality for one of the Baltimore radio station's morning shows offset by effective expense management. The relatively smaller increase in station operating expenses in Baltimore helped mitigate the overall impact of higher station operating expenses in Washington, D.C.

Broadcast cash flow of the Company for the fiscal year ended December 31, 1996 increased by 0.6% to approximately $9.8 million from approximately $9.7 million for the fiscal year ended December 31, 1995. The broadcast cash flow margin decreased to 41.2% from 45.3% due to the factors noted above.

Corporate expenses of the Company for the fiscal year ended December 31, 1996 decreased by 10.1% to approximately $1.8 million from approximately $2.0 million for the fiscal year ended December 31, 1995. This decrease was due to a $778,000 non-cash compensation expense incurred during the fiscal year ended December 31, 1995 related to the grant of a stock option to Mr. Liggins to purchase shares of the Company's Common Stock, 57.45 of which vested in fiscal 1995. This decrease was partially offset by significantly higher legal and professional expenses during the fiscal year ended December 31, 1996, as well as expenses associated with the potential acquisition of various radio stations.

Operating income of the Company for the fiscal year ended December 31, 1996 decreased by 2.4% to approximately $3.7 million from approximately $3.8 million for the fiscal year ended December 31, 1995 as a result of the factors noted above as well as an increase in depreciation and amortization expense associated with the inclusion of WKYS-FM in Company's financial statements for the full year.

Interest expense of the Company for the fiscal year ended December 31, 1996 increased by 37.1% to approximately $7.3 million from approximately $5.3 million for the fiscal year ended December 31, 1995, as the higher debt levels associated with the acquisition of WKYS-FM impacted the Company's financial statements for a full year.

FISCAL YEAR ENDED DECEMBER 31, 1995 COMPARED TO FISCAL YEAR ENDED DECEMBER 25, 1994

Net broadcast revenues of the Company for the fiscal year ended December 31, 1995 increased 38.1% to approximately $21.5 million from approximately $15.5 million for the fiscal year ended December 25, 1994. The 38.2% revenue increase in Washington, D.C. to approximately $12.7 million from approximately $9.2 million was due primarily to the acquisition of WKYS-FM in June 1995, while the revenue for the WMMJ-FM/WOL-AM radio station group was flat year-to-year. The approximate 38.4% revenue increase in Baltimore to approximately $8.8 million from approximately $6.4 million was due to increases of approximately 32.0% to approximately $4.1 million from approximately $3.1 million at the Company's WWIN-FM/WWIN-AM combination and a 43.0% increase to approximately $4.3 million from approximately $3.0 million at the Company's WOLB-AM/WERQ-FM combination, as both radio station combinations benefited from increasing ratings throughout much of the year.

Station operating expenses of the Company for the fiscal year ended December 31, 1995 increased by 38.0% to approximately $11.7 million from approximately $8.5 million for the fiscal year ended December 25, 1994. This increase in radio station operating expenses was due primarily to an increase of 38.5% to approximately $6.0 million from approximately $4.3 million in the Company's Washington, D.C. operations due to the acquisition of WKYS-FM, the costs of integrating that radio station into the Company's operations and higher programming and administrative expenses for all three of the Com-

pany's radio stations in that market. This increase was matched by a similar increase of 37.4% to approximately $5.7 million from approximately $4.2 million in the Company's Baltimore operations due to higher programming and administrative costs as the Company expanded its operations and presence in the market and increased its revenues.

Broadcast cash flow of the Company for the fiscal year ended December 31, 1995 increased by 38.2% to approximately $9.7 million from approximately $7.0 million for the fiscal year ended December 25, 1994 due primarily to the acquisition of WKYS-FM. The broadcast cash flow margin was 45.3% for each year.

Corporate expenses of the Company for the fiscal year ended December 31, 1995 increased 76.9% to approximately $2.0 million from approximately $1.1 million for the fiscal year ended December 25, 1994. This increase was due to a $778,000 non-cash compensation expense during the fiscal year ended December 31, 1995, related to the grant of a stock option to Mr. Liggins to purchase shares of the Company's Common Stock, 57.45 of which vested in fiscal 1995, which was partially offset by effective expense management and the absence of additional corporate staffing requirements.

Operating income of the Company for the fiscal year ended December 31, 1995 decreased by 1.8% to approximately $3.8 million from approximately $3.9 million for the fiscal year ended December 25, 1994, as a result of factors noted above and higher depreciation and amortization associated with the acquisition of WKYS-FM.

Interest expense of the Company for the fiscal year ended December 31, 1995 increased by 98.5% to approximately $5.3 million from approximately $2.7 million for the fiscal year ended December 25, 1994, as the Company incurred additional debt associated with the acquisition of WKYS-FM in June 1995.

LIQUIDITY AND CAPITAL RESOURCES

On June 6, 1995, the Company entered into the Existing Credit Facility with NationsBank of Texas, N.A. (the "Bank") as lender and agent for two other commercial banks providing the Company with a revolving line of credit of up to $53.0 million which was used by the Company, among other things, to consummate the acquisition of WKYS-FM and to refinance its then outstanding indebtedness. At the closing of the acquisition of WKYS-FM, the Company borrowed $48.0 million under the Existing Credit Facility. The Existing Credit Facility required the Company to make monthly interest payments and the amount of the commitment steps down quarterly, and thus quarterly principal payments were made to the extent required by the Existing Credit Facility. The Company satisfied all debt service requirements under the Existing Credit Facility and all of its working capital requirements out of operating cash flow since June 6, 1995, although amendments and/or waivers were required under the Existing Credit Facility and the Securities Purchase Agreement at various times during 1996 and 1997 to waive various covenant defaults and/or to amend covenant levels including, in some cases, the violation of leverage ratio covenants and other coverage ratios. Pursuant to an amendment entered into in April 1997, the Company borrowed $850,000 under the Existing Credit Facility to make a non-refundable prepayment of $600,000 of the $20.0 million total consideration for the Philadelphia Acquisition and to fund $250,000 in tenant improvements to the Lanham Offices. All of the indebtedness outstanding under the Existing Credit Facility was repaid from the proceeds of the Notes.

Radio One will either (i) pursuant to a commitment letter with NationsBank of Texas, N.A. (the "Bank"), amend and restate the Existing Credit Facility to provide for a revolving credit facility with a maximum borrowing capacity of $7.5 million to be used for working capital, capital expenditures and other corporate purposes (the "New Credit Facility") or (ii) terminate the Existing Credit Facility. If entered into by the Company, the New Credit Facility would terminate on the third anniversary of its closing, at which time any outstanding principal balance together with all accrued and unpaid interest thereon would become due and payable. See "Description of Certain Indebtedness-New Credit Facility." Assuming the New Credit Facility is entered into by the Company, the Company expects to repay any future advances under the New Credit Facility out of the operating cash flow. The Company is currently exploring alternative sources of financing in the event the Company elects not to enter into the New Credit Facility. See "Description of Certain Indebtedness-New Credit Facility."

Net cash provided by the Company's operating activities for the fiscal year ended December 31, 1996 increased by approximately $691,900 to $2.6 million from approximately $1.9 million for the fiscal year ended December 31, 1995. This increase was due to lower cash interest payments for the fiscal year ended December 31, 1996 as the Company made a cash interest payment on its Existing Notes at the end of fiscal year 1995, and due to an increase in operating income.

Net cash provided by the Company's operating activities for the fiscal year ended December 31, 1995 decreased by 41.8% to approximately $1.9 million from approximately $3.3 million for the fiscal year ended December 25, 1994, resulting from higher cash interest payments and an increase in accounts receivable offset by an increase in operating income.

Cash used in the Company's investing activities for the fiscal years ended December 31, 1996, December 31, 1995 and December 25, 1994, was approximately $1.3 million, $33.9 million, and $1.2 million, respectively. The significant increase in cash used for investment activities in fiscal 1995 was due to the acquisition of WKYS-FM for $34.4 million in June of that year.

Cash provided by (used in) the Company's financing activities for the fiscal years ended December 31, 1996, December 31, 1995 and December 25, 1994 was approximately $(2.4) million, $33.3 million and $(1.8) million, respectively. The significant increase in cash provided by financing activities for the fiscal year ended December 31, 1995 resulted primarily from a refinancing completed in conjunction with the acquisition of WKYS-FM, net of the purchase of certain stock warrants for approximately $6.6 million.

Capital expenditures of the Company, excluding the acquisition of radio stations, for its fiscal years ended December 31, 1996, December 31, 1995 and December 25, 1994 were approximately $251,000, $225,000 and $636,000, respectively. The Company expects that capital expenditure requirements will be approximately $1.8 million for the fiscal year ended December 31, 1997, which it believes will be sufficient to finance the leasehold improvements and new equipment related to the move to the Lanham Offices for the Company's Washington, D.C. radio stations, new digital studios for the Company's Baltimore radio stations, as well as maintenance capital expenditures of approximately $300,000.

The Company continuously reviews, and is currently reviewing, opportunities to acquire additional radio stations, primarily in the top-30 African-American markets. As of the date hereof, except in connection with the DC Acquisition, the Company has no written or oral understandings, letters of intent or contracts to acquire radio stations. The Company anticipates that any future radio station acquisitions would be financed through funds generated from operations, equity financings, permitted debt financings, debt financings through Unrestricted Subsidiaries (as defined) or a combination thereof. However, there can be no assurance that any such financing, if available, will be available on favorable terms. See "Risk Factors-Leverage and Debt Service; Refinancing Required" and "-Expansion through Acquisitions."

After giving effect to the termination of the S Corporation status of the Company as if it had occurred on December 31, 1996, the Company would have had an accumulated net operating loss ("NOL") carryforward for U.S. federal income tax purposes of approximately $60,000. This accumulated NOL carryforward was incurred prior to the fiscal year ended December 31, 1996 and excludes the net losses for income tax purposes incurred during the fiscal year ended December 31, 1996, which were passed through to the stockholders of the Company at the end of such period. The S Corporation status of the Company was terminated in connection with the consummation of the Existing Notes Exchange. Generally, a corporation may carry forward for fifteen years (including any years in which the Company was an S corporation) an NOL incurred in any taxable year to offset taxable income in a future year. There can be no assurance that the Company will be able to use its accumulated NOLs in future tax years.

The Indenture imposes certain restrictions on the Company, including restrictions on its ability to incur indebtedness, pay dividends, make investments, sell assets and engage in certain other activities affecting the Company's liquidity. See "Description of Exchange Notes." In addition, in the event the Company enters into the New Credit Facility, the New Credit Facility will contain numerous restrictions in addition to those set forth in the Indenture. See "Description of Certain Indebtedness-New Credit Facility."

Management believes that, based on current levels of operations and anticipated internal growth, cash flow from operations together with other available sources of funds will be adequate for the foreseeable future to make required payments of interest on the Company's indebtedness, to fund anticipated capital expenditures and working capital requirements and to enable the Company to comply with the terms of its debt agreements. The ability of the Company to meet its debt service obligations and reduce its total debt, and the Company's ability to refinance the Exchange Notes at or prior to their scheduled maturity date in 2004, will depend upon the future performance of the Company which, in turn, will be subject to general economic conditions and to financial, business and other factors, including factors beyond the Company's control. See "Risk Factors-Leverage and Debt Service; Refinancing Required" and "Description of Exchange Notes."

IMPACT OF INFLATION

The Company believes that inflation has not had a material impact on its results of operations for each of its fiscal years in the three-year period ended December 31, 1996 or for the three month period ended March 30, 1997. However, there can be no assurance that future inflation would not have an adverse impact on the Company's operating results and financial condition.

RECENT ACCOUNTING PRONOUNCEMENTS

In October 1995, the Financial Accounting Standards Board issued Statement of Financial Accounting Standards ("SFAS") No. 123, "Accounting for Stock Based Compensation." With respect to stock options granted to employees, SFAS No. 123 permits companies to continue using the accounting method promulgated by Accounting Principles Board Opinion ("APB") No. 25, "Accounting for Stock Issued to Employees," to measure compensation expense or to adopt the fair value based method prescribed by SFAS No. 123. If APB No. 25's method is continued, pro forma disclosures are required as if SFAS No. 123 accounting provisions were followed. Management has elected to continue to measure compensation expenses under APB No. 25. The adoption of SFAS No. 123 had no material impact on the Company's results of operations and did not require pro forma disclosures in the Consolidated Financial Statements included elsewhere in this Prospectus.

In March 1995, the Financial Accounting Standards Board issued SFAS No. 121, "Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to be Disposed Of." SFAS No. 121 requires that long-lived assets and certain identifiable intangibles to be held and used by an entity be reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. SFAS No. 121 is effective for financial statements for fiscal years beginning after December 15, 1995. The adoption of SFAS No. 121 on January 1, 1996, had no material impact on the Company's financial position or results of operations.

BUSINESS

GENERAL

Radio One, founded in 1980, is the largest radio broadcasting company in the United States exclusively targeting African-Americans. After giving effect to the DC Acquisition, the Company will own and operate a total of nine radio stations (five FM and four AM) in three of the top-15 African- American markets. The Company seeks to expand within its existing markets and into new, primarily top-30 African-American markets. The Company believes that the African-American community is an attractive target market for radio broadcasters and that the Company has a competitive advantage serving this target market due in part to its African-American ownership and its active involvement in the African-American community.

The Company, pursuant to a non-binding amended letter of intent, is negotiating the acquisition of WYCB-AM, currently the top-rated Gospel radio station in Washington, D.C. After giving effect to the DC Acquisition, the Company will own and operate four radio stations in Washington, D.C., the third largest African-American market with an MSA population of approximately 4.2 million in 1995 (approximately 27.4% of which was African-American), and four radio stations in Baltimore, the eleventh largest African-American market with an MSA population of approximately 2.5 million in 1995 (approximately 26.0% of which was African-American). The Company also has recently entered the Philadelphia market, the sixth largest African-American market with an MSA population of approximately 4.9 million in 1995 (approximately 19.9% of which was African-American), and is programming WPHI-FM with a Young Urban Contemporary format.

The Company believes that operating radio stations targeting the African-American population presents significant growth opportunities for the following reasons:

- Rapid Population Growth. According to data compiled by the Census Bureau, from 1980 to 1995, the African-American population increased from approximately 26.7 million to 33.1 million (a 24% increase, compared to a 16% increase in the population as a whole). Furthermore, the African-American population is expected to exceed 40 million by 2010 (more than a 21% increase from 1995, compared to an expected increase of 13% for the population as a whole).

- Higher Income Growth. According to data compiled by the Census Bureau, from 1980 to 1995, the rate of increase in median household income in 1995 adjusted dollars for African-Americans was approximately 12.3%, compared to 3.9% for the population as a whole.

- Concentrated Presence in Urban Markets. Approximately 58% of the African-American population is located in the top-30 African-American markets and the Company believes that the African-American community is usually geographically concentrated in such markets. This concentration of African-Americans may enable the Company to reach a large portion of its target population with radio stations that may have less powerful signals, thus potentially lowering the Company's acquisition and operating costs.

- Fewer Signals Required. The Company believes the current industry trend is for radio broadcasters to acquire the maximum number of radio stations allowed in a market under FCC ownership rules (up to eight radio stations in the largest markets with no more than five being FM or AM), unless restricted by other regulatory authorities. However, relative to radio broadcasters targeting a broader audience, the Company believes it can cover the various segments of its target niche market with fewer programming formats and therefore fewer radio stations than the maximum allowed.

- Strong Audience Listenership and Loyalty. Based upon Arbitron reports, the Company believes, as a group, African-Americans generally spend more time listening to radio than non-African- American audiences. For example, during 1996, African-Americans in the ten largest 12-plus markets listened to radio broadcasts an average of 27.2 hours per week compared to 22.9 hours per week for non-African-Americans in such markets. In addition, the Company believes African-American radio listeners exhibit a greater degree of loyalty to radio stations targeting a

segment of the African-American community because those radio stations become a valuable source of entertainment and information consistent with the community's interests and lifestyles. As a result, the Company believes that its target demographic group provides greater audience stability than that of other demographic groups.

- o Cost Effective for Advertisers. The Company believes that advertisers can reach the African- American community more cost effectively through radio broadcasting than through newspapers or television because the Company's radio broadcasts specifically target the African-American community while newspapers and television typically target a much more diverse audience.

TOP-30 AFRICAN-AMERICAN MARKETS IN THE UNITED STATES(a)

RANK	MARKET	AFRICAN-AMERICAN POPULATION IN THE MARKET	PERCENTAGE OF AFRICAN-AMERICANS OF OVERALL POPULATION IN THE MARKET
1.	New York	3,723,000	22.3%
2.	Chicago	1,645,000	19.5%
3.	WASHINGTON, D.C.	1,149,000	27.4%
4.	Los Angeles	1,130,000	9.5%
5.	Detroit	1,007,000	22.6%
6.	PHILADELPHIA	973,000	19.9%
7.	Atlanta	919,000	26.4%
8.	Houston/Galveston	781,000	18.6%
9.	Miami/Ft. Lauderdale/Hollywood	716,000	20.7%
10.	Dallas/Ft. Worth	647,000	14.6%
11.	BALTIMORE	645,000	26.0%
12.	San Francisco	602,000	9.3%
13.	Memphis	481,000	41.5%
14.	New Orleans	460,000	36.2%
15.	Norfolk/Virginia Beach/Newport News	443,000	29.6%
16.	St. Louis	439,000	17.2%
17.	Cleveland	399,000	18.8%
18.	Boston	283,000	7.4%
19.	Richmond	282,000	30.2%
20.	Charlotte/Gastonia/Rock Hill	266,000	20.5%
21.	Birmingham	261,000	27.4%
22.	Raleigh/Durham	244,000	24.2%
23.	Milwaukee/Racine	238,000	14.5%
24.	Greensboro/Winston Salem/High Point	226,000	20.0%
25.	Cincinnati	218,000	11.4%
26.	Kansas City	217,000	13.1%
27.	Tampa/St. Petersburg/Clearwater	202,000	9.2%
28.	Jacksonville	201,000	19.8%
29.	Indianapolis	193,000	14.2%
30.	Pittsburgh	187,000	7.8%

(a) Estimates based upon BIA Marketing Report, 1997 First Edition (as defined). Bold text indicates markets in which the Company owns and operates a radio station.

Listed below is selected information relating to the Company's radio stations and markets (including the radio station which is the subject of the DC Acquisition):

MARKET AND STATION CALL LETTERS(a)	PROGRAM FORMAT(d)	TARGET AGE GROUP	AFRICAN-AMERICAN MARKET: RANK BY SIZE OF AFRICAN-AMERICAN POPULATION(e)	AFRICAN-AMERICAN MARKET: TARGET AUDIENCE SHARE(f)	AFRICAN-AMERICAN MARKET: TARGET AUDIENCE SHARE RANK(g)	AFRICAN-AMERICAN MARKET: REVENUE RANK(h)
WASHINGTON, D.C.			3	30.9%	1	2
WKYS-FM	Young UC	18-34		11.6%	4	
WMMJ-FM	Urban AC	25-54		12.4%	3	
WOL-AM	Black Talk	35-64		2.8%	8	
WYCB-AM(b)	Gospel	35-64		4.1%	6	
BALTIMORE			11	40.3%	1	1
WERQ-FM	Young UC	18-34		22.2%	1	
WOLB-AM	Black Talk	35-64		3.0%	9	
WWIN-FM	Urban AC	25-54		10.3%	3	
WWIN-AM	Gospel	35-64		4.8%	5	
PHILADELPHIA			6	NM	NM	NM
WPHI-FM(c)	Young UC	18-34				

MARKET AND STATION CALL LETTERS(a)	ENTIRE MARKET: 12-PLUS AUDIENCE SHARE(i)	12-PLUS AUDIENCE SHARE RANK(i)	TARGET AGE GROUP AUDIENCE SHARE RANK(j)	RADIO REVENUE(k)	REVENUE SHARE(l)	REVENUE RANK(m)
WASHINGTON, D.C	11.4%	N/A	NM	$187.9	9.2%	N/A
WKYS-FM	4.8%	5	2		3.3%	14
WMMJ-FM	4.2%	7	4(t)		3.4%	13
WOL-AM	1.0%	21	24(t)		1.8%	18
WYCB-AM(b)	1.4%	19	17		0.7%	N/A
BALTIMORE	13.3%	N/A	NM	86.8	12.5%	N/A
WERQ-FM	7.7%	1	1		6.7%	8
WOLB-AM	0.9%	23(t)	17(t)		(n)	(n)
WWIN-FM	3.2%	9	8		5.8%	10
WWIN-AM	1.5%	16	15(t)		(o)	(o)
PHILADELPHIA	1.9%	N/A	NM	203.8	1.2%	18
WPHI-FM(c)	1.9%	18	NA		1.2%	18

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As used in this table, "N/A" means not applicable or not available, "NM" means not meaningful and "(t)" means tied with one or more radio stations.

(a) Actual city license may be different from the metropolitan market serviced. Market names used in this table are Arbitron's MSAs for the markets served by the Company.

(b) The Company anticipates this radio station will be acquired in the fourth quarter of 1997. See "The Transactions- Acquisitions."

(c) WPHI-FM, acquired on May 19, 1997 pursuant to the Philadelphia Acquisition, had a Modern Rock format prior to February 1997 when the Company entered into an LMA with the then-owner to program the radio station. Therefore, certain information provided is either not meaningful or reflects ratings and other data under the previous format. See "The Transactions- Acquisitions."

(d) Programming formats of the Company include: Black Talk, Urban Adult Contemporary ("Urban AC"), Gospel and Young Urban Contemporary ("Young UC").

(e) Based upon the BIA Market Report, 1997 (First Edition).

(f) Based upon all 12-plus African-Americans according to the Arbitron Market Report for Fall 1996 (as defined).

(g) Rank for each radio station based upon 12-plus African-Americans according to the Arbitron Market Report for Fall 1996. Rank for each market based upon management's estimate after reviewing audience share ratings for 12-plus African- Americans according to the Arbitron Market Report for Fall 1996 and grouping radio stations targeting African-Americans into known radio station clusters.

(h) Revenue rank for each market based upon management's estimate after reviewing gross revenues for individual radio stations that are reported in the Hungerford Report (Dec. 1996) (as defined) and grouping radio stations targeting African- Americans into known ownership clusters.

(i) Based upon all persons 12-plus according to the Arbitron Market Report for Fall 1996.

(j) Based upon each radio station's rank among its African-American target age group according to the Arbitron Market Report for Fall 1996.

(k) Gross revenues in millions of dollars. For Washington, D.C. and Baltimore, based upon the Hungerford Report, (Dec. 1996). For Philadelphia, based upon the Miller Kaplan Report, (Dec. 1996) (as defined), which excludes barter transactions from its reported figures.

(l) Revenue share for individual radio stations in Washington, D.C. and Baltimore based upon the Hungerford Report (Dec. 1996), except for WYCB-AM which does not report to Hungerford. Revenue share for WYCB-AM represents the radio station's net revenues as a percentage of the market radio revenue reported by the Hungerford Report, (Dec.1996), as adjusted for WYCB-AM's net revenues. Revenue share for the Baltimore market is based upon the Hungerford Report (Dec. 1996). Revenue share for the Washington, D.C. market is based upon the Hungerford Report (Dec. 1996) as adjusted for WYCB-AM's net revenues. Revenue share for WPHI-FM and Philadelphia is based upon the Miller Kaplan Report (Dec. 1996), which excludes barter transactions from its reported figures.

(m) For radio stations in Washington, D.C. and Baltimore, based upon the Hungerford Report, (Dec. 1996). For WPHI-FM, based upon the Miller Kaplan Report, (Dec. 1996), which excludes barter transactions from its reported figures.

(n) WERQ-FM and WOLB-AM report revenue data to Hungerford on a combined basis. Therefore, only one revenue share and revenue rank is provided for WERQ-FM and WOLB-AM.

(o) WWIN-FM and WWIN-AM report revenue data to Hungerford on a combined basis. Therefore, only one revenue share and revenue rank is provided for WWIN-FM and WWIN-AM.

OPERATING STRATEGY

In order to maximize broadcast cash flow at each of its radio stations, the Company strives to create and operate the leading radio station group, in terms of audience share, serving the African-American community and to effectively convert these audience share ratings to advertising revenue while controlling the costs associated with each radio station's operations. The success of the Company's strategy relies on the following: (i) market research, targeted programming and marketing; (ii) significant community involvement; (iii) aggressive sales efforts; (iv) advertising partnerships and special events; (v) strong management and performance-based incentives; and (vi) radio station clustering, programming segmentation and sales bundling.

Market Research, Targeted Programming and Marketing

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

The Company also seeks to reinforce its targeted programming by creating a distinct and marketable identity for each of its radio stations. To achieve this objective, in addition to its significant community involvement discussed below, the Company employs and promotes distinct, high-profile on-air personalities at many of its radio stations, many of whom have strong ties to the African-American community.

Significant Community Involvement

The Company believes its active involvement and significant business and political relationships in the African-American community, together with its African-American ownership, provide a competitive advantage in targeting African-American audiences. In this way, the Company believes its proactive involvement in the African-American communities in each of its markets greatly improves the marketability of its radio broadcast time to advertisers who are targeting such communities.

Management believes that a radio station's image should reflect the lifestyle and viewpoints of the target demographic group it serves. Due to the Company's fundamental understanding of the African-

American community, management believes it is able to identify music and musical styles, as well as political and social trends and issues, early in their evolution. This understanding is then integrated into all aspects of the Company's operations and enables it to create enhanced awareness and name recognition in the marketplace. In addition, the Company believes its multi-level approach to community involvement leads to increased effectiveness in developing and updating its programming formats. Management believes its enhanced awareness and more effective programming formats lead to greater listenership and higher ratings over the long-term.

The Company has a history of sponsoring events that showcase its commitment to the African-American community including:

- o heightening the awareness of certain diseases and holding fundraisers to fund the search for cures for diseases which disproportionately impact African-Americans, such as sickle-cell anemia and leukemia;
- o developing contests specifically designed to assist African-American single mothers with day care expense;
- o fundraising for the many African-American churches throughout the country which have been the recent target of arsonists; and
- o organizing seminars designed to educate African-Americans on personal issues that include buying a home, starting a business and developing a credit history, and providing information regarding financial planning and health care.

Aggressive Sales Efforts

The Company has assembled an effective, highly-trained sales staff focused on converting the Company's audience share into revenue. The Company employs a dual sales strategy of selling stations individually where appropriate, by targeting a certain demographic segment, or in combination by focusing on the complementary aspects of the Company's multiple stations.

Advertising Partnerships and Special Events

The Company believes that in order to create advertiser loyalty it must strive to be the recognized expert in marketing to the African-American consumer in its markets. The Company believes that it has achieved this recognition by focusing on serving the African-American consumer and by creating innovative advertising campaigns and promotional tie-ins. The Company sponsors several major entertainment events each year. The Stone Soul Picnic, which was developed by the Company in 1989, is an all-day free outdoor concert which showcases advertisers, local merchants and other organizations desiring exposure to over 100,000 people in each of Washington, D.C. and Baltimore. The People's Expo is another major event the Company sponsors every March in Washington, D.C. and Baltimore. This event provides entertainment, shopping and educational seminars to the Company's listeners and others from the communities that the Company serves. In connection with these events, advertisers buy signage, booth space and broadcast promotions to sell cars, groceries, clothing, financial services and other products and/or services to the African-American consumer.

Strong Management and Performance-Based Incentives

The Company focuses on hiring highly motivated and talented individuals in each functional area of the organization who can effectively help the Company implement its strategies of growth and value creation. The Company's management team is comprised of a diverse group of individuals who bring strong expertise to their respective functional areas. Furthermore, the Company looks to promote from within and, thus, aims to build a middle management and lower-level employee base comprised of individuals with great potential, the ability to operate with high levels of autonomy and the appropriate team-orientation which will enable them to grow their careers within the organization.

To enhance the quality of management in the sales and programming areas of the Company, General Managers, Sales Managers and Program Directors have significant portions of their compensation tied to the achievement of certain performance goals. General Managers' compensation is based partially on achieving cash flow benchmarks which creates an incentive for management to focus not only

on sales growth, but also on expense control. Additionally, Sales Managers and sales personnel have incentive packages based on sales goals, and Program Directors and on-air talent have incentive packages focused on maximizing overall ratings as well as ratings in specific target segments.

Radio Station Clustering, Programming Segmentation and Sales Bundling

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

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

ACQUISITION STRATEGY

Radio One's primary acquisition strategy is to acquire and turn around under performing radio stations in the top-30 African-American markets. The Company considers acquisitions in existing markets where expanded coverage is desirable and considers acquisitions in new markets where the Company believes it is advantageous to establish a presence. In analyzing potential acquisition candidates, the Company generally considers (i) whether the radio station has a signal adequate to reach a large percentage of the African-American community in a market, (ii) whether the Company can reformat or improve the radio station's programming in order to profitably serve the African-American community, (iii) whether the radio station affords the Company the opportunity to segment program formats within a market in which the Company already maintains a presence, (iv) whether the Company can increase broadcast revenues of the radio station through aggressive marketing, sales and promotions, (v) the price and terms of the purchase, (vi) the level of performance that can be expected from the radio station under the Company's management and (vii) the number of competitive radio stations in the market.

The Company believes that large segments of the African-American population in its target markets are often concentrated in certain geographic sections of such markets. The Company further believes that this geographic concentration may provide it with an opportunity to acquire less expensive radio stations with less powerful signals without materially diminishing the Company's coverage of the African-American community. As a result, the Company believes it can have a competitive advantage in securing a substantial share of the radio revenue at a potentially lower acquisition cost per listener than radio stations targeting other demographic groups.

The Company does not apply a fixed formula to determine the purchase price of radio stations and does not focus solely on multiples of broadcast cash flow. Rather the Company seeks to acquire radio stations consistent with its acquisition and operating strategies. The Company will continue to evaluate potential acquisitions in the top-30 African-American markets.

STATION OPERATIONS

The following is a general description of each of the Company's markets and its radio stations in each market. As noted, the data provided in the tables below includes information during periods the radio stations listed were not owned or operated by the Company.

Washington, D.C.

The Washington, D.C. market is estimated to be the eighth largest radio market in terms of population and had 1996 radio advertising revenues totaling an estimated $187.9 million. In 1995, Washington, D.C. had the third largest African-American population in the United States with an MSA population of approximately 4.2 million (approximately 27.4% of which was African-American).The Company believes it owns the strongest franchise (in terms of audience share and number of radio stations) of African-American targeted radio stations in the Washington, D.C. market with two of the four FM radio stations and, after giving effect to the DC Acquisition, two of the three AM radio stations that target African-Americans.

	1994(d)	1995(d)	1996(d)	FALL 1996(d)
WKYS-FM(a)				
Audience share (12-plus)	3.8%	3.8%	4.5%	4.8%
Audience share rank (12-plus)	10	9 (t)	6 (t)	5
Audience share (18-34)	5.6%	5.8%	7.5%	8.8%
Audience share rank (18-34)	6	6	2	2
Revenue share	5.1%	3.8%	3.3%	N/A
Revenue rank	8	14	14	N/A
WMMJ-FM(b)				
Audience share (12-plus)	4.3%	3.7%	4.5%	4.2%
Audience share rank (12-plus)	7	11 (t)	6 (t)	7
Audience share (25-54)	5.3%	4.6%	5.4%	5.1%
Audience share rank (25-54)	4 (t)	8	3 (t)	4 (t)
Revenue share	3.8%	3.7%	3.4%	N/A
Revenue rank	14	15	13	N/A
WOL-AM(b)				
Audience share (12-plus)	1.7%	1.7%	1.0%	1.0%
Audience share rank (12-plus)	18	19	23 (t)	21 (t)
Audience share (35-64)	2.3%	2.3%	1.1%	1.0%
Audience share rank (35-64)	16 (t)	14 (t)	23	24 (t)
Revenue share	2.1%	2.0%	1.8%	N/A
Revenue rank	19	18	18	N/A
WOL-AM and WMMJ-FM (combined)(b)				
Audience share (12-plus)	6.0%	5.4%	5.5%	5.2%
Audience share (25-54)	6.9%	6.4%	6.2%	5.8%
Revenue share	5.9%	5.6%	5.3%	N/A
Revenue rank	7	7	8	N/A
WYCB-AM(c)				
Audience share (12-plus)	1.2%	1.6%	1.3%	1.4%
Audience share rank (12-plus)	21	20	20	19
Audience share (35-64)	1.3%	1.7%	1.5%	1.6%
Audience share rank (35-64)	22	19	18	17
Revenue share	N/A	N/A	0.7%	N/A
Revenue rank	N/A	N/A	N/A	N/A

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Asused in this table, "N/A" means not applicable or not available and "(t)" means tied with one or more radio stations.

(a) WKYS-FM was acquired by the Company on June 6, 1995.

(b) WOL-AM and WMMJ-FM advertising time is sold in combination.

(c) The Company intends to acquire WYCB-AM in the fourth quarter of 1997. See "The Transactions-Acquisitions."

(d) Audience share and audience share rank data is based on Arbitron four book averages for the years indicated and the Arbitron Market Report for Fall 1996. Revenue share and rank data are based upon the Radio Revenue Report of Hungerford for December 1996, 1995 and 1994, except for WYCB-AM which does not report to Hungerford. Revenue share for WYCB-AM represents the radio station's net revenues as a percentage of the market radio revenue reported by the Hungerford Report, (Dec. 1996), as adjusted for WYCB-AM's net revenues.

WOL-AM. The Company's first radio station, WOL-AM, was purchased in 1980 for approximately $900,000. WOL-AM was a music station with declining revenue share and audience share that the Company converted to one of the country's first all-talk radio stations targeting African-Americans. The Company's Chairperson, Ms. Catherine L. Hughes, who hosted WOL-AM's daily four-hour morning show from 1983 to 1995, created a valuable niche for the radio station as "The Voice of Washington's Black Community." The Company believes that WOL-AM is a vital communications platform for the community, political and business leaders in its market. WOL-AM's ratings have historically fluctuated between a 1% and 2% audience share in the 12-plus market.

WMMJ-FM. The Company's second radio station in Washington, D.C., WMMJ-FM, was purchased in 1987 for approximately $7.5 million. At the time, WMMJ-FM was being programmed in a general market adult contemporary format, which led it to garner a 1.2% audience share of the 12-plus market. However, given its relatively low signal strength (the radio station was a Class A with 3,000 watts of power; it has since been upgraded to 6,000 watts) and low ratings, it was generating minimal revenues and little or no broadcast cash flow. After extensive research by the Company, WMMJ-FM was the first FM radio station on the East Coast to introduce an Urban Adult Contemporary ("Urban AC") programming format. This format focuses on African-Americans in the 25 to 54 age group and provides adult-oriented Urban Contemporary music from the 1960s, 1970s, 1980s and 1990s. The Urban AC format was almost immediately successful, and today WMMJ-FM, with a 4.2% audience share in the 12-plus market, is a consistent top five radio station among all 25 to 54-year-olds in Washington, D.C. with a long-standing and loyal listener base.

WKYS-FM. The Company's third radio station in Washington, D.C., WKYS-FM, was purchased in June 1995 for approximately $34.4 million. WKYS-FM is a Class B Young Urban Contemporary radio station targeting 18 to 34-year-old African-American adults. From 1978 to 1989, WKYS-FM was Washington, D.C.'s perennial Urban Contemporary leader and was frequently the market's number one radio station overall. However, in 1987, WPGC-FM (now owned by CBS Corporation("CBS")) changed its format from Adult Contemporary to CHR/Urban and in Spring of 1989, replaced WKYS-FM as the number one urban radio station in terms of audience share. From 1986 to the Fall of 1994, WKYS-FM's overall ratings rank fell from number one to number twelve with a 3.3% audience share of the 12-plus market, while WPGC-FM moved from near the bottom to number one with a 9.0%audience share of the 12-plus market. In 1995, WPGC-FM was the market's number one billing radio station with over $20.0 million in revenues. By 1995, the former owner of WKYS-FM had abandoned the 18 to 34-year- old demographic group and begun to target 25 to 54-year-olds, making it a direct competitor to Radio One's WMMJ-FM instead of CBS's WPGC-FM. When the Company purchased WKYS-FM in June 1995, it repositioned its programming away from WMMJ-FM and back towards 18 to 34-year-olds and WPGC- FM. Since June 1995, the Company has been able to dramatically increase WKYS-FM's overall 12-plus market audience share rank to number five with a 4.8% audience share, and to number two among 18 to 34-year-olds with an 8.8% audience share of that market. During this same period of time, WPGC-FM has remained number one in the 12-plus market and 18 to 34-year-olds ratings, but its audience share has fallen dramatically from a 9.0% to a 6.1% audience share of the 12-plus market and from a 14.4% to a 10.2% audience share among 18 to 34-year-olds.

WYCB-AM. The Company is currently negotiating the acquisition of WYCB-AM, Washington D.C.'s top-rated Gospel radio station, pursuant to a non-binding amended letter of intent. See "The Transactions-Acquisitions." The Company believes the acquisition of WYCB-AM, with its Gospel programming format, would provide the Company with access to another segment of the African- American community in Washington, D.C., and complement its existing radio station group.

Baltimore, Maryland

The Baltimore market is the 19th largest radio market in terms of population and had 1996 radio advertising revenues totaling an estimated $86.8 million. In 1995, Baltimore had the eleventh largest African-American population in the United States with an MSA population of approximately 2.5 million (approximately 26.0% of which was African-American). The Company believes Baltimore is "under radioed" with only 15 viable FM radio stations (according to Duncan's Radio Market Guide (as de

fined)), in part because of its close proximity to Washington, D.C., making Baltimore a particularly attractive market. The Company believes it owns the strongest franchise of African-American targeted radio stations in the Baltimore market with two of the three FM radio stations and two of the four AM radio stations which target African-Americans.

	1994(c)	1995(c)	1996(c)	FALL 1996(c)
WERQ-FM(a)				
Audience share (12-plus)	5.6%	5.2%	6.4%	7.7%
Audience share rank (12-plus)	6	7	4	1
Audience share (18-34)	8.3%	8.6%	10.7%	13.3%
Audience share rank (18-34)	3	2	2	1
WOLB-AM(a)				
Audience share (12-plus)	0.4%	0.9%	0.6%	0.9%
Audience share rank (12-plus)	32(t)	23 (t)	28 (t)	23 (t)
Audience share (35-64)	0.6%	1.1%	0.9%	1.6%
Audience share rank (35-64)	26 (t)	19 (t)	23	17 (t)
WERQ-FM and WOLB-AM (Combined)(a)				
Audience share (12-plus)	6.0%	6.1%	7.0%	8.6%
Audience share (25-54)	4.3%	4.9%	5.7%	7.4%
Revenue share	5.2%	6.7%	6.7%	N/A
Revenue rank	8	8	8	N/A
WWIN-FM(b)				
Audience share (12-plus)	3.3%	4.0%	3.6%	3.2%
Audience share rank (12-plus)	11	10	10	9
Audience share (25-54)	4.5%	5.5%	4.9%	4.2%
Audience share rank (25-54)	7	5	7 (t)	8
WWIN-AM(b)				
Audience share (12-plus)	1.0%	1.1%	1.1%	1.5%
Audience share rank (12-plus)	21	18 (t)	20 (t)	16
Audience share (35-64)	1.2%	1.1%	1.4%	1.8%
Audience share rank (35-64)	19 (t)	19 (t)	18	15(t)
WWIN-FM and WWIN-AM (Combined)(b)				
Audience share (12-plus)	4.3%	5.1%	4.7%	4.7%
Audience share (25-54)	5.6%	6.6%	6.0%	5.7%
Revenue share	5.1%	5.7%	5.8%	N/A
Revenue rank	9	10	10	N/A

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As used in this table, "N/A" means not applicable or not available and "(t)" means tied with one or more radio stations.

(a) Based upon the Hungerford Report, (Dec. 1996). WERQ-FM and WOLB-FM jointly report revenue data to Hungerford.

(b) Based upon the Hungerford Report, (Dec. 1996). WWIN-FM and WWIN-AM jointly report revenue data to Hungerford.

(c) Audience share and audience share rank data are based on Arbitron four book averages for the years indicated and the Arbitron Market Report for Fall 1996. Revenue share and rank data are based on the Radio Revenue Report by Hungerford for December 1996, 1995 and 1994.

WWIN-FM and WWIN-AM. In January 1992, the Company made its first acquisition outside of the Washington, D.C. market with the purchase of two Baltimore radio stations, WWIN-FM and WWIN- AM, for approximately $4.7 million. At the time, these two radio stations were Black Adult Contemporary and Gospel radio stations, respectively. Combined, the two Baltimore radio stations had approxi-

mately $2.5 million in revenue and approximately $400,000 in broadcast cash flow. During Radio One's first full year of ownership, through aggressive selling efforts and expense control, revenues increased to approximately $3.5 million, and broadcast cash flow increased to approximately $1.0 million. Additionally, at the time of the acquisition, WWIN-FM was a weak second to WXYV-FM, the dominant Urban Contemporary radio station in the market, with less than one-third of that radio station's market share. Today, WWIN-FM is a leading urban radio station, second only to the Company's WERQ-FM, among 25 to 54-year-olds in the Baltimore market (in terms of audience share) and has revenues approaching those of WXYV-FM, while WWIN-AM continues to occupy an attractive niche on the AM frequency with its Gospel programming format.

WERQ-FM and WOLB-AM. In September 1993, the Company made another acquisition in the Baltimore market with the purchase of WERQ-FM and WERQ-AM for approximately $9.0 million. WERQ-FM, which has a full-powered signal, was, at the time of its acquisition, a CHR/Urban radio station, while WERQ-AM was a satellite-fed, all-news radio station. Combined, these radio stations were losing approximately $600,000 per year. The Company proceeded to convert the format of WERQ-FM to a more focused young Urban Contemporary format targeted at 18 to 34-year-old African-Americans, while WERQ-AM was changed to WOLB-AM and simulcast with the Company's Black Talk radio station in Washington, D.C., WOL-AM. These moves, in conjunction with more aggressive sales efforts and savings from radio station clustering, increased revenues by approximately $1.0 million and eliminated the operating loss in these radio stations' first full year of ownership by Radio One. Over time, WERQ-FM's audience share increased dramatically, and today, it is the number one radio station in the 12-plus market, with over twice the audience share of its primary competition, WXYV-FM.

Philadelphia, Pennsylvania

The Philadelphia market is the fifth largest radio market in terms of MSA population and had 1996 radio advertising revenues totaling an estimated $203.8 million. In 1995, Philadelphia had the sixth largest African-American population in the United States with an MSA population of approximately 4.9 million (approximately 19.9% of which was African-American).

WPHI-FM. On February 8, 1997, the Company entered into an LMA with the then-current owner of WPHI-FM, and the radio station's programming format changed from Modern Rock to young Urban Contemporary targeting 18 to 34-year-old African-Americans like WKYS-FM, one of the Company's radio stations in Washington, D.C., and WERQ-FM, one of the Company's radio stations in Baltimore. On May 19, 1997, the Company acquired WPHI-FM, providing the Company with an opportunity to apply its operating strategy in another top-30 African-American market. Although WPHI-FM is a lower powered radio station, the Company believes it adequately reaches at least 90% of the African- Americans in Philadelphia. The Company believes WPHI-FM fit the Company's acquisition model of finding lower powered and lower priced radio stations that will adequately cover a target African- American population due to the relatively high concentration in certain geographic sections of a market.

ADVERTISING REVENUES

Substantially all of the Company's revenues are generated from the sale of local and national advertising for broadcast on its radio stations. Additional broadcasting revenue is generated from network compensation payments and other miscellaneous transactions. Local sales are made by the sales staffs located in Washington, D.C., Baltimore and Philadelphia. National sales are made by firms specializing in radio advertising sales on the national level, in exchange for a commission from the Company that is based on a percentage of the Company's gross revenue from the advertising obtained. Approximately 66% and 64% of the Company's net broadcasting revenues for the fiscal year ended December 31, 1996 and for the three months ended March 30, 1997 were generated from the sale of local advertising and 27% and 25%, respectively, from sales to national advertisers.

The Company believes that advertisers can reach the African-American community more cost- effectively through radio broadcasting than through newspapers or television. Advertising rates charged by radio stations are based primarily on (i) a radio station's audience share within the demographic

groups targeted by the advertisers, (ii) the number of radio stations in the market competing for the same demographic groups and (iii) the supply and demand for radio advertising time. Advertising rates are generally highest during the morning and afternoon commuting hours.

A radio station's listenership is reflected in ratings surveys that estimate the number of listeners tuned to a radio station and the time they spend listening to that radio station. Each radio station's ratings are used by its advertisers and advertising representatives to consider advertising with the radio station, and are used by the Company to chart audience growth, set advertising rates and adjust programming. The radio broadcast industry's principal ratings are the Arbitron ratings. Arbitron publishes monthly and quarterly ratings surveys for significant domestic radio markets. These surveys are the Company's primary source of ratings data with respect to its radio stations. See "Market and Industry Data."

COMPETITION

Radio broadcasting is a highly competitive business. Each of the Company's radio stations competes for audience share and advertising revenue directly with other radio stations, as well as with other media such as billboards, newspapers and television. There are well-capitalized firms competing in the same geographic markets as the Company, many of which have greater financial resources.

The financial success of each of the Company's radio stations depends, to a significant degree, upon its audience ratings, its share of the overall radio advertising revenue within a specific market and the economic health of that market. The audience ratings and advertising revenue of the Company's individual radio stations are subject to change, and any adverse change in a particular market could have a material adverse effect on the total revenue and broadcast cash flow of the Company. The Company's radio stations compete for audience share and advertising revenue directly with other FM and AM radio stations and with other media within their respective markets. While the Company already competes with other radio stations with comparable programming formats in each of its markets, if another radio station in the market were to convert its programming format to a format similar to one of the Company's radio stations, if a new radio station were to adopt a competitive format or if an existing competitor were to strengthen its operations, the Company's radio stations could suffer a reduction in ratings and/or advertising revenue and could require increased promotion and other expenses. In addition, certain of the Company's radio stations compete, and in the future other radio stations of the Company may compete, with duopolies or other combinations of radio stations operated by a single operator.

Radio broadcasting is also increasingly subject to competition from new media technologies that are being developed or introduced, such as the delivery of audio programming by cable television systems or the introduction of digital audio broadcasting ("DAB"). DAB may provide a medium for the delivery by satellite or terrestrial means of multiple audio programming formats to local and national audiences. The Company cannot predict the effect, if any, that any such new technologies may have on the radio broadcasting industry. See "Risk Factors-Competition."

An important element of the Company's growth strategy involves the acquisition of additional radio stations. Following the passage of the Telecommunications Act of 1996, the Antitrust Division of the Department of Justice has become more aggressive in reviewing proposed acquisitions of radio stations and radio station networks which otherwise complied with the FCC's ownership limitations, particularly in instances where the proposed acquiror already owns one or more radio stations in a particular market and the acquisition involves another radio station in the same market. Recently, the Antitrust Division has obtained consent decrees requiring an acquiror to dispose of at least one radio station in a particular market where the acquisition (which would otherwise comply with the FCC's ownership limitations) would have resulted in a concentration of market share by the acquiror. In that case, it is unclear whether the post-acquisition concentration of combined market share or combined advertising revenues of the acquiror was the factor which caused the Antitrust Division to require divestiture. Additionally, any acquisitions are potentially subject to review by the Federal Trade Commission. See "Risk Factors-Antitrust Matters."

EMPLOYEES

The Company employs approximately 225 people, approximately 60 of whom are part-time employees. The Company's employees are not unionized. The Company has not experienced any work stoppages and believes its relations with its employees are satisfactory.

Each radio station has its own on-air personalities and clerical staff. However, in an effort to control broadcast and corporate expenses, Radio One centralizes certain radio station functions by market location. For example, the Company employs one General Manager for each of its markets who is responsible for all of the Company's radio stations located in such markets and the Company's Vice President of Programming oversees programming for all of the Company's radio stations.

FEDERAL REGULATION OF RADIO BROADCASTING

The radio broadcasting industry is subject to extensive and changing regulation over, among other things, programming, technical operations and business and employment practices. The Federal Communications Commission regulates radio broadcast stations pursuant to the Communications Act of 1934, as amended. The Communications Act permits the operation of radio broadcast stations only in accordance with a license issued by the FCC upon a finding that the grant of a license would serve the public interest, convenience and necessity. The Communications Act provides for the FCC to exercise its licensing authority to provide a fair, efficient and equitable distribution of broadcast service throughout the United States. Among other things, the FCC assigns frequency bands for radio broadcasting; determines the particular frequencies, locations and operating power of radio broadcast stations; issues, renews, revokes and modifies radio broadcast station licenses; regulates transmitting equipment used by radio broadcast stations; adopts and implements regulations and policies that directly or indirectly affect the ownership, operation, program content and employment and business practices of radio broadcast stations; and has the power to impose penalties, including monetary forfeitures, for violations of its rules and the Communications Act.

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

The following is a brief summary of certain provisions of the Communications Act and specific FCC rules and policies. This summary does not purport to be complete and is qualified in its entirety by the text of the Communications Act, the FCC's rules, and the public notices and rulings of the FCC. A potential investor should refer to these FCC rules and policies for further information concerning the nature and extent of federal regulation of radio broadcast stations. A licensee's failure to observe these or other FCC rules and policies may result in the imposition of various sanctions, including admonishment, fines, the grant of "short" (less than the full eight-year) renewal terms, grant of a license with conditions or, for particularly egregious violations, the denial of a license renewal application, the revocation of FCC license or the denial of FCC consent to acquire additional broadcast properties. The Congress and the FCC have had under consideration, and may in the future consider and adopt, new laws, regulations and policies regarding a wide variety of matters that could, directly or indirectly, affect the operation, ownership and profitability of Radio One's radio stations, result in the loss of audience share and advertising revenues for Radio One's radio broadcast stations or affect its ability to acquire additional radio broadcast stations or finance such acquisitions. Such matters may include changes to the license authorization and renewal process; proposals to impose spectrum use or other fees on FCC licensees; auction of new broadcast licenses; changes to the FCC's equal employment opportunity regulations and other matters relating to involvement of minorities and women in the broadcasting industry; proposals to change rules relating to political broadcasting and other changes regarding program content; proposals to restrict or prohibit the advertising of beer, wine and other alcoholic beverages; technical and frequency allocation matters, including those relative to the implementation of digital audio broadcasting on both a satellite and terrestrial basis; changes in broadcast cross-interest, multiple own-

ership, foreign ownership, cross-ownership and ownership attribution policies; changes to technical broadcast requirements; proposals to allow telephone companies to deliver audio and video programming to homes in their service areas; and proposals to alter provisions of the tax laws affecting broadcast operations and acquisitions.

The Company cannot predict whether or not any such changes might be adopted nor can it predict what other matters might be considered in the future, nor can it judge in advance what impact, if any, the implementation of any of these proposals or changes might have on its business.

FCC Licenses. The Communications Act provides that a broadcast station license may be granted to any applicant if the public interest, convenience and necessity will be served thereby, subject to certain limitations. In making licensing determinations, the FCC considers an applicant's legal, technical, financial and other qualifications. The FCC grants radio broadcast station licenses for specific periods of time, and, upon application, may renew them for additional terms. Under the Communications Act, radio broadcast station licenses may be granted for a maximum term of eight years.

Generally, the FCC renews radio broadcast licenses without a hearing upon a finding that: (i) the radio station has served the public interest, convenience and necessity, (ii) there have been no serious violations by the licensee of the Communications Act or FCC rules and regulations, and (iii) there have been no other violations of the Communications Act or FCC rules and regulations which, taken together, indicate a pattern of abuse. After considering these factors, the FCC may grant the license renewal application with or without conditions, including renewal for a lesser term, or hold an evidentiary hearing. In addition, the Communications Act authorizes the filing of petitions to deny a license renewal during specific periods of time after a renewal application has been filed. Interested parties, including members of the public, may use such petitions to raise issues concerning a renewal applicant's qualifications. If a substantial and material question of fact concerning a renewal or other application is raised by the FCC or other interested parties, or if for any reason the FCC cannot determine that grant of the renewal application would serve the public interest, convenience and necessity, the FCC will hold an evidentiary hearing on the application. If as a result of an evidentiary hearing the FCC determines that the licensee has failed to meet the requirements specified above and that no mitigating factors justify the imposition of a lesser sanction, then the FCC may deny a license renewal application. Only after a license renewal application is denied will the FCC accept and consider competing applications for the vacated frequency. Also, during certain periods when a renewal application is pending, the transferability of the applicant's license may be restricted. Historically, the company's management has not experienced any material difficulty in renewing any licenses for radio stations under its control. A license renewal application for radio station WOL-AM, Washington, D.C., remains pending. No petitions to deny the application and no competing applications for the broadcast frequency were filed. However, action on the renewal application has apparently been delayed due to the processing by the FCC of a pending complaint against WOL-AM alleging that programming material broadcast on the radio station was indecent and obscene. It is unlikely that such a complaint would result in a denial of the renewal application. Rather, it is most likely that the renewal application will be granted and that the complaint will be resolved by the FCC with a minor sanction, if any, against WOL-AM. If a sanction is imposed, the Company expects that WOL-AM would receive at most a small fine. The term of the licenses for WOL-AM and associated broadcast auxiliary radio stations was to expire on October 1, 1995. However, pursuant to Section 307 of the Communications Act (i) Radio One's timely filing of a license renewal application for the license for WOL-AM has automatically extended the license term until the FCC takes action on the renewal application; and (ii) the license term for each of the broadcast auxiliary licenses used in conjunction with WOL-AM is concurrent with the license for WOL-AM. If, as the Company expects, the WOL-AM license renewal application is renewed without a sanction greater than a monetary fine, such renewal of the license and broadcast auxiliary licenses would be for a license term ending no earlier than October 1, 2003. There can be no assurance, however, that each of Radio One's licenses will necessarily be renewed or, if renewed, be renewed for a full license term or be renewed without conditions.

The FCC classifies each AM and FM radio station. An AM radio station operates on either a clear channel, regional channel or local channel. A clear channel is one on which AM radio stations are assigned to serve wide areas, particularly at night. Clear channel AM radio stations are classified as

either: (i) Class A radio stations, which operate unlimited time and are designed to render primary and secondary service over an extended area, or (ii) Class B radio stations, which operate unlimited time and are designed to render service only over a primary service area. Class D radio stations, which operate either daytime, or unlimited time with low nighttime power, may operate on the same frequencies as clear channel radio stations. A regional channel is one on which Class B and Class D AM radio stations may operate and serve primarily a principal center of population and the rural areas contiguous to it. A local channel is one on which AM radio stations operate unlimited time and serve primarily a community and the suburban and rural areas immediately contiguous to it. A Class C AM radio station operates on a local channel and is designed to render service only over a primary service area that may be reduced as a consequence of interference.

The minimum and maximum facilities requirements for an FM radio station are determined by its class. Possible FM class designations depend upon the geographic zone in which the transmitter of the FM radio station is located. In general, commercial FM radio stations are classified as follows, in order of increasing power and antenna height: Class A, B1, C3, B, C2, C1 or C radio stations.

The following table sets forth with respect to each of the Company's radio stations: (i) the market, (ii) the radio station call letters, (iii) the year of acquisition, (iv) the FCC license classification, (v) the effective radiated power ("ERP"), if an FM radio station, or the power, if an AM radio station, (vi) the antenna height above average terrain ("HAAT"), if an FM radio station, or the above insulator measurement ("AI"), if an AM radio station, (vii) the operating frequency and (viii) the date on which the radio station's FCC license expires.

MARKET(a)	STATION CALL LETTERS	YEAR OF ACQUISITION	FCC CLASS	ERP (FM) POWER (AM) IN WATTS(b)	HAAT (FM) AI (AM) IN METERS(c)	FREQUENCY	EXPIRATION DATE OF LICENSE
Washington, D.C.	WOL-AM	1980	C	1,000	52.1	1450 kHz	10/1/1995(d)
	WMMJ-FM	1987	A	2,900(e)	146.0	102.3 MHz	10/1/2003
	WKYS-FM	1995	B	24,000(f)	215.0	93.9 MHz	10/1/2003
	WYCB-AM	(g)	C	1,000	50.9	1340 kHz	10/1/2003
Baltimore	WWIN-AM	1992	C	1,000	61.0	1400 kHz	10/1/2003
	WWIN-FM	1992	A	3,000	91.0	95.9 MHz	10/1/2003
	WOLB-AM	1993	D	1,000	85.4	1010 kHz	10/1/2003
	WERQ-FM	1993	B	37,000	174.0	92.3 MHz	10/1/2003
Philadelphia	WPHI-FM	(h)	A	340(i)	305.0	103.9 MHz	8/1/1998

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(a) A broadcast station's market may be different from its community of license.

(b) The coverage of an AM radio station is chiefly a function of the power of the radio station's transmitter, less dissipative power losses and any directional antenna adjustments. For FM radio stations, signal coverage area is chiefly a function of the ERP of the radio station's transmitter and the HAAT of the radio station's antenna.

(c) The height of an AM radio station's antenna is measured by reference to AI and the height of an FM radio station's antenna is measured by reference to HAAT.

(d) The license renewal application for WOL-AM is pending as discussed above.

(e) WMMJ-FM uses a directional antenna and it operates at a power equivalent to 6,000 watts at 100 meters.

(f) WKYS-FM and WERQ-FM operate at powers equivalent to 50,000 watts at 150 meters. WERQ-FM uses a directional antenna.

(g) The Company anticipates that it will acquire this radio station in the fourth quarter of 1997. See "The Transactions-Acquisitions."

(h) WPHI-FM operates at a power equivalent to 3,000 watts at 100 meters.

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

a broadcast licensee, the FCC considers, among other things, the financial and legal qualifications of the prospective assignee or transferee, including compliance with FCC restrictions on non-U.S. citizen or entity ownership and control, compliance with FCC rules limiting the common ownership of certain "attributable" interests in broadcast and newspaper properties, the history of compliance with FCC operating rules, and the "character" qualifications of the transferee or assignee and the individuals or entities holding "attributable" interests in them. Applications to the FCC for assignments and transfers are subject to petitions to deny by interested parties.

Under the Communications Act, a broadcast license may not be granted to or held by any corporation that has more than one-fifth of its capital stock owned or voted by non-U.S. citizens or entities or their representatives, by foreign governments or their representatives, or by non-U.S. corporations. Furthermore, the Communications Act provides that no FCC broadcast license may be granted to any corporation directly or indirectly controlled by any other corporation of which more than one-fourth of its capital stock is owned of record or voted by non-U.S. citizens if the FCC finds the public interest will be served by the refusal of such license. These restrictions apply in modified form to other forms of business organizations, including partnerships, and limited liability companies.

The FCC generally applies its other broadcast ownership limits to "attributable" interests held by an individual, corporation, partnership or other association or entity, including limited liability companies. In the case of a corporation holding broadcast licenses, the interest of officers, directors and those who, directly or indirectly have the right to vote five percent or more of the stock of a licensee corporation are generally deemed attributable interests, as are positions as an officer or director of a corporate parent of a broadcast licensee. The FCC treats all partnership interests as attributable, except for those limited partnership interests that are "insulated" from "material involvement" in the media- related activities of the partnership under FCC policies. The FCC currently treats limited liability companies like limited partnerships for purposes of attribution. Stock interests held by insurance companies, mutual funds, bank trust departments and certain other passive investors that hold stock for investment purposes only become attributable with the ownership of ten percent or more of the stock of the corporation holding broadcast licenses. To assess whether a voting stock interest in a direct or an indirect parent corporation of a broadcast licensee is attributable, the FCC uses a "multiplier" analysis in which non-controlling voting stock interests are deemed proportionally reduced at each non-controlling link in a multi-corporation ownership chain. For a person or entity with an attributable interest in a radio broadcast station, a time brokerage agreement with another radio station in the same market creates an attributable interest in the brokered radio station as well as for purposes of the FCC's local radio station ownership rules, if the agreement affects more than 15% of the brokered radio station's weekly broadcast hours. See "-Local Marketing Agreements."

Debt instruments, non-voting stock, options and warrants for voting stock that have not yet been exercised, insulated limited partnership interests where the limited partner is not "materially involved" in the media-related activities of the partnership, and minority voting stock interests in corporations where there is a single holder of more than 50% of the outstanding voting stock whose vote is sufficient to affirmatively direct the affairs of the corporation, generally do not subject their holders to attribution. The FCC's rules also specify other exceptions to these general principles for attribution. The FCC is currently evaluating whether to: (i) raise the benchmark for voting stock from five to ten percent, (ii) raise the benchmark for passive investors from ten to twenty percent, (iii) continue the single 50% stockholder exception, and/or (iv) attribute non-voting stock or perhaps non-voting stock interests when combined with other rights such as voting shares or contractual relationships.

The Communications Act and FCC rules generally restrict ownership operation or control of, or the common holding of attributable interests in, (i) radio broadcast stations above certain limits servicing the same local market, (ii) a radio broadcast station and a television broadcast station servicing the same local market, and (iii) a radio broadcast station and a daily newspaper serving the same local market. These rules include specific signal contour overlap standards to determine compliance. Under these "cross-ownership" rules, the Company, absent waivers, would not be permitted to acquire an attributable interest in any daily newspaper or television broadcast station (other than a low-powered television station) in a local market where it then owned any radio broadcast station, or where its stockholders,

officers or directors had an attributable interest. The FCC's rules provide for the liberal grant of a waiver of the rule prohibiting common ownership of radio and television stations in the same geographic market in the top 25 television markets if certain conditions are satisfied, and the FCC will consider waivers in other markets under more restrictive standards. The FCC is reviewing its ban on the common ownership of a radio station and a television station or newspaper including extending the policy of liberal waivers of common ownership of radio and television stations to the top 50 television markets.

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

- In a radio market with 45 or more commercial radio stations, a party may own, operate, or control up to 8 commercial radio stations, not more than 5 of which are in the same service (AM or FM).

- In a radio market with between 30 and 44 (inclusive) commercial radio stations, a party may own, operate, or control up to 7 commercial radio stations, not more than 4 of which are in the same service (AM or FM).

- In a radio market with between 15 and 29 (inclusive) commercial radio stations, a party may own, operate, or control up to 6 commercial radio stations, not more than 4 of which are in the same service (AM or FM).

- In a radio market with 14 or fewer commercial radio stations, a party may own, operate, or control up to 5 commercial radio stations, not more than 3 of which are in the same service (AM or FM), except that a party may not own, operate, or control more than 50 percent of the radio stations in such market.

Because of these multiple and cross-ownership rules, if a stockholder of Radio One holds an "attributable" interest in Radio One, such stockholder, officer or director may violate the FCC's rules if such person or entity also holds or acquires an attributable interest in other television or radio stations, or in daily newspapers, depending on the number and location of those radio stations and the location of those television broadcast stations or daily newspapers. If an attributable stockholder, officer or director of Radio One violates any of these ownership rules, the Company may be unable to obtain from the FCC one or more authorizations needed to conduct its radio station business and may be unable to obtain FCC consents for certain future acquisitions. As long as one person or entity holds more than 50% of the voting power of the Common Stock of the Company where the vote of such person or entity is sufficient to affirmatively direct the affairs of the Company, another stockholder, unless serving as an officer and/or director, generally would not hold an attributable interest in Radio One. As of March 15, 1997, Ms. Hughes owned approximately 54.2% of the total voting power of the Common Stock of the Company. However, if the Warrants are exercised, Ms. Hughes ownership is reduced to approximately 26.3% and no one person or entity would hold sufficient voting power to direct the affairs of the Company.

In addition, the FCC has a "cross-interest" policy that under certain circumstances could prohibit a person or entity with an attributable interest in a broadcast station, daily newspaper or cable system from having a "meaningful" non-attributable interest in another broadcast station or daily newspaper in the same local market. "Meaningful" interests could include, among other things, significant equity interests (including non-voting stock, voting stock, limited partnership and limited liability company interests) and key management positions. The FCC has issued a further notice of proposed rulemaking in a long-pending proceeding under which the FCC is considering whether and how to modify this policy.

Programming and Operation. The Communications Act requires broadcasters to serve the "public interest." Since the late 1980's, the FCC gradually has relaxed or eliminated many of the more formalized procedures it developed to promote the broadcast of certain types of programming responsive to the needs of a radio station's community. Nevertheless, a broadcast licensee continues to be required to

present programming in response to community problems, needs and interests and to maintain certain records demonstrating its responsiveness. The FCC will consider complaints from listeners about a broadcast station's programming when it evaluates the licensee's renewal application, but listeners' complaints also may be filed and considered at any time. Stations also must follow various FCC rules that regulate, among other things, political advertising, the broadcast of obscene or indecent programming, sponsorship identification, the broadcast of contests and lotteries and technical operation (including limits on human exposure to radio frequency radiation). From time to time, complaints may be filed against the Company's radio stations alleging violations of these or other rules. One complaint is pending against the Company alleging indecent and obscene broadcasts on radio station WOL-AM during 1993. The Company believes that this complaint will not result in either monetary forfeitures of a material nature or any other regulatory action which might have a materially adverse effect on the Company's radio stations or FCC licenses.

In addition, licensees must develop and implement programs designed to promote equal employment opportunities and must submit reports to the FCC on these matters annually and in connection with the licensee's renewal application. The FCC rules also prohibit a broadcast licensee from simulcasting more than 25% of its programming on another radio station in the same broadcast service (that is, AM/AM or FM/FM). The simulcasting restriction applies if the licensee owns both radio broadcast stations or owns one and programs the other through a local marketing agreement, provided that the contours of the radio stations overlap in a certain manner. Failure to observe these or other rules and policies can result in the imposition of various sanctions, including fines or conditions, the grant of "short" (less than the maximum eight year) renewal terms or, for particularly egregious violations, the denial of a license renewal application or the revocation of a license.

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

A radio broadcast station that brokers time on another radio broadcast station or engages in a time brokerage agreement with a radio broadcast station in the same market will be considered to have an attributable ownership interest in the brokered radio station for purposes of the FCC's local ownership rules, if the time brokerage arrangement covers more than 15% of the brokered weekly broadcast hours. As a result, a radio broadcast station may not enter into a time brokerage agreement that allows it to program more than 15% of the broadcast time, on a weekly basis, of another local radio broadcast station that it could not own under the FCC's local multiple ownership rules. The FCC is considering whether it should treat as attributable multiple business arrangements among local radio stations such as joint sales accompanied by debt financing. Also, as described above, FCC rules prohibit a radio broadcast licensee from simulcasting more than 25% of its programming on another radio broadcast station in the same broadcast service (that is, AM/AM or FM/FM) where the two radio stations serve substantially the same geographic area, whether the licensee owns both radio stations or owns one radio station and programs the other through a time brokerage agreement. Thus far, the FCC has not considered what relevance, if any, a time brokerage agreement may have upon its evaluation of a licensee's performance at renewal time. On February 8, 1997, the Company entered into an LMA with the then-owner of WPHI-FM in Philadelphia. The LMA allowed the Company to program WPHI-FM 24 hours a day,

seven days a week, and continued in effect until the consummation of the Philadelphia Acquisition on May 19, 1997. Radio One may enter into additional LMAs in the future.

In 1985, the FCC adopted rules regarding human exposure to levels of radio frequency ("RF") radiation. These rules require applicants for renewal of broadcast licenses or modification of existing licenses to inform the FCC at the time of filing such applications whether an existing broadcast facility would expose people to RF radiation in excess of certain guidelines. The FCC adopted more restrictive radiation limits which are to become effective September 1, 1997.

Digital Audio Broadcasting. The FCC recently has allocated spectrum to a new technology, digital audio broadcasting, to deliver satellite-based audio programming to a national or regional audience and issued regulations for a DAB service on March 3, 1997. DAB may provide a medium for the delivery by satellite or terrestrial means of multiple new audio programming formats with compact disc quality sound to local and national audiences. It is not known at this time whether this technology also may be used in the future by existing radio broadcast stations either on existing or alternate broadcasting frequencies. In addition, applicants who applied to the FCC for authority to offer multiple channels of digital, satellite-delivered S-Band aural services that could compete with conventional terrestrial radio broadcasting participated in an auction of the spectrum reserved for DAB held in April 1997. Two licenses were awarded through the auction pursuant to which the licensees will be permitted to sell advertising and lease channels. The FCC's rules require that the service begin by 2001 and be fully operational by 2003. These satellite radio services use technology that may permit higher sound quality than is possible with conventional AM and FM terrestrial radio broadcasting. Recently, the FCC proposed to establish a new Wireless Communications Service ("WCS") in the 2305-2320 and 2345-2360 MHZ bands (the "WCS Spectrum"). The FCC also proposed to award one or more licenses for the WCS Spectrum by competitive bidding using multiple round electronic auction procedures which occurred in April 1997. Licensees would be permitted to provide any fixed, mobile, radio location services, or digital satellite radio service using the WCS Spectrum. Implementation of DAB would provide an additional audio programming service that could compete with the Company's radio stations for listeners, but the effect upon the Company cannot be predicted.

SUBSIDIARIES AND RELATED ENTITIES

The FCC licenses for each of the radio stations operated by Radio One are held by Radio One Licenses, Inc. a Delaware corporation and a wholly-owned subsidiary of the Company ("License Company"). License Company holds no other material assets. The Company does not have any subsidiaries other than License Company but it may have other subsidiaries in the future.

TRADEMARKS AND PATENTS

Radio One owns numerous domestic trademark registrations, a few pending trademark applications and a registered copyright related to the business of the Company's radio stations. Radio One does not own any patents or patent applications. The Company's management does not believe that any of Radio One's trademarks, or its copyright, are material to the Company's business or operations.

PROPERTIES AND FACILITIES

In addition to Radio One's principal executive offices, the types of properties required to support each of the Company's radio stations include offices, studios, transmitter sites and antenna sites. The Company owns and leases transmitter and antenna sites in the Baltimore market, and owns and leases transmitter and antenna sites for its radio stations in the Washington, D.C. market and for WPHI-FM.

Radio One leases its current principal executive offices which are located in the office building located at 5900 Princess Garden Parkway, Lanham, Maryland (the "Lanham Offices"). The Company expects to move the studios for the Company's Washington, D.C. radio stations within such offices later this year. The Lanham Offices are leased from National Life Insurance Company, a Vermont corporation, pursuant to a lease agreement (the "Lanham Lease"). The Lanham Lease has a term of fifteen years with lease payments of approximated $198,000 per annum at lease commencement, increasing to

approximately $390,000 per annum by lease expiration, payable in equal monthly installments. It is anticipated the Company will spend an estimated $1.3 million in tenant improvements and new equipment in connection with taking possession of the Lanham Offices in May 1997 in order to adequately equip the space with office and studio amenities to be used by the Company. The Company has an option, which has been exercised, to purchase the office building located at 5900 Princess Garden Parkway, Lanham, Maryland (the "Lanham Building") in which the Lanham Offices are located. If the average monthly building rents for the Lanham Building for July and August 1997 equal or exceed a stated minimum gross rent amount, the closing of the Company's purchase of the Lanham Building will occur on September 30, 1997. If the minimum gross rent amount is not met for such period, the Company may waive the minimum gross rent condition and proceed to close the purchase of the Lanham Building or elect to postpone the closing, on a month-to-month basis, until the average monthly building rents for a two-month period equal or exceed the minimum gross rent amount. If the minimum gross rent condition has not been met and therefore the closing has not occurred on or prior to July 31, 1998, or if, prior to receipt of notice that the gross rent condition has been met, the Company delivers written notice that it shall not proceed to closing on or before such date, the Company shall have no further obligation to purchase the Lanham Building and the seller shall pay to the Company an amount, not to exceed $240,000, equal to the Company's expenditures for tenant improvements to the Lanham Building. The Company may assign its right to purchase the Lanham Building to Mr. Liggins or an entity controlled by Mr. Liggins and has agreed to provide to the holders of the Senior Preferred Stock an opportunity to purchase an interest in the Lanham Building in the event the Company or its assignee consummates the purchase of the Lanham Building. See "Certain Transactions-Office Leases."

Radio One leases office space and studio facilities for its Baltimore, Maryland radio stations, which are located at 100 St. Paul Street, Baltimore, Maryland (the "Baltimore Lease") from Chalrep Limited Partnership, a Maryland limited partnership controlled by Ms. Hughes and Mr. Liggins ("Chalrep"). The Baltimore Lease has a term of ten years expiring October 31, 2003, with an option to extend the term an additional five years under certain conditions. The Baltimore Lease provides for lease payments of $96,000 per annum during the first five years and $120,000 per annum during years six through ten. The lease payments under the Baltimore Lease are payable in equal monthly installments. Under the Baltimore Lease, the Company is also responsible for a share of the real estate taxes, operating costs and administrative expenses allocable to the Company pursuant to a formula contained in the Baltimore Lease. See "Certain Transactions-Office Leases."

The Company owns substantially all of its other equipment, consisting principally of transmitting antennae, transmitters, studio equipment and office equipment. The towers, antennae and other transmission equipment used by the Company's radio stations are generally in good condition, although opportunities to upgrade facilities are periodically reviewed.

The Company believes that its facilities for its radio stations in Washington, D.C., Baltimore, Maryland and Philadelphia, Pennsylvania are suitable and of adequate size for its current and intended purposes.

LEGAL PROCEEDINGS

There are no legal proceedings pending or threatened to which the Company is a party or to which any of its properties are subject, other than routine litigation incidental to its business which either is covered by insurance or is not expected to have a material adverse effect on the Company.

DIRECTORS AND EXECUTIVE OFFICERS

The executive officers and directors of the Company, as well as additional information with respect to those persons, are set forth in the table below. All directors serve for the term for which they are elected or until their successors are duly elected and qualified or until death, retirement, resignation or removal. The Company anticipates entering into employment agreements with each of the executive officers of the Company as described below. The executive officers and directors of Radio One are:

NAME	AGE	POSITION
Catherine L. Hughes(a)	50	Chairperson of the Board and Director
Alfred C. Liggins, III(a)	32	Chief Executive Officer, President and Director
Scott R. Royster	32	Executive Vice President and Chief Financial Officer
Terry L. Jones(b)	50	Director
Brian W. McNeill(b)	41	Director
P. Richard Zitelman(b)	41	Director

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(a) Mr. Alfred C. Liggins, III is the son of Ms. Catherine L. Hughes.

(b) Member of the Compensation Committee.

Ms. Hughes has been Chairperson of the Board, Secretary and a Director of Radio One since 1980, and was Chief Executive Officer of Radio One from 1980 to 1997. She was one of the founders of Radio One's predecessor in 1980. Since 1980, Ms. Hughes has worked in various capacities for the Company including President, General Manager, General Sales Manager and talk show host. She began her career in radio as the General Sales Manager of WHUR-FM, the Howard University-owned, urban-contemporary radio station.

Mr. Liggins has been Chief Executive Officer since 1997, and President, Treasurer and a Director of Radio One since 1989. Mr. Liggins joined the Company in 1985 as an Account Manager at WOL-AM. In 1987 he was promoted to General Sales Manager and promoted again in 1988 to General Manager overseeing the Company's Washington, D.C. operations. In 1989, Mr. Liggins became President of Radio One and engineered the Company's expansion into other markets. Mr. Liggins is a 1995 graduate of the Wharton School of Business/Executive M.B.A. Program.

Mr. Royster has been Executive Vice President of the Company since 1997 and Chief Financial Officer of the Company since 1996. Prior to joining the Company, he served as an independent consultant to Radio One. From 1995 to 1996, Mr. Royster was a principal at TSG Capital Group, LLC, a private equity investment firm located in Stamford, Connecticut, which has been an investor in the Company since 1987. Mr. Royster has also served as an associate and later a principal at Capital Resource Partners from 1992 to 1995, a private capital investment firm in Boston, Massachusetts, and as an analyst at Chemical Banking Corporation (now Chase Banking Corporation) and a Senior Analyst at Chemical Venture Partners (now Chase Venture Partners) from 1987 to 1990. Mr. Royster is a 1987 graduate of Duke University and a 1992 graduate of Harvard Business School.

Mr. Jones has been a director of Radio One since 1995. Since 1990, Mr. Jones has been President of Syndicated Communications, Inc. ("Syncom I"), a communications venture capital investment company, and its wholly owned subsidiary, Syncom. He joined Syncom I in 1978 as a Vice President. Mr. Jones serves in various capacities, including director, president, general partner and vice president, for various other entities affiliated with Syncom I. He also serves on the board of directors of the National Association of Investment Companies, Delta Capital Corporation, Sun Delta Capital Access Center and the Southern African Enterprise Development Fund. Mr. Jones earned his B.S. degree from Trinity College, his M.S. from George Washington University and his M.B.A. from Harvard Business School.

Mr. McNeill has been a director of Radio One since 1995. Since 1986, Mr. McNeill has been a General Partner of Burr, Egan, Deleage & Co., a major private equity firm which specializes in investments in the communications and technology industries. He has served as a director in many private

radio and television broadcasting companies such as Tichenor Media Systems, OmniAmerica Group, Panache Broadcasting and Shockley Communications. From 1979 to 1986, he worked at the Bank of Boston where he started and managed that institution's broadcast lending group. Mr. McNeill is a graduate of Holy Cross College and has earned an M.B.A. from the Amos Tuck School at Dartmouth College.

Mr. Zitelman has been a director of Radio One since 1995. Since 1985, Mr. Zitelman has been the President and sole principal of the Zitelman Group, Inc., a consulting firm. Since 1984, Mr. Zitelman has been involved in the ownership and financial oversight of various radio stations. Mr. Zitelman is currently a principal and Chief Financial Officer of Spring Broadcasting, L.L.C. which owns and operates nine radio stations in four markets. From 1985 to 1994, Mr. Zitelman was a principal of Media Capital, Inc., which invested in, operated and later sold various radio stations. Mr. Zitelman is a certified public accountant and earned his B.S. from the Wharton School of Business at the University of Pennsylvania.

COMMITTEES OF THE BOARD OF DIRECTORS

The Company intends to form an Audit Committee of the board of directors of Radio One. At least two of the directors serving on such Audit Committee will be directors who are not employees of the Company.

COMPENSATION OF DIRECTORS AND EXECUTIVE OFFICERS

Compensation of Directors

Non-officer directors of the Company are reimbursed for all out-of-pocket expenses related to meetings attended. Non-officer directors receive no additional compensation for their services as directors of the Company, except for Mr. Zitelman, whose consulting firm bills the Company for the time he spends attending board meetings at his standard hourly consulting rate. Mr. Zitelman, through his consulting firm, received a fee for consulting services rendered in connection with the Philadelphia Acquisition. See "Certain Transactions-Other Affiliated Transactions." Officers of the Company who serve as directors do not receive compensation for their services as directors other than the compensation they receive as officers of the Company.

Executive Compensation

The following information relates to compensation of the Company's Chief Executive Officer and each of its other executive officers (the "Named Executives") during the fiscal year ended December 31, 1996. The following information does not reflect any compensation awarded to, earned by or paid to the Named Executives subsequent to December 31, 1996, except as may otherwise be indicated.

SUMMARY COMPENSATION TABLE

NAME AND PRINCIPAL POSITION	YEAR	ANNUAL COMPENSATION SALARY	BONUS	OTHER COMPENSATION
Catherine L. Hughes ..... Chairperson of the Board and Secretary	1996	$150,000	$31,447	$18,321
Alfred C. Liggins, III ..... Chief Executive Officer, President and Treasurer	1996	150,000	-	19,486
Scott R. Royster ..... Executive Vice President and Chief Financial Officer	1996	55,577(a)	-	-

(a) Mr. Royster provided consulting services for the Company in July 1996 and joined the Company as an employee in August 1996. Disclosed compensation represents consulting fees received by Mr. Royster and the portion of his $125,000 annual salary paid during 1996.

EMPLOYMENT AGREEMENTS

Ms. Catherine L. Hughes is the Company's Chairperson of the Board. For the fiscal year ended December 31, 1996, the Company paid Ms. Hughes an annual salary of $150,000 and a bonus of $31,447 and reimbursed her in the aggregate amount of $18,321 for various expenses incurred by Ms. Hughes, which represents additional compensation. The Company anticipates entering into an employment agreement with Ms. Hughes which would provide for Ms. Hughes to serve as the Company's Chairperson of the Board with an annual base compensation of $225,000, subject to an annual increase and an annual bonus at the discretion of the Company's board of directors. The Company currently compensates Ms. Hughes in accordance with the terms of such anticipated employment agreement.

Mr. Alfred C. Liggins, III is the Company's Chief Executive Officer and President. For the fiscal year ended December 31, 1996, the Company paid Mr. Liggins an annual salary of $150,000 and reimbursed him in the aggregate amount of $19,486 for various expenses incurred by Mr. Liggins, which represents additional compensation. The Company anticipates entering into an employment agreement with Mr. Liggins which would provide for Mr. Liggins to serve as the Company's Chief Executive Officer and President with an annual base compensation of $225,000, subject to an annual increase and an annual bonus at the discretion of the Company's board of directors. The Company currently compensates Mr. Liggins in accordance with the terms of such anticipated employment agreement. The Company and Mr. Liggins are currently negotiating the terms of an equity incentive plan for Mr. Liggins based upon certain performance criteria.

Mr. Scott R. Royster is the Company's Executive Vice President and Chief Financial Officer. For the fiscal year ended December 31, 1996, the Company paid Mr. Royster $48,077 of his annual salary of $125,000 and $7,500 in consulting fees. The Company anticipates entering into a three-year employment agreement with Mr. Royster pursuant to which Mr. Royster will continue to serve as the Company's Chief Financial Officer and will receive an annual base compensation of $165,000, subject to an annual increase and an annual bonus at the discretion of the Company's board of directors. The Company currently compensates Mr. Royster in accordance with the terms of such anticipated employment agreement.

401(k) PLAN

The Company has adopted and maintains a defined contribution plan that is qualified pursuant to Sections 401(a) and 401(k) of the Code. All regular employees who have been employed by the Company for at least 90 days are eligible to participate in the plan. For each employee who elects to participate in the plan and makes a contribution thereto, the Company may make a discretionary matching contribution and/or a discretionary profit sharing contribution on an annual basis.

PRINCIPAL STOCKHOLDERS

The following table sets forth certain information immediately following consummation of the Transactions which occured on May 19 1997 regarding the Company's capital stock, including (a) the beneficial ownership of the Common Stock and the Senior Preferred Stock and (b) the beneficial ownership of the Common Stock and Senior Preferred Stock by (i) each person beneficially owning more than 5% of the outstanding shares of Common Stock or the Senior Preferred Stock, (ii) each of Radio One's directors, (iii) each of the Named Executives in the table under "Management-Compensation of Directors and Executive Officers-Summary Compensation Table," and (iv) all of Radio One's directors and executive officers as a group. See "Description of Capital Stock."

	SHARES OF COMMON STOCK BENEFICIALLY OWNED, WITHOUT GIVING EFFECT TO EXERCISE OF THE WARRANTS(a)		SHARES OF COMMON STOCK BENEFICIALLY OWNED, GIVING EFFECT TO EXERCISE OF THE WARRANTS(a)		SHARES OF SENIOR PREFERRED STOCK BENEFICIALLY OWNED AFTER THE NOTES OFFERING AND THE EXISTING NOTES EXCHANGE	
	NUMBER OF SHARES(b)	PERCENT OF SHARES OUTSTANDING	NUMBER OF SHARES(b)	PERCENT OF SHARES OUTSTANDING	NUMBER OF SHARES	PERCENT OF SHARES OUTSTANDING
Catherine L. Hughes(c)(d)	75.00	26.3%	75.00	26.3%	-	-
Alfred C. Liggins, III(c)(d)	62.45	21.9%	62.45	21.9%	-	-
Terry L. Jones(e)(f)	-	-	36.12	12.7%	13,595.69	6.5%
Brian W. McNeill(g)(f)	-	-	29.52	10.3%	72,139.57	34.5
ALTA Subordinated Debt Partners III, L.P(h)(i)	-	-	29.52	10.3%	72,139.57	34.5
Alliance Enterprise Corporation(h)(j) ...	-	-	18.70	6.6%	9,126.55	4.4
BancBoston Investments Inc.(h)(k)	-	-	20.15	7.1%	49,249.44	23.5
Capital Dimensions Venture Fund, Inc.(h)(l)	-	-	15.24	5.3%	37,258.14	17.8
Fulcrum Venture Capital Corporation(h)(m)	-	-	15.61	5.5%	9,650.09	4.6
Syncom Capital Corporation(h)(n)	-	-	36.12	12.7%	13,595.69	6.5
All Directors and Executive Officers of Radio One as a group(o)	137.45	99.3%	137.45	48.1%	-	-

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(a) The "Warrants" refer to the amended and restated warrants to purchase 147.04 shares of Common Stock issued by the Company on May 19, 1997. The information as to beneficial ownership is based on statements furnished to Radio One by the beneficial owners. As used in this table, "beneficial ownership" means the sole or shared power to vote or direct the voting of a security, or the sole or shared investment power with respect to a security (i.e., the power to dispose of, or direct the disposition of, a security). Other than with respect to the Warrants, a person is deemed as of any date to have "beneficial ownership" of any security that such person has the right to acquire within 60 days of such date. For purposes of computing the percentage of outstanding shares held by each person named above, other than with respect to the Warrants, any security that such person has the right to acquire within 60 days of the date of the calculation is deemed to be outstanding, but is not deemed to be outstanding for purposes of computing the percentage ownership of any other person. The Company and Mr. Liggins are currently negotiating the terms of an equity incentive plan for Mr. Liggins based upon certain performance criteria.

(b) The shares of Common Stock are subject to a voting agreement with respect to the election of Radio One's directors (which is included in the Warrantholders' Agreement). See "Description of Capital Stock."

(c) The business address for such persons is c/o Radio One, 5900 Princess Garden Parkway, 7th Floor, Lanham, Maryland 20706.

(d) Ms. Hughes and Mr. Liggins may be deemed to share beneficial ownership of shares of capital stock owned by each other by virtue of the fact that Ms. Hughes is Mr. Liggins' mother. Each of Ms. Hughes and Mr. Liggins disclaims such beneficial ownership.

(e) Represents immediately exercisable Warrants to purchase 36.12 shares of Common Stock held by Syncom. Mr. Jones is the President of Syncom and his address is c/o Syncom Capital Corporation, 8401 Colesville Road, Suite 300, Silver Spring, MD 20910. Mr. Jones may be deemed to share beneficial ownership of shares of Common Stock issuable to Syncom upon exercise of the Warrants by virtue of his affiliation with Syncom. Mr. Jones disclaims beneficial ownership in such shares.

(f) Mr. Jones may be deemed to share beneficial ownership of shares of Senior Preferred Stock to be owned of record by Syncom by virtue of his affiliation with Syncom. Mr. Jones disclaims any beneficial ownership of such shares of Senior Preferred Stock. Mr. McNeill may be deemed to share beneficial ownership of Senior Preferred Stock to be owned of record

by Alta subsequent to the consummation of the Existing Notes Exchange by virtue of his affiliation with Alta. Mr. McNeill disclaims any beneficial ownership of such shares.

(g) Represents immediately exercisable Warrants to purchase 29.52 shares of Common Stock held by Alta Subordinated Debt Partners III, L.P. Mr. McNeill is a general partner of Alta Subordinated Debt Partners III, L.P. and his address is c/o Alta Subordinated Debt Partners III, L.P., c/o Burr, Egan, Deleage & Co., One Post Office Square, Boston, MA 02109. Mr. McNeill may be deemed to share beneficial ownership of shares of Common Stock issuable to Alta Subordinated Debt Partners III, L.P. upon exercise of the Warrants by virtue of his affiliation with Alta Subordinated Debt Partners III, L.P. Mr. McNeill disclaims any beneficial ownership of such shares.

(h) The Warrants are subject to the terms of a Standstill Agreement dated as of May 19, 1997 among Radio One, the subsidiaries of Radio One, NationsBank of Texas, N.A., the Trustee, and the other parties named therein (the "Standstill Agreement") which provides, among other things, that for so long as the New Credit Facility, if any, or the Exchange Notes are outstanding, the Warrants are collectively only exercisable for up to (but not including) 50% of the Common Stock. Although the Warrants are currently exercisable, the holders of a majority of the outstanding shares of Senior Preferred Stock must exercise their Warrants if any are to be exercised prior to the eighth anniversary of the Issue Date.

(i) Represents immediately exercisable Warrants to acquire 29.52 shares of Common Stock. The principal address of Alta Subordinated Debt Partners III, L.P. is c/o Burr, Egan, Deleage & Co., One Post Office Square, Boston, MA 02109.

(j) Represents immediately exercisable Warrants to acquire 18.70 shares of Common Stock. The principal address of Alliance Enterprise Corporation is 12655 N. Central Expressway, Suite 700, Dallas, TX 75243.

(k) Represents immediately exercisable Warrants to acquire 20.15 shares of Common Stock. The principal address of BancBoston Investments, Inc. is 100 Federal Street, 32nd Floor, Boston, MA 02110.

(l) Represents immediately exercisable Warrants to acquire 15.24 shares of Common Stock. The principal address of Capital Dimensions Venture Fund, Inc. is 2 Appletree Square, Suite 335-T, Minneapolis, MN 55425.

(m) Represents immediately exercisable Warrants to acquire 15.61 shares of Common Stock. The principal address of Fulcrum Venture Capital Corporation is 300 Corporate Point, Suite 380, Culver City, CA 90230.

(n) Represents immediately exercisable Warrants to acquire 36.12 shares of Common Stock. The principal address of Syncom Capital Corporation is 8401 Colesville Road, Suite 300, Silver Spring, MD 20910.

(o) The shares of Common Stock set forth on this line do not include any shares of Common Stock or Senior Preferred Stock which Mr. Jones and Mr. McNeill may be deemed to beneficially own. See footnotes (e), (f) and (g), above.

CERTAIN TRANSACTIONS

RADIO ONE OF ATLANTA, INC.

Mr. Liggins, who is the Chief Executive Officer and President of the Company, is also the President of Radio One of Atlanta, Inc., which owns and operates one radio station in Atlanta and owns a minority interest in Dogwood. Dogwood holds an FCC construction permit to establish another radio station in the Atlanta area. Mr. Liggins has voting control of ROA, subject to certain conditions, and owns approximately 47% of the outstanding capital stock of ROA. See "Risk Factors-Potential Conflicts of Interest."

The Company has entered into a management agreement with ROA whereby the Company provides accounting, financial and strategic planning, other general management services and general programming support services to ROA and Dogwood. In exchange for such corporate services, the Company is paid an annual retainer of approximately $100,000 and is reimbursed for all of its out-of-pocket expenses incurred in connection with the performance of such corporate services. The Company believes that the compensation paid to the Company under such management agreement and the other material terms thereof are not materially different than if the agreement were with an unaffiliated third party.

In addition, Mr. Liggins received a lump sum fee of $50,000 from ROA in April 1997 as compensation for services he personally provided to ROA. Mr. Liggins has not previously received any compensation from ROA or Dogwood. The Company's Vice President of Programming, Steve Hegwood, is also employed by ROA and is paid a salary for programming ROA's radio station in addition to the salary he receives from the Company. Mr. Hegwood utilized certain resources and the services of certain employees of the Company in performance of his services for ROA.

OFFICE LEASES

Lanham, Maryland

The Company's principal executive offices for its Washington, D.C. radio stations are located in the office building located at 5900 Princess Garden Parkway, Lanham, Maryland, and the studios for the Company's Washington, D.C. radio stations will be moved within such offices later this year. The Company leases these offices from National Life Insurance Company, a Vermont corporation (the "Landlord"). The Landlord has granted the Company, and the Company has exercised, an option to purchase the Lanham Building for $3.75 million, less a credit of up to $288,000 (related to the tenant improvements the Company is making to the Lanham Offices, and the rent payments the Company is making for the Lanham Offices) and subject to an increase attributable to the Company's pro rata share of the costs paid by the Landlord in connection with entering into each lease of a portion of the Lanham Building. If the average monthly building rents for the Lanham Building for July and August 1997 equal or exceed a stated minimum gross rent amount, the closing of the Company's purchase of the Lanham Building will occur on September 30, 1997. If the minimum gross rent amount is not met for such period, the Company may waive the minimum gross rent condition and proceed to close the purchase of the Lanham Building or elect to postpone the closing, on a month-to-month basis, until average monthly building rents for a two-month period equal or exceed the minimum gross rent amount. If the minimum gross rent condition has not been met and therefore the closing has not occurred on or prior to July 31, 1998, or if, prior to receipt of notice that the gross rent condition has been met, the Company delivers written notice that it shall not proceed to closing on or before such date, the Company shall have no further obligation to purchase the Lanham Building and the seller shall pay to the Company an amount, not to exceed $240,000, equal to the Company's expenditures for tenant improvements to the Lanham Building. The Company expects to assign its right to purchase the Lanham Building to Mr. Liggins in order to preserve the Company's borrowing capacity. The holders of the Senior Preferred Stock will be provided with an opportunity to purchase an interest in the Lanham Building at the closing, if any, of the purchase of the Lanham Building. Mr. Liggins will be assigned the Lanham Lease by the Landlord at the closing, if any, of the purchase of the Lanham Building and the Company shall continue to make lease payments to Mr. Liggins (or such assignee). In addition, if the closing of the purchase of the Lanham Building occurs, Mr. Liggins (or his assignee) will be required to pay the Company consideration, in

some form, in an amount equal to an aggregate of $288,000. Such consideration could take the form of a reduction in the Company's lease payment obligations in respect of the Lanham Offices, the transfer of an interest in the Lanham Building to the Company or some other form. The Company's management believes that the terms of the Lanham Lease are not materially different than if the agreement were with an unaffiliated third party with no option to purchase the underlying property. See "Business-Properties."

Baltimore, Maryland

Radio One leases office space located at 100 St. Paul Street, Baltimore, Maryland from Chalrep, a limited partnership controlled by Ms. Hughes and Mr. Liggins. The Company's management believes that the terms of this lease are not materially different than if the agreement were with an unaffiliated third party. See "Business-Properties."

OTHER AFFILIATED TRANSACTIONS

The Zitelman Group, Inc. received a fee of $50,000 for consulting services rendered in connection with the Philadelphia Acquisition. The Zitelman Group, Inc. is wholly owned by Mr. Zitelman, who serves as a member of the Company's board of directors and is a member of the Company's Compensation Committee. The Zitelman Group, Inc. also receives consulting fees for the time Mr. Zitelman spends attending the Company's board meetings and providing other consulting services to the Company, at his standard hourly consulting rate.

DESCRIPTION OF THE EXCHANGE NOTES

The Exchange Notes offered hereby will be issued as a separate series of Notes pursuant to the Indenture dated as of May 15, 1997, among the Company, Radio One Licenses, Inc. and United States Trust Company of New York, as trustee (the "Trustee"). The following is a summary of certain provisions of the Indenture and the Exchange Notes, a copy of which Indenture and the form of Exchange Notes may be obtained from the Company The following summary of certain provisions of the Indenture does not purport to be complete and is subject to, and is qualified in its entirety by reference to, all the provisions of the Indenture, including the definitions of certain terms therein and those terms made a part thereof by the Trust Indenture Act of 1939, as amended. Definitions of certain capitalized terms used in the following summary are set forth under "-Certain Definitions."

GENERAL

The Notes are and the Exchange Notes will be, senior subordinated, unsecured obligations of the Company, limited to $85,478,000 aggregate principal amount, and will mature on May 15, 2004. The Senior Subordinated Notes will bear cash interest from May 19, 1997 to and including May 15, 2000 at a rate per annum of 7% on the aggregate principal amount of the Senior Subordinated Notes, and after May 15, 2000 until maturity at a rate per annum of 12% on the aggregate principal amount of the Senior Subordinated Notes. Interest will be payable semi-annually on May 15 and November 15 of each year, commencing November 15, 1997, to the holders of record at the close of business on the preceding May 1 or November 1, as the case may be. The Senior Subordinated Notes will bear interest on overdue principal and premium, if any, and, to the extent permitted by law, overdue interest at the rate per annum shown on the front cover of this Prospectus plus 2%. Interest on the Senior Subordinated Notes will be computed on the basis of a 360-day year comprised of twelve 30-day months.

The Exchange Notes will be issued only in fully registered form, without coupons, in denominations of $1,000 and any integral multiple thereof. No service charge will be made for any registration of transfer or exchange of Exchange Notes, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

OPTIONAL REDEMPTION

Except as set forth in the following paragraph, the Exchange Notes will not be redeemable at the option of the Company prior to May 15, 2001. Thereafter, the Exchange Notes will be subject to redemption, at the option of the Company, in whole or in part, at any time and from time to time upon not less than 30 nor more than 60 days' notice mailed to each Holder's registered address. The Exchange Notes will be subject to redemption in amounts of $1,000 or an integral multiple of $1,000 at the following Redemption Prices (expressed as percentages of principal amount) plus accrued and unpaid interest, if any, to but excluding the Redemption Date (subject to the right of Holders of record on the relevant Regular Record Date to receive interest due on an Interest Payment Date that is on or prior to the Redemption Date), if redeemed during the 12-month period beginning on May 15 of each of the years indicated below:

YEAR	REDEMPTION PRICE
2001	106%
2002	104%
2003	100%

In addition, the Company may redeem in the aggregate up to 25% of the original principal amount of Senior Subordinated Notes at any time and from time to time prior to May 15, 2000 at a Redemption Price equal to 112% of the Accreted Value of the Senior Subordinated Notes plus accrued and unpaid interest to the Redemption Date out of the net proceeds of one or more Public Equity Offerings; provided, that at least $64,109,000 in aggregate principal amount of Senior Subordinated Notes remains outstanding immediately after the occurrence of any such redemption and that any such redemption occurs within 180 days following the closing of each such Public Equity Offering.

In the case of any partial redemption, selection of the Senior Subordinated Notes for redemption will be made by the Trustee on a pro rata basis, by lot or by such other method as the Trustee in its sole discretion shall deem to be fair and appropriate, although no Senior Subordinated Note of $1,000 in original principal amount or less shall be redeemed in part. If any Exchange Note is to be redeemed in part only, the notice of redemption relating to such Exchange Note shall state the portion of the principal amount thereof to be redeemed. A new Exchange Note in principal amount equal to the unredeemed portion thereof will be issued in the name of the Holder thereof upon cancellation of the original Exchange Note. On and after the Redemption Date, interest will cease to accrue on Exchange Notes or portions of Exchange Notes called for redemption.

GUARANTEES

The obligations of the Company pursuant to the Exchange Notes, including the repurchase obligation resulting from a Change of Control, will be unconditionally guaranteed, jointly and severally, on an unsecured senior subordinated basis, by the License Subsidiary and each of the other Subsidiary Guarantors pursuant to the Subsidiary Guarantees. Each Subsidiary Guarantee will be limited to an amount not to exceed the maximum amount that can be guaranteed by the applicable Subsidiary Guarantor without rendering the Subsidiary Guarantee, as it relates to such Subsidiary Guarantor, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer or similar laws affecting the rights of creditors generally. If a Subsidiary Guarantee were to be rendered voidable, it could be subordinated by a court to all other indebtedness (including guarantees and other contingent liabilities) of the applicable Subsidiary Guarantor, and, depending on the amount of such indebtedness, a Subsidiary Guarantor's liability on its Subsidiary Guarantee could be reduced to zero. See "Risk Factors-Fraudulent Transfer Statutes."

Pursuant to the Indenture, a Subsidiary Guarantor may consolidate with, merge with or into, or transfer all or substantially all its assets to any other Person to the extent described below under "- Limitation on Merger, Consolidation and Sale of Assets;" provided, however, that if such other Person is not the Company, such Subsidiary Guarantor's obligations under its Subsidiary Guarantee must be expressly assumed by such other Person. However, upon the sale or other disposition (including by way of consolidation or merger) of a Subsidiary Guarantor or the sale or disposition of all or substantially all the assets of a Subsidiary Guarantor (in each case other than to an Affiliate of the Company) permitted by the Indenture, such Subsidiary Guarantor will be released and relieved from all its obligations under its Subsidiary Guarantee. See "-Limitation on Merger, Consolidation and Sale of Assets."

SUBORDINATION

The Exchange Notes will, to the extent set forth in the Indenture, be subordinate in right of payment to the prior payment in full in cash or Cash Equivalents of all Senior Debt. Upon any payment or distribution of assets to creditors upon any liquidation, dissolution, winding up, reorganization, assignment for the benefit of creditors, marshaling of assets or any bankruptcy, insolvency or similar proceedings of the Company, the holders of Senior Debt will first be entitled to receive payment in full of such Senior Debt in cash or Cash Equivalents before the Holders of the Exchange Notes will be entitled to receive any payment in respect of the principal of (and premium, if any) or interest on the Exchange Notes. In the event that, notwithstanding the foregoing, the Trustee or the Holder of any Exchange Note receives any payment or distribution of assets of the Company of any kind or character before all the Senior Debt is paid in full in cash or Cash Equivalents, then such payment or distribution will be required to be paid over or delivered forthwith to the trustee in bankruptcy or other Person making payment or distribution of assets of the Company for application to the payment of all Senior Debt remaining unpaid, to the extent necessary to pay the Senior Debt in full in cash or Cash Equivalents.

In the event that any of the Exchange Notes are declared due and payable prior to their stated maturity, the holders of Senior Debt shall be entitled to receive payment in full in cash or Cash Equivalents of all Senior Debt before the holders of the Exchange Notes shall be entitled to receive any payment on account of the principal of (or premium, if any) or interest on the Exchange Notes or on account of the purchase or redemption or other acquisition of the Exchange Notes.

The Company may not make any payments on account of the Exchange Notes or on account of the purchase, redemption or other acquisition of Exchange Notes following the maturity (on the due date, upon acceleration or otherwise) of any Senior Debt until such Senior Debt is paid in full in cash or Cash Equivalents. The Company also may not make any payments on the account of the Exchange Notes or on account of the purchase or redemption or other acquisition of Exchange Notes if there shall have occurred and be continuing a default in the payment of Senior Debt (a "Payment Default"). In addition, if any default (other than a Payment Default) with respect to any Designated Senior Debt permitting the holders thereof (or a percentage thereof or a trustee on behalf thereof) to accelerate the maturity thereof (a "Nonmonetary Default") has occurred and is continuing and the Company and the Trustee have received written notice thereof from the representatives of holders of such Designated Senior Debt, then the Company may not make any payments (other than payments previously made pursuant to the provisions described under "-Defeasance") on account of the Exchange Notes or on account of the purchase or redemption or other acquisition of Exchange Notes for a period (a "blockage period") commencing on the date the Company and the Trustee receive such written notice and ending on the earlier of (x) 179 days after such date and (y) the date, if any, on which the Designated Senior Debt to which such default relates is discharged or such default is waived or otherwise cured. In any event, not more than one blockage period may be commenced during any period of 360 consecutive days and there shall be a period of at least 181 consecutive days in each period of 360 consecutive days when no blockage period is in effect. No Nonmonetary Default that existed or was continuing on the date of the commencement of any blockage period with respect to the Designated Senior Debt initiating such blockage period will be, or can be, made the basis for the commencement of a subsequent blockage period, unless such default has been cured or waived for a period of not less then 180 consecutive days. In the event that, notwithstanding the foregoing, the Company makes any payment to the Trustee or the Holder of any Exchange Note prohibited by these subordination provisions, then such payment will be required to be paid over and delivered forthwith to the holders of the Senior Debt remaining unpaid, to the extent necessary to pay in full in cash or cash equivalents all the Senior Debt.

Each Subsidiary Guarantee will, to the extent set forth in the Indenture, be subordinated in right of payment to the prior payment in full in cash or cash equivalents of all Senior Debt of such Subsidiary Guarantor and will be subject to the rights of holders of Designated Senior Debt of such Subsidiary Guarantor to initiate blockage periods upon terms substantially comparable to the subordination of the Exchange Notes to all Senior Debt of the Company. Consistent with the subordination of the Subsidiary Guarantees, the Indenture will provide that for purposes of any applicable fraudulent transfer or similar laws, indebtedness under the Credit Agreement will be deemed to have been incurred prior to the incurrence by any Subsidiary Guarantor of its liabilities under its Subsidiary Guarantee. See "Risk Factors-Fraudulent Transfer Statutes."

By reason of such subordination, in the event of insolvency, certain creditors of the Company or a Subsidiary Guarantor who are not holders of Senior Debt may recover less, ratably, than holders of Senior Debt and may recover more, ratably, than the Holders of the Exchange Notes.

The subordination provisions described above will cease to be applicable to the Exchange Notes and the Subsidiary Guarantees upon any defeasance or covenant defeasance of the Exchange Notes as described under "-Defeasance".

The Company and the Subsidiary Guarantors expect to incur additional Indebtedness constituting Senior Debt. The Indenture does not prohibit or limit the incurrence of additional Senior Debt, provided that the incurrence of such Senior Debt is otherwise permitted thereunder including under the limitations described under "Certain Covenants-Limitation on Incurrence of Indebtedness and Issuance of Preferred Stock".

BOOK-ENTRY, DELIVRY AND FORM

The Exchange Notes will initially be issued in the form of one Global Note, except as described below. The Global Note will be deposited promptly after the Expiration Date with, or on behalf of, The Depository Trust Company (the "Depositary") and registered in the name of Cede & Co., a nominee of the Depositary. Except as set forth below, the Global Note may be transferred, in whole and not in part,

only to the Depositary or another nominee of the Depositary. Investors may hold their beneficial interests in the Global Note directly through the Depositary if they have an account with the Depositary or indirectly through organizations which have accounts with the Depositary.

The Depositary has advised the Company as follows: The Depositary is a limited-purpose trust company organized under the laws of the State of New York, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934 (the "Exchange Act"). The Depositary was created to hold securities of institutions that have accounts with the Depositary ("participants") and to facilitate the clearance and settlement of securities transactions among its participants in such securities through electronic book-entry changes in accounts of the participants, thereby eliminating the need for physical movement of securities certificates. The Depositary's participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. Access to the Depositary's book-entry system is also available to others such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a participant, whether directly or indirectly.

Upon the issuance of the Global Note, the Depositary will credit, on its book-entry registration and transfer system, the principal amount of the Exchange Notes represented by such Global Note to the accounts of participants. Ownership of beneficial interests in the Global Note will be limited to participants or persons that may hold interests through participants. Ownership of beneficial interests in the Global Notes will be shown on, and the transfer of those ownership interests will be effected only through, records maintained by the Depositary (with respect to participants' interests) and such participants (with respect to the owners of beneficial interests in the Global Note other than participants). The laws of some jurisdictions may require that certain purchasers of securities take physical delivery of such securities in definitive form. Such limits and laws may impair the ability to transfer or pledge beneficial interests in the Global Note.

So long as the Depositary, or its nominee, is the registered holder and owner of the Global Note, the Depositary or such nominee, as the case may be, will be considered the sole legal owner and holder of the related Exchange Notes for all purposes of such Exchange Notes and the Indenture. Except as set forth below, owners of beneficial interests in the Global Note will not be entitled to have the Exchange Notes represented by the Global Note registered in their names, will not receive or be entitled to receive physical delivery of certificated Exchange Notes in definitive form and will not be considered to be the owners of any Exchange Notes under the Global Note. The Company understands that under existing industry practice, in the event an owner of a beneficial interest in the Global Note desires to take any action that the Depositary, as the holder of the Global Note, is to take, the Depositary would authorize the participants to take such action, and that the participants would authorize beneficial owners owning through such participants to take such action or would otherwise act upon the instructions of beneficial owners owning through them.

Payment of principal of and interest on Exchange Notes represented by the Global Note registered in the name of and held by the Depositary or its nominee will be made to the Depositary or its nominee, as the case may be, as the registered owner and holder of the Global Note.

The Company expects that the Depositary or its nominee, upon receipt of any payment of principal of or interest on the Global Note, will credit participants' accounts with payments in amounts proportionate to their respective beneficial interests in the principal amount of the Global Note as shown on the records of the Depositary or its nominee. The Company also expects that payments by participants to owners of beneficials interests in the Global Note held through such participants will be governed by standing instructions and customary practices and will be the responsibility of such participants. The Company will not have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Global Note for any Exchange Note or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests or for any other aspect of the relationship between the Depositary and its participants or the relationship between such participants and the owners of beneficial interests in the Global Note owning through such participants.

Unless and until it is exchanged in whole or in part for certificated Exchange Notes in definitive form, the Global Note may not be transferred except as a whole by the Depositary to a nominee of such Depositary or by a nominee of such Depositary to such Depositary or another nominee of such Depositary.

Although the Depositary has agreed to the foregoing procedures in order to facilitate transfers of interests in the Global Note among participants of the Depositary, it is under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued at any time. Neither the Trustee nor the Company will have any responsibility for the performance by the Depositary or its participants or indirect participants of their respective obligations under the rules and procedures governing their operations.

Certificated Securities

The Exchange Notes represented by the Global Note are exchangeable for certificated Exchange Notes in definitive form of like tenor as such Exchange Notes ("Certificated Securities") in denominations of U.S. $1,000 and integral multiples thereof if (i) the Depositary notifies the Company that it is unwilling or unable to continue as Depositary for the Global Note or if at any time the Depositary ceases to be a clearing agency registered under the Exchange Act, (ii) the Company in its discretion at any time determines not to have all of the Exchange Notes evidenced by the Global Note or (iii) a default entitling the holders of the Exchange Notes to accelerate the maturity thereof has occurred and is continuing. Any Exchange Note that is exchangeable pursuant to the preceding sentence is exchangeable for Certificated Securities issuable in authorized denominations and registered in such names as the Depositary shall direct. Subject to the foregoing, the Global Note is not exchangeable, except for a Global Note of the same aggregate denomination to be registered in the name of the Depositary or its its nominee.

Neither the Company nor the Trustee shall be liable for any delay by the Depositary or any participant or indirect participant in identifying the beneficial owners of the Exchange Notes, and the Company and the Trustee may conclusively rely on, and shall be protected in relying on, instructions from the Depositary for all purposes (including with respect to the registration and delivery, and their respective principal amounts, of the Exchange Notes to be issued).

The information in this section concerning the Depositary and the Depositary's book-entry system has been obtained from such sources that the Company believes to be reliable. The Company will have no responsibility for the performance by the Depositary or its participants of their respective obligations as described hereunder or under the rules and procedures governing their respective operations.

SAME-DAY PAYMENT

The Indenture will require that payments in respect of Exchange Notes (including principal, premium and interest) be made by mailing a check to each holder's registered address; provided, however, that payments shall be made, upon request, by wire transfer of immediately available funds to U.S. dollar accounts in a bank in the United States specified by holders of Exchange Notes in an aggregate principal amount of $1 million or more and payments to the Depositary shall be made by wire transfer of immediately available funds.

CERTAIN COVENANTS

The Indenture contains covenants including, among others, the following:

Limitation on Certain Asset Sales. The Company will not, and will not permit any of its Restricted Subsidiaries to:

(i) sell, lease, transfer, convey or otherwise dispose of any assets (including by way of a saleand-leaseback) other than in the ordinary course of business, or

(ii) issue or sell Equity Interests of any of its Restricted Subsidiaries,

in each case, whether in a single transaction or a series of related transactions, to any Person (other than (x) an issuance, sale, lease, conveyance or disposal by a Restricted Subsidiary to the Company or one of its Wholly Owned Restricted Subsidiaries, (y) an Asset Swap permitted by the covenant described under "-Limitation on Asset Swaps" or (z) the sale of the Equity Interests of any Unrestricted Subsidiary) (each of the foregoing, an "Asset Sale"), unless:

(x) the Company or such Restricted Subsidiary, as the case may be, receives consideration at the time of such Asset Sale at least equal to the Fair Market Value of the assets or Equity Interests sold or otherwise disposed of;

(y) at least 80% of such consideration is in the form of cash and Cash Equivalents; and

(z) if such Asset Sale includes Equity Interests of any Restricted Subsidiary, 100% of the Equity Interests of such Restricted Subsidiary owned by the Company or any other Restricted Subsidiary are sold or otherwise disposed of in such Asset Sale.

Following any Asset Sale, the Company may elect to apply all or a portion of the Net Proceeds from such Asset Sale, within 360 days of such Asset Sale, (a) to permanently reduce or satisfy any Senior Debt (and, in the event that such Senior Debt is extended under a revolving credit or similar facility, to permanently reduce the aggregate commitments thereunder as then in effect) or (b) to acquire Broadcast Assets. Pending the final application of any such Net Proceeds, the Company may temporarily reduce Senior Debt or invest such Net Proceeds in Permitted Investments or to reduce loans outstanding under any revolving credit facility of the Company or any Restricted Subsidiary. Any Net Proceeds from an Asset Sale not applied to the reduction of Senior Debt or to the acquisition of Broadcast Assets as provided in the first sentence of this paragraph, upon expiration of such 360-day period will be deemed to constitute "Excess Proceeds."

Whenever aggregate Excess Proceeds realized since the Issue Date minus the aggregate purchase price of Notes which have been the subject of any previous Offer to Purchase ("Net Excess Proceeds") exceeds $5.0 million the Company will commence an Offer to Purchase within 30 days after the date on which the Net Excess Proceeds exceeded $5.0 million. Such Offer to Purchase shall be for a principal amount of Senior Subordinated Notes then outstanding having an aggregate purchase price equal to such Net Excess Proceeds in accordance with the procedures set forth in the Indenture.

Notwithstanding the foregoing provisions of this covenant, the Company and the Restricted Subsidiaries will not be required to apply any Net Proceeds in accordance with this covenant except to the extent that the aggregate Net Proceeds from all Asset Sales which are not applied in accordance with this covenant exceeds $1.0 million.

For the purpose of this covenant, the following are deemed to be cash: (x) the assumption of Senior Debt of the Company or any Restricted Subsidiary and the release of the Company or such Restricted Subsidiary from all liability on such Senior Debt in connection with such Asset Sale (other than customary indemnification provisions relating thereto which do not involve the repayment of funded indebtedness) and (y) securities received by the Company or any Restricted Subsidiary from the transferee that are promptly converted by the Company or such Restricted Subsidiary into cash.

Limitation on Asset Swaps. The Company will not, and will not permit any Restricted Subsidiary to, engage in any Asset Swaps, unless:

(i) at the time of entering into the agreement to swap assets and immediately after giving effect to the proposed Asset Swap, no Default or Event of Default shall have occurred and be continuing;

(ii) at the time of entering into the agreement to swap assets and after giving pro forma effect to the proposed Asset Swap as if such Asset Swap had occurred at the beginning of the applicable four-quarter period, the Company would be permitted to incur at least $1.00 of additional Indebtedness under the Debt to EBITDA Ratio test described below under "-Limitation on Incurrence of Indebtedness and Issuance of Preferred Stock";

(iii) after giving pro forma effect to the proposed Asset Swap as if such Asset Swap had occurred at the beginning of the four most recent full fiscal quarters ending immediately prior to the date of the proposed Asset Swap, the ratio of (A) EBITDA of the Company and its Restricted Subsidiaries on a consolidated basis for such four-quarter period to (B) the Consolidated Cash Interest Expense of the Company and its Restricted Subsidiaries for such four-quarter period exceeds 1.2 to 1.0; and

(iv) the respective Fair Market Values of the assets being purchased and sold by the Company or any of its Restricted Subsidiaries are substantially the same at the time of entering into the agreement to swap assets.

Limitation on Restricted Payments. (a) The Company will not, and will not permit any Restricted Subsidiary, directly or indirectly, to make a Restricted Payment if at the time the Company or such Restricted Subsidiary makes such Restricted Payment: (1) a Default shall have occurred and be continuing (or would result therefrom); (2) 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, the Company would not be permitted to incur at least $1.00 of additional Indebtedness under the Debt to EBITDA Ratio test described below under "-Limitation on Incurrence of Indebtedness and Issuance of Preferred Stock", or (3) the aggregate amount of such Restricted Payment and all other Restricted Payments since the Issue Date would exceed the sum of:

(A) an amount equal to the Company's EBITDA cumulated from April 1, 1997 to the end of the Company's most recently ended full fiscal quarter, taken as a single accounting period, minus 1.4 times the sum of (i) the Company's Consolidated Interest Expense from April 1, 1997 to the end of the Company's most recently ended full fiscal quarter, taken as a single accounting period, plus (ii) all dividends or other distributions paid or made by the Company or any Restricted Subsidiary on any Disqualified Stock of the Company or any of its Subsidiaries during such period;

(B) the aggregate Net Cash Proceeds received by the Company from the issuance or sale of its Equity Interests (other than Disqualified Stock) subsequent to the Issue Date (other than an issuance or sale to a Subsidiary of the Company and other than an issuance or sale to an employee stock ownership plan or to a trust established by the Company or any of its Subsidiaries for the benefit of their employees);

(C) the amount by which Indebtedness of the Company is reduced on the Company's balance sheet upon the conversion or exchange (other than by a Subsidiary of the Company) subsequent to the Issue Date of any Indebtedness of the Company convertible or exchangeable for Equity Interests (other than Disqualified Stock) of the Company (less the amount of any cash, or the fair value of any property distributed by the Company upon such conversion or exchange other than Equity Interests not constituting Disqualified Stock); and

(D) an amount equal to the sum of (i) the net reduction in Investments in Unrestricted Subsidiaries resulting from dividends, repayments of loans or advances or other transfers of assets, in each case to the Company or any Restricted Subsidiary from Unrestricted Subsidiaries, and (ii) the portion (proportionate to the Company's equity interest in such Subsidiary) of the fair market value of the net assets of an Unrestricted Subsidiary at the time such Unrestricted Subsidiary is designated a Restricted Subsidiary; provided, that the foregoing sum shall not exceed, in the case of any Unrestricted Subsidiary, the amount of Investments previously made (and treated as a Restricted Payment) by the Company or any Restricted Subsidiary in such Unrestricted Subsidiary.

(b) Notwithstanding the provisions of the foregoing paragraph (a), the foregoing paragraph (a) shall not prohibit:

(i) any Restricted Payment made out of the proceeds of the substantially concurrent sale of, and any acquisition of any Equity Interest of the Company made by exchange for, Equity Interests of the Company (other than Disqualified Stock and Capital Stock issued or sold to a Subsidiary of

the Company or an employee stock ownership plan or to a trust established by the Company or any of its Subsidiaries for the benefit of their employees); provided, that (A) such Restricted Payment shall be excluded in the calculation of the amount of Restricted Payments and (B) the Net Cash Proceeds from such sale shall be excluded from the calculation of amounts under clause (3)(B) of paragraph (a) above;

(ii) any purchase, repurchase, redemption, defeasance or other acquisition or retirement for value of Subordinated Debt made by exchange for, or out of the proceeds of the substantially concurrent sale of, Indebtedness of the Company which is permitted to be Incurred pursuant to the covenant described under "-Limitation on Incurrence of Indebtedness and Issuance of Preferred Stock"; provided, that such purchase, repurchase, redemption, defeasance or other acquisition or retirement for value shall be excluded in the calculation of the amount of Restricted Payments;

(iii) dividends paid within 60 days after the date of declaration thereof if at such date of declaration such dividend would have complied with this covenant; provided, that (A) at the time of payment of such dividend, no Default shall have occurred and be continuing (or result therefrom), and (B) such dividend shall be included in the calculation of the amount of Restricted Payments from and after such time;

(iv) loans to members of management of the Company or any Restricted Subsidiary the proceeds of which are used for a concurrent purchase of Equity Interests of the Company or a capital contribution to the Company (provided that the proceeds from such purchase of Equity Interests or capital contribution shall be excluded from the calculation of amounts under clause (3)(B) of paragraph (a) above); provided, that such loans shall be included in the calculation of the amount of Restricted Payments from and after such time;

(v) any principal payment on, or purchase, redemption, defeasance or other acquisition or retirement for value of, any Indebtedness that is subordinated by its terms to the Senior Subordinated Notes out of Excess Proceeds available for general corporate purposes after consummation of all required purchases of Senior Subordinated Notes pursuant to an Offer to Purchase, provided, that the amount of such payments shall be excluded in the calculation of the amount of Restricted Payments from and after such time; and

(vi) repurchases of Equity Interests of the Company from any employee of the Company (other than a Principal Shareholder) whose employment with the Company has ceased; provided, that the aggregate amount of such repurchases shall not exceed $500,000 in any year; provided further, that the amount of such payments shall be included in the calculation of the amount of Restricted Payments from and after such time.

Limitation on Incurrence of Indebtedness and Issuance of Preferred Stock. The Company will not, and will not permit any of its Restricted Subsidiaries to, Incur any Indebtedness (including Acquired Debt) or issue any preferred stock, except that the Company may:

(i) issue preferred stock that is not Disqualified Stock at any time, and

(ii) Incur Indebtedness or issue Disqualified Stock if the Debt to EBITDA Ratio of the Company and its Restricted Subsidiaries at the time of Incurrence of such Indebtedness or issuance of such Disqualified Stock, after giving pro forma effect thereto, does not exceed 7.0 to 1.0; provided that any such Indebtedness (other than Senior Debt) Incurred by the Company shall, at the time of Incurrence, have a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of the Notes.

The foregoing limitations will not apply to the Incurrence of any of the following:

(a) Indebtedness consisting of Senior Bank Debt; provided, that the aggregate principal amount outstanding at any time under this clause (a) does not exceed $10 million;

(b) Existing Indebtedness;

(c) Indebtedness represented by the Senior Subordinated Notes and the Subsidiary Guarantees;

(d) Refinancing Indebtedness, provided, that

(1) the principal amount of such Refinancing Indebtedness shall not exceed the principal amount of Indebtedness or amount of Disqualified Stock so extended, refinanced, renewed, replaced, substituted, defeased or refunded (plus the amount of expenses incurred and premiums paid in connection therewith),

(2) with respect to Refinancing Indebtedness of any Indebtedness other than Senior Debt or Disqualified Stock, the Refinancing Indebtedness shall have 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, substituted, defeased or refunded, and

(3) with respect to Refinancing Indebtedness of Indebtedness other than Senior Debt or any Disqualified Stock incurred by: (i) the Company, such Refinancing Indebtedness shall rank no more senior, and shall be at least as subordinated, in right of payment to the Senior Subordinated Notes as the Indebtedness being extended, refinanced, replaced, renewed, substituted, defeased or refunded; and (ii) a Subsidiary Guarantor, such Refinancing Indebtedness shall rank no more senior, and shall be at least as subordinated, in right of payment to the Subsidiary Guarantee of such Subsidiary Guarantor as the Indebtedness being extended, refinanced, replaced, renewed, substituted, defeased or refunded;

(e) intercompany Indebtedness between the Company and any of its Wholly Owned Restricted Subsidiaries;

(f) Hedging Obligations, including interest rate swap obligations, that are incurred in the ordinary course of business for the purpose of fixing or hedging interest rate risk with respect to any floating rate Indebtedness which Indebtedness is permitted by the terms of the Indenture to be outstanding;

(g) guarantees by the Company and the Subsidiary Guarantors of any Indebtedness of the Company or any Restricted Subsidiary permitted under this covenant;

(h) Indebtedness of the Company or any Restricted Subsidiary consisting of indemnification, adjustment of purchase price or similar obligations, in each case incurred in connection with the disposition of any assets of the Company or any Restricted Subsidiary; and

(i) Indebtedness of the Company or any of its Restricted Subsidiaries (in addition to Indebtedness permitted by clauses (b) - (h) of this section) in an aggregate principal amount at any time outstanding that, together with any Indebtedness incurred pursuant to clause (a) of this section, does not exceed $5 million.

Limitation on Restricted Subsidiary Equity Interests. The Company will not permit any Restricted Subsidiary to issue any Equity Interests, except for (i) Equity Interests issued to and held by the Company or a Wholly Owned Restricted Subsidiary, and (ii) Equity Interests issued by a Person prior to the time (A) such Person becomes a Restricted Subsidiary, (B) such Person merges with or into a Restricted Subsidiary or (C) a Restricted Subsidiary merges with or into such Person; provided that such Equity Interests were not issued or incurred by such Person in anticipation of the type of transaction contemplated by subclause (A), (B) or (C).

Limitation on Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries. The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create or otherwise cause or suffer to exist or become effective any encumbrance or restriction on the ability of any Restricted Subsidiary to:

(i) (a) pay dividends or make any other distributions to the Company or any other Restricted Subsidiary (1) on its Equity Interests or (2) with respect to any other interest or participation in, or measured by, its profits, or (b) pay any Indebtedness owed to the Company or any other Restricted Subsidiary,

(ii) make loans or advances to the Company or any other Restricted Subsidiary, or

(iii) transfer any of its properties or assets to the Company or any other Restricted Subsidiary, except for such encumbrances or restrictions existing under or by reason of:

(A) any Existing Indebtedness;

(B) applicable law;

(C) any instrument governing Indebtedness or Equity Interests of a Person acquired by the Company or any of its Restricted Subsidiaries as in effect at the time of such acquisition (except to the extent such Indebtedness was incurred in connection with or in contemplation of such acquisition), provided that (1) such restriction is not applicable to any other Person or the properties or assets of any other Person, and (2) the consolidated net income (loss) of such acquired Person for any period prior to such acquisition shall not be taken into account in determining whether such acquisition was permitted by the terms of the Indenture;

(D) by reason of customary nonassignment provisions in leases entered into in the ordinary course of business and consistent with past practices;

(E) Purchase Money Indebtedness for property acquired in the ordinary course of business that only impose restrictions on the property so acquired;

(F) Refinancing Indebtedness permitted under the Indenture, provided that the restrictions contained in the agreements governing such Refinancing Indebtedness are no more restrictive in the aggregate than those contained in the agreements governing the Indebtedness being refinanced immediately prior to such refinancing;

(G) the Credit Agreement;

(H) agreements relating to the financing of the acquisition of real or tangible personal property acquired after the date of the Indenture, provided, that such encumbrance or restriction relates only to the property which is acquired and, in the case of any encumbrance or restriction that constitutes a Lien, such Lien constitutes a Purchase Money Lien; or

(I) any restriction or encumbrance contained in contracts for sale of assets in respect of the assets being sold pursuant to such contract.

Transactions with Affiliates. The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, sell, lease, transfer or otherwise dispose of any of its properties or assets to, or purchase any property or assets from, or enter into any contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, any Affiliate of the Company or any Restricted Subsidiary (each of the foregoing, an "Affiliate Transaction"), unless:

(i) such Affiliate Transaction is on terms that are no less favorable to the Company or the relevant Restricted Subsidiary than those that would have been obtained in a comparable transaction by the Company or such Restricted Subsidiary with a non-Affiliated Person;

(ii) such Affiliate Transaction is approved by a majority of the disinterested members of the Company's Board of Directors; and

(iii) the Company delivers to the Trustee:

(a) with respect to any Affiliate Transaction involving aggregate payments in excess of $1.0 million, an Officers' Certificate certifying that such Affiliate Transaction complies with clauses (i) and (ii) above; and

(b) with respect to any Affiliate Transaction (or series of related transactions) with an aggregate value in excess of $5.0 million, an opinion from a nationally recognized investment bank to the effect that the transaction is fair to the Company or the Restricted Subsidiary, as the case may be, from a financial point of view; provided that none of the following shall constitute an Affiliate Transaction:

(A) employment arrangements (including customary benefits thereunder) entered into by the Company or any of its Restricted Subsidiaries in the ordinary course of business and consistent with the past practice of the Company or such Restricted Subsidiary;

(B) transactions solely between or among the Company and its Wholly Owned Restricted Subsidiaries or solely between or among Wholly Owned Restricted Subsidiaries;

(C) transactions permitted by the provisions of the Indenture described above under "Limitation on Restricted Payments;"

(D) any agreement as in effect on the Issue Date or any amendment thereto or any transaction contemplated thereby (including pursuant to any amendment thereto) and any replacement agreement thereto so long as any such amendment or replacement agreement is not more disadvantageous to the holders of Senior Subordinated Notes in any material respect than the original agreement as in effect on the Issue Date;

(E) the existence of, or the performance by the Company or any of its Restricted Subsidiaries of its obligations under the terms of, any stockholders agreement (including any registration rights agreement or purchase agreement related thereto) to which it is a party on the Issue Date;

(F) services provided to any Unrestricted Subsidiary of the Company for fees approved by the Board of Directors; and

(G) the issuance, sale or other disposition of any Equity Interest (other than Disqualified Stock) of the Company, including any equity-related agreements relating thereto such as registration rights and voting agreements so long as such agreements do not result in such Equity Interests being Disqualified Stock.

Limitation on Senior Subordinated Debt. The Company will not Incur (i) any Indebtedness that is subordinate or junior in ranking in right of payment by its terms to any Senior Debt of the Company and senior in right of payment by its terms to the Senior Subordinated Notes or (ii) any Secured Debt that is not Senior Debt unless contemporaneously therewith effective provision is made to secure the Senior Subordinated Notes equally and ratably with such Secured Debt for so long as such Secured Debt is secured by a Lien.

The Company will not permit any Subsidiary Guarantor to Incur (i) any Indebtedness that is subordinated or junior in ranking in right of payment to its Senior Debt and senior in right of payment to its Subsidiary Guarantee or (ii) any Secured Debt that is not Senior Debt unless contemporaneously therewith effective provision is made to secure its Subsidiary Guarantee equally and ratably with such Secured Debt for so long as such Secured Debt is secured by a Lien.

SEC Reports. Notwithstanding that the Company may not be subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, the Company shall file with the SEC and provide the Trustee and Noteholders with such annual reports and such information, documents and other reports as are specified in Sections 13 and 15(d) of the Exchange Act and applicable to a U.S. corporation subject to such Sections, such information, documents and other reports to be so filed and provided at the times specified for the filing of such information, documents and reports under such Sections.

Ratings for Senior Subordinated Notes. The Company shall use its reasonable best efforts to obtain by June 30, 1998 the publication of ratings for the Senior Subordinated Notes from Moody's Investors Service, Inc. and from Standard and Poor's Ratings Group (or any successor to either of them) or, in the event that either of such entities at such time no longer publishes ratings for long-term debt securities, then any other nationally recognized statistical rating organization (as defined in Rule 436 under the Securities Act).

Change of Control. Upon the occurrence of a Change of Control, the Company will be required to commence an Offer to Purchase all Senior Subordinated Notes then outstanding in accordance with the procedures set forth in the Indenture. The Company shall comply, to the extent applicable, with the

requirements of Section 14(e) of the Exchange Act and any other securities laws or regulations in connection with an Offer to Purchase Senior Subordinated Notes pursuant to this covenant. To the extent the provisions of any securities laws or regulations conflict with the provisions of this covenant, the Company shall comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations under this covenant by virtue thereof.

The Change of Control purchase feature is a result of negotiations between the Company and the Initial Purchasers. Management has no present intention to engage in a transaction involving a Change of Control, although it is possible that the Company would decide to do so in the future. Subject to the limitations discussed below, the Company could, in the future, enter into certain transactions, including acquisitions, refinancings or other recapitalizations, that would not constitute a Change of Control under the Indenture, but that could increase the amount of Indebtedness outstanding at such time or otherwise affect the Company's capital structure or credit ratings. Restrictions on the ability of the Company to incur additional Indebtedness are contained in the covenants described under "-Certain CovenantsLimitation on Incurrence of Indebtedness and Issuance of Preferred Stock."

Such restrictions can only be waived with the consent of the holders of a majority in principal amount of the Senior Subordinated Notes then outstanding. Except for the limitations contained in such covenants, however, the Indenture will not contain any covenants or provisions that may afford holders of the Senior Subordinated Notes protection in the event of a highly leveraged transaction.

Future indebtedness of the Company may contain prohibitions on the occurrence of certain events that would constitute a Change of Control or require such indebtedness to be repurchased upon a Change of Control. Moreover, the exercise by the holders of their right to require the Company to commence an Offer to Purchase the Senior Subordinated Notes could cause a default under such indebtedness, even if the Change of Control itself does not, due to the financial effect of such Offer to Purchase on the Company. Finally, the Company's ability to pay cash to the holders of Senior Subordinated Notes following the occurrence of a Change of Control may be limited by the Company's then existing financial resources. There can be no assurance that sufficient funds will be available when necessary to make an Offer to Purchase the Senior Subordinated Notes. The provisions under the Indenture relative to the Company's obligation to make an Offer to Purchase the Senior Subordinated Notes as a result of a Change of Control may be waived or modified with the written consent of the holders of a majority in principal amount of the Senior Subordinated Notes.

Future Subsidiary Guarantors. The Company will (i) cause each Person which, after the Issue Date, becomes a Wholly Owned Restricted Subsidiary of the Company to execute and deliver a supplemental indenture and thereby become a Subsidiary Guarantor bound by the Subsidiary Guarantee of the Senior Subordinated Notes in the form set forth in the Indenture (without such Subsidiary Guarantor being required to execute and deliver its Subsidiary Guarantee endorsed on the Senior Subordinated Notes) and (ii) deliver to the Trustee an Opinion of Counsel, in form and substance reasonably satisfactory to the Trustee, that the Subsidiary Guarantee of such Subsidiary Guarantor is a valid and legally binding obligation of such Subsidiary Guarantor.

The Subsidiary Guarantors will, jointly and severally, unconditionally guarantee the due and punctual payment of the principal, premium, if any, and interest on the Senior Subordinated Notes on an unsecured senior subordinated basis pursuant to the Subsidiary Guarantees as described under "Subordination". See "Risk Factors-Fraudulent Transfer Statutes." All Subsidiary Guarantors may be released from their obligations under the Subsidiary Guarantees as described under "-Defeasance", and any Subsidiary Guarantor may be released from its obligations under its Subsidiary Guarantee as described under "-Limitation on Merger, Consolidation and Sale of Assets."

LIMITATION ON MERGER, CONSOLIDATION AND SALE OF ASSETS

(a) The Company may not consolidate or merge with or into (whether or not the Company is the Surviving Person), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its properties or assets in one or more related transactions, to another Person, unless:

(i) the Surviving Person is a corporation organized or existing under the laws of the United States, any state thereof or the District of Columbia;

(ii) the Surviving Person (if other than the Company) assumes all the obligations of the Company under the Notes and the Indenture pursuant to a supplemental indenture in a form reasonably satisfactory to the Trustee;

(iii) at the time of and immediately after such Disposition, no Default shall have occurred and be continuing;

(iv) the Surviving Person will, at the time of such Disposition and after giving pro forma effect thereto, be permitted to incur at least $1.00 of additional Indebtedness pursuant to the Debt to EBITDA Ratio test described under "-Certain Covenants-Limitation on Incurrence of Indebtedness and Issuance of Preferred Stock"; and

(v) the Company delivers to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that such consolidation, merger or transfer and such supplemental indenture (if any) comply with the Indenture.

(b) In the event of a sale of all or substantially all of the assets of any Subsidiary Guarantor or all of the Equity Interests of any Subsidiary Guarantor, by way of merger, consolidation or otherwise, then the Surviving Person of any such merger or consolidation, or such Subsidiary Guarantor, if all of its Equity Interests are sold, shall be released and relieved of any and all obligations under the Subsidiary Guarantee of such Subsidiary Guarantor if:

(1) the Person surviving such merger or consolidation or acquiring the Equity Interests of such Subsidiary Guarantor is not a Restricted Subsidiary of the Company;

(2) the Net Proceeds from such sale are applied as described under "-Certain Covenants-Limitation on Certain Asset Sales"; and

(3) such Subsidiary Guarantor is released from its guarantees of other Indebtedness of the Company or any Restricted Subsidiary.

(c) Except as provided in the preceding sentence, no Subsidiary Guarantor may consolidate or merge with or into (whether or not such Person is Affiliated with such Subsidiary Guarantor and whether or not the Guarantor is the Surviving Person), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its assets in one or more related transactions, to another Person unless:

(1) the Surviving Person is the Company or one of its Wholly Owned Restricted Subsidiaries;

(2) the Surviving Person is a corporation organized or existing under the laws of the United States, any state thereof or the District of Columbia;

(3) the Surviving Person (if other than the Subsidiary Guarantor) assumes all the obligations of the Subsidiary Guarantor under the Senior Subordinated Notes and the Indenture pursuant to a supplemental indenture in a form reasonably satisfactory to the Trustee; and

(4) at the time of and immediately after such Disposition, no Default shall have occurred and be continuing.

CERTAIN DEFINITIONS

Set forth below are certain defined terms used in the Indenture. Reference is made to the Indenture for the definition of all other Terms used in the Indenture.

"Accreted Value" means, as of any date (the "Specified Date"), the amount provided below for each $1,000 principal amount of Senior Subordinated Notes:

(i) if the Specified Date occurs on one of the following dates (each, a "Semi-Annual Accrual Date"), the Accreted Value will equal the amount set forth below for such Semi-Annual Accrual Date:

SEMI-ANNUAL ACCRUAL DATE	ACCRETED VALUE
November 15, 1997	$ 894.69
May 15, 1998	913.37
November 15, 1998	933.17
May 15, 1999	954.17
November 15, 1999	976.42
May 15, 2000	1,000.00

(ii) if the Specified Date occurs before the first Semi-Annual Accrual Date, the Accreted Value will equal the sum of (a) the original issue price for each $1,000 principal amount of Senior Subordinated Notes and (b) an amount equal to the product of (1) the Accreted Value for the first Semi-Annual Accrual Date less such original issue price, multiplied by (2) a fraction, the numerator of which is the number of days from the Issue Date to the Specified Date, using a 360-day year of 12 30-day months, and the denominator of which is the number of days elapsed from the Issue Date to the first Semi-Annual Accrual Date, using a 360-day year of twelve 30-day months;

(iii) if the Specified Date occurs between two Semi-Annual Accrual Dates, the Accreted Value will equal the sum of (a) the Accreted Value for the Semi-Annual Accrual Date immediately preceding such Specified Date and (b) an amount equal to the product of (1) the Accreted Value for the immediately following Semi-Annual Accrual Date less the Accreted Value for the immediately preceding Semi-Annual Accrual Date multiplied by (2) a fraction, the numerator of which is the number of days from the immediately preceding Semi-Annual Accrual Date to the Specified Date, using a 360-day year of 12 30-day months, and the denominator of which is 180; or

(iv) if the Specified Date occurs after the last Semi-Annual Accrual Date, the Accreted Value will equal $1,000.

"Acquired Debt" means, with respect to any specified Person, Indebtedness of any other Person existing at the time such other Person merges with or into, or becomes a Subsidiary of, such specified Person, including Indebtedness incurred in connection with, or in contemplation of, such other Person merging with or into, or becoming a Subsidiary of, such specified Person.

"Affiliate" means, with respect to any specified Person, 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 of" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with") 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; provided, however, that beneficial ownership of 10% or more of the voting securities of a Person shall be deemed to be control.

"Asset Swap" means the execution of a definitive agreement, subject only to FCC approval and other customary closing conditions, that the Company in good faith believes will be satisfied, for a substantially concurrent purchase and sale, or exchange, of Broadcast Assets between the Company or any of its Wholly Owned Restricted Subsidiaries and another Person or group of Affiliated Persons; provided that any amendment to or waiver of any closing condition which individually or in the aggregate is material to the Asset Swap shall be deemed to be a new Asset Swap.

"Broadcast Assets" means assets used or useful in the ownership or operation of an AM or FM radio station.

"Broadcast License" means an authorization issued by the FCC for the operation of an AM or FM radio station.

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

"Cash Equivalents" means (i) United States dollars, (ii) securities issued or directly and fully guaranteed or insured by the United States government or any agency or instrumentality thereof having maturities of less than one year from the date of acquisition, (iii) certificates of deposit and eurodollar time deposits with maturities of less than one year from the date of acquisition, bankers' acceptances with maturities of less than one year and overnight bank deposits, in each case with any lender party to the Credit Agreement or with any domestic commercial bank having capital and surplus in excess of $500,000,000 and a Keefe Bank Watch Rating of "B" or better, (iv) repurchase obligations with a term of not more than seven days for underlying securities of the types described in clauses (ii) and (iii) entered into with any financial institution meeting the qualifications specified in clause (iii) immediately above, (v) commercial paper having the highest rating obtainable from Moody's Investors Service, Inc. or Standard & Poor's Ratings Services and in each case maturing within nine months after the date of acquisition and (vi) interests in money market mutual funds which invest solely in assets or securities of the type described in clauses (i)-(v) immediately above.

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

(i) the sale, lease or transfer, in one or a series of related transactions, of all or substantially all of the Company's assets to any Person or group (as such term is used in Section 13(d)(3) of the Exchange Act) (other than any or all of the Principal Shareholders or their Related Parties);

(ii) the adoption of a plan relating to the liquidation or dissolution of the Company;

(iii) prior to the first Public Equity Offering of the Company, either (x) the Principal Shareholders and their Related Parties cease to be the beneficial owner of at least 35% of the voting power of the voting stock of the Company or (y) any Person or group (as such term is used in Section 13(d)(3) of the Exchange Act) other than the Warrantholders acquires, directly or indirectly, 35% or more of the voting power of the voting stock of the Company by way of merger, consolidation or otherwise;

(iv) following the first Public Equity Offering of the Company, any Person or group (as such term is used in Section 13(d)(3) of the Exchange Act) (other than one or more of the Principal Shareholders and their Related Parties) acquires, directly or indirectly, 35% or more of the voting power of the voting stock of the Company by way of merger or consolidation or otherwise; provided that such acquisition will not constitute a "Change of Control" (x) in the case of a Person or group consisting of the Warrantholders, if and for so long as the Principal Shareholders and Related Parties, individually or collectively, own at least 30% of the voting power of the voting stock of the Company and have the right or ability by voting power, contract or otherwise to elect or designate for election a majority of the board of directors of the Company, or (y) in the case of any Person or group not including any Warrantholder, unless or until such Person or group owns, directly or indirectly, more of the voting power of the voting stock of the Company than the Principal Shareholders and their Related Parties; or

(v) the Continuing Directors cease for any reason (other than as a result and during the continuance of a default under the Warrant Agreement entitling the Warrantholders to appoint directors) to constitute a majority of the directors of the Company then in office.

For purposes of this definition, any transfer of an Equity Interest of an entity that was formed for the purpose of acquiring voting stock of the Company shall be deemed to be a transfer of such portion of such voting stock as corresponds to the portion of the equity of such entity that has been so transferred.

"Consolidated Cash Interest Expense" means, with respect to any period, the amount of Consolidated Interest Expense for such period to the extent it represents cash disbursements for such purpose by the Company and its Restricted Subsidiaries during such period.

"Consolidated Interest Expense" means, without duplication, with respect to any period, the sum of (a) the interest expense and all capitalized interest of the Company and its Restricted Subsidiaries for such period, on a consolidated basis, including, without limitation, (i) amortization of debt discount, (ii)

the net cost under interest rate contracts (including amortization of debt discount), (iii) the interest portion of any deferred payment obligation and (iv) accrued interest, plus (b) the interest component of any Capital Lease Obligation paid or accrued or scheduled to be paid or accrued by the Company during such period, determined on a consolidated basis in accordance with GAAP provided, however, that any dividends with respect to the Senior Preferred Stock shall not be considered for purposes of this definition.

"Continuing Director" means any member of the Board of Directors of the Company who (i) is a member of that Board of Directors on the Issue Date or (ii) was nominated for election by either (a) one or more of the Principal Shareholders (or a Related Party thereof) or (b) the Board of Directors a majority of whom were directors at the Issue Date or whose election or nomination for election was previously approved by one or more of the Principal Shareholders or such directors.

"Credit Agreement" means the credit agreement to be entered into by the Company as described in this Prospectus, as such agreement may be amended from time to time.

"Debt to EBITDA Ratio" means, with respect to any date, the ratio of (a) the aggregate principal amount of all outstanding Indebtedness of the Company (excluding Hedging Obligations, including interest rate swap obligations, that are incurred in the ordinary course of business for the purpose of fixing or hedging interest rate risk with respect to any floating rate Indebtedness which Indebtedness is permitted by the terms of the Indenture to be outstanding) and its Restricted Subsidiaries as of such date on a consolidated basis, plus the aggregate liquidation preference or redemption amount of all outstanding Disqualified Stock of the Company and its Restricted Subsidiaries as of such date (excluding any such Disqualified Stock held by the Company of a Wholly Owned Restricted Subsidiary), to (b) EBITDA of the Company and its Restricted Subsidiaries on a consolidated basis for the four most recent full fiscal quarters ending immediately prior to such date, determined on a pro forma basis after giving effect to each acquisition or disposition of assets made by the Company and its Restricted Subsidiaries from the beginning of such four-quarter period through such date as if such acquisition or disposition had occurred at the beginning of such four-quarter period.

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

"Designated Senior Debt" means (i) the Senior Bank Debt and (ii) any Senior Debt of the Company and the Subsidiary Guarantors permitted under the Indenture, the principal amount (or accreted value in the case of Indebtedness issued at a discount) of which is $10 million or more at the time of designation by the Company (or otherwise available under a committed facility) or a Subsidiary Guarantor, as the case may be, in a written instrument delivered to the Trustee.

"Disposition" means, with respect to any Person, any merger, consolidation or other business combination involving such Person (whether or not such Person is the Surviving Person) or the sale, assignment, transfer, lease conveyance or other disposition of all or substantially all of such Person's assets.

"Disqualified Stock" means any Equity Interest that, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof (other than upon a Change of Control of the Company in circumstances where the holders of the Senior Subordinated Notes would have similar rights), in whole or in part on or prior to one year after the stated maturity of the Senior Subordinated Notes. The amount of Disqualified Stock shall be the greater of the liquidation preference or mandatory or optional redemption price thereof.

"EBITDA" of a specified Person means, for any period, the consolidated net income of such specified Person and its Restricted Subsidiaries for such period:

(i) plus (without duplication and to the extent involved in computing such consolidated net income) (a) interest expense, (b) provision for taxes on income or profits and (c) depreciation and amortization and other non-cash items (including amortization of goodwill and other intangibles and barter expenses); and

(ii) minus (without duplication and to the extent involved in computing such consolidated net income) (a) any gains (or plus losses), together with any related provision for taxes on such gains or losses, realized in connection with any sale of assets (including, without limitation, dispositions pursuant to sale and leaseback transactions), (b) any non-cash or extraordinary gains (or plus losses), together with any related provision for taxes on such extraordinary gains or losses, (c) the amount of any cash payments related to non-cash charges that were added back in determining EBITDA in any prior period and (d) barter revenues;

provided, however, that:

(i) the net income of any other Person that is accounted for by the equity method of accounting shall be included only to the extent of the amount of dividends or distributions paid in cash to such specified Person whose EBITDA is being determined or a Wholly Owned Restricted Subsidiary thereof;

(ii) the net income of any other Person that is a Restricted Subsidiary (other than a Wholly Owned Restricted Subsidiary) or is an Unrestricted Subsidiary shall be included only to the extent of the amount of dividends or distributions paid in cash to such specified Person whose EBITDA is being determined or a Wholly Owned Restricted Subsidiary thereof; provided, that for purposes of the covenant described under "Certain Covenants-Limitation on Restricted Payments" only, any such dividend or distribution shall be excluded to the extent it has already been included under clause (a)(3)(D) thereof;

(iii) the net income (loss) of any other Person acquired after the Issue Date in a pooling of interests transaction for any period prior to the date of such acquisition shall be excluded (to the extent otherwise included); and

(iv) gains or losses from sales of assets other than sales of assets acquired and held for resale in the ordinary course of business shall be excluded (to the extent otherwise included).

All of the foregoing will be determined in accordance with GAAP.

"Equity Interests" of any Person means any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated) equity of such Person, including any preferred stock, but excluding any debt securities convertible into such equity, and including, in the case of a partnership, partnership interests (whether general or limited) and 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, such partnership.

"Existing Indebtedness" means any outstanding Indebtedness of the Company and its Restricted Subsidiaries as of the Issue Date, including the Senior Subordinated Notes.

"Fair Market Value" means, with respect to any asset or property, the sale value that would be obtained in an arm's-length transaction between an informed and willing seller under no compulsion to sell and an informed and willing buyer under no compulsion to buy. All determinations in the covenants of Fair Market Value shall be made by the Board of Directors of the Company and shall be evidenced by a resolution of such Board set forth in an Officers' Certificate delivered to the Trustee, upon which the Trustee may conclusively rely.

"GAAP" means generally accepted accounting principles in the United States of America as in effect as of the Issue Date, including those set forth in (i) the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants, (ii) statements and pronouncements of the Financial Accounting Standards Board, (iii) such other statements by such other entity as approved by a significant segment of the accounting profession and (iv) the rules and regulations of the SEC governing the inclusion of financial statements (including pro forma financial statements) in periodic reports required to be filed pursuant to Section 13 of the Exchange Act, including opinions and pronouncements in staff accounting bulletins and similar written statements from the accounting staff of the SEC.

"Hedging Obligations" means, with respect to any Person, the Obligations of such Person under (i) interest rate swap agreements, interest rate cap agreements and interest rate collar agreements, and (ii) other agreements or arrangements designed to protect such Persons against fluctuations in interest rates.

"Immediate Family Member" means, with respect to any individual, such individual's spouse (past or current), descendants (natural or adoptive, of the whole or half blood) of the parents of such individual, such individual's grandparents and parents (natural or adoptive), and the grandparents, parents and descendants of parents (natural or adoptive, of the whole or half blood) of such individual's spouse (past or current).

"Incur" means issue, assume, Guarantee, incur or otherwise become liable for; provided, that any Indebtedness or Equity Interests of a Person existing at the time such Person becomes a Subsidiary (whether by merger, consolidation, acquisition or otherwise) shall be deemed to be Incurred by such Subsidiary at the time it becomes a Subsidiary. The term "Incurrence" when used as a noun shall have a correlative meaning. The accretion of principal of a non-interest bearing or other discount security shall not be deemed the Incurrence of Indebtedness.

"Indebtedness" means, with respect to any Person, whether or not contingent, (i) all indebtedness of such Person for borrowed money or for the deferred purchase price of property or services (other than current trade liabilities incurred in the ordinary course of business and payable in accordance with customary practices) or which is evidenced by a note, bond, debenture or similar instrument, (ii) all Capital Lease Obligations of such Person, (iii) all obligations of such Person in respect of letters of credit or bankers' acceptances issued or created for the account of such Person, (iv) all Hedging Obligations of such Person, (v) all liabilities of the type referred to in clause (i), (ii) or (iii) immediately above which are secured by any Lien on any property owned by such Person even if such Person has not assumed or otherwise become liable for the payment thereof to the extent of the value of the property subject to such Lien, and (vi) to the extent not otherwise included, any guarantee by such Person of any other Person's indebtedness or other obligations described in clauses (i) through (v) above; provided, however, in no event shall Senior Preferred Stock (including any and all accrued dividends thereon) be considered "Indebtedness."

"Investment" in any Person means any direct or indirect advance, loan (other than advances to customers in the ordinary course of business that are recorded as accounts receivable on the balance sheet of the lender) or other extensions of credit (including by way of Guarantee or similar arrangement) or capital contribution to (by means of any transfer of cash or other property to others or any payment for property or services for the account or use of others), or any purchase or acquisition of Equity Interests, Indebtedness or other similar instruments issued by such Person. For purposes of the definition of "Unrestricted Subsidiary", the definition of "Restricted Payment" and the covenant described under "-Certain Covenants-Limitation on Restricted Payments", (i) "Investment" shall include the portion (proportionate to the Company's equity interest in such Subsidiary) of the fair market value of the net assets of any Subsidiary of the Company at the time that such Subsidiary is designated an Unrestricted Subsidiary; provided, that upon a redesignation of such Subsidiary as a Restricted Subsidiary, the Company shall be deemed to continue to have a permanent "Investment" in an Unrestricted Subsidiary equal to an amount (if positive) equal to (x) the Company's "Investment" in such Subsidiary at the time of such redesignation less (y) the portion (proportionate to the Company's equity interest in such Subsidiary) of the fair market value of the net assets of such Subsidiary at the time of such redesignation; and (ii) any property transferred to or from an Unrestricted Subsidiary shall be valued at its fair market value at the time of such transfer, in each case as determined in good faith by the Board of Directors.

"Issue Date" means the date of initial issuance of the Senior Subordinated Notes pursuant to the Indenture.

"License Subsidiary" means Radio One Licenses, Inc., a Delaware corporation and a wholly owned subsidiary of the Company.

"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 any asset and any filing of, or agreement to give, any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction).

"Net Cash Proceeds," with respect to any issuance or sale of Equity Interests, means the cash proceeds of such issuance or sale net of attorneys' fees, accountants' fees, underwriters' or placement agents' fees, discounts or commissions and brokerage, consultant and other fees actually incurred in connection with such issuance or sale and net of taxes paid or payable as a result thereof.

"Net Proceeds" means, with respect to any Asset Sale by any Person, the aggregate cash proceeds received by such Person in respect of such Asset Sale, which amount is equal to the excess, if any, of:

(i) the cash received by such Person (including any cash payments received by way of deferred payment pursuant to, or monetization of, a note or installment receivable or otherwise, but only as and when received) in connection with such Asset Sale, over

(ii) the sum of

(a) the amount of any Indebtedness including any premium thereon and fees and expenses associated therewith which is required to be repaid by such Person in connection with such Asset Sale, plus

(b) the out-of-pocket expenses (1) incurred by such Person in connection with such Asset Sale, and (2) if such Person is a Restricted Subsidiary, incurred in connection with the transfer of such amount to the parent company or entity of such Person, plus

(c) provision for taxes, including income taxes, attributable to the Asset Sale or attributable to required prepayments or repayments of Indebtedness with the proceeds of such Asset Sale, plus

(d) a reasonable reserve for the after-tax costs of any indemnification payments (fixed or contingent) attributable to the seller's indemnities to the purchaser in respect of such Asset Sale undertaken by the Company or any of its Restricted Subsidiaries in connection with such Asset Sale.

"Obligations" means any principal, interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities payable under the documentation governing any Indebtedness.

"Offer to Purchase" means a written offer (an "Offer") sent by the Company to each Holder at his address appearing in the Note Register on the date of the Offer offering to purchase in cash up to the principal amount of Senior Subordinated Notes specified in such Offer at a purchase price equal to 101% of the Accreted Value of the Senior Subordinated Notes plus accrued and unpaid interest, if any. Unless otherwise required by applicable law, the Offer shall specify an expiration date ("Expiration Date") of the Offer to Purchase which shall be, subject to any contrary requirements of applicable law, not less than 30 days nor more than 60 days after the date of such Offer and a settlement date ("Purchase Date") for purchase of Senior Subordinated Notes within five Business Days after the Expiration Date. The Company shall notify the Trustee at least 15 Business Days (or such shorter period as is acceptable to the Trustee) prior to the mailing of the Offer of the Company's obligation to make an Offer to Purchase, and the Offer shall be sent by first class mail by the Company or, at the Company's request and expense, by the Trustee in the name and at the expense of the Company. The Offer shall contain information concerning the business of the Company and its Subsidiaries which the Company in good faith believes will enable such Holders to make an informed decision with respect to the Offer to Purchase (which at a minimum will include (i) the most recent annual and quarterly financial statements and "Management's Discussion and Analysis of Financial Condition and Results of Operations" contained in the documents required to be filed with the Trustee pursuant to the Indenture (which requirements may be satisfied by delivery of such documents together with the Offer), (ii) a description of material developments in the Company's business subsequent to the date of the latest of such financial statements referred to in clause (i) (including a description of the events requiring the Company to make the Offer to Purchase), (iii) if applicable, appropriate pro forma financial information concerning the

Offer to Purchase and the events requiring the Company to make the Offer to Purchase and (iv) any other information required by applicable law to be included therein. The Offer shall contain all instructions and materials necessary to enable such Holders to tender Senior Subordinated Notes pursuant to the Offer to Purchase. The Offer shall also state:

(1) the Section of the Indenture pursuant to which the Offer to Purchase is being made;

(2) the Expiration Date and the Purchase Date;

(3) the aggregate Accreted Value of the outstanding Senior Subordinated Notes offered to be purchased by the Company (the "Purchase Amount") and the aggregate principal amount of the outstanding Senior Subordinated Notes offered to be purchased by the Company pursuant to the Offer to Purchase (including, if less than 100% of the principal amount, the manner by which such has been determined pursuant to the Section hereof requiring the Offer to Purchase);

(4) the purchase price to be paid by the Company (the "Purchase Price") for each $1,000 aggregate principal amount of Senior Subordinated Notes accepted for payment (as specified pursuant to the Indenture);

(5) that the Holder may tender all or any portion of the Senior Subordinated Notes registered in the name of such Holder and that any portion of a Senior Subordinated Note tendered must be tendered in an integral multiple of $1,000 principal amount;

(6) the place or places where Senior Subordinated Notes are to be surrendered for tender pursuant to the Offer to Purchase;

(7) that interest on any Senior Subordinated Note not tendered or tendered but not purchased by the Company pursuant to the Offer to Purchase will continue to accrue;

(8) that on the Purchase Date the Purchase Price will become due and payable upon each Senior Subordinated Note being accepted for payment pursuant to the Offer to Purchase and that interest thereon shall cease to accrue on and after the Purchase Date;

(9) that each Holder electing to tender a Senior Subordinated Note pursuant to the Offer to Purchase will be required to surrender such Senior Subordinated Note at the place or places specified in the Offer prior to the close of business on the Expiration Date (such Senior Subordinated Note being, if the Company or the Trustee so requires, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Trustee duly executed by, the Holder thereof or his attorney duly authorized in writing);

(10) that Holders will be entitled to withdraw all or any portion of Senior Subordinated Notes tendered if the Company (or the Paying Agent) receives, not later than the close of business on the Expiration Date, a telegram, telex, facsimile transmission or letter setting forth the name of the Holder, the principal amount of the Senior Subordinated Note that the Holder tendered, the certificate number of the Senior Subordinated Note that the Holder tendered and a statement that such Holder is withdrawing all or a portion of his tender;

(11) that (a) if Senior Subordinated Notes in an aggregate Accreted Value less than or equal to the Purchase Amount are duly tendered and not withdrawn pursuant to the Offer to Purchase, the Company shall purchase all such Senior Subordinated Notes and (b) if Senior Subordinated Notes in an aggregate Accreted Value in excess of the Purchase Amount are tendered and not withdrawn pursuant to the Offer to Purchase, the Company shall purchase Senior Subordinated Notes having an aggregate Accreted Value equal to the Purchase Amount on a pro rata basis (with such adjustments as may be deemed appropriate so that only Senior Subordinated Notes in denominations of $1,000 principal amount or integral multiples thereof shall be purchased); and

(12) that in the case of any Holder whose Senior Subordinated Note is purchased only in part, the Company shall execute, and the Trustee shall authenticate and deliver to the Holder of such Senior Subordinated Note without service charge, a new Senior Subordinated Note or Senior Subordinated Notes, of any authorized denomination as requested by such Holder, in an aggregate amount equal to and in exchange for the unpurchased portion of the Senior Subordinated Note so tendered.

Any Offer to Purchase will be governed by and effected in accordance with the Offer for such Offer to Purchase.

"Permitted Investment" means:

(i) any Investment in the Company or any Wholly Owned Restricted Subsidiary;

(ii) any Investment in Cash Equivalents;

(iii) any Investment in a Person if, as a result of such Investment, (a) such Person becomes a Wholly Owned Restricted Subsidiary of the Company, or (b) such Person either (1) is merged, consolidated or amalgamated with or into the Company or one of its Wholly Owned Restricted Subsidiaries and the Company or such Wholly Owned Restricted Subsidiary is the Surviving Person or the Surviving Person becomes a Wholly Owned Restricted Subsidiary, or (2) transfers or conveys all or substantially all of its assets to, or is liquidated into, the Company or one of its Wholly Owned Restricted Subsidiaries;

(iv) any Investment in accounts and notes receivable acquired in the ordinary course of business;

(v) notes from employees issued to the Company representing payment of the exercise price of options to purchase capital stock of the Company; and

(vi) Investments in Unrestricted Subsidiaries represented by Equity Interests (other than Disqualified Stock) or assets and property acquired in exchange for Equity Interests (other than Disqualified Stock) of the Company.

Any Investment in an Unrestricted Subsidiary shall not be a Permitted Investment unless permitted pursuant to any of clauses (i) through (vi) above.

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

"Principal Shareholders" means Catherine L. Hughes and Alfred C. Liggins, III and their respective estates, executors and heirs.

"Public Equity Offering" means an underwritten primary public offering of common stock of the Company pursuant to an effective registration statement under the Securities Act.

"Purchase Money Indebtedness" means Indebtedness of the Company and its Restricted Subsidiaries incurred in connection with the purchase of property or assets for the business of the Company and its Restricted Subsidiaries.

"Purchase Money Lien" means any Lien securing solely Purchase Money Indebtedness.

"Refinancing Indebtedness" means (i) Indebtedness of the Company or any Restricted Subsidiary incurred or given in exchange for, or the proceeds of which are used to extend, refinance, renew, replace, substitute, defease or refund, any other Indebtedness or Disqualified Stock permitted by the terms of the Indenture, and (ii) Indebtedness of any Restricted Subsidiary incurred or given in exchange for, or the proceeds of which are used to extend, refinance, renew, replace, substitute, defease or refund, any other Indebtedness or Disqualified Stock of the Company or any Restricted Subsidiary in accordance with the terms of the Indenture.

"Related Party" with respect to any Principal Shareholder means (i) any 80% (or more) owned Subsidiary or Immediate Family Member (in the case of an individual) of such Principal Shareholder or (ii) any Person, the beneficiaries, stockholders, partners, owners or Persons beneficially holding an 80% or more controlling interest of which consist of such Principal Shareholder or an Immediate Family Member, or (iii) any Person employed by the Company in a management capacity as of the Issue Date.

"Restricted Payment" with respect to any Person means (i) the declaration or payment of any dividends or any other distributions of any sort in respect of its Equity Interests (including any payment in connection with any merger or consolidation involving such Person) or similar payment to the direct or indirect holders of its Equity Interests (other than distributions payable solely in its Equity Interests (other than Disqualified Stock) and dividends or distributions payable solely to the Company or a Restricted Subsidiary, and other than pro rata dividends or other distributions made by a Subsidiary that is not a Wholly Owned Restricted Subsidiary to minority stockholders (or owners of an equivalent interest in the case of a Subsidiary that is an entity other than a corporation)), (ii) the purchase, redemption or other acquisition or retirement for value of any Equity Interests of the Company held by any Person or of any Equity Interests of a Restricted Subsidiary held by any Affiliate of the Company (other than a Restricted Subsidiary), including the exercise of any option to exchange any Equity Interests (other than its Equity Interests of the Company that is not Disqualified Stock), (iii) the purchase, repurchase, redemption, defeasance or other acquisition or retirement for value, prior to scheduled maturity, scheduled repayment or scheduled sinking fund payment of any Subordinated Debt (other than the purchase, repurchase or other acquisition of Subordinated Debt purchased in anticipation of satisfying a sinking fund obligation, principal installment or final maturity, in each case due within one year of the date of acquisition) or (iv) the making of any Investment in any Person (other than a Permitted Investment).

"Restricted Subsidiary" means a Subsidiary of the Company other than an Unrestricted Subsidiary.

"Secured Debt" means any Indebtedness of the Company secured by a Lien.

"Senior Bank Debt" means the Indebtedness Incurred pursuant to the Credit Agreement and any other agreement that replaces the Credit Agreement or otherwise refunds or refinances any or all of the indebtedness thereunder.

"Senior Debt" means:

(i) with respect to the Company, the principal of and interest (including post-petition interest whether or not allowed as a claim) on, and all other amounts owing in respect of Indebtedness permitted to be incurred by the Company under the terms of the Indenture, including the Credit Agreement, (including but not limited to reasonable fees and expenses of counsel and all other charges, fees and expenses incurred in connection with such Indebtedness), whether presently outstanding or hereafter created, incurred or assumed, unless the instrument creating or evidencing such Indebtedness or pursuant to which such Indebtedness is outstanding expressly provides that such Indebtedness is on a parity with or subordinated in right of payment to the Senior Subordinated Notes; and

(ii) with respect to any Subsidiary Guarantor, the principal of and interest (including post- petition interest whether or not allowed as a claim) on, and all other amounts owing in respect of Indebtedness permitted to be incurred by such Subsidiary Guarantor under the terms of the Indenture, including the Credit Agreement, (including but not limited to reasonable fees and expenses of counsel and all other charges, fees and expenses incurred in connection with such Indebtedness), whether presently outstanding or hereafter created, incurred or assumed, unless the instrument creating or evidencing such Indebtedness or pursuant to which such Indebtedness is outstanding expressly provides that such Indebtedness is on a parity with or subordinated in right of payment to the Subsidiary Guarantee of such Subsidiary Guarantor.

Notwithstanding the foregoing, Senior Debt shall not include (A) any Indebtedness consisting of Disqualified Stock, (B) any liability for federal, state, local, or other taxes, (C) any Indebtedness among or between the Company, any Restricted Subsidiary or any of their Affiliates, (D) any trade payables

and any Indebtedness to trade creditors (other than amounts accrued thereon) incurred for the purchase of goods or materials, or for services obtained, in the ordinary course of business or any Obligations to trade creditors in respect of any such Indebtedness, or (E) 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 Act, as such Regulation is in effect on the date hereof.

"Subordinated Debt" means any Indebtedness of the Company or a Subsidiary Guarantor if the instrument creating or evidencing such Indebtedness or pursuant to which such Indebtedness is outstanding expressly provides that such Indebtedness is (i) if incurred by the Company, subordinated in right of payment to the Senior Subordinated Notes, or (ii) if incurred by a Subsidiary Guarantor, subordinated in right of payment to the Subsidiary Guarantee of such Subsidiary Guarantor.

"Subsidiary" means, with respect to any Person, any corporation, association or other business entity of which more than 50% of the total voting power of all Voting Equity Interests entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees or other governing body thereof is at the time owned or controlled by such Person (regardless of whether such Equity Interests are owned directly or through one or more other Subsidiaries of such Person or a combination thereof).

"Subsidiary Guarantees" means the guarantees of the Senior Subordinated Notes by the Subsidiary Guarantors.

"Subsidiary Guarantors" means License Subsidiary and each other Subsidiary of the Company that executes and delivers the Indenture as contemplated by the covenant described under "-Certain Covenants-Future Subsidiary Guarantors."

"Surviving Person" means, with respect to any Person involved in or that makes any Disposition, the Person formed by or surviving such Disposition or the Person to which such Disposition is made.

"Unrestricted Subsidiary" means (i) any Subsidiary of the Company that at the time of determination shall be an Unrestricted Subsidiary (as designated by the Board of Directors of the Company, as provided below) and (ii) any direct or indirect Subsidiary of an Unrestricted Subsidiary. The Board of Directors of the Company may designate any Subsidiary of the Company (including any newly acquired or newly formed Subsidiary) to be an Unrestricted Subsidiary if all of the following conditions apply: (a) neither the Company nor any of its Restricted Subsidiaries provides credit support for any Indebtedness of such Subsidiary (including any undertaking, agreement or instrument evidencing such Indebtedness) other than capital contributions or other Restricted Payments permitted under the covenant "Limitation on Restricted Payments," (b) such Subsidiary is not liable, directly or indirectly, with respect to any Indebtedness other than Unrestricted Subsidiary Indebtedness, (c) such Unrestricted Subsidiary is not a party to any agreement, contract, arrangement or understanding at such time with the Company or any Restricted Subsidiary of the Company except for transactions with affiliates permitted by the terms of the Indenture unless the terms of any such agreement, contract, arrangement or understanding are no less favorable to the Company or such Restricted Subsidiary than those that might be obtained at the time from Persons who are not Affiliates of the Company (the "Third Party Value") or, in the event such condition is not satisfied, an amount equal to the value of the portion of such agreement, contract, arrangement or understanding to such Subsidiary in excess of the Third Party Value shall be deemed a Restricted Payment, and (d) such Unrestricted Subsidiary does not own any Equity Interest in or Indebtedness of any Subsidiary of the Company that has not theretofore been and is not simultaneously being designated an Unrestricted Subsidiary. Any such designation by the Board of Directors of the Company shall be evidenced to the Trustee by filing with the Trustee of a board resolution giving effect to such designation and an Officers' Certificate certifying that such designation complies with the foregoing conditions. The Board of Directors of the Company may designate any Unrestricted Subsidiary as a Restricted Subsidiary; provided, however, that (i) immediately after giving effect to such designation, the Company could incur $1.00 of additional Indebtedness pursuant to the restrictions under the "-

Certain Covenants-Limitation on Incurrence of Indebtedness and Issuance of Preferred Stock" covenant and (ii) all Indebtedness of such Unrestricted Subsidiary shall be deemed to be incurred on the date such Subsidiary is designated a Restricted Subsidiary.

"Unrestricted Subsidiary Indebtedness" of any Unrestricted Subsidiary means Indebtedness of such Unrestricted Subsidiary (other than a guarantee of Indebtedness of the Company or any Restricted Subsidiary which is non-recourse to the Company and its Restricted Subsidiaries) (i) as to which neither the Company nor any Restricted Subsidiary is directly or indirectly liable (by virtue of the Company or any such Restricted Subsidiary being the primary obligor on, guarantor of, or otherwise liable in any respect to, such Indebtedness) and (ii) which, upon the occurrence of a default with respect thereto, does not result in, or permit any holder of any Indebtedness of the Company or any Restricted Subsidiary to declare, a default on such Indebtedness of the Company or any Restricted Subsidiary or cause the payment thereof to be accelerated or payable prior to its stated maturity.

"U.S. Government Obligations" means direct obligations (or certificates representing an ownership interest in such obligations) of the United States of America (including any agency or instrumentality thereof) for the payment of which the full faith and credit of the United States of America is pledged and which are not callable or redeemable at the issuer's option.

"Voting Equity Interest" of a Person means all classes of Equity Interest or other interests (including partnership interests) of such Person then outstanding and normally entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof.

"Warrant Agreement" means the Warrantholders' Agreement dated as of June 6, 1995, as amended from time to time, among the Company, the Principal Shareholders, Jerry Moore and the Warrantholders.

"Warrantholders" means the holders of warrants issued pursuant to the Warrant Agreement and, in the case of any such holders, shares of Common Stock issued in exchange therefor.

"Weighted Average Life to Maturity" means, when applied to any Indebtedness at any date, the number of years obtained by dividing (i) the sum of the products obtained by multiplying (a) the amount of each then remaining installment, sinking fund, serial maturity or other required scheduled payment of principal, including payment at final maturity, in respect thereof, 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 (ii) the then outstanding aggregate principal amount of such Indebtedness.

"Wholly Owned Restricted Subsidiary" means any Restricted Subsidiary all of the outstanding Voting Equity Interests (other than directors' qualifying shares) of which are owned, directly or indirectly, by the Company or a Surviving Person of any Disposition involving the Company, as the case may be.

EVENTS OF DEFAULT

The following will be Events of Default under the Indenture: (a) failure to pay (whether or not prohibited by the subordination provisions of the Indenture) principal of (or premium, if any, on) any Senior Subordinated Note when due; (b) failure to pay (whether or not prohibited by the subordination provisions of the Indenture) any interest on any Senior Subordinated Note when due, continued for 30 days; (c) failure to redeem or purchase (whether or not prohibited by the subordination provisions of the Indenture) any Senior Subordinated Note when required pursuant to the Indenture, including in connection with any Offer to Purchase as described under "-Certain Covenants-Change of Control" and "-Limitation on Certain Asset Sales;" (d) failure to comply with the provisions described under "-Limitation on Merger, Consolidation and Sale of Assets;" (e) failure to perform any other covenant or agreement of the Company or the Subsidiary Guarantors under the Indenture, the Senior Subordinated Notes or the Subsidiary Guarantees continued for 30 days after written notice to the Company by the Trustee or Holders of at least 25% in aggregate principal amount of Senior Subordinated Notes then outstanding; (f) default under the terms of any instrument evidencing or securing Indebtedness for money borrowed by the Company or any Restricted Subsidiary having an outstanding principal amount of $5.0 million individually or in the aggregate which default results in the acceleration of the payment

of such Indebtedness or constitutes the failure to pay such Indebtedness when due at final maturity and such non-payment shall have continued for 30 days; (g) the rendering of a final judgment or judgments (not subject to appeal) against the Company or any Restricted Subsidiary in an amount in excess of $5.0 million which remains undischarged or unstayed for a period of 60 days after the later of (A) entry of such final judgment or decree and (B) the date on which the right to appeal has expired; (h) certain events of bankruptcy, insolvency or reorganization affecting the Company or any Restricted Subsidiary and (i) a Subsidiary Guarantee of a significant Subsidiary of the Company ceases to be in full force and effect (other than in accordance with the terms of such Subsidiary Guarantee) or a Subsidiary Guarantor denies or disaffirms its obligation under its Subsidiary Guarantee.

If an Event of Default occurs and is continuing, the Trustee or the holders of at least 25% in principal amount of the outstanding Senior Subordinated Notes may declare the Accreted Value of and accrued but unpaid interest, if any, on all the Senior Subordinated Notes to be due and payable (collectively, the "Default Amount"). Upon such a declaration, the Default Amount shall be due and payable immediately. If an Event of Default relating to certain events of bankruptcy, insolvency or reorganization of the Company occurs and is continuing, the Default Amount on all the Senior Subordinated Notes will ipso facto become and be immediately due and payable without any declaration or other act on the part of the Trustee or any holders of the Senior Subordinated Notes. Under certain circumstances, the holders of a majority in principal amount of the outstanding Senior Subordinated Notes may rescind any such acceleration with respect to the Senior Subordinated Notes and its consequences.

Subject to the provisions of the Indenture relating to the duties of the Trustee, in case an Event of Default occurs and is continuing, the Trustee will be under no obligation to exercise any of the rights or powers under the Indenture at the request or direction of any of the holders of the Senior Subordinated Notes unless such holders have offered to the Trustee reasonable indemnity or security against any loss, liability or expense. Except to enforce the right to receive payment of principal, premium (if any) or interest when due, no holder of a Senior Subordinated Note may pursue any remedy with respect to the Indenture or the Senior Subordinated Notes unless (i) such holder has previously given the Trustee notice that an Event of Default is continuing, (ii) holders of at least 25% in principal amount of the outstanding Senior Subordinated Notes have requested the Trustee to pursue the remedy, (iii) such holders have offered the Trustee reasonable security or indemnity against any loss, liability or expense, (iv) the Trustee has not complied with such request within 60 days after the receipt thereof and the offer of security or indemnity and (v) the holders of a majority in principal amount of the outstanding Senior Subordinated Notes have not given the Trustee a direction inconsistent with such request within such 60-day period. Subject to certain restrictions, the holders of a majority in principal amount of the outstanding Senior Subordinated Notes are given the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or of exercising any trust or power conferred on the Trustee. The Trustee, however, may refuse to follow any direction that conflicts with law or the Indenture or that the Trustee determines is unduly prejudicial to the rights of any other holder of a Senior Subordinated Note or that would involve the Trustee in personal liability.

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 Senior Subordinated Notes notice of the Default within 90 days after it occurs. Except in the case of a Default in the payment of principal or interest on any Senior Subordinated 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 Senior Subordinated Notes. In addition, the Company is required to deliver to the Trustee, within 120 days after the end of each fiscal year, a certificate indicating whether the signers thereof know of any Default that occurred during the previous year. The Company also is required to deliver to the Trustee, within 30 days after the occurrence thereof, written notice of any event which would constitute certain Defaults, their status and what action the Company is taking or proposes to take in respect thereof.

GOVERNING LAW

The Indenture, the Senior Subordinated Notes and the Subsidiary Guarantees are governed by the laws of the State of New York.

DEFEASANCE

The Company at any time may terminate all its obligations under the Senior Subordinated Notes and the Indenture ("legal defeasance"), except for certain obligations, including those respecting the defeasance trust and obligations to register the transfer or exchange of the Senior Subordinated Notes, to replace mutilated, destroyed, lost or stolen Senior Subordinated Notes and to maintain a registrar and paying agent in respect of the Senior Subordinated Notes. The Company at any time may terminate its obligations under the covenants described under "-Certain Covenants", the operation of the cross acceleration provision, the bankruptcy provisions with respect to Restricted Subsidiaries, the judgment default provision and the Subsidiary Guarantee provisions described under Events of Default and the limitations contained in clause (a) (iv) and (c) under "Limitation on Merger, Consolidation and Sale of Assets" above ("covenant defeasance").

The Company may exercise its legal defeasance option notwithstanding its prior exercise of its covenant defeasance option. If the Company exercises its legal defeasance option, payment of the Senior Subordinated Notes may not be accelerated because of an Event of Default with respect thereto. If the Company exercises its covenant defeasance option, payment of the Senior Subordinated Notes may not be accelerated because of an Event of Default specified in clause (c), (f), (g), (h) (with respect only to Restricted Subsidiaries) or (i) under "Events of Default" above or because of the failure of the Company to comply with clause (a) (iv) or (c) under "Limitation on Merger, Consolidation and Sale of Assets" above. If the Company exercises its legal defeasance option or its covenant defeasance option, each Subsidiary Guarantor will be released from all of its obligations with respect to its Subsidiary Guaranty and the Security Agreements.

In order to exercise either defeasance option, the Company must irrevocably deposit in trust (the "defeasance trust") with the Trustee money or U.S. Government Obligations for the payment of principal and interest on the Senior Subordinated Notes to redemption or maturity, as the case may be, and must comply with certain other conditions, including delivery to the Trustee of an Opinion of Counsel to the effect that holders of the Senior Subordinated Notes will not recognize income, gain or loss for Federal income tax purposes as a result of such deposit and defeasance and will be subject to Federal income tax on the same amounts and in the same manner and at the same times as would have been the case if such deposit and defeasance had not occurred (and, in the case of legal defeasance only, such Opinion of Counsel must be based on a ruling of the Internal Revenue Service or other change in applicable Federal income tax law).

MODIFICATION AND WAIVER

Modifications and amendments of the Indenture may be made by the Company and the Trustee with the consent of the holders of a majority in aggregate principal amount of the Senior Subordinated Notes then outstanding; provided, however, that no such modification or amendment may, without the consent of the holder of each Senior Subordinated Note then outstanding affected thereby, (a) change the Stated Maturity of the principal of, or any installment of interest on, any Senior Subordinated Note, (b) reduce the principal amount of (or the premium), or interest on, any Senior Subordinated Note, (c) change the place or currency of payment of principal of (or premium), or interest on, any Senior Subordinated Note, (d) impair the right to institute suit for the enforcement of any payment on or with respect to any Senior Subordinated Note, (e) reduce the above-stated percentage of Senior Subordinated Notes then outstanding necessary to modify or amend the Indenture, (f) reduce the percentage of aggregate principal amount of Senior Subordinated Notes then outstanding necessary for waiver of compliance with certain provisions of the Indenture or for waiver of certain defaults, (g) modify any provisions of the Indenture relating to the modification and amendment of the Indenture or the waiver of past defaults or covenants, except as otherwise specified, (h) modify any of the provisions of the Indenture relating to the subordination of the Senior Subordinated Notes or the Subsidiary Guarantees in a manner materially adverse to the holders, (i) modify any provisions of the Indenture relating to the guarantee by the Company or any Subsidiary Guarantor of the Indebtedness of any Unrestricted Subsidiaries or (j) following the mailing of any Offer to Purchase, modify any Offer to Purchase for the

Senior Subordinated Notes required under covenants described under "Certain Covenants-Limitation on Certain Asset Sales" and "-Change of Control" in a manner materially adverse to the holders thereof.

The holders of a majority in aggregate principal amount of the outstanding Senior Subordinated Notes, on behalf of all holders of Senior Subordinated Notes, may waive compliance by the Company with certain restrictive provisions of the Indenture. Subject to certain rights of the Trustee, as provided in the Indenture, the holders of a majority in aggregate principal amount of the Senior Subordinated Notes then outstanding, on behalf of all holders of Senior Subordinated Notes, may waive any past default under the Indenture, except a default in the payment of principal, premium or interest, a default arising from failure to purchase any Senior Subordinated Note tendered pursuant to an Offer to Purchase or a default in respect of a provision that cannot be amended without the consent of each Noteholder affected.

THE TRUSTEE

The Indenture will provide that, except during the continuance of an Event of Default, the Trustee will perform only such duties as are specifically set forth in the Indenture. During the existence of an Event of Default, the Trustee will exercise such rights and powers vested in it under the Indenture and use the same degree of care and skill in its exercise as a prudent person would exercise under the circumstances in the conduct of such person's own affairs.

The Indenture and provisions of the Trust Indenture Act incorporated by reference therein contain limitations on the rights of the Trustee, should it become a creditor of the Company, to obtain payment of claims in certain cases or to realize on certain property received by it in respect of any such claim as security or otherwise. The Trustee is permitted to engage in other transactions with the Company or any Affiliate; provided, that if it acquires any conflicting interest (as defined in the Indenture or in the Trust Indenture Act), it must eliminate such conflict or resign.

PURPOSE AND EFFECT OF THE EXCHANGE OFFER

The Notes were originally sold by the Company on May 19, 1997 to the Initial Purchasers pursuant to the Purchase Agreement. The Initial Purchasers subsequently resold the Notes to qualified institutional buyers in reliance on Rule 144A under the Securities Act and to a limited number of institutional accredited investors that agreed to comply with certain transfer restrictions and other conditions. As a condition to the Purchase Agreement, the Company entered into the Registration Rights Agreement with the Initial Purchasers (the "Registration Rights Agreement") pursuant to which the Company has agreed, for the benefit of the holders of the Notes, at the Company's cost, to use its best efforts to (i) file the Exchange Offer Registration Statement within 45 days after the date of the original issue of the Notes with the Commission with respect to the Exchange Offer for the Exchange Notes, and (ii) cause the Exchange Offer Registration Statement to be declared effective under the Securities Act within 150 days after the date of original issuance of the Notes. Upon the Exchange Offer Registration Statement being declared effective, the Company will offer the Exchange Notes in exchange for surrender of the Notes. The Company will keep the Exchange Offer open for not less than 30 calendar days (or longer if required by applicable law) after the date on which notice of the Exchange Offer is mailed to the holders of the Notes. For each Note surrendered to the Company pursuant to the Exchange Offer, the holder of such Note will receive an Exchange Note having a principal amount equal to that of the surrendered Note. Interest on each Exchange Note will accrue from the date of its original issue.

Under existing interpretations of the staff of the Commission contained in several no-action letters to third parties, the Exchange Notes would in general be freely tradeable after the Exchange Offer without further registration under the Securities Act. However, any purchaser of Notes who is an "affiliate" of the Company or who intends to participate in the Exchange Offer for the purpose of distributing the Exchange Notes (i) will not be able to rely on the interpretation of the staff of the Commission, (ii) will not be able to tender its Notes in the Exchange Offer and (iii) must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any sale or transfer of the Notes, unless such sale or transfer is made pursuant to an exemption from such requirements.

Each holder of the Notes (other than certain specified holders) who wishes to exchange the Notes for Exchange Notes in the Exchange Offer will be required to represent in the Letter of Transmittal that (i) it is not an affiliate of the Company, (ii) the Exchange Notes to be received by it were acquired in the ordinary course of its business and (iii) at the time of commencement of the Exchange Offer, it has no arrangement with any person to participate in the distribution (within the meaning of the Securities Act) of the Exchange Notes. In addition, each Participating Broker-Dealer that receives Exchange Notes for its own account in exchange for Notes, where such Notes were acquired by such Participating BrokerDealer 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." The Commission has taken the position that Participating Broker-Dealers may fulfill their prospectus delivery requirements with respect to the Exchange Notes (other than a resale of an unsold allotment from the original sale of the Notes) with the prospectus contained in the Exchange Offer Registration Statement. Under the Registration Rights Agreement, the Company is required to allow Participating Broker-Dealers and other persons, if any, subject to similar prospectus delivery requirements to use the prospectus contained in the Exchange Offer Registration Statement in connection with the resale of such Exchange Notes.

In the event that changes in the law or the applicable interpretations of the staff of the Commission do not permit the Company to effect such an Exchange Offer, or if for any other reason the Exchange Offer is not consummated within 180 days after the original issue date of the Notes, or if any holder of the Notes (other than an "affiliate" of the Company or the Initial Purchaser) is not eligible to participate in the Exchange Offer, or upon the request of the Initial Purchaser under certain circumstances, the Company will, at its cost, (a) as promptly as practicable, file the Shelf Registration Statement covering resales of the Notes, (b) use its best efforts to cause the Shelf Registration Statement to be declared effective under the Securities Act and (c) use its best efforts to keep effective the Shelf Registration

Statement until the earlier of three years after its effective date and such time as all of the applicable Notes have been sold thereunder. The Company will, in the event of the filing of the Shelf Registration Statement, provide to each applicable holder of the Notes copies of the prospectus which is a part of the Shelf Registration Statement, notify each such holder when the Shelf Registration Statement has become effective and take certain other actions as are required to permit unrestricted resales of the Notes. A holder of Notes that sells such Notes pursuant to the Shelf Registration Statement generally will be required to be named as a selling securityholder in the related prospectus and to deliver a prospectus to purchasers, will be subject to certain of the civil liability provisions under the Securities Act in connection with such sales and will be bound by the provisions of the Registration Rights Agreement which are applicable to such a holder (including certain indemnification obligations). In addition, each holder of the Notes will be required to deliver 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 Notes included in the Shelf Registration Statement and to benefit from the provisions set forth in the following paragraph.

If (i) by July 3, 1997, neither the Exchange Offer Registration Statement nor the Shelf Registration Statement has been filed with the SEC; (ii) by November 17, 1997, neither the Exchange Offer is consummated nor the Shelf Registration Statement is declared effective; or (iii) after either the Exchange Offer Registration Statement or the Shelf Registration Statement is declared effective, such Registration Statement thereafter ceases to be effective or usable (subject to certain exceptions) in connection with resales of Notes or Exchange Notes in accordance with and during the periods specified in the Registration Rights Agreement (each such event referred to in clauses (i) through (iii), a "Registration Default"), additional cash interest will accrue on the Notes and the Exchange Notes, in each case at the rate of 0.50% per annum from and including the date on which any such Registration Default shall occur to but excluding the date on which all Registration Defaults have been cured. Such interest is payable in addition to any other interest payable from time to time with respect to the Notes and the Exchange Notes.

The summary herein of certain provisions of the Registration Rights Agreement does not purport to be complete and is subject to, and is qualified in its entirety by, all the provisions of the Registration Rights Agreement, a copy of which is filed as an exhibit to the Exchange Offer Registration Statement of which this Prospectus is a part.

Following the consummation of the Exchange Offer, holders of the Notes who were eligible to participate in the Exchange Offer but who did not tender their Notes will not have any further registration rights and such Notes will continue to be subject to certain restrictions on transfer. Accordingly, the liquidity of the market for such Notes could be adversely affected.

TERMS OF THE EXCHANGE OFFER

Upon the terms and subject to the conditions set forth in this Prospectus and in the Letter of Transmittal, the Company will accept any and all Notes validly tendered and not withdrawn prior to 5:00 p.m., New York City time, on the Expiration Date. The Company will issue $1,000 principal amount of Exchange Notes in exchange for each $1,000 principal amount of outstanding Notes accepted in the Exchange Offer. Holders may tender some or all of their Notes pursuant to the Exchange Offer. However, Notes may be tendered only in integral multiples of $1,000.

The form and terms of the Exchange Notes are the same as the form and terms of the Notes except that (i) the Exchange Notes bear a Series B designation and a different CUSIP Number from the Notes, (ii) the Exchange Notes have been registered under the Securities Act and hence will not bear legends restricting the transfer thereof and (iii) the holders of the Exchange Notes will not be entitled to certain rights under the Registration Rights Agreement, including the provisions providing for an increase in the interest rate on the Notes in certain circumstances relating to the timing of the Exchange Offer, all of which rights will terminate when the Exchange Offer is terminated. The Exchange Notes will evidence the same debt as the Notes and will be entitled to the benefits of the Indenture.

As of the date of this Prospectus, $85,478,000 aggregate principal amount of Notes were outstanding. The Company has fixed the close of business on , 1997 as the record date for the

Exchange Offer for purposes of determining the persons to whom this Prospectus and the Letter of Transmittal will be mailed initially.

Holders of Notes do not have any appraisal or dissenters' rights under the General Corporation Law of Delaware or the Indenture in connection with the Exchange Offer. The Company intends to conduct the Exchange Offer in accordance with the applicable requirements of the Exchange Act and the rules and regulations of the Commission thereunder.

The Company shall be deemed to have accepted validly tendered Notes when, as and if the Company has given oral or written notice thereof to the Exchange Agent. The Exchange Agent will act as agent for the tendering holders for the purpose of receiving the Exchange Notes from the Company.

If any tendered Notes are not accepted for exchange because of an invalid tender, the occurrence of certain other events set forth herein or otherwise, the certificates for any such unaccepted Notes will be returned, without expense, to the tendering holder thereof as promptly as practicable after the Expiration Date.

Holders who tender 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 Notes pursuant to the Exchange Offer. The Company will pay all charges and expenses, other than transfer taxes in certain circumstances, in connection with the Exchange Offer. See "-Fees and Expenses."

EXPIRATION DATE; EXTENSIONS; AMENDMENTS

The term "Expiration Date" shall mean 5:00 p.m., New York City time, on , 1997, unless the Company, in its sole discretion, extends the Exchange Offer, in which case the term "Expiration Date" shall mean the latest date and time to which the Exchange Offer is extended.

In order to extend the Exchange Offer, the Company will notify the Exchange Agent of any extension by oral or written notice and will mail to the registered holders an announcement thereof, each prior to 9:00 a.m., New York City time, on the next business day after the previously scheduled expiration date.

The Company reserves the right, in its sole discretion, (i) to delay accepting any Notes, to extend the Exchange Offer or to terminate the Exchange Offer if any of the conditions set forth below under "-Conditions" shall not have been satisfied, by giving oral or written notice of such delay, extension or termination to the Exchange Agent or (ii) to amend the terms of the Exchange Offer in any manner. Any such delay in acceptance, extension, termination or amendment will be followed as promptly as practicable by oral or written notice thereof to the registered holders.

INTEREST ON THE EXCHANGE NOTES

The Exchange Notes will bear interest from their date of issuance. Holders of Notes that are accepted for exchange will receive, in cash, accrued interest thereon to, but not including, the date of issuance of the Exchange Notes. Such interest will be paid with the first interest payment on the Exchange Notes on November 15, 1997. Interest on the Notes accepted for exchange will cease to accrue upon issuance of the Exchange Notes.

Interest on the Exchange Notes is payable semi-annually on each May 15 and November 15, commencing on November 15, 1997.

PROCEDURES FOR TENDERING

For a holder of Notes to tender Notes validly pursuant to the Exchange Offer, a properly completed and duly executed Letter of Transmittal (or facsimile thereof), with any required signature guarantee, or (in the case of a book-entry transfer), an Agent's Message in lieu of the Letter of Transmittal, and any other required documents, must be received by the Exchange Agent at the address set forth below under "Exchange Agent" prior to 5:00 p.m., New York City time, on the Expiration Date. In addition,

prior to 5:00 p.m., New York City time, on the Expiration Date, either (a) certificates for tendered Notes must be received by the Exchange Agent at such address or (b) such Notes must be transferred pursuant to the procedures for book-entry transfer described below (and a confirmation of such tender received by the Exchange Agent, including an Agent's Message if the tendering holder has not delivered a Letter of Transmittal).

The term "Agent's Message" means a message transmitted by DTC, received by the Exchange Agent and forming part of the confirmation of a book-entry transfer, which states that DTC has received an express acknowledgment from the participant in DTC tendering Notes which are the subject of such book-entry confirmation, that such participant has received and agrees to be bound by the terms of the Letter of Transmittal and that the Company may enforce such agreement against such participant. In the case of an Agent's Message relating to guaranteed delivery, the term means a message transmitted by DTC and received by the Exchange Agent, which states that DTC has received an express acknowledgment from the participant in DTC tendering Notes that such participant has received and agrees to be bound by the Notice of Guaranteed Delivery.

By tendering Notes pursuant to the procedures set forth above, each holder will make to the Company the representations set forth above in the third paragraph under the heading "- Purpose and Effect of the Exchange Offer."

The tender by a holder and the acceptance thereof by the Company will constitute agreement between such holder and the Company in accordance with the terms and subject to the conditions set forth herein and in the Letter of Transmittal.

THE METHOD OF DELIVERY OF NOTES AND THE LETTER OF TRANSMITTAL AND ALL OTHER REQUIRED DOCUMENTS TO THE EXCHANGE AGENT IS AT THE ELECTION AND SOLE RISK OF THE HOLDER. AS AN ALTERNATIVE TO DELIVERY BY MAIL, HOLDERS MAY WISH TO CONSIDER OVERNIGHT OR HAND DELIVERY SERVICE. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ASSURE DELIVERY TO THE EXCHANGE AGENT BEFORE THE EXPIRATION DATE. NO LETTER OF TRANSMITTAL OR NOTES SHOULD BE SENT TO THE COMPANY. HOLDERS MAY REQUEST THEIR RESPECTIVE BROKERS, DEALERS, COMMERCIAL BANKS, TRUST COMPANIES OR NOMINEES TO EFFECT THE ABOVE TRANSACTIONS FOR SUCH HOLDERS.

Any beneficial owner whose 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 such registered holder to tender on such beneficial owner's behalf. See "Instruction to Registered Holder and/or Book-Entry Transfer Facility Participant from Owner" included with the Letter of Transmittal.

Signatures on a Letter of Transmittal or a notice of withdrawal, as the case may be, must be guaranteed by an Eligible Institution (as defined below) unless the Notes tendered pursuant thereto are tendered (i) by a registered holder who has not completed the box entitled "Special Registration Instructions" or "Special Delivery Instructions" on the Letter of Transmittal or (ii) for the account of an Eligible Institution. In the event that signatures on a Letter of Transmittal or a notice of withdrawal, as the case may be, are required to be guaranteed, such guarantee must be by a member firm of the Medallion System (an "Eligible Institution").

If the Letter of Transmittal is signed by a person other than the registered holder of any Notes listed therein, such Notes must be endorsed or accompanied by a properly completed bond power, signed by such registered holder as such registered holder's name appears on such Notes with the signature thereon guaranteed by an Eligible Institution.

If the Letter of Transmittal or any Notes or bond powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, offices of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing, and evidence satisfactory to the Company of their authority to so act must be submitted with the Letter of Transmittal.

The Company understands that the Exchange Agent will make a request promptly after the date of this Prospectus to establish accounts with respect to the Notes at the book-entry transfer facility, The Depository Trust Company (the "Book-Entry Transfer Facility"), for the purpose of facilitating the Exchange Offer, and subject to the establishment thereof, any financial institution that is a participant in the Book-Entry Transfer Facility's system may make book-entry delivery of Notes by causing such Book-Entry Transfer Facility to transfer such Notes into the Exchange Agent's account with respect to the Notes in accordance with the Book-Entry Transfer Facility's procedures for such transfer. Although delivery of the Notes may be effected through book-entry transfer into the Exchange Agent's account at the Book-Entry Transfer Facility, an appropriate Letter of Transmittal properly completed and duly executed with any required signature guarantee, or (in the case of a book-entry transfer) an Agent's Message in lieu of the Letter of Transmittal, and all other required documents must in each case be transmitted to and received or confirmed by the Exchange Agent at its address set forth below on or prior to the Expiration Date, or, if the guaranteed delivery procedures described below are complied with, within the time period provided under such procedures. Delivery of documents to the Book-Entry Transfer Facility does not constitute delivery to the Exchange Agent.

The Exchange Agent and DTC have confirmed that the Exchange Offer is eligible for the DTC Automated Tender Offer Program ("ATOP"). Accordingly, DTC participants may electronically transmit their acceptance of the Exchange Offer by causing DTC to transfer Notes to the Exchange Agent in accordance with DTC's ATOP procedures for transfer. DTC will then send an Agent's Message to the Exchange Agent.

All questions as to the validity, form, eligibility (including time of receipt), acceptance of tendered Notes and withdrawal of tendered Notes will be determined by the Company in its sole discretion, which determination will be final and binding. The Company reserves the absolute right to reject any and all Notes not properly tendered or any Notes the Company's acceptance of which would, in the opinion of counsel for the Company, be unlawful. The Company also reserves the right in its sole discretion to waive any defects, irregularities or conditions of tender as to particular Notes. The Company's 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 Notes must be cured within such time as the Company shall determine. Although the Company intends, to notify holders of defects or irregularities with respect to tenders of Notes, neither the Company, the Exchange Agent nor any other person shall incur any liability for failure to give such notification. Tenders of Notes will not be deemed to have been made until such defects or irregularities have been cured or waived. Any 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 to the tendering holders, unless otherwise provided in the Letter of Transmittal, as soon as practicable following the Expiration Date.

GUARANTEED DELIVERY PROCEDURES

Holders who wish to tender their Notes and (i) whose Notes are not immediately available, (ii) who cannot deliver their Notes, the Letter of Transmittal or any other required documents to the Exchange Agent or (iii) who cannot complete the procedures for book-entry transfer, prior to the Expiration Date, may effect a tender if:

(a) the tender is made through an Eligible Institution;

(b) prior to the Expiration Date, the Exchange Agent receives from such Eligible Institution a properly completed and duly executed Notice of Guaranteed Delivery (by facsimile transmission, mail or hand delivery) setting forth the name and address of the holder, the certificate number(s) of such Notes and the principal amount of Notes tendered, stating that the tender is being made thereby and guaranteeing that, within five New York Stock Exchange trading days after the Expiration Date, the Letter of Transmittal (or facsimile thereof) together with the certificate(s) representing the Notes (or a confirmation of book-entry transfer of such Notes into the Exchange Agent's account at the Book-Entry Transfer Facility), and any other documents required by the Letter of Transmittal will be deposited by the Eligible Institution with the Exchange Agent; and

(c) such properly completed and executed Letter of Transmittal (of facsimile thereof), as well as the certificate(s) representing all tendered Notes in proper form for transfer (or a confirmation of book-entry transfer of such Notes into the Exchange Agent's account at the Book-Entry Transfer Facility), and all other documents required by the Letter of Transmittal are received by the Exchange Agent upon five New York Stock Exchange trading days after the Expiration Date.

Upon request to the Exchange Agent, a Notice of Guaranteed Delivery will be sent to holders who wish to tender their Notes according to the guaranteed delivery procedures set forth above.

WITHDRAWAL OF TENDERS

Except as otherwise provided herein, tenders of Notes may be withdrawn at any time prior to 5:00 p.m., New York City time, on the Expiration Date.

To withdraw a tender of Notes in the Exchange Offer, a telegram, telex, letter or facsimile transmission notice of withdrawal must be received by the Exchange Agent at its address set forth herein prior to 5:00 p.m., New York City time, on the Expiration Date. Any such notice of withdrawal must (i) specify the name of the person having deposited the Notes to be withdrawn (the "Depositor"), (ii) identify the Notes to be withdrawn (including the certificate number(s) and principal amount of such Notes, or, in the case of Notes transferred by book-entry transfer, the name and number of the account at the Book-Entry Transfer Facility to be credited), (iii) be signed by the holder in the same manner as the original signature on the Letter of Transmittal by which such Notes were tendered (including any required signature guarantees) or be accompanied by documents of transfer sufficient to have the Trustee with respect to the Notes register the transfer of such Notes into the name of the person withdrawing the tender and (iv) specify the name in which any such Notes are to be registered, if different from that of the Depositor. All questions as to the validity, form and eligibility (including time of receipt) of such notices will be determined by the Company, whose determination shall be final and binding on all parties. Any Notes so withdrawn will be deemed not to have been validly tendered for purposes of the Exchange Offer and no Exchange Notes will be issued with respect thereto unless the Notes so withdrawn are validly retendered. Any Notes which have been tendered but which are not accepted for exchange will be returned to the holder thereof without cost to such holder as soon as practicable after withdrawal, rejection of tender or termination of the Exchange Offer. Properly withdrawn Notes may be retendered by following one of the procedures described above under "Procedures for Tendering" at any time prior to the Expiration Date.

CONDITIONS

Notwithstanding any other term of the Exchange Offer, the Company shall not be required to accept for exchange, or exchange Notes for, any Exchange Notes, and may terminate or amend the Exchange Offer as provided herein before the acceptance of such Notes, if:

(a) any action or proceeding is instituted or threatened in any court or by or before any governmental agency with respect to the Exchange Offer which, in the sole judgment of the Company, might materially impair the ability of the Company to proceed with the Exchange Offer or any material adverse development has occurred in any existing action or proceeding with respect to the Company or any of its subsidiaries; or

(b) any law, statute, rule, regulation or interpretation by the staff of the Commission is proposed, adopted or enacted, which, in the sole judgment of the Company, might materially impair the ability of the Company to proceed with the Exchange Offer or materially impair the contemplated benefits of the Exchange Offer to the Company; or

(c) any governmental approval has not been obtained, which approval the Company shall, in its sole discretion, deem necessary for the consummation of the Exchange Offer as contemplated hereby.

If the Company determines in its sole discretion that any of the conditions are not satisfied, the Company may (i) refuse to accept any Notes and return all tendered Notes to the tendering holders, (ii) extend the Exchange Offer and retain all Notes tendered prior to the expiration of the Exchange Offer,

subject, however, to the rights of holders to withdraw such Notes (see "-Withdrawal of Tenders") or (iii) waive such unsatisfied conditions with respect to the Exchange Offer and accept all properly tendered Notes which have not been withdrawn.

EXCHANGE AGENT

United States Trust Company of New York has been appointed as Exchange Agent for the Exchange Offer. Questions and requests for assistance, requests for additional copies of this Prospectus or of the Letter of Transmittal and requests for Notice of Guaranteed Delivery should be directed to the Exchange Agent addressed as follows:

United States Trust Company of New York
114 West 47th Street
New York, New York 10036-1532

Delivery to an address other than as set forth above will not constitute a valid delivery.

FEES AND EXPENSES

The expenses of soliciting tenders will be borne by the Company. The principal solicitation is being made by mail; however, additional solicitation may be made by telegraph, telecopy, telephone or in person by officers and regular employees of the Company and its affiliates.

The Company has 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. The Company, however, 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 therewith.

The cash expenses to be incurred in connection with the Exchange Offer will be paid by the Company. Such expenses include fees and expenses of the Exchange Agent and Trustee, accounting and legal fees and printing costs, among others.

ACCOUNTING TREATMENT

The Exchange Notes will be recorded at the same carrying value as the Notes, which is face value, as reflected in the Company's accounting records on the date of exchange. Accordingly, no gain or loss for accounting purposes will be recognized by the Company. The expenses of the Exchange Offer will be expensed over the term of the Exchange Notes.

CONSEQUENCES OF FAILURE TO EXCHANGE

The Notes that are not exchanged for Exchange Notes pursuant to the Exchange Offer will remain restricted securities. Accordingly, such Notes may be resold only (i) to the Company (upon redemption thereof or otherwise), (ii) so long as the Notes are eligible for resale pursuant to Rule 144A, to a person inside the United States whom the seller reasonably believes is a qualified institutional buyer within the meaning of Rule 144A under the Securities Act in a transaction meeting the requirements of Rule 144A, in accordance with Rule 144 under the Securities Act, or pursuant to another exemption from the registration requirements of the Securities Act (and based upon an opinion of counsel reasonably acceptable to the Company), (iii) outside the United States to a foreign person in a transaction meeting the requirements of Rule 904 under the Securities Act, or (iv) pursuant to an effective registration statement under the Securities Act, in each case in accordance with any applicable securities laws of any state of the United States.

RESALE OF THE EXCHANGE NOTES

With respect to resales of Exchange Notes, based on interpretations by the staff of the Commission set forth in no-action letters issued to third parties, the Company believes that a holder or other person who receives Exchange Notes, whether or not such person is the holder (other than a person that is an

"affiliate" of the Company within the meaning of Rule 405 under the Securities Act) who receives Exchange Notes in exchange for Notes in the ordinary course of business and who 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. However, if any holder acquires Exchange Notes in the Exchange Offer for the purpose of distributing or participating in a distribution of the Exchange Notes, such holder cannot rely on the position of the staff of the Commission enunciated in such no-action letters or any similar interpretive letters, and must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction, unless an exemption from registration is otherwise available. Further, each Participating Broker-Dealer that receives Exchange Notes for its own account in exchange for Notes, where such Notes were acquired by such Participating 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.

As contemplated by these no-action letters and the Registration Rights Agreement, each holder accepting the Exchange Offer is required to represent to the Company in the Letter of Transmittal that (i) the Exchange Notes are to be acquired by the holder or the person receiving such Exchange Notes, whether or not such person is the holder, in the ordinary course of business, (ii) the holder or any such other person (other than a broker-dealer referred to in the next sentence) is not engaging and does not intend to engage, in the distribution of the Exchange Notes, (iii) the holder or any such other person has no arrangement or understanding with any person to participate in the distribution of the Exchange Notes, (iv) neither the holder nor any such other person is an "affiliate" of the Company within the meaning of Rule 405 under the Securities Act, and (v) the holder or any such other person acknowledges that if such holder or other person participates in the Exchange Offer for the purpose of distributing the Exchange Notes it must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale of the Exchange Notes and cannot rely on those no-action letters. As indicated above, each Participating Broker-Dealer that receives an Exchange Note for its own account in exchange for Notes must acknowledge that it will deliver a prospectus in connection with any resale of such Exchange Notes. For a description of the procedures for such resales by Participating Broker-Dealers, see "Plan of Distribution."

NEW CREDIT FACILITY

The Company will either (i) amend and restate the Existing Credit Facility pursuant to a commitment letter with the Bank that expires on July 31, 1997, or (ii) terminate the Existing Credit Facility. The Company is currently exploring alternative financing sources from other senior lenders that may be willing to provide the Company with a revolving credit facility on terms more favorable to the Company.

If the Company enters into the New Credit Facility, the New Credit Facility would provide a revolving credit facility in a combined amount of $7.5 million consisting of a $5.0 million tranche (the "Tranche A Facility") which would be available until a maturity date three years from the closing under the New Credit Facility and a $2.5 million tranche (the "Tranche B Facility") which would be available at such time the Tranche A Facility has been fully funded and the Company is making an escrow deposit for an acquisition to be made pursuant to an acquisition agreement previously approved by the Bank. The proceeds of the Tranche A Facility and, once funded, the Tranche B Facility may be borrowed, prepaid and reborrowed and letters of credit may be issued thereunder, subject to a limit of $1.0 million with respect to the Tranche A Facility and $2.5 million with respect to the Tranche B Facility, provided that borrowings under the Tranche B Facility must be repaid at such time as the related acquisition is consummated. The New Credit Facility would terminate on the third anniversary of its closing, at which time any outstanding principal balance together with all accrued and unpaid interest thereon would become due and payable. All amounts borrowed under the New Credit Facility would be guaranteed by each of the Company's direct and indirect Restricted Subsidiaries.

The New Credit Facility would be secured by a first priority perfected security interest in: (i) all of the Common Stock of the Company and its direct and indirect Restricted Subsidiaries, including all warrants or options and other similar securities to purchase such securities and (ii) substantially all of the assets of the Company and its direct and indirect Restricted Subsidiaries (except for certain unrestricted subsidiaries) including, without limitation, any and all FCC licenses to the maximum extent permitted by law.

Generally, the Company would have the option to select the interest rate and interest payment dates on borrowings under the New Credit Facility as either (i) 1.375% plus the greater of (a) the Federal Funds Rate (to be defined in the new credit agreement governing the New Credit Facility) plus 0.5%, and (b) the prime rate of the Bank, with interest payable on the last day of each calendar quarter, or (ii) subject to legality and availability, the Eurodollar Rate (to be defined in the credit agreement) during interest periods of 1, 2, 3 or 6 months, with interest payable on the last day of each such interest period and at the end of each 3-month period during each such interest period. Following the occurrence of and during the continuation of an event of default (to be defined in the credit agreement), interest will accrue at the then applicable rates, plus 2% to the end of any then existing interest period, and thereafter at the prime rate of the Bank plus 1.375% plus 2%. The Company will pay the Bank a facility fee equal to approximately $75,000 at the closing of the New Credit Facility and $9,375 will be payable on the date of the initial extension of credit under the Tranche B Facility. Additionally, commencing at the closing, the Company would pay a commitment fee of (i) 1/2% per annum of the unused portion of the Tranche A Facility and (ii) 1/4% per annum of the total amount of the Tranche B Facility until the date borrowings under the Tranche B Facility are available, then 1/2% per annum of the unused portion of the Tranche B Facility. In addition, the Company would pay the Bank a letter of credit fee equal to the greater of $500 and 1% of the face amount of each letter of credit.

The outstanding principal balance of the New Credit Facility would automatically be reduced in an amount equal to 100% of the net proceeds received by the Borrower or any of its Restricted Subsidiaries from the sale of (i) assets the net proceeds of which exceed $50,000 singularly or in the aggregate in any fiscal year and which are not reinvested in broadcast assets within 270 days of such sale, provided that whenever the aggregate net proceeds realized since the Issue Date equals or exceeds $4,750,000, then all net proceeds from such asset sales thereafter which are not reinvested as aforesaid, shall be used to prepay advances and to permanently reduce the applicable Commitment (as defined in the New Credit Facility), (ii) the public or private issuance of indebtedness (other than indebtedness permitted

under the New Credit Facility) after closing, or (iii) the public or private issuance of equity securities after closing except to the extent that such proceeds are used to make permitted investments in Unrestricted Subsidiaries. Notwithstanding the foregoing, if an event of default under the New Credit Facility exists, all such net proceeds described above will also reduce the applicable Commitment.

The New Credit Facility would restrict the incurrence of indebtedness in excess of that permitted by the Senior Subordinated Notes; certain liens; loans, investments and certain transactions with affiliates of the Company; certain restricted payments; dividends, distributions or stock repurchases; redemption of any Senior Preferred Stock; amendments to certain agreements between stockholders; the payment of management fees; mergers and acquisitions; sales of assets; changes in the business of the Company; and changes of control of the Company. Notwithstanding anything to the contrary, the New Credit Facility would not restrict the payment of interest payable on the Senior Subordinated Notes.

All of the terms described herein with respect to the New Credit Facility are based on draft documents existing as of the date hereof, and the commitment letter with the Bank. If the Company enters into the New Credit Facility, certain of such terms may change and there can be no assurance that such would not be material or adverse to the Company.

DESCRIPTION OF CAPITAL STOCK

The Company's authorized capital stock consists of (i) 2,000 authorized shares of Common Stock, $.01 par value per share (the "Common Stock"), which consist of (a) 1,000 shares of Class A Common Stock (the "Class A Common Stock"), of which 138.45 shares are issued and outstanding, and (b) 1,000 shares of Class B Common Stock (the "Class B Common Stock"), of which no shares are issued and outstanding, and (ii) 250,000 authorized shares of Senior Preferred Stock, par value $.01 per share, which consist of (a) 100,000 shares of Series A 15% Cumulative Redeemable Preferred Stock (the "Series A Senior Preferred Stock"), of which 84,843.03 shares are issued and outstanding, and (b) 150,000 shares of Series B 15% Cumulative Redeemable Preferred Stock (the "Series B Senior Preferred Stock"), of which 124,467.10 shares are issued and outstanding. There is no established trading market for the Common Stock or the Senior Preferred Stock.

COMMON STOCK

Dividends. Holders of shares of Common Stock are entitled to receive such dividends as may be declared by the Company's Board of Directors out of funds legally available for such purpose. The payment of dividends is currently restricted by the Indenture governing the Senior Subordinated Notes and the Preferred Stockholders' Agreement (as defined) and will be restricted by the New Credit Facility, if it is entered into by the Company. See "Description of Exchange Notes-Certain Covenants-

Limitation on Restricted Payments" and "Description of Certain Indebtedness-New Credit Facility."

Voting Rights. Holders of shares of Class A Common Stock vote as a single class on all matters submitted to a vote of the stockholders except as otherwise required by law. Except to the extent required by applicable law, holders of shares of Class B Common Stock have no right to vote on any matter submitted to a vote of the stockholders. Under Delaware law, the affirmative vote of the holders of a majority of the outstanding shares of any class of the Common Stock voting as a separate class is required to approve, among other things, a change in the designations, preferences and limitations of the shares of such class of Common Stock. Certain extraordinary transactions (such as a merger or a sale of substantially all of the assets of the Company) require the affirmative vote of at least two-thirds of the outstanding shares of Class A Common Stock.

Liquidation Rights. Upon liquidation, dissolution or winding-up of the Company, the holders of Common Stock are entitled to share ratably in all assets available for distribution after payment in full of all obligations to creditors of the Company and to the holders of Senior Preferred Stock.

Other Provisions. The holders of Common Stock are not entitled to preemptive or subscription rights under the Company's Amended and Restated Certificate of Incorporation. The shares of Common Stock presently outstanding are validly issued, fully paid and nonassessable.

Conversion. Holders of shares of either Class A Common Stock or Class B Common Stock have the right at any time to convert all or a portion of the shares of the class of Common Stock so held into the same number of shares of the other class of Common Stock.

Ownership Restrictions. The Amended and Restated Certificate of Incorporation of the Company restricts the ownership, voting and transfer of the Company's capital stock in accordance with the Communications Act and the rules of the FCC, to prohibit ownership of the Company's outstanding capital stock (or the voting rights it represents) by or for the account of aliens or corporations otherwise subject to domination or control by aliens.

SENIOR PREFERRED STOCK

Dividends. Dividends on the outstanding shares of Senior Preferred Stock will accumulate at the rate of 15% per annum and will compound annually. The Company may, at its option, pay dividends either in cash or by accumulating such dividends. In the event that the Company breaches one of the covenants contained in the Preferred Stockholders' Agreement (and fails to cure such breach during the applicable cure period), the holders of a majority of the outstanding shares of Senior Preferred Stock may elect, by notifying the Company in writing, to have the accrual rate for dividends on the Senior Preferred Stock increased to 18% per annum until such breach has been waived or cured; provided, however, in the event the Company fails to meet certain minimum cash flow, revenue or EBITDA targets relating exclusively to the operations of WPHI-FM, the dividend rate on the outstanding shares of Senior Preferred Stock shall be retroactively increased to 17% per annum from the date of issuance until such time as such default is cured or waived by the holders of a majority of the outstanding shares of Senior Preferred Stock. The payment of dividends are restricted by the Indenture governing the Senior Subordinated Notes and will be restricted by the New Credit Facility, if it is entered into by the Company. In addition, the payment of dividends may be restricted by any other agreement governing indebtedness for borrowed money permitted by the Preferred Stockholders' Agreement together with the Indenture and the New Credit Facility,, the "Debt Agreements"). See "Description of Exchange Notes-Certain Covenants-Limitation on Restricted Payments."

Voting Rights. The Senior Preferred Stock will be non-voting, except with respect to certain amendments to the Company's Amended and Restated Certificate of Incorporation and as otherwise required by law. Under Delaware law, the affirmative vote of the holders of a majority of the outstanding shares of the Senior Preferred Stock voting as a separate class is required to approve, among other things, a change in the designations, preferences and limitations of the shares of Senior Preferred Stock.

Liquidation Rights. Upon the liquidation, winding up or dissolution of the Company, holders of the Senior Preferred Stock shall be entitled to receive $100 per share, plus accumulated but unpaid dividends thereon, if any, before any payments shall be made to holders of the Common Stock. The Senior Preferred Stock shall rank senior to all other outstanding classes of equity securities. The Company shall not be permitted to authorize any new class of equity security without the approval of at least a majority of the shares of the Senior Preferred Stock then outstanding, voting or consenting, as the case may be, as one class.

Redemption Rights. The shares of Senior Preferred Stock shall be redeemed on May 29, 2005 (the "Mandatory Redemption Date"). The redemption of Senior Preferred Stock will be restricted by applicable law and by the terms of the Debt Agreements. See "Description of Exchange Notes-Certain Covenants-Limitation on Restricted Payments."

Subject to applicable law and the terms of the Debt Agreements, the Company, at its sole option, may redeem then outstanding shares of Senior Preferred Stock at a redemption price equal to 100% of the Senior Preferred Stock's liquidation value (plus any accumulated and accrued but unpaid dividends thereon) as follows:

- - The Company may redeem all or a portion of the outstanding shares of Series A Senior Preferred Stock; provided, however, that any holder of Series B Senior Preferred Stock shall have the right to have its shares redeemed as well (such redemptions will take place on a pro rata basis so that the Company will not be required to (although it may elect to) redeem more shares of Senior Preferred Stock than it originally called for redemption from the holders of Series A Senior Preferred Stock).

- - So long as the Company has paid in full all accumulated and accrued but unpaid dividends on the outstanding shares of Senior Preferred Stock, the Company may redeem shares of Senior Preferred Stock having an aggregate liquidation value of $2.0 million, which redemption shall be on a pro rata basis among all holders of shares of Senior Preferred Stock.

- - At any time and from time to time on or after June 6, 1999, the Company may redeem all or a portion of the outstanding shares of Senior Preferred Stock (such redemptions to take place on a pro rata basis).

Subject to applicable law and the terms of the Debt Agreements, the holders of Senior Preferred Stock may require the Company to redeem the outstanding shares of Senior Preferred Stock at a redemption price equal to 100% of the Senior Preferred Stock's liquidation value (plus any accumulated and accrued but unpaid dividends thereon) as follows:

- - The holders of shares of Series B Senior Preferred Stock shall have the right to require the Company to redeem their shares of Series B Preferred in the event that the Company exercises its option to redeem shares of Series A Senior Preferred Stock (such redemptions will take place on a pro rata basis so that the Company will not be required to (although it may elect to) redeem more shares of Senior Preferred Stock than it originally called for redemption from the holders of Series A Senior Preferred Stock).

- - Upon the occurrence of the Company's initial public offering of Common Stock (other than an offering made in connection with a business acquisition or combination or an employee benefit plan), the holders of a majority of the outstanding shares of Senior Preferred Stock shall have the right to require the Company to redeem all or a portion of the outstanding shares of Senior Preferred Stock including any and all accumulated and accrued but unpaid dividends thereon but only to the extent of the net proceeds to the Company from the public sale of such Common Stock.

- - Once all of the Company's outstanding indebtedness for money borrowed has been finally and indefeasibly paid in full in cash (including, without limitation, the Senior Indebtedness (as defined in the Standstill Agreement)), and any commitment to fund related thereto shall have been terminated, if any covenant under the Preferred Stockholders' Agreement discussed below is then in breach and such breach has not been cured during the applicable cure period, then, following the expiration of such cure period and continuing until such time as the breach is cured, the holders of a majority of the outstanding shares of Senior Preferred Stock shall have the right to require the Company to redeem all or a portion of the outstanding shares of Senior Preferred Stock (such redemptions to take place on a pro rata basis among all holders of shares of Senior Preferred Stock).

Preferred Stockholders' Agreement. The Company is subject to certain restrictions, and the holders of Senior Preferred Stock are entitled to certain rights, under the terms of a Preferred Stockholders' Agreement dated as of May 14, 1997 entered into by the Company, Radio One Licenses, Inc., the holders of the Senior Preferred Stock, Alfred C. Liggins, III, Catherine L. Hughes and Jerry A. Moore (the "Preferred Stockholders' Agreement"). Under the Preferred Stockholders' Agreement, for so long as the Senior Preferred Stock is outstanding, the Company is obligated to satisfy certain financial tests in respect of broadcast cash flow for the Company as a whole, corporate overhead expense and capital expenditures. In addition, for so long as any Senior Preferred Stock or Warrants are outstanding, the Company is required to comply with certain financial statement delivery requirements as well as covenants that restrict the Company's ability to incur indebtedness for borrowed money or liens, sell a material portion of its assets, merge with or acquire additional businesses, make loans to or investments in others, enter into sale-leaseback transactions, amend its certificate of incorporation or bylaws, change its accounting policies, engage in affiliated transactions, or declare or pay dividends or sell or issue capital stock. Generally, compliance with the terms of the Preferred Stockholders' Agreement may be waived by the holders of a majority of the outstanding shares of Senior Preferred Stock. However, any amendments to the covenants regarding the prohibition on mergers and acquisitions of additional businesses or the distribution, redemption or issuance of capital stock will require the consent of the holders of at least eighty percent of the outstanding shares of Senior Preferred Stock. Additionally, the Company shall be obligated to indemnify the holders of the Senior Preferred Stock against certain tax

obligations which may adversely affect such holders as a result of the Existing Notes Exchange. The Company's failure to comply with any covenants or financial tests set forth in the Preferred Stockholders' Agreement shall give rise to the rights set forth below.

In addition, the Preferred Stockholders' Agreement provides that at the election of the holders of a majority of the outstanding shares of Senior Preferred Stock the Company will, subject to the terms of the Standstill Agreement (as defined), within four months of the occurrence of any of the following events, enter into a signed agreement for the sale of the Company or the assets thereof or a signed financing commitment letter with an institutional lender, providing for sufficient funds to repay all of the outstanding indebtedness under the Debt Agreements, the liquidation value of the outstanding shares of the Senior Preferred Stock (including all accrued and unpaid dividends thereon) and the value of the Warrants, and close such transaction upon FCC approval but in any event within four months of such signed agreement: (1) the Company fails to redeem any Senior Preferred Stock and such failure continues for five days after such redemption is required; (2) the Company, without the prior written consent of a majority of the outstanding shares of Senior Preferred Stock, breaches and does not cure within the applicable periods, (x) the corporate overhead expense covenant or the distributions, redemptions or issuances of capital stock covenant by more than $250,000, (y) the indebtedness covenant, the lien covenant, the sale of assets covenant or the guaranties covenant, in each case by more than a specified amount, or (z) the no merger or acquisition of additional businesses covenant in any material manner; or (3) the Company fails to meet certain minimum trailing twelve month broadcast cash flow hurdles for two consecutive quarter end dates. In connection with the foregoing, the holders of a majority of the outstanding Senior Preferred Stock have the right to expand the Company's board of directors to nine members, thereby giving them the right to control the board, subject to FCC approval. However, the right to cause a sale or refinancing of the Company pursuant to the foregoing is subject to the Standstill Agreement which was entered into with the Trustee, on behalf of the holders of the Senior Subordinated Notes, and the Bank as of May 19, 1997 (the "Standstill Agreement"). Under the Standstill Agreement, if either the Trustee or, if the Company enters into the New Credit Facility, the Bank, is actively pursuing its rights under the Indenture or the New Credit Facility, as the case may be, the holders of Senior Preferred Stock may not cause the sale or refinancing of the Company.

Forced Sale Rights. Holders of a majority of the outstanding shares of Senior Preferred Stock have the option to cause the sale or refinancing of the entire business of, or all of the equity interests in, the Company upon the first to occur of the following: (1) a breach of the Company's put/call obligations under the Warrantholders' Agreement which has not been cured within 30 days after written notice thereof; (2) a breach by the Company of the forced sale or refinancing covenant contained in the Preferred Stockholders' Agreement (see "Description of Capital Stock-General"); or (3) a breach of the Company's demand registration obligations under the Warrantholders' Agreement. In connection with the foregoing, the holders of a majority of the outstanding Senior Preferred Stock have the right to expand the Company's board of directors to nine members, thereby giving them the right to control the board, subject to FCC approval. Prior to or upon the consummation of the sale or refinancing, the Company must repay in full all outstanding indebtedness for money borrowed (including without limitation the Senior Indebtedness). However, the right to cause a sale or refinancing of the Company pursuant to the foregoing is subject to the Standstill Agreement, which provides that if any or all of the holders of Senior Indebtedness are actively pursuing their rights under the Debt Agreements, the holders of Senior Preferred Stock may not cause the sale or refinancing of the Company.

WARRANTS TO PURCHASE COMMON STOCK

General. The Company has outstanding warrants (the "Warrants") to purchase an aggregate of 147.04 shares (or approximately 51.5%) of the Company's outstanding Common Stock on a fully diluted basis, subject to adjustment pursuant to the provisions of the amended and restated warrant certificates dated as of May 19, 1997, issued by the Company (the "Warrant Certificates"), subject to FCC approval. Each registered holder of Warrants is referred to herein as a "Warrant Holder." The Warrants were originally issued pursuant to the Securities Purchase Agreement, dated as of June 6, 1995, among Radio One, the investors named therein and the management stockholders named therein (the "Securities Purchase Agreement") and were amended and restated in connection with the Existing Notes Ex-

change. The Warrants are subject to the Warrantholders' Agreement, dated as of June 6, 1995, among Radio One, the stockholders named therein and the investors named therein, as amended by the First Amendment to the Warrantholders' Agreement dated as of May 19, 1997 (the "Warrantholders' Agreement") and are entitled to certain benefits under the Preferred Stockholders' Agreement. A copy of each of the Warrant Certificates, the Preferred Stockholders' Agreement and the Warrantholders' Agreement (collectively, the "Warrant Documents") can be obtained, upon request, from the Company. The Securities Purchase Agreement was substantially terminated upon the consummation of the Existing Notes Exchange. The following is a summary of certain provisions of the Warrant Documents.

Terms of Exercise. Each Warrant entitles the Warrant Holder, subject to and upon compliance with the provisions of the Warrant Documents, to purchase one share of the Company's Common Stock, or such other number of shares of Common Stock as may be determined in accordance with the adjustment terms of the Warrant Certificate, at a price per share of $100, subject to adjustment in accordance with the terms of the Warrant Certificate (the "Warrant Price").

Each Warrant is exercisable (i) by Warrant Holders holding a majority of the outstanding shares of Senior Preferred Stock or (ii) at any time after the redemption of all of the outstanding shares of Senior Preferred Stock, by the Warrant Holder of such Warrant, except that if a Warrant Holder is a Specialized Small Business Investment Company (as defined in the Warrant Certificate), the Warrant held by such Warrant Holder may not be exercised after the sixth anniversary of the redemption in full of all Senior Preferred Stock held by such Warrant Holder.

Each Warrant is exercisable upon the completion of certain procedures specified in the Warrant Certificate including surrender to the Company of the underlying Warrant Certificate together with the payment to the Company of (a) cash in an amount equal to the then applicable Warrant Price or (b) that number of shares of Common Stock of the Company having a fair market value (as defined in the Warrant Certificate) equal to the then applicable Warrant Price. In the alternative, the Warrant Holder may exercise each of its Warrants, on a net basis, such that, without the exchange of any funds, the Warrant Holder will receive that number of shares of Common Stock issuable upon exercise of such Warrant less that number of shares of Common Stock having an aggregate fair market value (as defined in the Warrant Certificate) at the time of exercise equal to the applicable Warrant Price.

Put and Call Rights. Following the consummation of the Existing Notes Exchange, the holders of Senior Preferred Stock representing a majority of the outstanding shares of Senior Preferred Stock may, subject to the terms of the Standstill Agreement, elect to require the Company to purchase all outstanding Warrants (and other equity securities identified in the Warrantholders' Agreement) held by all of the holders of the Senior Preferred Stock and all of the holders of the Warrants (collectively, the "Put/Call Securities") at any time on or after: (i) the redemption in full of the Senior Preferred Stock, (ii) the merger or consolidation of the Company (subject to certain exceptions contained in the Warrantholders' Agreement and the Preferred Stockholders' Agreement), or (iii) the sale of all or substantially all of the capital stock or assets of the Company or any subsidiary (subject to certain exceptions contained in the Warrantholders' Agreement and the Preferred Stockholders' Agreement); provided, however, that the Company's obligation to repurchase such Put/Call Securities shall arise only to the extent permitted by the terms of the Debt Agreements and the Standstill Agreement.

Subject to the terms of the Standstill Agreement, each holder of the outstanding shares of Senior Preferred Stock may also require the Company to purchase all outstanding Put/Call Securities held by such holder on the Mandatory Redemption Date upon 120 days prior written notice to the Company.

At the election of the Company, the Company may repurchase all, but not less than all, of the Put/Call Securities then outstanding at any time after the Mandatory Redemption Date, so long as: (i) there is no outstanding request for demand registration pursuant to the Warrantholders' Agreement, and (ii) all of the outstanding shares of Senior Preferred Stock have been redeemed in full (including all accrued but unpaid dividends) on or prior to the closing of such repurchase.

The purchase price of the Put/Call Securities to be purchased by the Company (whether at the option of the Company or at the option of one or more holders of the Put/Call Securities) is the Net Equity Value (as defined in the Warrantholders' Agreement) of such purchased Put/Call Securities.

Registration Rights. Subject to certain conditions and exceptions, if at any time or times, the Company shall determine to, or be required to, register any shares of its Common Stock for sale under the Securities Act, the Company shall use its best efforts to effect the registration under the Securities Act of all of the Registrable Securities (as defined in the Warrantholders' Agreement) that holders of such Registrable Securities request to be registered. Generally, if on any two occasions after the earlier of (a) 180 days after the initial public offering of the Company, and (b) June 6, 1998, holders of at least 66-% of the outstanding shares of Senior Preferred Stock notify the Company in writing that they intend to offer or cause to be offered for public sale all or any portion of their Registrable Securities, the Company shall notify all holders of Registrable Securities and either (i) elect to make a primary offering of its Common Stock or (ii) use its best efforts to cause the registration under the Securities Act of all Registrable Securities requested to be registered.

Rights to Participate in Sales of Securities. Subject to certain conditions and exceptions, the Company can not sell or issue any shares of capital stock of the Company or any subsidiary, or any bonds, certificates of indebtedness, debentures or other securities convertible into or exchangeable for capital stock of the Company or any subsidiary, or options, warrants or rights carrying any rights to purchase capital stock or convertible or exchangeable securities of the Company or any subsidiary or any other equity interests in the Company or any subsidiary, other than in connection with an initial public offering of the Company's Common Stock, unless (i) the Company shall have received a bona fide arms' length offer to purchase such securities from a third party and (ii) the Company first submits a written offer to holders of the Senior Preferred Stock and/or the Warrants identifying such third party and the terms of the offer, and the Company offers such holders of the Senior Preferred Stock and/or the Warrants the opportunity to purchase their proportionate share of such securities on terms and conditions not less favorable than those that the Company proposes to sell such securities to such third party.

No Rights in Corporate Governance. Warrant Holders are not entitled, by virtue of being Warrant Holders, to receive dividends, vote, receive notice of any meetings of the stockholders of the Company or otherwise have any rights of stockholders of the Company.

LIMITATIONS ON DIRECTORS' AND OFFICERS' LIABILITY

The Company's Amended and Restated Certificate of Incorporation limits the liability of directors to the maximum extent permitted by Delaware law, which specifies that a director of a company adopting such a provision will not be personally liable for monetary damages for breach of fiduciary duty as a director, except for the liability (i) for any breach of the director's duty of loyalty to the company or its stockholders; (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (iii) for unlawful payments of dividends or unlawful stock repurchases or redemptions as provided in Section 174 of the Delaware General Corporation Law; or (iv) for any transaction from which the director derived an improper personal benefit.

The Company's Amended and Restated Certificate of Incorporation provides for mandatory indemnification of directors and officers and authorizes indemnification for employees and agents in such manner, under such circumstances and to the fullest extent permitted by the Delaware General Corporation Law, which generally authorizes indemnification as to all expenses incurred or imposed as a result of actions, suits or proceedings if the indemnified parties act in good faith and in a manner they reasonably believe to be in or not opposed to the best interests of the Company. The Company believes that these provisions are necessary or useful to attract and retain qualified persons as directors.

There is no pending litigation or proceeding involving a director or officer as to which indemnification is being sought.

CERTAIN FEDERAL INCOME TAX CONSEQUENCES

The following discussion is based upon current provisions of the Internal Revenue Code of 1986, as amended, applicable Treasury regulations, judicial authority and administrative rulings and practice. There can be no assurance that the Internal Revenue Service (the "Service") will not take a contrary view, and no ruling from the Service has been or will be sought. Legislative, judicial or administrative changes or interpretations may be forthcoming that could alter or modify the statements and conditions set forth herein. Any such changes or interpretations may or may not be retroactive and could affect the tax consequences to holders. Certain holders (including insurance companies, tax-exempt organizations, financial institutions, broker-dealers, foreign corporations and persons who are not citizens or residents of the United States) may be subject to special rules not discussed below. The Company recommends that each holder consult such holder's own tax advisor as to the particular tax consequences of exchanging such holder's Notes for Exchange Notes, including the applicability and effect of any state, local or foreign tax laws.

Kirkland & Ellis, special counsel to the Company, has advised the Company that in its opinion, the exchange of the Notes for Exchange Notes pursuant to the Exchange Offer will not be treated as an "exchange" for federal income tax purposes because the Exchange Notes will not be considered to differ materially in kind or extent from the Notes. Rather, the Exchange Notes received by a holder will be treated as a continuation of the Notes in the hands of such holder. As a result, there will be no federal income tax consequences to holders exchanging Notes for Exchange Notes pursuant to the Exchange Offer.

PLAN OF DISTRIBUTION

Each Participating 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 Participating Broker-Dealer in connection with resales of Exchange Notes received in exchange for Notes where such Notes were acquired as a result of market-making activities or other trading activities. The Company has agreed that, for a period of 180 days after the Expiration Date, it will make this Prospectus, as amended or supplemented, available to any Participating Broker-Dealer for use in connection with any such resale. In addition, until , 1997, all dealers effecting transactions in the Exchange Notes may be required to deliver a prospectus.

The Company will not receive any proceeds from any sales of the Exchange Notes by Participating Broker-Dealers. Exchange Notes received by Participating 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 Participating Broker-Dealer or the purchasers of any such Exchange Notes. Any Participating Broker-Dealer that resells the 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 commissions 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 Participating 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 Expiration Date the Company will promptly send additional copies of this Prospectus and any amendment or supplement to this Prospectus to any Participating Broker-Dealer that requests such documents in the Letter of Transmittal. The Company has agreed to pay all expenses incidental to the Exchange Offer (including the expenses of one counsel for the Holders of the Notes) other than commissions or concessions of any brokers or dealers and will indemnify the Holders of the Notes (including any broker-dealers) against certain liabilities, including liabilities under the Securities Act.

LEGAL MATTERS

Certain legal matters in connection with the issuance of the Securities hereby offered will be passed upon for the Company by Kirkland & Ellis, Washington, D.C.

EXPERTS

The audited financial statements of the Company as of December 31, 1996, and 1995 and for each of the years in the three-year period ended December 31, 1996, included in this Prospectus and the Registration Statement, have been audited by Arthur Andersen LLP, independent public accountants, as stated in their report thereon appearing elsewhere herein, and are included herein in reliance upon the authority of said firm as experts in giving said report.

The audited financial statements of the Jarad Broadcasting Company of Pennsylvania, Inc. as of December 31, 1996, and 1995 and for each of the years in the three-year period ended December 31, 1996, included in this Prospectus and the Registration Statement, have been audited by Arthur Andersen LLP, independent public accountants, as stated in their report with respect thereon appearing elsewhere herein, and are included herein in reliance upon the authority of said firm as experts in giving said report.

The balance sheet of WKYS-FM, Inc. as of December 31, 1994 and the statements of operations, changes in stockholders' deficit and cash flows for the years ended December 31, 1993 and 1994, included in this Prospectus and the Registration Statement, have been included herein in reliance on the report of Coopers and Lybrand LLP, independent accountants, given on the authority of that firm as experts in accounting and auditing.

MARKET AND INDUSTRY DATA

Audience shares and audience share ranks are as reported by the Arbitron Company ("Arbitron") in its Radio Market Report (the "Arbitron Market Report") for the period indicated. Audience share data is expressed as the "local" average quarter hour share for each indicated radio station, which is derived by comparing the radio station's average quarter hour share to the total average quarter hour share for all radio stations in a particular Metro Survey Area ("MSA") that are reported in the Arbitron Market Report. Average quarter hour share is a percentage of the estimated number of persons who listened to a given radio station for a minimum of five minutes within a quarter hour compared to the total number of persons who listened to radio within such quarter hour. Data relating to the number of hours African-Americans and non-African-Americans spend listening to the radio are derived from the Arbitron Market Report for the period indicated.

MSA population, African-American population as a percentage of overall population in a market and market ranking by MSA population are as reported by BIA Publications, Inc. ("BIA") in its Investing in Radio 1997 (First Edition) (the "BIA Market Report, 1997 (First Edition)"), or derived from data contained therein.

Unless otherwise indicated herein, data relating to radio advertising revenue by market, revenue shares and revenue ranks for radio stations in the Washington, D.C. and Baltimore markets are as reported by Hungerford, Aldrin, Nichols & Carter, P.C., CPAs and Consultants ("Hungerford") in their Radio Revenue Report (December 1996) (the "Hungerford Report (Dec. 1996)"). All revenue data included in the Hungerford Report (Dec. 1996) is based on gross revenues and limited to a compilation of data with respect to radio stations which report to Hungerford. Radio station WYCB-AM, which the Company intends to acquire pursuant to the DC Acquisition, does not report to Hungerford.

Unless otherwise indicated herein, radio advertising revenue by market, revenue shares and revenue ranks for the radio station in the Philadelphia market are as reported by Miller, Kaplan, Arase & Co., Certified Public Accountants ("Miller Kaplan") in their market revenue report for Philadelphia (the "Miller Kaplan Report (Dec. 1996)"). The Miller Kaplan Report (Dec. 1996) reports net revenues and excludes barter transactions from its reported figure.

Unless otherwise indicated herein, data regarding household income, population growth rates and population projections are based upon data compiled by the U.S. Department of Commerce, Bureau of the Census (the "Census Bureau"). The calculation of the percentage of the African-American population located in the top-30 African-American markets is based upon the total 1995 African-American population in such markets as compiled from the BIA Market Report, 1997 (First Edition) as a percentage of the total 1995 African-American population according to the Census Bureau.

The number of viable radio stations in Baltimore is as reported by Duncan's American Radio, Inc. ("Duncan") in its Duncan's Radio Market Guide (1996 Edition) ("Duncan's Radio Market Guide").

Each of Arbitron, BIA, Hungerford, Miller Kaplan, the Census Bureau and Duncan's compile their audience share, revenue share and other statistical data, as the case may be, under procedures and methodologies which have the limitations provided in their respective reports or guides. All such information provided herein is subject to those limitations.

INDEX TO FINANCIAL STATEMENTS

REPORT OF INDEPENDENT PUBLIC ACCOUNTANTS

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

We have audited the accompanying consolidated balance sheets of Radio One, Inc. (a Delaware corporation during 1996) and subsidiary as of December 31, 1995 (as restated-see Note 1) and 1996, and the related consolidated statements of operations, changes in stockholders' deficit and cash flows for each of the years in the three-year period ended December 31, 1996 (December 31, 1995, as restated). These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

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

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Radio One, Inc. and subsidiary as of December 31, 1995 and 1996 and the results of their operations and their cash flows for each of the years in the three-year period ended December 31, 1996, in conformity with generally accepted accounting principles.

ARTHUR ANDERSEN LLP

Baltimore, Maryland,
February 13, 1997

RADIO ONE, INC. AND SUBSIDIARY

CONSOLIDATED BALANCE SHEETS
AS OF DECEMBER 31, 1995 AND 1996 AND MARCH 30, 1997

	DECEMBER		MARCH
	1995	1996	1997
			(UNAUDITED)
ASSETS			
CURRENT ASSETS:			
Cash and cash equivalents	$ 2,702,868	$ 1,708,295	$ 3,293,452
Trade accounts receivable, net of allowance for doubtful accounts of $669,400, $765,200 and $865,500, respectively	5,763,686	6,419,468	5,469,041
Prepaid expenses and other	230,787	117,025	334,628
Total current assets	8,697,341	8,244,788	9,097,121
PROPERTY AND EQUIPMENT, net	3,627,431	3,007,004	2,957,143
INTANGIBLE ASSETS, net	43,454,898	39,358,127	38,401,108
OTHER ASSETS	113,902	1,166,861	1,026,054
Total assets	$ 55,893,572	$ 51,776,780	$ 51,481,426
LIABILITIES AND STOCKHOLDERS' DEFICIT			
CURRENT LIABILITIES:			
Accounts payable	$ 1,483,428	$ 388,581	$ 1,006,767
Accrued expenses	1,218,393	1,452,444	1,837,003
Current portion of long-term debt	2,103,264	5,633,286	5,633,286
Total current liabilities	4,805,085	7,474,311	8,477,056
LONG-TERM DEBT AND DEFERRED INTEREST, net of current portion	62,482,000	59,305,225	59,967,173
Total liabilities	67,287,085	66,779,536	68,444,229
COMMITMENTS AND CONTINGENCIES			
STOCKHOLDERS' DEFICIT:			
Preferred stock, $9,490 par value, 100 shares authorized, no shares issued and outstanding for 1996	-	-	-
Common stock-Class A, $.01 par value, 1,000 shares authorized, 138.45 shares issued, and outstanding	1	1	1
Common stock-Class B, $.01 par value, 1,000 shares authorized, no shares issued and outstanding	-	-	-
Additional paid-in capital	1,205,189	1,205,189	1,205,189
Accumulated deficit	(12,598,703)	(16,207,946)	(18,167,993)
Total stockholders' deficit	(11,393,513)	(15,002,756)	(16,962,803)
Total liabilities and stockholders' deficit	$ 55,893,572	$ 51,776,780	$ 51,481,426

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

RADIO ONE, INC. AND SUBSIDIARY

CONSOLIDATED STATEMENTS OF OPERATIONS FOR THE YEARS ENDED DECEMBER 25, 1994, DECEMBER 31, 1995 AND 1996, AND FOR THE THREE MONTHS ENDED MARCH 31, 1996 AND MARCH 30, 1997

	DECEMBER			MARCH	
	1994	1995	1996	1996	1997
				(UNAUDITED)	
REVENUES:					
Broadcast revenues, including barter revenues of $562,832, $920,914, $1,121,559, $251,392 and $242,637 respectively	$ 17,856,242	$ 24,625,834	$ 27,026,888	$ 5,274,761	$ 6,298,351
Less: Agency commission	2,314,825	3,171,059	3,325,063	604,802	765,804
Net broadcast revenues	15,541,417	21,454,775	23,701,825	4,669,959	5,532,547
OPERATING EXPENSES:					
Program and technical	2,773,187	3,642,081	4,157,554	851,069	1,196,211
Selling, general and administrative	5,733,169	8,093,217	9,770,127	2,423,451	2,778,027
Corporate expenses	1,128,484	1,995,252	1,792,665	345,957	695,113
Depreciation and amortization	2,026,945	3,911,788	4,261,690	1,183,260	1,079,278
Total operating expenses	11,661,785	17,642,338	19,982,036	4,803,737	5,748,629
Operating income (loss)	3,879,632	3,812,437	3,719,789	(133,778)	(216,082)
INTEREST EXPENSE, including amortization of deferred financing costs	2,664,873	5,289,054	7,252,377	1,791,834	1,765,328
OTHER (INCOME) EXPENSE, NET	(38,375)	(89,247)	76,655	-	(21,363)
Income (loss) before provision for income taxes and extraordinary item	1,253,134	(1,387,370)	(3,609,243)	(1,925,612)	(1,960,047)
PROVISION FOR INCOME TAXES	30,500	-	-	-	-
Income (loss) before extraordinary item	1,222,634	(1,387,370)	(3,609,243)	(1,925,612)	(1,960,047)
EXTRAORDINARY ITEM:					
Loss on early retirement of debt	-	468,233	-	-	-
Net income (loss)	$ 1,222,634	$ (1,855,603)	$ (3,609,243)	$ (1,925,612)	$ (1,960,047)

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

RADIO ONE, INC. AND SUBSIDIARY

CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' DEFICIT
FOR THE YEARS ENDED DECEMBER 25, 1994, DECEMBER 31, 1995 AND
1996, AND FOR THE THREE MONTHS ENDED MARCH 30, 1997

	PREFERRED STOCK	COMMON STOCK CLASS A	COMMON STOCK CLASS B	ADDITIONAL PAID-IN CAPITAL	ACCUMULATED DEFICIT	TREASURY STOCK	TOTAL STOCKHOLDERS' DEFICIT
BALANCE, as of December 26, 1993	$ 1,100	$ 940	$-	$ -	$ (5,234,938)	$ (264,850)	$ (5,497,748)
Net income	-	-	-	-	1,222,634	-	1,222,634
Purchase of stock warrants	-	-	-	-	(91,789)	-	(91,789)
BALANCE, as of December 25, 1994	1,100	940	-	-	(4,104,093)	(264,850)	(4,366,903)
Net loss	-	-	-	-	(1,855,603)	-	(1,855,603)
Purchase of stock warrants	-	-	-	-	(6,639,007)	-	(6,639,007)
Issuance of stock options	-	-	-	778,000	-	-	778,000
Allocation of detachable stock warrants	-	-	-	690,000	-	-	690,000
Cancellation and issuance of stock	(1,100)	(939)	-	(262,811)	-	264,850	-
BALANCE, as of December 31, 1995	-	1	-	1,205,189	(12,598,703)	-	(11,393,513)
Net loss	-	-	-	-	(3,609,243)	-	(3,609,243)
BALANCE, as of December 31, 1996	-	1	-	$1,205,189	(16,207,946)	-	(15,002,756)
Net Loss	-	-	-	-	(1,960,047)	-	(1,960,047)
BALANCE, as of March 30, 1997 (unaudited)	$ -	$ 1	$-	$1,205,189	$ (18,167,993)	$ -	$ (16,962,803)

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

RADIO ONE, INC. AND SUBSIDIARY

CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 25, 1994, DECEMBER 31, 1995 AND 1996, AND
FOR THE THREE MONTHS ENDED MARCH 31, 1996 AND MARCH 30, 1997

	DECEMBER			MARCH	
	1994	1995	1996	1996	1997
				(UNAUDITED)	
CASH FLOWS FROM OPERATING ACTIVITIES:					
Net income (loss)	$ 1,222,634	$ (1,855,603)	$ (3,609,243)	$ (1,925,612)	$ (1,960,047)
Adjustments to reconcile net income (loss) to net cash from operating activities:					
Depreciation and amortization	2,026,945	3,911,788	4,261,690	1,183,260	1,079,278
Amortization of debt financing costs and unamortized discount	-	207,885	366,189	52,339	65,592
Issuance of stock options	-	778,000	-		-
Loss on disposals	-	-	152,468		-
Deferred interest	-	235,264	2,639,389	656,709	643,191
Effect of change in operating assets and liabilities-					
(Increase) decrease in trade accounts receivable	(398,441)	(2,064,861)	(655,782)	1,455,121	950,427
Increase (decrease) in prepaid expenses and other	(55,334)	(84,654)	113,762	7,920	(217,603)
Decrease (increase) in other assets	36,739	(23,880)	(71,026)	113,902	28
Increase (decrease) in accounts payable	376,623	604,303	(817,671)	272,692	758,965
Increase in accrued expenses	58,635	213,706	234,051	(206,305)	384,559
Decrease in prepaid loan financing fees	35,160	-	-	-	-
Net cash flows from operating activities	3,302,961	1,921,948	2,613,827	1,610,026	1,704,390
CASH FLOWS FROM INVESTING ACTIVITIES:					
Purchase of property and equipment	(636,444)	(224,883)	(251,469)	(58,669)	(119,233)
Proceeds from disposal of property and equipment	32,104	61,615	-	-	-
Deposits and payments for station purchases	(639,881)	(33,769,789)	(1,000,000)	-	-
Net cash flows from investing activities	(1,244,221)	(33,933,057)	(1,251,469)	(58,669)	(119,233)
CASH FLOWS FROM FINANCING ACTIVITIES:					
Repayment of debt	(1,659,817)	(23,049,114)	(2,407,933)	-	-
Proceeds from new debt	-	65,000,000	51,002	-	-
Deferred debt financing cost	-	(2,014,624)	-	-	-
Purchase of stock and stock warrants	(91,789)	(6,639,007)	-	-	-
Net cash flows from financing activities	(1,751,606)	33,297,255	(2,356,931)	-	-
INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	307,134	1,286,146	(994,573)	1,551,357	1,585,157
CASH AND CASH EQUIVALENTS, beginning of year	1,109,588	1,416,722	2,702,868	2,702,868	1,708,295
CASH AND CASH EQUIVALENTS, end of year	$ 1,416,722	$ 2,702,868	$ 1,708,295	$ 4,254,225	$ 3,293,452
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:					
Cash paid for-					
Interest	$ 2,356,069	$ 5,103,337	$ 4,815,486	$ 1,142,197	$ 694,769
Income taxes	$ 15,600	$ 34,800	$ 50,000	$ -	$ -

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

RADIO ONE, INC. AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

Organization and Business

Radio One, Inc. (a Delaware Corporation) and its subsidiary, Radio One License LLC (a Delaware limited liability Company) (collectively referred to as the Company) were organized to acquire, operate and maintain radio broadcasting stations. The Company owns and operates three radio stations in Washington, D.C.; WOL-AM, WMMJ-FM and WKYS-FM and four radio stations in Maryland; WWIN-AM, WWIN-FM, WOLB-AM and WERQ-FM. The four Maryland radio stations were formerly owned by Radio One of Maryland, Inc., a former wholly owned subsidiary of Radio One, Inc. Effective January 1, 1996, in connection with Radio One, Inc. converting to an S corporation, Radio One of Maryland, Inc. was dissolved and its operations were merged into Radio One, Inc. In May 1996, Radio One, Inc. formed Radio One License LLC, to hold the stations' FCC licenses. Prior to the reorganization, Radio One, Inc. was a District of Columbia Corporation. In connection with the Company's reorganization, all of the then existing preferred and common stock was canceled, and newly authorized shares were issued.

An evaluation of the Company's operations should include consideration of the "Risk Factors" described in the Registration Statement related to the Company's contemplated debt offering, including the Company's highly leveraged financial position, which will require substantial semi-annual interest payments and may impair the Company's ability to obtain additional working capital financing.

Interim Financial Statements

The consolidated financial statements for the three months ended March 31, 1996 and March 30, 1997 are unaudited but in the opinion of management, such financial statements have been presented on the same basis as the audited consolidated financial statements for the year ended December 31, 1996 and include all adjustments, consisting only of normal recurring adjustments necessary for a fair presentation of the financial position and results of operations, and cash flows for these periods.

Basis of Presentation

The accompanying consolidated financial statements include the accounts of Radio One, Inc. and its wholly owned subsidiary, Radio One License LLC. All significant intercompany accounts and transactions have been eliminated in consolidation. The accompanying consolidated financial statements are presented on the accrual basis of accounting in accordance with generally accepted accounting principles. The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. While actual results could differ from those estimates, management believes that actual results will not be materially different from amounts provided in the accompanying consolidated financial statements.

Reporting Periods

Prior to the year ended December 31, 1996, the Company's financial reporting period was based on a fifty-two/fifty-three week period ending on the last Sunday of the calendar year. During 1996, the Company elected to end its year on December 31 of each year the effect of which was not material. For 1996, this included a 52 week financial reporting period.

Acquisition of WKYS-FM

On June 6, 1995, the Company purchased WKYS-FM for approximately $34,410,000. The Company accounted for the acquisition by allocating the purchase price paid to the assets acquired based upon the appraised value of the assets. The excess purchase price over the appraised value of assets acquired of approximately $3,846,000 was allocated to goodwill. The financial activities of WKYS-FM for the periods prior to June 6, 1995, are not included in the accompanying consolidated statements of operations.

The unaudited pro forma summary consolidated results of operations for the years ended December 25, 1994, and December 31, 1995, assuming the acquisition of WKYS-FM had occurred in the beginning of each of those fiscal years, is as follows:

	1994	1995
Net broadcast revenues	$ 23,089,000	$ 23,926,000
Operating expenses, excluding depreciation and amortization	14,647,000	15,524,000
Depreciation and amortization	4,418,000	5,107,000
Interest expense	5,535,000	6,724,000
Other (income) expense, net	(38,000)	(89,000)
Provision for income taxes	30,000	-
Extraordinary loss	-	468,000
Net (loss) income	$ (1,503,000)	$ (3,808,000)

Cash and Cash Equivalents

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

Property and Equipment

Property and equipment are recorded at original cost and are being depreciated on a straight-line basis over various periods. The components of the Company's property and equipment as of December 31, 1995 and 1996, and March 30, 1997 are as follows:

	1995	1996	1997	PERIOD OF DEPRECIATION
PROPERTY AND EQUIPMENT:				
Land	$ 117,105	$ 117,105	$ 117,105	-
Building and improvements	147,677	147,677	147,677	31 years
Transmitter towers	2,100,425	2,141,462	2,141,462	7 or 15 years
Equipment	2,454,632	2,615,179	2,649,789	5 to 7 years
Leasehold improvements	815,765	626,408	711,031	Life of Lease
	5,635,604	5,647,831	5,767,064	
Less-Accumulated depreciation	(2,008,173)	(2,640,827)	(2,809,921)	
Property and equipment, net	$ 3,627,431	$ 3,007,004	$ 2,957,143	

Depreciation expense for the fiscal years ended December 25, 1994, December 31, 1995 and 1996, and for the three months ended March 31, 1996 and March 30, 1997 were $538,135, $741,528, $705,784, $160,380 and $169,094, respectively.

Revenue Recognition

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

Barter Arrangements

Certain program contracts provide for the exchange of advertising air time in lieu of cash payments for the rights to such programming. These contracts are recorded as the programs are aired at the estimated fair value of the advertising air time given in exchange for the program rights.

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

Financial Instruments

Financial instruments as of December 31, 1995, and 1996, and March 30, 1997 consist of cash and cash equivalents, trade accounts receivables, accounts payable, accrued expenses and long-term debt, as to all of which the carrying amounts approximate fair value.

Stock Warrants

During 1995, the Company purchased outstanding stock warrants for $6,639,007. The cost of these warrants purchased increased the accumulated deficit. Also during 1995, the Company issued detachable stock warrants that had an allocated value of $690,000 with certain subordinated notes (see Note 3).

New Accounting Standards

In March 1995, the Financial Accounting Standards Board issued SFAS No. 121, "Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to be Disposed Of." SFAS No. 121 requires that long-lived assets and certain identifiable intangibles to be held and used by an entity be reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. SFAS No. 121 is effective for financial statements for fiscal years beginning after December 15, 1995. The adoption of SFAS No. 121 on January 1, 1996, had no impact on the Company's financial position or results of operations.

In October 1995, the Financial Accounting Standards Board issued SFAS No. 123, "Accounting for Stock Based Compensation." With respect to stock options granted to employees, SFAS No. 123 permits companies to continue using the accounting method promulgated by the Accounting Principles Board Opinion No. 25 ("APB No. 25"), "Accounting for Stock Issued to Employees", to measure compensation expense or to adopt the fair value based method prescribed by SFAS No. 123. If APB No. 25's method is continued, pro forma disclosures are required as if SFAS No. 123 accounting provisions were followed.

Management elected to continue to measure compensation expense under APB No. 25. The adoption of SFAS No. 123 did not require pro forma disclosures as all stock options granted in 1995 were granted at a significant discount below market value and, thus, the Company recorded compensation expense of $778,000 in accordance with ABP No.25. Compensation expense was equal to the difference between the fair value of stock that could be purchased with the options as of the grant date and the exercise price of the options. Additional paid-in capital was increased by the compensation expense recognized. There were no stock options granted to employees during 1996 or for the three months ended March 30, 1997.

Reclassifications and 1995 Restatement

Certain reclassifications have been made to the 1994 and 1995 consolidated financial statements in order to conform with the 1996 presentation.

The 1995 consolidated financial statements have been restated to give effect to the recognized compensation expense for stock options vested and to adjust the value allocated to detachable stock warrants issued during 1995 with certain subordinated notes, as discussed above.

2. INTANGIBLE ASSETS:

Intangible assets are being amortized on a straight-line basis over various periods. The intangible asset balances and periods of amortization as of December 31, 1995, and 1996 and March 30, 1997 are as follows:

	1995	1996	1997	PERIOD OF AMORTIZATION
FCC broadcast license	$ 40,206,783	$ 40,206,783	$ 40,206,783	7-15 Years
Goodwill	7,812,373	7,553,267	7,553,267	15 Years
Debt financing	2,014,624	2,014,624	2,014,624	Life of Debt
Favorable transmitter site and other intangibles	1,922,378	1,922,378	1,922,378	6-17 Years
Noncompete agreement	900,000	900,000	900,000	3 Years
Total	52,856,158	52,597,052	52,597,052	
Less: Accumulated amortization	(9,401,260)	(13,238,925)	(14,195,944)	
Net intangible assets	$ 43,454,898	$ 39,358,127	$ 38,401,108	

Amortization expense for the fiscal years ended December 25, 1994, December 31, 1995 and 1996, and for the three months ended March 31, 1996 and March 30, 1997 was $1,488,810, $3,170,260, $3,555,906, $1,022,880 and $910,184, respectively. The amortization of the deferred financing cost was charged to interest expense.

3. LONG-TERM DEBT:

As of December 31, 1995, and 1996, and March 30, 1997, the Company is obligated under a credit agreement and subordinated notes, as follows:

	1995	1996	1997
NationsBank Credit Agreement	$ 48,000,000	$ 45,596,736	$ 45,596,736
Subordinated Notes (net of $650,000, $579,211 and $560,454 of unamortized discount allocated to detachable stock warrants, respectively)	16,350,000	16,420,789	16,439,546
Deferred interest on subordinated notes	235,264	2,874,653	3,517,844
Notes payable	-	46,333	46,333
Total	64,585,264	64,938,511	65,600,459
Less: Current portion	(2,103,264)	(5,633,286)	(5,633,286)
Total	$ 62,482,000	$ 59,305,225	$ 59,967,173

NationsBank Credit Agreement

The purchase of WKYS in June 1995 was financed through a revolving credit agreement (the NationsBank Credit Agreement) with NationsBank of Texas, N.A. and the other lenders who are parties thereto of $53,000,000, which matures on March 31, 2002. The terms require scheduled quarterly step-downs in the amount of the revolving credit commitment and annual principal payments based on a percentage of excess cash flow, as outlined in the NationsBank Credit Agreement, and monthly interest payments. The NationsBank Credit Agreement bears interest at the LIBOR 30-day rate, plus an applicable margin. The margin fluctuates based on the Company's ratio of senior debt to operating cash flow, as specified in the credit agreement. The credit agreement is secured by all property of the Company and interest and proceeds of real estate and Key Man life insurance policies. The proceeds from the NationsBank Credit Agreement were also used to refund certain existing debt.

The Company entered into two interest rate swap agreements as a hedge against interest rate risk. These agreements fix the LIBOR rate on the credit agreement at 5.95% for $24,000,000 and 5.75% for $19,000,000 of the outstanding line of credit.

The NationsBank Credit Agreement has certain restrictive covenants of which several were violated during 1996 and 1995. The Company violated the leverage and debt service ratios, among other restrictions. The Company received waivers for not meeting the above terms.

Subordinated Notes

The subordinated notes bear interest at 15%. Outstanding principal and interest is due on the maturity date, December 31, 2003. The Company made an interest payment during fiscal year 1995 of 13% on the outstanding principal balance on all subordinated notes, as permitted by the NationsBank Credit Agreement. All unpaid interest is deferred and compounds annually. These notes are subordinate to the NationsBank credit agreement.

The subordinated notes have restrictive covenants of which certain covenants were violated during 1996 and for which the Company received waivers.

These subordinated notes include detachable stock warrants to purchase common stock at $100 per share.

The following is a schedule of the subordinated notes, the number of common shares issuable with the stock warrants and the principal amount due as of March 30, 1997:

LENDER	NUMBER OF COMMON SHARES ISSUABLE	PRINCIPAL AMOUNT DUE
Alta Subordinated Debt Partners III, L.P.	29.52	$ 5,859,118
BancBoston Investments, Inc.	20.15	4,000,000
Grant Wilson	1.26	250,000
Fulcrum Venture Capital Corporation	15.61	783,773
Opportunity Capital Corporation	6.20	395,724
Syncom Capital Corporation	36.12	1,104,231
Greater Philadelphia Venture Capital Corporation, Inc.	.97	191,650
Capital Dimensions	15.24	3,026,076
TSG Ventures, Inc.	3.27	648,177
Alliance Enterprise Corporation	18.70	741,251
	147.04	17,000,000
Less: Unamortized discount allocated to detachable stock warrants		(560,454)
		16,439,546
Plus: Deferred interest		3,517,844
		$ 19,957,390

During 1995, the Company retired certain subordinated debt with outstanding detachable warrants. The Company purchased the outstanding detachable warrants, which allowed the subordinated debt holders to acquire 52.46% of the outstanding common stock, for $6,639,007. The Company issued new debt with detachable warrants that allow these same subordinated debt holders to acquire 33.66% of outstanding common stock. The acquisition of the warrants was accounted for by charging the $6,639,007 to accumulated deficit, and valued the new detachable warrants at the same value per share as the old warrants acquired. As part of the subordinated debt acquired in 1995, $10,109,118 was acquired from new lenders which received detachable warrants to acquire 17.84% of the outstanding common stock of

the Company. The Company allocated the proceeds between debt and additional paid-in capital, based on the pro-rata value of the debt and detachable warrants issued. As such, $9,419,118 was assigned to debt and $690,000 was assigned to the value of the warrants. The value assigned to the warrants was recorded as an increase in additional paid-in capital. The value assigned to debt was discounted and will be amortized over the life of the related debt using the effective interest method.

Notes Payable

During 1996, the Company entered into two notes totaling $51,002 with NationsBank to purchase vehicles. These notes bear interest at 8.74% and 8.49%, require monthly principal and interest payments of $789 and $471 and mature on April 30, 2000, and December 2, 2000.

Refinancing of Debt

During 1995, the Company retired $22,987,807 of outstanding debt with the remaining proceeds from the NationsBank credit agreement and the proceeds from the $17,000,000 in subordinated debt issued in 1995. Associated with the retirement of the debt, the Company incurred certain early repayment penalties and legal fees, and had to write-off certain deferred financing costs associated with the debt retired. These costs amounted to $468,233 and were recorded as an extraordinary item in the accompanying statements of operations.

4. COMMITMENTS AND CONTINGENCIES:

Leases

The Company entered into an operating lease for Baltimore office space with a partnership in which two of the partners are stockholders of the Company (see Note 7). The lease expires October 2003.

The Company leases Washington, D.C. office space, under an operating lease which expires in December 2000. Subsequent to year-end, the Company plans to exit this lease without penalty and enter into a new lease for space to expire in December 2011.

The Company leases, under operating lease agreements, a broadcast tower and transmitter facilities in Maryland and Washington, D.C. The lease for the Maryland facility expires in November 1999, with an option to renew for an additional five-year period. The lease for the Washington, D.C., broadcast tower and transmitter facilities expires in November 2001. In addition, the Company leases equipment under various leases, which expire over the next five years.

The following is a schedule of the future minimum rental payments required under the operating leases, including the lease entered into subsequent to year-end, that have an initial or remaining noncancelable lease term in excess of one year as of March 30, 1997.

FOR THE YEAR ENDING DECEMBER 31,	TOTAL
1997 (remaining)	$ 444,971
1998	521,491
1999	525,468
2000	549,718
2001	529,338
Thereafter	3,485,826
Total	$6,056,812

Total rent expense for the years ended December 25, 1994, December 31, 1995 and 1996, and for the three months ended March 31, 1996 and March 30, 1997, was $326,607, $570,214, $777,075, $191,203 and $229,608, respectively.

FCC Broadcast Licenses

Each of the Company's radio stations operates pursuant to one or more licenses issued by the Federal Communications Commission (FCC) that have a maximum term of eight years prior to renewal. The Company's radio operating licenses expire at various times from August 1, 1998 to October 1, 2003, except that the license for WOL-AM expired on October 1, 1995. The Company's timely filing of a license renewal application has automatically extended the license term of WOL-AM until the FCC takes action on the Company's renewal application. Although the Company may apply to renew its FCC licenses, third parties may challenge the Company's renewal applications. Except for a complaint filed against WOL-AM, the Company is not aware of any facts or circumstances that would prevent the Company from having its current licenses renewed. Furthermore, the Company believes that the complaint filed against WOL-AM will be resolved satisfactorily and the license of that radio station renewed. However, there can be no assurance that the licenses will be renewed.

Litigation

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

5. STOCK OPTION PLAN:

The Company has an Incentive Stock Option Plan (the Plan) which provides for the issuance of qualified and nonqualified stock options to all full-time key employees. The Plan allows the issuance of up to 25% of the authorized common stock provided certain performance benchmarks are achieved by the Company.

Exercise prices range from $1.00 for all nonqualified options to 100% of the fair market value of the common stock for all qualified options. During 1995, options were granted to aquire 63.16 shares of common stock at $1 per share. Of the options granted in 1995, options to acquire 57.45 shares vested and were exercised during 1995. As the options were granted significantly below their market value, the Company recognized compensation expense of $778,000 related to the vested portion of this grant. As of December 31, 1995 and 1996 and March 30, 1997 there were options outstanding to acquire 5.71 shares of common stock at an exercise price of $1 per share, none of which were vested.

6. INCOME TAXES:

Effective January 1, 1996, the Company converted from a C Corporation to an S Corporation under Subchapter S of the Internal Revenue Code. As an S Corporation, the stockholders separately account for their pro-rata share of the Company's income, deductions, losses and credits.

Prior to January 1, 1996, the Company accounted for income taxes in accordance with Statement of Financial Accounting Standards No. 109, "Accounting for Income Taxes" ("SFAS 109"). Under SFAS 109, deferred income taxes reflect the impact of temporary differences between the assets and liabilities recognized for financial reporting purposes and amounts recognized for tax purposes. Deferred taxes are based on tax laws as currently enacted.

As a result of the Company's January 1, 1996, Subchapter S election, the accompanying statement of operations for the year ended December 31, 1996, and for the three months ended March 30, 1997, do not include an income tax provision (benefit) for federal and state income taxes.

A reconciliation of the statutory federal income taxes to the recorded income tax provision for the years ended December 25, 1994, and December 31, 1995 and 1996, is as follows:

	1994	1995	1996
Statutory tax (@ 34% rate)	$ 426,000	$ (630,000)	$ (1,227,000)
Effect of state income taxes, net of federal	85,000	(111,000)	(217,000)
Effect of stock option compensation expense	-	275,000	-
Effect of S corporation loss to its stockholders	-	-	1,444,000
Change in valuation reserve	(480,500)	466,000	-
Provision for income taxes	$ 30,500	$ -	$ -

The components of the provision for income taxes for the years ended December 25, 1994 and December 31, 1995, are as follows:

	1994	1995
Current, includes state provision of $92,000 in 1994	$ 517,500	$ -
Deferred, includes state provision of $1,200 and $88,000, respectively	(6,500)	(466,000)
Change in valuation reserve	(480,500)	466,000
Provision for income taxes	$ 30,500	$ -

Deferred income taxes reflect the net tax effect of temporary differences between the financial statement and tax basis of assets and liabilities. The significant components of the Company's deferred tax assets and liabilities as of December 31, 1995, are as follows:

	1995
Deferred tax assets-	
FCC and other intangibles amortization	$ 748,000
Reserve for bad debts	261,000
Goodwill	246,000
NOL carryforward	20,000
Other	16,000
Total deferred tax assets	1,291,000
Deferred tax liabilities-	
Depreciation	(214,000)
Other	(10,000)
Total deferred tax liabilities	(224,000)
Net deferred tax asset	1,067,000
Less: Valuation reserve	(1,067,000)
Deferred taxes included in the accompanying consolidated balance sheets	$ -

A 100% valuation reserve has been applied against the net deferred tax asset as its realization was not more likely than not to be realized.

Prior to the Company's conversion from a C Corporation as of December 31, 1995, there was approximately $60,000 of available net operating loss carryforwards.

7. RELATED PARTY TRANSACTIONS:

In September 1990, the Company purchased a building in the name of the majority stockholder for $72,500. All rental income generated from the office building was received and used by the Company. The building was sold during fiscal year 1995. This transaction resulted in no gain or loss to the Company. In addition, the Company leases office space for $8,000 per month from a partnership in which two of the partners are stockholders of the Company (see Note 4). Total rent paid to the stockholders for fiscal year 1994, 1995 and 1996, and for the three months ended March 31, 1996 and March 30, 1997 was $134,091, $133,596, $96,000, $24,000 and $24,000, respectively. The Company also has a receivable as of December 31, 1995 and 1996, and March 30, 1997 of $47,043, $78,122 and $60,407, respectively, due from Radio One of Atlanta, Inc. (ROA), of which an executive officer and stockholder of the Company holds voting control of the capital stock in ROA. The Company also charges ROA a management fee of approximately $100,000 per year.

8. PROFIT SHARING:

The Company has a 401K profit sharing plan for its employees. The Company can contribute to the plan at the discretion of its Board of Directors. The Company made no contribution to the plan during fiscal year 1994, 1995, 1996 or for the three months ended March 30, 1997.

9. SUBSEQUENT EVENTS:

In December 1996, the Company signed an agreement to purchase certain assets of Jarad Broadcasting Company of Pennsylvania, Inc., owner of radio station WDRE-FM, located in Jenkintown, Pennsylvania, for $16,000,000. The purchase agreement also includes two-year noncompete agreements totaling $4,000,000. The Company expects to finalize the purchase in May 1997. The Company has made a $1,000,000 non-refundable deposit in an escrow account to be applied to the purchase price of WDRE-FM. This deposit is included in other assets in the accompanying consolidated balance sheet as of December 31, 1996.

On February 8, 1997, the Company entered into a Local Marketing Agreement (LMA) with Jarad Broadcasting Company of Pennsylvania, Inc. Under the LMA, the Company is allowed to program WPHI-FM 24 hours a day, seven days a week, and continue in effect until the consummation of the acquisition discussed above. For the three months ended March 30, 1997, revenue and expenses recorded by the Company relating to the LMA activity were $107,000 and $240,000, respectively.

Subsequent to year end, the Company was negotiating an agreement to purchase all of the outstanding capital stock of Broadcast Holdings, Inc. owner of radio station WYCB-AM, located in Washington, D.C., for approximately $4,000,000.

The Company intends to issue bonds in May 1997 to raise approximately $75,000,000 in gross proceeds. A portion of the proceeds will be used to acquire radio stations WPHI-FM and WYCB-AM. The Company also intends to use the proceeds to repay all indebtedness under the NationsBank Credit Agreement. Concurrent with the bond offering, the Company intends to convert its subordinated notes into senior cumulative exchangeable redeemable preferred stock.

In connection with the contemplated debt offering, the Company plans to either terminate the NationsBank Credit Agreement with its repayment and enter into a new credit facility with NationsBank or amend and restate the terms of the NationsBank Credit Agreement pursuant to the terms of a new commitment for a revolving credit facility with a maximum borrowing capacity of $7,500,000.

REPORT OF INDEPENDENT PUBLIC ACCOUNTANTS

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

We have audited the accompanying balance sheets of Jarad Broadcasting Company of Pennsylvania, Inc. (a Pennsylvania Corporation) as of December 31, 1995 and 1996, and the related statements of operations, changes in stockholders' equity (deficit) and cash flows for each of the years in the three-year period ended December 31, 1996. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

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

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Jarad Broadcasting Company of Pennsylvania, Inc. as of December 31, 1995 and 1996 and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 1996, in conformity with generally accepted accounting principles.

ARTHUR ANDERSEN LLP

Baltimore, Maryland,
February 24, 1997

JARAD BROADCASTING COMPANY OF PENNSYLVANIA, INC.

BALANCE SHEETS
AS OF DECEMBER 31, 1995 AND 1996 AND MARCH 31, 1997

	DECEMBER		MARCH
	1995	1996	1997
			(UNAUDITED)
ASSETS			
CURRENT ASSETS:			
Cash	$ 47,927	$ 64,842	$ -
Trade accounts receivable, net of allowance for doubtful accounts of $50,442, $48,849 and $20,913, respectively	580,611	533,946	195,434
Prepaid expenses and other	39,067	18,666	219,522
Total current assets	667,605	617,454	414,956
PROPERTY AND EQUIPMENT:			
Equipment	107,678	116,811	118,526
Office furniture and equipment	77,746	111,562	122,380
	185,424	228,373	240,906
Less: Accumulated depreciation	(67,384)	(103,893)	(113,452)
Property and equipment, net	118,040	124,480	127,454
INTANGIBLE ASSETS, net	2,422,607	2,188,871	2,130,173
Total assets	$3,208,252	$ 2,930,805	$2,672,583
LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)			
CURRENT LIABILITIES:			
Bank overdraft	$ -	$ -	$ 29,452
Accounts payable	59,711	142,206	71,078
Accrued expenses	261,600	311,623	286,954
Current portion of due to affiliate	308,640	2,552,320	2,434,169
Total current liabilities	629,951	3,006,149	2,821,653
DUE TO AFFILIATE	2,561,837	-	-
Total liabilities	3,191,788	3,006,149	2,821,653
COMMITMENTS AND CONTINGENCIES			
STOCKHOLDERS' equity (deficit):			
Common stock, $1.00 par value, 1,000 shares authorized, 100 shares issued and outstanding	100	100	100
Retained earnings (accumulated deficit)	16,364	(75,444)	(149,170)
Total stockholders' equity (deficit)	16,464	(75,344)	(149,070)
Total liabilities and stockholders' equity	$3,208,252	$ 2,930,805	$2,672,583

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

JARAD BROADCASTING COMPANY OF PENNSYLVANIA, INC.

STATEMENTS OF OPERATIONS
FOR THE YEARS ENDED DECEMBER 31, 1994, 1995 AND 1996
AND FOR THE THREE MONTHS ENDED MARCH 31, 1996 AND 1997

	DECEMBER 31,			MARCH 31,	
	1994	1995	1996	1996	1997
				(UNAUDITED)	
REVENUES:					
Broadcast revenues, including barter revenues of $334,365, $456,523, $374,291, $106,839 and $171,319, respectively	$4,528,743	$4,405,282	$ 3,131,865	$ 489,930	$ 441,637
Less: Agency commissions	480,893	531,714	276,294	31,095	23,630
Net broadcast revenues	4,047,850	3,873,568	2,855,571	458,835	418,007
OPERATING EXPENSES:					
Programming and production	278,306	219,142	229,785	69,073	4,889
Selling, general and administrative	1,851,702	1,835,340	2,193,269	470,629	382,127
Parent Company allocations	768,121	926,091	13,500	3,375	-
Depreciation and amortization	310,464	264,010	270,245	66,439	68,257
Total operating expenses	3,208,593	3,244,583	2,706,799	609,516	455,273
Operating income (loss)	839,257	628,985	148,772	(150,681)	(37,266)
AFFILIATED INTEREST EXPENSE, including amortization of deferred financing costs	360,677	422,228	339,176	95,022	85,460
Income (loss) before allocation for income taxes and extraordinary item	478,580	206,757	(190,404)	(245,703)	(122,726)
ALLOCATION FOR INCOME TAXES	214,829	108,728	(98,596)	(123,400)	(49,000)
Income (loss) before extraordinary item	263,751	98,029	(91,808)	(122,303)	(73,726)
EXTRAORDINARY ITEM:					
Loss on early retirement of debt	57,163	-	-	-	-
Net income (loss)	$ 206,588	$ 98,029	$ (91,808)	$ (122,303)	$ (73,726)

The accompanying notes are an integral part of these statements.

JARAD BROADCASTING COMPANY OF PENNSYLVANIA, INC.

STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY (DEFICIT)
FOR THE YEARS ENDED DECEMBER 31, 1994, 1995 AND 1996
AND FOR THE THREE MONTHS ENDED MARCH 31, 1997

	COMMON STOCK	RETAINED EARNINGS/ (ACCUMULATED DEFICIT)	TOTAL STOCKHOLDERS' EQUITY (DEFICIT)
BALANCE, December 31, 1993	$100	$ (288,253)	$ (288,153)
Net income	-	206,588	206,588
BALANCE, December 31, 1994	100	(81,665)	(81,565)
Net income	-	98,029	98,029
BALANCE, December 31, 1995	100	16,364	16,464
Net loss	-	(91,808)	(91,808)
BALANCE, December 31, 1996	100	(75,444)	(75,344)
Net loss	-	(73,726)	(73,726)
BALANCE, March 31, 1997 (unaudited)	$100	$ (149,170)	$ (149,070)

The accompanying notes are an integral part of these statements.

JARAD BROADCASTING COMPANY OF PENNSYLVANIA, INC.

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 1994, 1995 AND 1996
AND FOR THE THREE MONTHS ENDED MARCH 31, 1996 AND 1997

	DECEMBER 31,			MARCH 31,	
	1994	1995	1996	1996	1997
				(UNAUDITED)	
CASH FLOWS FROM OPERATING ACTIVITIES:					
Net income (loss)	$ 206,588	$ 98,029	$ (91,808)	$ (122,303)	$ (73,726)
Adjustments to reconcile net income (loss) to net cash from operating activities:					
Depreciation and amortization	310,464	264,010	270,245	66,439	68,257
Effect of change in operating assets and liabilities-					
(Increase) decrease in trade accounts receivable	(309,120)	198,481	25,898	257,501	338,512
Decrease (increase) in prepaid expenses and other	25,613	(32,935)	20,401	11,951	(200,856)
(Decrease) increase in accounts payable	(94,909)	(34,250)	82,495	29,178	(71,128)
Increase (decrease) in accrued expenses	25,336	(47,522)	50,023	(5,283)	(24,669)
Net increase (decrease) in due to affiliate, for operating activities	297,098	(150,759)	1,135	(123,400)	124,289
Net cash flows from operating activities	461,070	295,054	358,389	114,083	160,679
CASH FLOWS FROM INVESTING ACTIVITIES:					
Purchase of property and equipment	(42,596)	(42,799)	(32,834)	(19,475)	(12,533)
CASH FLOWS FROM FINANCING ACTIVITIES:					
Payment of affiliate outstanding indebtedness	(369,728)	(279,840)	(308,640)	(104,245)	(242,440)
NET INCREASE (DECREASE) IN CASH	48,746	(27,585)	16,915	(9,637)	(94,294)
CASH, beginning of year	28,766	75,512	47,927	47,927	64,842
CASH, end of year	$ 77,512	$ 47,927	$ 64,842	$ 38,290	$ (29,452)
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:					
Cash paid for-					
Interest paid (including affiliate)	$ 360,677	$ 422,228	$ 339,176	$ 95,022	$ 85,460
Income taxes	$ 18,061	$ 112,540	$ 18,000	$ -	$ -

The accompanying notes are an integral part of these statements.

JARAD BROADCASTING COMPANY OF PENNSYLVANIA, INC.
NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 1994, 1995 AND 1996

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

Organization and Business

Jarad Broadcasting Company of Pennsylvania, Inc. (the Company) was acquired in March 1993 by the Morey Organization (a New York corporation). The Company operates one radio station in Jenkintown, Pennsylvania-WDRE-FM.

Interim Financial Statements

The consolidated financial statements for the three months ended March 31, 1996 and March 30, 1997 are unaudited but in the opinion of management, such financial statements have been presented on the same basis as the audited consolidated financial statements for the year ended December 31, 1996 and include all adjustments, consisting only of normal recurring adjustments necessary for a fair presentation of the financial position and results of operations, and cash flows for these periods.

Basis of Presentation

The accompanying financial statements are presented on the accrual basis of accounting in accordance with generally accepted accounting principles. The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. While actual results could differ from those estimates, management believes that actual results will not be materially different from amounts provided in the accompanying financial statements.

Sale of Station

In December 1996, the Company entered into a sale agreement with Radio One, Inc. to sell all tangible and intangible assets for approximately $16,000,000, subject to certain closing adjustments. The purchase agreement also includes two-year noncompete agreements totaling $4,000,000. The sale is expected to be finalized in April 1997, concurrently with the closing of a debt offering by Radio One, Inc.

The Company has experienced a significant decline in its revenues, and subsequent to year-end, in connection with the sale to Radio One, Inc., the Company changed its programming format. In 1996, the Company incurred a loss of approximately $92,000 and has an accumulated deficit of approximately $75,000 as of December 31, 1996. In addition, the Company has significant negative net worth and debt due to an affiliate. These factors, along with others could negatively impact future operations of the Company.

Programming

During 1994 and 1995, the Company's programming was simulcast from the Morey Organization. In 1996, the Company performed its own station programming.

On February 8, 1997, the Company entered into a Local Marketing Agreement (LMA) which gives Radio One, Inc. the right to program the station 24 hours a day, seven days a week, and continue in effect until the consummation of the acquisition discussed above. For the three months ended March 30, 1997, the Company recognized LMA fee revenues of $107,000.

Property and Equipment

Property and equipment are stated at cost, less accumulated depreciation. Depreciation is computed under the straight-line method over the following estimated useful lives.

Broadcast equipment	7 years
Automobiles	5 years
Office furniture and equipment	5 years

Depreciation expense for the years ended December 31, 1994, 1995 and 1996 and for the three months ended March 31, 1996 and 1997, was $22,030, $29,071, $36,509, $7,741 and $9,559, respectively.

Revenue Recognition

Revenues for advertising is recognized when the commercial is broadcasted.

Barter Arrangements

Certain program contracts provide for the exchange of advertising air time in lieu of cash payments for the rights to such programming. These contracts are recorded as the programs are aired at the estimated fair value of the advertising air time given in exchange for the program rights.

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

Financial Instruments

Financial instruments as of December 31, 1995, 1996 and March 31, 1997, consist of cash, trade accounts receivables, accounts payable, accrued expenses and amounts due to affiliate, all of which the carrying amounts approximate fair value.

Income Taxes

The Company is included in the consolidated federal tax return of the Morey Organization. The Morey Organization allocates a current and deferred tax provision or benefit to the Company based on the consolidated groups total tax or benefit for the year and the estimate of the Company's share of the total tax liability or benefit, based upon a tax-sharing arrangement. The tax-sharing arrangement utilizes a systematic and rational method that is consistent with the broad principle established by Statement of Accounting Statements No. 109 (SFAS 109), "Accounting for Income Taxes."

Employee Benefit Plan

The Company participates in the 401(k) profit sharing plan (the Plan) of the Morey Organization. The Plan covers eligible employees of the Company. Employees may make voluntary contributions to the Plan, and the Company may make discretionary matching contributions. For the years ended December 31, 1994, 1995 and 1996 and for the three months ended March 31, 1997, there were no Company discretionary contributions.

New Accounting Standards

In March 1995, the Financial Accounting Standards Board issued SFAS No. 121, "Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to be Disposed Of." SFAS No. 121 requires that long-lived assets and certain identifiable intangibles to be held and used by an entity be

reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. SFAS No. 121 is effective for financial statements for fiscal years beginning after December 15, 1995. The adoption of SFAS No. 121 on January 1, 1996, had no impact on the Company's financial position or results of operations.

2. INTANGIBLE ASSETS:

Organizational costs and the FCC broadcast license are being amortized on a straight-line basis over various periods. The deferred financing cost is being amortized over the life of the debt on the effective interest rate method. The intangible asset balances at cost and periods of amortization as of December 31, 1995 and 1996 and March 31, 1997, are as follows:

	1995	1996	1997	PERIOD OF AMORTIZATION
FCC broadcast license	$ 2,835,000	$ 2,835,000	$ 2,835,000	15 years
Debt financing	136,000	136,000	136,000	5 years
Organizational costs	92,982	92,982	92,982	5 years
Total	3,063,982	3,063,982	3,063,982	
Less: Accumulated amortization	(641,375)	(875,111)	(933,809)	
Net Intangible assets	$ 2,422,607	$ 2,188,871	2,130,173	

Amortization expense for the years ended December 31, 1994, 1995, and 1996, and for the three months ended March 31, 1996 and 1997 was $288,434, $234,939, $233,736, $58,698 and $58,698, respectively.

3. DUE TO AFFILIATE:

In connection with the purchase of the Company, the Morey Organization borrowed funds to finance the acquisition. The debt used to finance the acquisition of the Company was recorded by the Company as affiliate borrowing. The affiliate borrowing was at an interest rate of 12%. During 1994, the debt borrowed to purchase the Company was refinanced. In connection with the debt refinancing, the Company wrote off $57,163 of deferred financing costs related to the old debt. The $57,163 writeoff was recorded as an extraordinary item. The portion of the new debt used to refinance the old debt was recorded as an affiliate loan to the Company. The new debt bears interest at rates ranging from prime plus 2% to prime plus 2.25%. Also, associated with the new debt, the Company was allocated $136,000 of deferred financing cost from the Morey Organization. As the affiliate loan will be repaid with the sale to Radio One, the debt has been classified as a current liability as of December 31, 1996.

The Company has an arrangement with the Morey Organization whereby the Morey Organization will provide certain management and other services to the Company. The services provided include consultation and direct management assistance with respect to operations and strategic planning. During 1994 and 1995, due to affiliate consisted of allocations from the Morey Organization related to simulcast broadcasting. In 1996, all broadcasting was done out of Pennsylvania.

The Company serves as guarantor of all outstanding indebtedness of the Morey Organization.

4. COMMITMENTS AND CONTINGENCIES:

Leases

The Company holds operating leases for office space which expire October 1997, a broadcast tower and transmittal facility which expires June 2006 and certain office equipment which expire over the next five years.

The following is a schedule of the future minimum rental payments required under the operating leases as of March 31, 1997:

FOR THE YEAR ENDING DECEMBER 31,	
1997 (remaining)	$ 44,770
1998	14,803
1999	14,803
2000	14,803
2001	12,346
Thereafter	5,300
Total	$106,825

Total rent expense for the years ended December 31, 1994, 1995 and 1996 and for the three months ended March 31, 1996 and 1997, was $58,721, $68,954, $60,146, $12,279 and $15,036, respectively.

Litigation

The Company is a party to various litigation arising in the ordinary course of its business. It is management's opinion, after consultation with its legal counsel, that none of the outcomes of these claims, whether individually or in the aggregate, will have a material adverse effect on the Company's financial position or results of operations.

REPORT OF INDEPENDENT ACCOUNTANTS

To the Board of Directors
and Stockholders of WKYS-FM, Inc.

We have audited the accompanying balance sheet of WKYS-FM, Inc. (WKYS) as of December 31, 1994, and the related statements of operations, changes in stockholders' deficit and cash flows for the years ended December 31, 1993 and 1994. These financial statements are the responsibility of WKYS' management. Our responsibility is to express an opinion on these financial statements based on our audits.

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

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of WKYS-FM, Inc. as of December 31, 1994, and the results of its operations and its cash flows for the years ended December 31, 1993 and 1994 in conformity with generally accepted accounting principles.

The accompanying financial statements have been prepared assuming that WKYS will continue as a going concern. As discussed in Notes 1 and 4 to the financial statements, WKYS has incurred recurring losses, has working capital and net capital deficiencies, and has not met certain debt obligations and covenants. WKYS has entered into an agreement to sell substantially all of its tangible and intangible assets, the proceeds from which would differ from the present carrying values. This agreement is currently pending approval by the Federal Communications Commission (FCC). Further, WKYS' lenders have agreed to accept repayment from the proceeds of this sale in amounts which are substantially less than the outstanding debt in full satisfaction of WKYS' obligations. Should the FCC not approve the sale of WKYS' assets, WKYS and its lenders have agreed that a receiver shall be appointed to sell these assets. Management's plans with regard to these matters are more fully described in Notes 1 and 4. The accompanying financial statements do not include any adjustments which might result from these transactions, the outcome of which is currently uncertain.

COOPERS & LYBRAND L.L.P.

Washington, D.C.
February 3, 1995

WKYS-FM, INC.

BALANCE SHEET
DECEMBER 31, 1994

	1994
ASSETS	
CURRENT ASSETS:	
Cash	$ 430,652
Accounts receivable, net of allowance for doubtful accounts of $100,000	2,287,444
Prepaids and other	96,630
Assets held for sale	27,440,999
Deferred financing costs, net of accumulated amortization of $723,208	241,034
Total current assets	30,496,759
OTHER ASSETS	114,763
Total assets	$ 30,611,522
LIABILITIES AND STOCKHOLDERS' DEFICIT	
CURRENT LIABILITIES:	
Long-term debt	$ 58,432,840
Accounts payable and accrued expenses	1,799,552
Accrued interest payable	338,920
Deferred rent	159,114
Total current labilities	60,730,426
REDEEMABLE PREFERRED STOCK, $1,000 par value ($1,000 per share liquidation value):	
Class A, non-voting, 926 shares authorized, issued and outstanding	926,000
COMMITMENTS AND CONTINGENCIES	
STOCKHOLDERS' DEFICIT:	
Class B redeemable preferred stock, non-voting, 874 shares authorized, issued and outstanding, $1,000 par value, $1,000 per share liquidation value	874,000
Common stock, $.01 par value, 1,000 shares authorized:	
Class A, 630 shares issued and outstanding	6
Class B, non-voting, 370 shares issued and outstanding	4
Additional paid-in capital	199,990
Accumulated deficit	(32,118,904)
Total stockholders' deficit	(31,044,904)
Total liabilities and stockholders' deficit	$ 30,611,522

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

WKYS-FM, INC.

STATEMENTS OF OPERATIONS
FOR THE YEARS ENDED DECEMBER 31, 1993 AND 1994

	1993	1994
Operating revenue:		
Broadcasting sales	$ 7,699,296	$ 7,080,463
Barter sales	418,556	379,098
Other sales	129,536	88,160
Total operating revenue	8,247,388	7,547,721
Direct expenses:		
Programming	1,904,042	1,506,760
Sales	1,576,250	1,302,716
Technical	232,846	245,091
General and administrative	1,829,957	1,958,597
Depreciation	269,437	161,374
Amortization	923,801	923,801
Management and consulting fees	275,000	275,000
Total direct expenses	7,011,333	6,373,339
Operating income	1,236,055	1,174,382
Other (income) expense:		
Interest expense	7,943,481	9,536,071
Interest income	(19,714)	(5,502)
Other	530,914	579,396
Total other (income) expense	8,454,681	10,109,965
Net loss	$ (7,218,626)	$ (8,935,583)

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

WKYS-FM, INC.

STATEMENTS OF CHANGES IN STOCKHOLDERS' DEFICIT
FOR THE YEARS ENDED DECEMBER 31, 1993 AND 1994

	CLASS B PREFERRED STOCK	CLASS A COMMON STOCK	CLASS B COMMON STOCK	ADDITIONAL PAID-IN CAPITAL	ACCUMULATED DEFICIT	TOTAL
Balance as of January 1, 1993	$874,000	$6	$4	$199,990	$ (15,964,695)	$ (14,890,695)
Net loss	-	-	-	-	(7,218,626)	(7,218,626)
Balance as of December 31, 1993	874,000	6	4	199,990	(23,183,321)	(22,109,321)
Net loss	-	-	-	-	(8,935,583)	(8,935,583)
Balance as of December 31, 1994	$874,000	$6	$4	$199,990	$ (32,118,904)	$ (31,044,904)

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

WKYS-FM, INC.

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 1993 AND 1994

	1993	1994
Operating activities:		
Net loss	$ (7,218,626)	$ (8,935,583)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:		
Depreciation and amortization	1,193,238	1,085,175
Deferral of interest on long-term debt	5,472,220	6,895,784
Management fees accrued	275,000	275,000
Decrease in unamortized discount on long-term debt	246,082	365,711
Loss on disposal of equipment	10,552	2,160
Deferred rent	47,809	27,381
Changes in assets and liabilities:		
Accounts receivable	202,946	77,972
Prepaids and other	(325)	(24,588)
Non-current assets	(21,300)	(19,068)
Accounts payable and accrued expenses	14,778	280,185
Accrued interest payable	830,285	(624,460)
Net cash provided by (used in) operating activities	1,052,659	(594,331)
Investing activities:		
Purchases of furniture and equipment	(108,072)	(22,310)
Net cash used in investing activities	(108,072)	(22,310)
Financing activities:		
Principal payments on long-term debt	(88,119)	(37,500)
Net cash used in financing activities	(88,119)	(37,500)
Net increase (decrease) in cash	856,468	(654,141)
Cash, beginning of year	228,325	1,084,793
Cash, end of year	$ 1,084,793	$ 430,652

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

NOTES TO FINANCIAL STATEMENTS

1. ORGANIZATION

WKYS-FM, Inc. (WKYS) is a privately-held Delaware corporation which operates an FM radio station serving the Washington, D.C. metropolitan area. WKYS was purchased by Albimar Properties Limited Partnership ("Albimar Properties") in December 1988. Albimar Properties was subsequently merged with Albimar Communications, Inc. (ACI), and the stock of WKYS is currently owned by ACI and a group of private investors.

As reflected in the accompanying financial statements, WKYS has incurred recurring losses, has working capital and net capital deficiencies and has not met certain debt obligations and covenants. Management of WKYS has entered into several forbearance agreements with its lenders in an attempt to restructure WKYS' debt in a manner that would allow WKYS to meet its obligations currently. The most recent of these forbearance agreements expired on June 30, 1994, at which time all of WKYS' debt obligations became payable in full.

On August 24, 1994, WKYS executed an Agreement for Judgment and Conditional Forbearance with its senior lender, and Forbearance Agreements with its subordinated lenders (the Agreements). Pursuant to the Agreements, each of the lenders has agreed to forbear from taking action against WKYS in exchange for WKYS' agreement to sell substantially all of its assets under certain terms and conditions. The proceeds from such a sale shall be distributed among the creditors of WKYS and its shareholders in the order of priority set forth in the Agreements (Note 4). If WKYS is unsuccessful in selling its assets within the time allotted by the Agreements, or in accordance with the terms provided therein, WKYS and its lenders have consented to the appointment of a receiver for the purpose of selling the assets of WKYS and distributing the proceeds. The Agreements provide for aggregate minimum repayments of approximately $31,000,000 by WKYS to its lenders in full satisfaction of all debt and related obligations.

On October 31, 1994, management of WKYS entered into an asset purchase agreement (the Asset Purchase Agreement) to sell substantially all of the assets of WKYS except cash and accounts receivable. The terms of the Asset Purchase Agreement provide for a cash purchase price of approximately $34,410,000. This sale is currently pending final approval by the Federal Communications Commission (FCC). All assets subject to sale, including furniture and equipment ($196,400, net of accumulated depreciation of $1,609,120), the FCC broadcast license ($11,475,185, net of accumulated amortization of $2,058,215) and goodwill ($15,769,414, net of accumulated amortization of $2,828,222) have been classified as assets held for sale at December 31, 1994. Management of WKYS believes that this sale, if consummated, will yield sufficient proceeds to satisfy all of WKYS' obligations.

Certain terms of the Asset Purchase Agreement were not consistent with the requirements of the Agreements. At WKYS' request, all of its lenders agreed to amend the terms of the Agreements to coincide with the terms of the Asset Purchase Agreement pursuant to amendments dated October 31, 1994, November 2, 1994 and November 4, 1994, respectively.

The terms of the Asset Purchase Agreement provide that WKYS shall assign to the buyer, for purposes of collection only, substantially all of its accounts receivable that are outstanding and unpaid on the date of closing. The buyer is required to collect all such receivables and remit payment to WKYS for a period of 180 days, at which time all uncollected amounts become the responsibility of WKYS. The terms of the Asset Purchase Agreement further provide that to the extent that WKYS has cash flow, as defined, during the twelve months ending on the last day of the month immediately preceding the closing of the sale of less than $2,700,000 (the Cash Flow Deficiency), the buyer shall retain payments collected with respect to accounts receivable in an amount equal to the Cash Flow Deficiency.

The accompanying financial statements do not include any adjustments that might result from the outcome of these transactions.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Cash concentration

As of December 31, 1993 and 1994, WKYS had approximately $884,000 and $317,000, respectively, on deposit at commercial banks in excess of insured amounts.

Barter transactions

WKYS has entered into barter transactions with advertisers, whereby WKYS agrees to provide commercial air time in exchange for goods or services to be distributed as prizes to its listeners or to be used in the operations of WKYS. The fair value of advertisements broadcast are recognized as income when aired and the fair value of merchandise or services received are charged to expense when received or used. If merchandise or services are received prior to the broadcast of the advertising, a liability is recorded. If the advertising is broadcast prior to the receipt of the goods or services, a receivable is recorded.

Furniture and equipment

Furniture and equipment is recorded at cost. Depreciation is computed using the straight-line method over the estimated useful lives of the assets as shown below.

	ESTIMATED USEFUL LIFE
Equipment and vehicles	3 years
Furniture and fixtures	5 years
Antenna, transmitter and production materials	7 years

Leasehold improvements are amortized using the straight-line method over the shorter of the lease term or the 3-year estimated useful life of such assets.

When assets are retired or sold, the cost and related accumulated depreciation and amortization are removed from the accounts and any gain or loss is reflected in operations. Maintenance and repairs are charged to expense as incurred; the costs of additions and improvements are capitalized.

As of December 31, 1994, all furniture and equipment is included in assets held for sale on the accompanying balance sheet (Note 1).

Intangible assets

Intangible assets are stated on the basis of the fair market value assigned on the date of acquisition and are amortized by the straight-line method. The costs of WKYS' FCC broadcast license and goodwill are amortized over 40 years. Deferred financing costs are amortized over the life of the associated debt.

As of December 31, 1994, all intangible assets subject to the sale are included in assets held for sale on the accompanying balance sheet (Note 1).

Revenue

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

Other expenses

Other expenses represent costs incurred in attempting to restructure WKYS' long-term debt. These amounts have been expensed since recovery is unlikely.

Income taxes

WKYS has adopted Statement of Financial Accounting Standards No. 109 (SFAS 109). Under SFAS 109, deferred tax assets and liabilities are recognized for the future tax consequences of differences between tax bases of assets and liabilities and financial reporting amounts, as well as the tax effects of certain carryforward items. Deferred tax assets and liabilities are measured by applying statutory tax rates applicable to the periods in which the differences are expected to affect taxable income. Valuation allowances are established when necessary to reduce deferred tax assets to amounts expected to be realized. Income tax expense is the tax payable for the period and the change during the period in deferred tax assets and liabilities.

3. FURNITURE AND EQUIPMENT

Furniture and equipment consists of the following at December 31, 1993 and 1994:

	1993	1994
Equipment and vehicles	$ 256,294	$ 275,617
Furniture and fixtures	748,947	732,841
Antenna, transmitter and production materials	781,049	767,130
Leasehold improvements	25,463	29,932
	1,811,753	1,805,520
Less: accumulated depreciation and amortization	(1,474,129)	(1,609,120)
	$ 337,624	$ 196,400

4. LONG-TERM DEBT

LONG-TERM DEBT CONSISTS OF THE FOLLOWING AT DECEMBER 31, 1993 AND 1994:

	1993	1994
Revolving credit facility - Society National Bank.	$ 21,165,000	$ 21,127,500
Subordinated notes payable -		
Alta Subordinated Debt Partners II, L.P.:		
Original face amount	5,000,000	5,000,000
Deferred interest	8,860,482	13,777,998
	13,860,482	18,777,998
Senior subordinated deferred note - NBC:		
Original face amount	12,000,000	12,000,000
Unamortized discount	(3,482,826)	(3,117,115)
Deferred interest	7,666,189	9,644,457
	16,183,363	18,527,342
Total long-term debt	$ 51,208,845	$ 58,432,840

The revolving credit facility (the Facility) originally provided for borrowings of up to $24,000,000. Beginning with the quarter ended March 31, 1990, the commitment reduced each quarter through December 31, 1997. WKYS was required to pay to Society National Bank (Society) each quarter the excess of the outstanding balance of the loan over the amount of the commitment. WKYS has not made certain required repayments under the Facility, and is in violation of certain restrictive covenants included in the Facility. WKYS and Society have entered into several forbearance agreements in an attempt to restructure the debt in a manner that would enable WKYS to meet its obligations currently. The most recent of these forbearance agreements expired on June 30, 1994, at which time all amounts owed by WKYS to Society became payable in full. On August 24, 1994, WKYS and Society executed an Agree

ment for Judgment and Conditional Forbearance, pursuant to which Society has agreed to forbear from taking action against WKYS in exchange for WKYS' agreement to sell substantially all of its assets under certain terms and conditions. The terms of this Agreement for Judgment and Conditional Forbearance are described more fully below.

Interest on the Facility accrues at Society's base lending rate plus 1.75%, which approximated 7.75% and 10.25% at December 31, 1993 and 1994, respectively. Interest is payable quarterly in arrears. WKYS is required to pay a commitment fee of 1|M/2 of 1 percent on the unused portion of the revolving credit facility. The borrowing is collateralized by all tangible and intangible property of WKYS, assignment of all leases and a pledge of all capital stock of WKYS. The loan is also guaranteed by ACI. This guarantee would expire upon satisfaction of WKYS' obligation to Society as outlined in the Agreement for Judgment and Conditional Forbearance as described more fully below.

The $5,000,000 subordinated notes (the Subordinated Notes) payable to a group of investors led by Alta Subordinated Debt Partners II, L.P. (collectively, the Investors) are due January 2, 1998. Interest of 10 percent is payable in arrears on a quarterly basis. Additional interest of 15 percent is accrued, compounded at 25 percent and capitalized annually. Interest payments are due in arrears on December 22 of each year. WKYS may elect to defer the payment of this interest until maturity. WKYS has not made any payments to the Investors and is in default of certain provisions of the Subordinated Note Agreement. On August 24, 1994, at which time all amounts owed to the Investors approximated $16,300,000, WKYS and the Investors executed a Forbearance Agreement, pursuant to which the Investors have agreed to forbear from taking action against WKYS in exchange for WKYS' agreement to sell substantially all of its assets under certain terms and conditions. The terms of this Forbearance Agreement are described more fully below.

The Subordinated Notes are collateralized by the stock and assets of WKYS, second only to the Facility. The Investors also hold WKYS' Class B common stock and Class A redeemable preferred stock (see Note 6).

The $12,000,000 senior subordinated deferred note (the Senior Subordinated Note) payable to NBC bears interest at 10 percent per annum and is due December 9, 1998. A market rate of 14.5% percent was imputed on the note, and the related discount is being amortized over the life of the note using the effective interest method. The note required no principal or interest payments through 1993. Commencing January 1, 1994, interest payments of $600,000 are due semi-annually on January 1 and June 30. At maturity, the remaining principal and deferred interest, which is estimated to approximate $24,290,000, is due and payable. WKYS has not made any repayments to NBC and is in default of certain provisions of the Senior Subordinated Note Agreement. On August 24, 1994, at which time all amounts owed to NBC approximated $17,700,000 (net of the unamortized discount), WKYS and NBC executed a Forbearance Agreement, pursuant to which NBC has agreed to forbear from taking action against WKYS in exchange for WKYS' agreement to sell substantially all of its assets under certain terms and conditions. The terms of this Forbearance Agreement are described more fully below.

Upon repayment of the Facility and the Subordinated Notes, this borrowing is collateralized by all capital stock of WKYS.

The Agreements as defined in Note 1 set forth the terms and conditions under which WKYS has agreed to attempt to sell its assets and distribute the proceeds therefrom. Under the terms of the Agreements, the Lenders have agreed to forbear from taking any action against WKYS until the earlier of:

i) The failure of WKYS to perform under any of the terms of the Agreements;

ii) A Qualified Agreement of Sale, as defined in the Agreements, entered into not later than October 31, 1994, is terminated;

iii) The date on which the FCC denies the assignment of WKYS' FCC license;

iv) Twenty (20) days after FCC approval of a sale; or

v) June 30, 1995 (as amended-Note 1)

Further, certain members of WKYS' management have agreed not to compete during the period prior to a sale of the assets of WKYS.

The Agreements provide for the distribution of "Net Proceeds" from a sale of WKYS' assets as follows:

i) to Society in an amount equal to all amounts due less $1,000,000;

ii) to the Investors in an amount equal to at least $8,000,000 plus certain of the Investors's legal fees;

iii) to NBC in the amount of $1,200,000.

Net proceeds is defined in the Agreements as the sum of all sale proceeds (exclusive of up to $200,000 which may be paid to certain officers of WKYS in exchange for agreements not-to-compete) less transaction costs and trade payables.

Any excess of Net Proceeds over the amounts shown above shall be distributed as follows:

i) to the Investors to pay certain additional fees;

ii) to WKYS in the amount of $300,000 to pay certain trade payables;

iii) to Society up to a maximum of $1,000,000;

iv) to ACI, the Investors and WKYS in the percentages of 55.1%, 32.4% and 12.5%, respectively.

In the event that WKYS is unsuccessful in selling its assets within the time allotted or on the terms provided by the Agreements, WKYS and its lenders have agreed that WKYS will not seek protection under Chapter 11 of the United States Bankruptcy Code and that a receiver shall be appointed to sell the assets of WKYS. In such an event, the sale proceeds shall be distributed as follows:

i) to repay Society in full;

ii) to repay the Investors $8,000,000 plus legal fees;

iii) to pay NBC $500,000; and

iv) to reimburse the Investors and NBC for certain legal fees.

Total cash paid for interest during 1993 and 1994 was approximately $1,400,000 and $2,900,000, respectively.

5. INTEREST RATE SWAP AGREEMENTS

WKYS has entered into an interest rate swap agreement to reduce the impact of changes in interest rates on the Facility (Note 4). At December 31, 1993, a total principal amount of $10 million of the revolving credit facility was subject to this agreement. The interest rate swap agreement effectively changed WKYS' interest rate on $10 million of the Facility to a fixed 8.9% through April 9, 1994, the date upon which the agreement matured. WKYS was exposed to credit loss in the event of nonperformance by the other parties to the interest rate swap agreements. However, WKYS did not experience nonperformance by the counterparties.

6. PREFERRED AND COMMON STOCK

HOLDERS OF CLASS A AND CLASS B PREFERRED STOCK HAVE NO DIVIDEND OR VOTING RIGHTS, EXCEPT AS OTHERwise provided by law or in certain limited circumstances. WKYS may purchase, and the holders shall sell, all or any portion of the Class A preferred stock at a redemption price of $1,000 per share at any time. The Class A redeemable preferred stock will be redeemed at a price of $1,000 per share, on the first to occur of when the holders shall have the right to require the purchase of the preferred stock pursuant to the shareholders agreement dated December 22, 1988, the repayment of all indebtedness issued pursuant to the note and stock purchase agreement dated December 22, 1989, or December 31, 1997. On or after the purchase by WKYS of all the Class A preferred, WKYS may purchase all or any portion of the Class B preferred stock at a price of $1,000 per share. Both Class A and Class B preferred stock have a liquidation price of $1,000 per share.

Shares of Class A common stock and Class B common stock share identical rights and privileges except that Class B common stock may only vote on certain matters specifically identified in the Certificate of Incorporation and Amendment thereto. All common stock dividends shall be made in shares of Class A stock if on Class A stock and in shares of Class B stock if on Class B stock.

7. INCOME TAXES

WKYS has unused net operating loss carryforwards for federal and local income tax reporting purposes of approximately $16,000,000 and $24,000,000 at December 31, 1993 and 1994, respectively. These carryforwards expire in various years through 2009. No federal or local income taxes were paid during 1993 and 1994.

As of December 31, 1993 and 1994, WKYS had a deferred tax asset of approximately $6,100,000 and $9,800,000, respectively. This asset, however, has been fully reserved due to the uncertainty regarding its ultimate realization.

The Company's deferred tax asset at December 31, 1993 and 1994 is summarized as follows:

	1993	1994
Net operating loss carryforwards	$ 6,100,000	$ 9,600,000
Other	200,000	200,000
	6,300,000	9,800,000
Valuation allowance	(6,300,000)	(9,800,000)
Total deferred taxes	$ -	$ -

WKYS also has charitable contributions carryforwards of approximately $98,000 and $115,000 at December 31, 1993 and 1994, respectively.

8. COMMITMENTS

Management and consulting fees

WKYS has entered into a long-term management and consulting agreement with Albimar Management, Inc. (AMI), an affiliate of ACI, for a predetermined annual fee. This fee amounted to $275,000 in 1993 and 1994. The Facility (Note 4) imposes certain limitations on payment of fees to AMI, based upon excess cash flow as defined in the Facility. As a result of these limitations, WKYS did not make any payments to AMI during the year ended December 31, 1994. WKYS has accrued a liability relative to this agreement of approximately $550,000 and $937,000 at December 31, 1993 and 1994, respectively, representing the excess of fees accrued over fees paid for all years.

Employment contracts

WKYS has entered into certain noncancelable employment contracts. As of December 31, 1994, minimum payments to be made under these contracts are as follows:

1995	$ 337,069
1996	119,329
	$ 456,398

The Asset Purchase Agreement provides that certain amounts payable under these contracts shall be paid upon closing of the sale of WKYS' assets.

Operating leases

WKYS has entered into various operating leases for the rental of certain equipment and facilities. Minimum rental payments under these noncancelable leases at December 31, 1994, are as follows:

1995	$ 494,448
1996	483,823
1997	467,712
1998	484,141
1999	503,076
Thereafter	2,397,705
	$ 4,830,905

Rent expense under all operating leases for 1993 and 1994 was approximately $454,000 and $450,000, respectively. All rent expense is included in general and administrative expenses in the accompanying statements of operations, except for rent relating to WKYS' transmitting tower, which is included in technical expenses. Rent expense recognized relative to certain operating leases differs from actual cash payments due to escalation clauses which are being expensed on a straight-line basis for financial statement purposes. The Asset Purchase Agreement provides that the buyer shall assume all of these operating leases.

Other

WKYS has entered into an agreement with the Washington Tennis Foundation for the use of a tennis suite during the annual Washington Tennis Foundation tennis tournament in exchange for $80,000, paid in equal amounts over 4 years commencing in 1989. WKYS has the option to retain the right to the use of the suite for a maximum of 24 years provided that it pays a $5,000 annual license fee as specified in the agreement. The unamortized portion of payments made pursuant to this agreement as of December 31, 1993 and 1994 of $63,334 and $60,000, respectively, are included in other assets in the accompanying balance sheet.

9. EMPLOYEE BENEFIT PLAN

Effective June 1, 1993, WKYS initiated a defined contribution (401-K) plan (the Plan) covering substantially all employees. Employees may contribute between 2% and 15% of eligible compensation to the Plan.

WKYS has the option to make matching contributions to the Plan. No such matching contributions were made during the years ended December 31, 1993 and 1994.

10. RELATED-PARTY TRANSACTIONS

In addition to related party transactions disclosed in Note 7, WKYS incurred approximately $131,000 and $204,000 during 1993 and 1994, respectively, in legal expenses which were paid to a law firm in which one of the partners is also a shareholder of ACI.

11. SUBSEQUENT EVENT (UNAUDITED)

During 1995, the Asset Purchase Agreement was finalized substantially in accordance with the terms disclosed in Note 1.

WKYS-FM, INC.

UNAUDITED STATEMENT OF OPERATIONS
FOR THE FIVE MONTHS ENDED MAY 31, 1995

OPERATING REVENUE:	
Broadcasting sales, net of agency commissions of $390,199	$ 2,347,105
Barter sales	123,477
Total operating revenue	2,470,582
OPERATING EXPENSES:	
Programming	513,653
Sales	449,345
Technical	87,434
General and administrative	742,495
Depreciation and amortization	444,508
Management and consulting fees	125,000
Total Operating expenses	2,362,435
Operating income	108,147
INTEREST EXPENSE	4,830,484
Net loss	$ (4,722,337)

The accompanying notes are an integral part of this statement.

WKYS-FM, INC.

UNAUDITED STATEMENT OF CHANGES IN STOCKHOLDER'S DEFICIT
FOR THE FIVE MONTHS ENDED MAY 31, 1995

	CLASS B PREFERRED STOCK	CLASS A COMMON STOCK	CLASS B COMMON STOCK	ADDITIONAL PAID-IN CAPITAL	ACCUMULATED DEFICIT	TOTAL
BALANCE, DECEMBER 31, 1994	$874,000	$6	$4	$199,990	$ (32,118,904)	$ (31,044,904)
Net loss	-	-	-	-	(4,722,337)	(4,722,337)
BALANCE, May 31, 1995	$874,000	$6	$4	$199,990	$ (36,841,241)	$ (35,767,241)

The accompanying notes are an integral part of this statement.

WKYS-FM, INC.

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UNAUDITED STATEMENT OF CASH FLOWS
FOR THE FIVE MONTHS ENDED MAY 31, 1995

CASH FLOWS FROM OPERATING ACTIVITIES:	
Net loss	$ (4,722,337)
Adjustments to reconcile net loss to net cash used in operating activities:	
Depreciation and amortization	444,508
Management fees accrued	125,000
Deferred rent	20,083
Effect of changes in operating assets and liabilities-	
Accounts receivable, net	502,244
Prepaids and other	89,217
Noncurrent assets	27,381
Accounts payable and accrued expenses	(933,346)
Accrued interest payable	194,101
Net cash flows used in operating activities	(4,253,149)
CASH FLOWS FROM INVESTING ACTIVITIES:	
Purchase of furniture and equipment	(333,725)
CASH FLOWS FROM FINANCING ACTIVITIES:	
Proceeds from the issuance of long-term debt, net	4,580,291
DECREASE IN CASH	(6,583)
CASH, beginning of period	430,652
CASH, end of period	$ 424,069

The accompanying notes are an integral part of this statement.

WKYS-FM, INC.
NOTES TO UNAUDITED FINANCIAL STATEMENTS
MAY 31, 1995

1. BASIS OF PRESENTATION:

WKYS-FM, Inc. (WKYS) is a privately held Delaware corporation which operates an FM radio station serving the Washington, D.C., metropolitan area. WKYS was purchased by Albimar Properties Limited Partnership (Albimar Properties) in December 1988. Albimar Properties was subsequently merged with Albimar Communications, Inc. (ACI), and the stock of WKYS is currently owned by ACI and a group of private investors. The accompanying unaudited financial statements present the results of operations and cash flows of the Company for the five months ended May 31, 1995.

These statements are unaudited and certain information and footnote disclosures normally included in the Company's annual financial statements have been omitted, as permitted under the applicable rules and regulations. Readers of these statements should refer to the financial statements and notes thereto as of December 31, 1994, and for the year then ended included elsewhere in this filing. The results of operations presented in the accompanying financial statements are not necessarily representative of operations for an entire year.

2. SUBSEQUENT EVENT:

On June 6, 1995, the assets of the radio station WKYS-FM were acquired by Radio One, Inc. for a total consideration of approximately $34.4 million.

[INSIDE BACK COVER]

No dealer, salesperson or other person has been authorized to give any information or to make any representation not contained in this Prospectus and, if given or made, such information or representation must not be relied upon as having been authorized by the Company. This Prospectus does not constitute an offer to sell or a solicitation of an offer to buy any of the securities offered hereby in any jurisdiction to any person to whom it is unlawful to make such offer in such jurisdiction. Neither the delivery of this Prospectus nor any sale made hereunder shall, under any circumstances, create any implication that the information herein is correct as of any time subsequent to the date hereof or that there has been no change in the affairs of the Company since such date.

[GRAPHIC OMITTED]

TABLE OF CONTENTS

UNTIL , ALL DEALERS EFFECTING TRANSACTIONS IN THE REGISTERED SECURITIES, WHETHER OR NOT PARTICIPATING IN THIS DISTRIBUTION, MAY BE REQUIRED TO DELIVER A PROSPECTUS. THIS IS IN ADDITION TO THE OBLIGATION OF DEALERS TO DELIVER A PROSPECTUS WHEN ACTING AS UNDERWRITERS AND WITH RESPECT TO THEIR UNSOLD ALLOTMENTS OR SUBSCRIPTIONS.

Offer to Exchange its
Series B
12% Senior Subordinated Notes
Due 2004
for
any and all of its outstanding
12% Senior Subordinated Notes
Due 2004

PROSPECTUS

, 1997

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 20. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

The Company is incorporated under the laws of the State of Delaware. Section 145 of the General Corporation Law of the State of Delaware, inter alia, ("Section 145") provides that a Delaware corporation may indemnify any persons who were, are or are threatened to be made, parties 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 such corporation), by reason of the fact that such person is or was an officer, director, employee or agent of such corporation, or is or was serving at the request of such corporation as a director, officer employee or agent of another corporation or enterprise. The indemnity may include expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, provided such person acted in good faith and in a manner he reasonably believed to be in or not opposed to the corporation's best interests and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his conduct was illegal. A Delaware corporation may indemnify any persons who are, were or are threatened to be made, a party to any threatened, pending or completed action or suit by or in the right of the corporation by reason of the fact that such person was a director, officer, employee or agent of such corporation, or is or was serving at the request of such corporation as a director, officer, employee or agent of another corporation or enterprise. The indemnity may include expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, provided such person acted in good faith and in a manner he reasonably believed to be in or not opposed to the corporation's best interests, provided that no indemnification is permitted without judicial approval if the officer, director, employee or agent is adjudged to be liable to the corporation. Where an officer, director, employee or agent is successful on the merits or otherwise in the defense of any action referred to above, the corporation must indemnify him against the expenses which such officer or director has actually and reasonably incurred.

The Company's Certificate of Incorporation provides for the indemnification of directors and officers of the Company to the fullest extent permitted by the General Corporation Law of the State of Delaware, as it currently exists or may hereafter be amended.

ITEM 21. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES.

(a) Exhibits.

3.1	Amended and Restated Certificate of Incorporation of Radio One, Inc.
3.2	Amended and Restated By-laws of Radio One, Inc.
4.1	Indenture dated as of May 15, 1997 among Radio One, Inc., Radio One Licenses, Inc. and United States Trust Company of New York.
4.2	Purchase Agreement dated as of May 14, 1997 among Radio One, Inc., Radio One Licenses, Inc., Credit Suisse First Boston Corporation and NationsBanc Capital Mar- kets, Inc.
4.3	Registration Rights Agreement dated as of May 14, 1997 among Radio One, Inc., Radio One Licenses, Inc., Credit Suisse First Boston Corporation and NationsBanc Capital Markets, Inc.
4.4	Standstill Agreement dated as of May 19, 1997 among Radio One, Inc., Radio One Licenses, Inc., NationsBank of Texas, N.A., United States Trust Company of New York and the other parties thereto.
5.1	Opinion and consent of Kirkland & Ellis.
10.1	Office Lease dated February 3, 1997 between National Life Insurance Company and Radio One, Inc. for premises located at 5900 Princess Garden Parkway, Lanham, Mary- land, as amended on February 24, 1997.
10.2	Purchase Option Agreement dated February 3, 1997 between National Life Insurance Company and Radio One, Inc. for the premises located at 5900 Princess Garden Park- way, Lanham, Maryland.
10.3	Asset Purchase Agreement dated December 6, 1996 by and between Jarad Broadcast- ing Company of Pennsylvania, Inc. and Radio One, Inc.
10.4	Office Lease commencing November 1, 1993 between Chalrep Limited Partnership and Radio One, Inc., with respect to the property located at 100 St. Paul Street, Baltimore, Maryland.
10.5	Preferred Stockholders' Agreement dated as of May 14, 1997 among Radio One, Inc., Radio One Licenses, Inc. and the other parties thereto.
10.6	Warrantholders' Agreement dated as of June 6, 1995, as amended by the First Amendment to Warrantholders' Agreement dated as of May 19, 1997, among Radio One, Inc., Radio One Licenses, Inc. and the other parties thereto.
10.7	Amended and Restated Warrant of Radio One, Inc. dated as of May 19, 1997, issued to Syncom Capital Corporation.
10.8	Amended and Restated Warrant of Radio One, Inc. dated as of May 19, 1997, issued to Alliance Enterprise Corporation.
10.9	Amended and Restated Warrant of Radio One, Inc. dated as of May 19, 1997, issued to Greater Philadelphia Venture Capital Corporation, Inc.
10.10	Amended and Restated Warrant of Radio One, Inc. dated as of May 19, 1997, issued to Opportunity Capital Corporation.
10.11	Amended and Restated Warrant of Radio One, Inc. dated as of May 19, 1997, issued to Capital Dimensions Venture Fund, Inc.
10.12	Amended and Restated Warrant of Radio One, Inc. dated as of May 19, 1997, issued to TSG Ventures Inc.
10.13	Amended and Restated Warrant of Radio One, Inc. dated as of May 19, 1997, issued to Fulcrum Venture Capital Corporation.
10.14	Amended and Restated Warrant of Radio One, Inc. dated as of May 19, 1997, issued to Alta Subordinated Debt Partners III, L.P.
10.15	Amended and Restated Warrant of Radio One, Inc. dated as of May 19, 1997, issued to BancBoston Investments, Inc.
10.16	Amended and Restated Warrant of Radio One, Inc. dated as of May 19, 1997, issued to Grant M. Wilson.

10.17	Management Agreement dated as of August 1, 1996 by and between Radio One, Inc. and Radio One of Atlanta, Inc.
10.18	Letter of Intent dated March 12, 1997 by and between Radio One, Inc. and Allied Capital Financial Corporation, as amended by that certain First Amendment dated as of May 6, 1997, that certain Second Amendment dated as of May 30, 1997, that certain Third Amendment dated as of June 5, 1997 and that certain Letter Agreement dated as of July 1, 1997.
12.1	Statement of Computation of Ratios.
21.1	Subsidiaries of Radio One, Inc.
23.1	Consent of Arthur Andersen, L.L.P.
23.2	Consent of Coopers & Lybrand, L.L.P.
23.3	Consent of Kirkland & Ellis (included in Exhibit 5.1).
24.1	Powers of Attorney (included in signature page).
25.1	Statement of Eligibility of Trustee on Form T-1.
27.1	Financial Data Schedule.
99.1	Form of Letter of Transmittal.
99.2	Form of Notice of Guaranteed Delivery.
99.3	Form of Tender Instructions.

(b) Financial Statement Schedules.
Not Applicable.

ITEM 22. UNDERTAKINGS.

The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement;

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at the time shall be deemed to be the initial bona fide offering thereof;

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering; and

(4) If the registrant is a foreign private issuer, to file a post-effective amendment to the registration statement to include any financial statements required by Rule 3-19 of the chapter at the start of any delayed offering or throughout a continuous offering. Financial statements and information otherwise required by Section 10(a)(3) of the Act need not be furnished, provided, that the registrant includes in the prospectus, by means of a post-effective amendment, financial statements required pursuant to this paragraph (a)(4) and other information necessary to ensure that all other information in the prospectus is at least as current as the date of those financial statements. Notwithstanding the foregoing, with respect to registration statements on Form F-3, a post-effective amendment need not be filed to include financial statements and information required by Section

10(a)(3) of the Act or Rule 3-19 of this chapter if such financial statements and information are contained in periodic reports filed with or furnished to the Commission by the registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the Form F-3.

(5) That for purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(6) That for the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus 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.

(7) To respond to requests for information that is incorporated by reference into the prospectus pursuant to Item 4, 10(b), 11, or 13 of this form, 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.

(8) 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.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 (the "Securities Act") may be permitted to directors, officers and controlling persons of the registrant pursuant to the provisions described under Item 20 or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission 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.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the Town of Lanham, State of Maryland, on July 3, 1997.

RADIO ONE, INC.
By: /s/ Alfred C. Liggins, III

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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Alfred C. Liggins, III, his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities (including his capacity as a director and/or officer of Radio One, Inc.), to sign any or all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement and power of attorney have been signed by the following persons in the capacities and on the dates indicated:

SIGNATURE	CAPACITY	DATE
/s/ Alfred C. Liggins, III Alfred C. Liggins, III	Chief Executive Officer, President and Director (principal executive officer)	July 3, 1997
/s/ Scott R. Royster Scott R. Royster	Executive Vice President and Chief Financial Officer (principal financial officer and accounting officer)	July 3, 1997
/s/ Michael A. Covington Michael A. Covington	Corporate Controller	July 3, 1997
/s/ Catherine L. Hughes Catherine L. Hughes	Chairperson and Director	July 3, 1997
/s/ Terry L. Jones Terry L. Jones	Director	July 3, 1997
/s/ Brian W. McNeill Brian W. McNeill	Director	July 3, 1997
/s/ P. Richard Zitelman P. Richard Zitelman	Director	July 3, 1997

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the Town of Lanham, State of Maryland, on July 3, 1997.

RADIO ONE LICENSES, INC.
By: /s/ Alfred C. Liggins, III

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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Alfred C. Liggins, III, his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities (including his capacity as a director and/or officer of Radio One Licenses, Inc.), to sign any or all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement and power of attorney have been signed by the following persons in the capacities and on the dates indicated:

SIGNATURE	CAPACITY	DATE
/s/ Alfred C. Liggins, III Alfred C. Liggins, III	Chief Executive Officer, President and Director (principal executive officer)	July 3, 1997
/s/ Scott R. Royster Scott R. Royster	Executive Vice President and Chief Financial Officer (principal financial officer and accounting officer)	July 3, 1997
/s/ Michael A. Covington Michael A. Covington	Corporate Controller	July 3, 1997
/s/ Catherine L. Hughes Catherine L. Hughes	Chairperson and Director	July 3, 1997
/s/ Terry L. Jones Terry L. Jones	Director	July 3, 1997
/s/ Brian W. McNeill Brian W. McNeill	Director	July 3, 1997
/s/ P. Richard Zitelman P. Richard Zitelman	Director	July 3, 1997

INDEX TO SUPPLEMENTAL SCHEDULES

REPORT OF INDEPENDENT PUBLIC ACCOUNTANTS

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

We have audited in accordance with generally accepted auditing standards, the financial statements of Radio One, Inc. (a Delaware corporation during 1996) and subsidiary included in this Prospectus and the Registration Statement and have issued our report thereon dated February 13, 1997. Our audit was made for the purpose of forming an opinion on the basic financial statements taken as a whole. The schedules listed in the accompanying index are presented for purposes of complying with the Securities and Exchange Commission's rules and are not part of the basic financial statements. These schedules have been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, fairly state in all material respects the financial data required to be set forth therein in relation to the basic financial statements taken as a whole.

ARTHUR ANDERSEN LLP

Baltimore, Maryland,
February 13, 1997

RADIO ONE, INC. AND SUBSIDIARY
SCHEDULE II - VALUATION AND QUALIFYING ACCOUNTS
FOR THE YEARS ENDED DECEMBER 25, 1994, DECEMBER 31, 1995 AND 1996
AND FOR THE THREE MONTHS ENDED MARCH 30, 1997

	BALANCE AT BEGINNING OF YEAR	ADDITIONS CHARGED TO EXPENSE	DEDUCTIONS	BALANCE AT END OF YEAR
Allowance for doubtful accounts:				
Year ended December 25, 1994	$ 472,600	$610,200	$ 614,800	$ 468,000
Year ended December 31, 1995	$ 468,000	$298,300	$ 96,900	$ 669,400
Year ended December 31, 1996	$ 669,400	$627,800	$ 532,000	$ 765,200
Three months ended March 30, 1997	$ 765,200	$184,800	$ 84,500	$ 865,500
Tax valuation reserve:				
Year ended December 25, 1994	$ -	$ -	$ -	$ -
Year ended December 31, 1995	$ 739,000	$328,000	$ -	$1,067,000
Year ended December 31, 1996	$1,067,000	$ -	$1,067,000	$ -
Three months ended March 30, 1997	$ -	$ -	$ -	$ -

EXHIBIT INDEX

EXHIBITS.

3.1	Amended and Restated Certificate of Incorporation of Radio One, Inc.
3.2	Amended and Restated By-laws of Radio One, Inc.
4.1	Indenture dated as of May 15, 1997 among Radio One, Inc., Radio One Licenses, Inc. and United States Trust Company of New York.
4.2	Purchase Agreement dated as of May 14, 1997 among Radio One, Inc., Radio One Licenses, Inc., Credit Suisse First Boston Corporation and NationsBanc Capital Markets, Inc.
4.3	Registration Rights Agreement dated as of May 14, 1997 among Radio One, Inc., Radio One licenses, Inc., Credit Suisse First Boston Corporation and Natonsbanc Capital Markets, Inc.
4.4	Standstill Agreement dated as of May 19, 1997 among Radio One, Inc., Radio One Licenses, Inc., NationsBank of Texas, N.A., United States Trust Company of New York and the other parties thereto.
5.1	Opinion and consent of Kirkland & Ellis.
10.1	Office Lease dated February 3, 1997 between National Life Insurance Company and Radio One, Inc. for premises located at 5900 Princess Garden Parkway, Lanham, Maryland, as amended on February 24, 1997.
10.2	Purchase Option Agreement dated February 3, 1997 between National Life Insurance Company and Radio One, Inc. for the premises located at 5900 Princess Garden Parkway, Lanham, Maryland.
10.3	Asset Purchase Agreement dated December 6, 1996 by and between Jarad Broadcasting Company of Pennsylvania, Inc. and Radio One, Inc.
10.4	Office Lease commencing November 1, 1993 between Chalrep Limited Partnership and Radio One, Inc., with respect to the property located at 100 St. Paul Street, Baltimore, Maryland.
10.5	Preferred Stockholders' Agreement dated as of May 14, 1997 among Radio One, Inc., Radio One Licenses, Inc .and the other parties thereto.
10.6	Warrantholders' Agreement dated as of June 6, 1995, as amended by the First Amendment to Warrantholders' Agreement dated as of May 19, 1997, among Radio One, Inc., Radio One Licenses, Inc. and the other parties thereto.
10.7	Amended and Restated Warrant of Radio One., Inc. dated as of May 19, 1997, issued to Syncom Capital Corporation.

10.8	Amended and Restated Warrant of Radio One, Inc. dated as of May 19, 1997, issued to Alliance Enterprise Corporation.
10.9	Amended and Restated Warrant of Radio One, Inc. dated as of May 19, 1997, issued to Greater Philadelphia Venture Capital Corporation, Inc.
10.10	Amended and Restated Warrant of Radio One, Inc. dated as of May 19, 1997, issued to Opportunity Capital Corporation
10.11	Amended and Restated Warrant of Radio One, Inc. dated as of May 19, 1997, issued to Capital Dimensions Venture Fund, Inc.
10.12	Amended and Restated Warrant of Radio One, Inc. dated as of May 19, 1997, issued to TGS Venture Inc.
10.13	Amended and Restated Warrant of Radio One, Inc. dated as of May 19, 1997, issued to Fulcrum Venture Capital Corporation.
10.14	Amended and Restated Warrant of Radio One, Inc. dated as of May 19, 1997, issued to Alta Subordinated Debt Partners III, L.P.
10.15	Amended and Restated Warrant of Radio One, Inc. dated as of May 19, 1997, issued to BancBoston Investments, Inc.
10.16	Amended and Restated Warrant of Radio One, Inc. dated as of May 19, 1997, issued to Grant M. Wilson.
10.17	Management Agreement dated as of August 1, 1996 by and between Radio One, Inc. and Radio One of Atlanta, Inc.
12.1	Statement of Computations of Ratios.
21.1	Subsidiaries of Radio One, Inc.
23.1	Consent of Arthur Andersen, L.L.P.
23.2	Consent of Coopers & Lybrand, L.L.P.
23.3	consent of Kirkland & Ellis (included in Exhibit 5.1).
24.1	Powers of Attorney (included in signature page).
25.1	Statement of Eligibility of Trustee on Form T-1.
27.1	Financial Data Schedule.
99.1	Form of Letter of Transmittal.
99.2	Form of Notice of Guaranteed Delivery.
99.3	Form of Tender Instructions.

CERTIFICATE OF AMENDED AND

RESTATED CERTIFICATE OF INCORPORATION

OF

RADIO ONE, INC.

The undersigned, being the duly elected President and Chief Executive Officer of Radio One, Inc. (the "Corporation"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware ("DGCL"), hereby declares and certifies the following:

1. That the Corporation filed its original Certificate of Incorporation with the Secretary of State of the State of Delaware on July 15, 1996 (the "Certificate of Incorporation").

2. That the present name of the Corporation is Radio One, Inc.

3. That the Board of Directors of the Corporation, pursuant to Sections 141, 242 and 245 of the DGCL, adopted resolutions authorizing the Corporation to amend, integrate and restate the Certificate of Incorporation of the Corporation in its entirety to read as set forth in Exhibit A attached hereto and made a part hereof (the "Amended and Restated Certificate").

4. That the stockholders of the Corporation approved and adopted the Amended and Restated Certificate in accordance with Sections 228, 242 and 245 of the DGCL.

IN WITNESS WHEREOF, the undersigned has executed this certificate in the name and on behalf of the Corporation as of this 16th day of May, 1997.

By:

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

EXHIBIT A

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

OF

RADIO ONE, INC.

ARTICLE I - Name

The name of the corporation is Radio One, Inc. (hereinafter referred to as the "Corporation").

ARTICLE II - Registered Office

The post office address of the registered office of the Corporation in the State of Delaware is 9 East Loockerman Street, Dover, Kent County, Delaware 19901. The name of the registered agent of the Corporation at that address is National Registered Agents, Inc.

ARTICLE III - Purpose

The purpose of the Corporation is to acquire, operate, and maintain radio stations and television stations and to engage in any other lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "DGCL").

ARTICLE IV - Capital Stock

Section 4.1. General. The total number of shares of capital stock which the Corporation has authority to issue is 252,000 shares, consisting of: (i) 100,000 shares of 15% Series A Cumulative Redeemable Preferred Stock, par value $.01 per share (the "Series A Preferred"), (ii) 150,000 shares of 15% Series B Cumulative Redeemable Preferred Stock, par value $.01 per share (the "Series B Preferred," and together with the Series A Preferred, the "Preferred Stock"), (iii) 1,000 shares of Class A Common Stock, par value $.01 per share (the "Class A Common"), and (iv) 1,000 shares of Class B Common Stock, par value $.01 per share (the "Class B Common," and together with the Class A Common, the "Common Stock"). The Preferred Stock and Common Stock are hereinafter sometimes collectively referred to as "Capital Stock." Certain capitalized terms used herein are defined in Section 4.4(c) of this ARTICLE IV below.

Section 4.2. Preferred Stock. Except as otherwise provided in this Section 4.2 of this ARTICLE IV or as otherwise required by applicable law, all shares of Series A Preferred and Series B Preferred shall be identical in all respects and shall entitle the holders thereof to the same rights and privileges and shall be subject to the same qualifications, limitations and restrictions.

(a) Dividends.

(i) General Obligation. To the extent permitted under the DGCL, the Corporation shall pay preferential cumulative dividends to the holders of the Preferred Stock as provided in this Section 4.2(a)(i) of this ARTICLE IV. Except as otherwise provided herein, dividends on each share of Preferred Stock (a "Preferred Share") shall accrue on a daily basis at the rate of 15% per annum (the "Dividend Rate") on the sum of (A) the Liquidation Value thereof plus (B) all unpaid accumulated dividends thereon, if any, from and including the date of issuance of such Preferred Share to and including the date on which the Liquidation Preference Amount of such Preferred Share is paid. Notwithstanding the foregoing, if the Corporation does not redeem all of the issued and outstanding Preferred Shares on the Mandatory Redemption Date (as defined in Section 4.2(d)(i) of this ARTICLE IV) or, upon the occurrence of an Event of Noncompliance (as defined in the Preferred Stockholders' Agreement) (such failure to redeem or occurrence of an Event of Noncompliance, a "Noncompliance Event"), the Majority Holders may elect, by written notice to the Corporation, to have the Dividend Rate increase to 18% per annum (the "Noncompliance Dividend Rate") and dividends shall accrue on each Preferred Share on a daily basis at the Noncompliance Dividend Rate on the sum of (x) the Liquidation Value thereof plus (y) all unpaid accumulated dividends thereon, if any, commencing on the date of the occurrence of such Noncompliance Event (after the expiration of all applicable cure periods) and continuing until (I) such Default is cured pursuant to the terms of the Preferred Stockholders' Agreement or waived by the Majority Holders or (II) the date on which the Liquidation Preference Amount of such Preferred Share is paid. Dividends on Preferred Shares shall accrue whether or not they have been declared and whether or not there are profits, surplus or other funds of the Corporation legally available for the payment of dividends. The date on which the Corporation initially issues any Preferred Share shall be deemed to be its "date of issuance" regardless of the number of times transfer of such Preferred Share is made on the stock records maintained by or for the Corporation and regardless of the number of certificates which may be issued to evidence such Preferred Share.

(ii) Special WPHI-FM Dividend. Notwithstanding the provisions of Section 4.2(a)(i) of this ARTICLE IV, in the event the Corporation does not meet any performance target listed below relating exclusively to the operation of WPHI-FM, the Dividend Rate for each Preferred Share shall be increased to 17% per annum (the "Retroactive Dividend Rate") and dividends shall accrue on each Preferred Share on a daily basis at the Retroactive Dividend Rate on the sum of (A) the Liquidation Value thereof plus (B) all unpaid accumulated dividends thereon, if any, for the period commencing on the date of issuance of such Preferred Share until (x) such time as the Corporation first meets a performance target at a subsequent date or such noncompliance is waived by the Majority Holders or (y) the date on which the Liquidation Preference Amount of such Preferred Share is paid:

AS OF THE TWELVE-MONTH PERIOD ENDING	BROADCAST CASH FLOW ($)
12/31/98	1,517
3/31/99	1,669
6/30/99	1,878
9/30/99	2,097
12/31/99	2,346
3/31/00	2,446
6/30/00	2,583
9/30/00	2,727
12/31/00	2,891
3/31/01	2,987
6/30/01	3,121
9/30/01	3,261
12/31/01	3,419
3/31/02	3,451
6/30/02	3,494
9/30/02	3,539
12/31/02	3,590
3/31/03	3,623
6/30/03	3,669
9/30/03	3,716
12/31/03	3,770

and in each calendar quarter thereafter for the immediately prior twelve-month period through the Mandatory Redemption

Any right to receive dividends on a Preferred Share at the Retroactive Dividend Rate shall transfer with each such Preferred Share.

(iii) Dividend Reference Date. To the extent not paid on December 31 of each year, beginning December 31, 1997 (the "Dividend Reference Date"), all dividends which have accrued on each Preferred Share issued and outstanding during the one-year period (or other period in the case of the initial Dividend Reference Date) ending upon each such Dividend Reference Date shall be accumulated and shall remain accumulated dividends with respect to such Preferred Share until paid. All dividends paid on a Preferred Share shall be applied first to, and to the extent of, unpaid dividends that have accrued (but which have not been accumulated) and then to, and to the extent of, accumulated dividends, if any.

(iv) Distribution of Partial Dividend Payments. Except as otherwise provided herein, if at any time the Corporation pays less than the total amount of unpaid dividends accrued on the Preferred Shares then outstanding, such payment shall be distributed ratably among

the holders thereof based upon the aggregate amount of accumulated and accrued but unpaid dividends on the Preferred Shares held by each such holder.

(b) Liquidation. Upon any Liquidation of the Corporation, provided all indebtedness for money borrowed of the Corporation (including, without limitation, the Senior Indebtedness) has been finally and indefeasibly paid in full in cash, each holder of Preferred Shares shall be entitled to be paid in cash, before and in preference to any distribution or payment of any asset, capital, surplus or earnings of the Corporation is made to the holders of other Capital Stock, an amount equal to the aggregate Liquidation Preference Amount of the Preferred Shares held by such holder, and the holders of Preferred Shares shall not be entitled to any other payment in respect of their Preferred Shares. If upon any such Liquidation of the Corporation, the funds to be distributed among the holders of the Preferred Shares are insufficient to permit payment to such holders of the aggregate Liquidation Preference Amount for such Preferred Shares in cash, then the entire assets and funds of the Corporation legally available for distribution shall be distributed ratably among the holders based on the aggregate Liquidation Preference Amount of the Preferred Shares held by each such holder. The Corporation shall provide written notice of any such Liquidation, not less than 60 days prior to the payment date stated therein, to each record holder of Preferred Shares.

(c) Priority of Preferred Stock. So long as any Preferred Share remains outstanding, neither the Corporation nor any Subsidiary of the Corporation shall redeem, purchase or otherwise acquire directly or indirectly, or set apart funds for the redemption, purchase or acquisition of, any other Capital Stock, nor shall the Corporation directly or indirectly pay or declare any dividend or make any distribution upon any other Capital Stock (other than a dividend payable solely in Junior Securities); provided, however, notwithstanding the foregoing, the Corporation may purchase Junior Securities in accordance with the provisions of the Warrantholders' Agreement.

(d) Redemptions.

(i) Mandatory Redemption. On May 29, 2005 (the "Mandatory Redemption Date"), the Company will be required, subject to applicable law, to redeem all issued and outstanding Preferred Shares, together with any and all accumulated and accrued but unpaid dividends thereon.

(ii) Redemptions at the Option of the Corporation. The Corporation shall have the right (but not the obligation) to redeem issued and outstanding Preferred Shares, subject to applicable law, as follows:

(A) the Corporation may at any time, and from time to time, redeem all or a portion of the issued and outstanding shares of Series A Preferred; provided, however, that upon the timely delivery of a Participation Notice as set forth in clause (v) of this Section 4.2(d), any holder of shares of Series B Preferred shall have the right to participate in such redemption and the number of Preferred Shares to be redeemed from each holder of Series A Preferred and each holder of Series B Preferred that has delivered a timely Participation Notice shall be the number of Preferred Shares determined by multiplying the total number of Preferred Shares the Corporation has elected to redeem as specified in the Final Redemption Notice by a fraction, the

numerator of which shall be the total number of shares of Series A Preferred held by such holder or the total number of shares of Series B Preferred specified in such holder's timely delivered Participation Notice, as the case may be, and the denominator of which shall be the sum of the total number of outstanding shares of Series A Preferred and the number of shares of Series B Preferred that are the subject of timely delivered Participation Notices;

(B) the Corporation may at any time, and from time to time, redeem issued and outstanding Preferred Shares having an aggregate Liquidation Value of up to $2,000,000, provided that the Corporation has paid all accumulated and accrued but unpaid dividends on all of the outstanding Preferred Shares in full simultaneously with or prior to such redemption; and

(C) on or after June 6, 1999, the Corporation may at any time, and from time to time, redeem all or any portion of the issued and outstanding Preferred Shares.

(iii) Redemption at the Option of the Holders of Preferred Shares. The Majority Holders shall have the right (but not the obligation) to require the Corporation (and if the Majority Holders exercise such right, the Corporation shall be obligated) to redeem issued and outstanding Preferred Shares, subject to applicable law, as follows:

(A) if permitted by the terms of the Debt Agreements, upon the consummation of an Initial Public Offering, the Majority Holders may require the Company to apply an amount not to exceed the Net Cash Proceeds received by the Corporation from the Initial Public Offering to redeem the maximum number of Shares of Preferred Stock that may be redeemed given the amount elected by the Majority Holders to be so applied; and

(B) after all outstanding indebtedness for money borrowed of the Corporation (including, without limitation, the Senior Indebtedness) has been finally and indefeasibly paid in full in cash and any commitment to fund related thereto shall have been terminated, if a Redemption Event (as defined in the Preferred Stockholders' Agreement) is existing, the Majority Holders may require the Company to redeem all or any portion of the outstanding Preferred Shares.

(iv) Redemption Payment. For each Preferred Share which is to be redeemed, the Corporation shall pay to the holder thereof on the Redemption Date (upon surrender by such holder at the Corporation's principal office of the certificate representing such Preferred Share) an amount in immediately available funds equal to the Liquidation Preference Amount. If the funds of the Corporation legally available for redemption of Preferred Shares on any Redemption Date are insufficient to redeem the total number of Preferred Shares to be redeemed on such date, those funds which are legally available shall be used to redeem the maximum possible number of Preferred Shares ratably among the holders of the Preferred Shares to be redeemed based upon the aggregate Liquidation Preference Amount held by each such holder. At any time thereafter when additional funds of the Corporation are legally available for the redemption of Preferred Shares, such funds shall immediately be used to redeem the balance of the Preferred Shares which the Corporation has become obligated to redeem on any Redemption Date but which it has not redeemed.

(v) Notice of Redemption on the Mandatory Redemption Date. After September 1, 2004, and on or prior to November 29, 2004, the Corporation shall give written notice (a "Mandatory Redemption Notice") by mail, postage prepaid, overnight courier or facsimile to the holders of the then outstanding Preferred Shares at the address of each such holder appearing on the books of the Corporation or given by such holder to the Corporation, which notice shall set forth the Mandatory Redemption Date and the Liquidation Preference Amount for each Preferred Share. The Mandatory Redemption Notice shall further call upon such holders to surrender to the Corporation on or before the Mandatory Redemption Date at the place designated in the notice such holder's certificate or certificates representing the Preferred Shares to be redeemed on the Mandatory Redemption Date or an indemnification and loss certificate therefor. On or before the Mandatory Redemption Date, each holder of Preferred Shares to be redeemed shall surrender the certificate evidencing such shares, or such indemnification and loss certificate, to the Corporation.

(vi) Notice of Redemption at the Election of the Corporation. The Corporation shall provide prior written notice (the "Redemption Notice") of any redemption of Preferred Shares to each record holder of Preferred Shares not more than 60 nor less than 30 days prior to the date on which a redemption of Preferred Shares is expected to be made pursuant to Section 4.2(d)(ii), and which shall set forth the series and number of Preferred Shares to be redeemed, the date on which such redemption is to take place and the Liquidation Preference Amount for each Preferred Share on such date. Such Redemption Notice shall be sent by mail, postage prepaid, overnight courier or facsimile to the address of each such holder appearing on the books of the Corporation or given by such holder to the Corporation for the purpose of notice. The Redemption Notice shall further call upon such holders to surrender to the Corporation or before the applicable Redemption Date at the place designated in the Redemption Notice such holder's certificate or certificates representing the shares to be redeemed on the applicable Redemption Date or an indemnification and loss certificate therefor. On or before the applicable Redemption Date, each holder of Preferred Shares called for redemption shall surrender the certificate evidencing such Preferred Shares, or such indemnification and loss certificate, to the Corporation. With respect to any election by the Corporation to redeem all or any portion of the Series A Preferred pursuant to Section 4.2(d)(ii)(A) of this ARTICLE IV, (A) any holders of Series B Preferred that intend to participate in such redemption shall provide written notice of such intention to the Corporation (the "Participation Notice") within five days of receipt of a Redemption Notice, and such Participation Notice shall set forth the number of shares of Series B Preferred that such holder desires to have redeemed by the Corporation, and (B) if the Corporation receives any timely Participation Notices, the Corporation may elect either (a) to redeem the number of Preferred Shares originally set forth in its Redemption Notice or (b) to redeem a greater number of Preferred Shares. Upon making such election, the Corporation shall provide written notice to each holder of Preferred Shares setting forth the total number of Preferred Shares the Corporation has so elected to redeem and the Series and number of Preferred Shares that shall be redeemed from each holder of Series A Preferred and each holder of Series B Preferred that has delivered a timely Participation Notice no later than two days prior to the applicable Redemption Date (the "Final Redemption Notice").

(vii) Notice of Redemption at the Election of the Holders. With respect to any election by the Majority Holders to cause the Corporation to redeem all or any portion of the issued and outstanding Preferred Shares pursuant to Section 4.2(d)(iii) of this ARTICLE IV, the Majority Holders shall provide written notice of such election to the Corporation not more than 60

nor less than 30 days prior to the date on which such redemption is to be made and such notice shall set forth the number of Preferred Shares to be redeemed and the date on which such redemption is to take place (the "Put Notice"). The Corporation shall notify the record holders of Preferred Shares promptly of (A) the commencement of the Initial Public Offering (and the amount of Net Cash Proceeds received therefrom) and (B) the first date on which all outstanding indebtedness for money borrowed of the Corporation (including, without limitation, the Senior Indebtedness) has been finally and indefeasibly paid in full in cash and any commitment to fund related thereto shall have been terminated.

(viii) Determination of the Number of Each Holder's Preferred Shares to be Redeemed. Except in redemptions pursuant to Section 4.2(d)(ii)(A) of this ARTICLE IV, the number of Preferred Shares to be redeemed from each holder thereof in redemptions hereunder shall be the number of Preferred Shares determined by multiplying the total number of Preferred Shares to be redeemed by a fraction, the numerator of which shall be the total number of Preferred Shares then held by such holder and the denominator of which shall be the total number of Preferred Shares then issued and outstanding. In case fewer than the total number of Preferred Shares represented by any certificate are redeemed, a new certificate representing the number of unredeemed Preferred Shares shall be issued to the holder thereof without cost to such holder within three business days after surrender of the certificate representing the redeemed Preferred Shares.

(ix) Dividends After Redemption Date. No Preferred Share is entitled to any dividends that accrue after the date on which the Liquidation Preference Amount of such Preferred Share is paid to the holder thereof. On such date all rights of the holder of such Preferred Share shall cease, and such Preferred Share shall not be deemed to be issued and outstanding.

(x) Redeemed or Otherwise Acquired Preferred Shares. Any Preferred Shares which are redeemed or otherwise acquired by the Corporation shall be canceled and shall not be reissued, sold or transferred.

(xi) Other Redemptions or Acquisitions. Neither the Corporation nor any Subsidiary shall redeem or otherwise acquire any Preferred Stock, except as expressly authorized herein or pursuant to a purchase offer made pro rata to all holders of Preferred Stock on the basis of the number of Preferred Shares owned by each such holder.

(e) Voting Rights. Except as provided in ARTICLE VII of this Amended and Restated Certificate of Incorporation or as otherwise required by applicable law, the holders of Preferred Shares shall have no right to vote on any matters to be voted on by the Corporation's stockholders.

(f) Restrictions and Limitations. For so long as any Preferred Share is outstanding, without the written consent of the Majority Holders, the Corporation shall not fail to comply with Sections 6.1, 6.3, 6.4, 6.7 and 6.11 of the Preferred Stockholders' Agreement.

4.3. Section Common Stock. Except as otherwise provided in Section 4.3 of this ARTICLE IV or as otherwise required by applicable law, all shares of Class A Common and Class B Common

shall be identical in all respects and shall entitle the holders thereof to the same rights and privileges and shall be subject to the same qualifications, limitations and restrictions.

(a) Voting Rights. At every meeting of the stockholders, except as specifically otherwise required by law, the holders of Class A Common shall be entitled to one vote per share on all matters presented for a vote of the stockholders of the Corporation. Except to the extent provided in ARTICLE VII of this Amended and Restated Certificate of Incorporation or as required by applicable law, the holders of Class B Common shall have no right to vote on any matter presented for a vote of the stockholders of the Corporation (including, without limitation, the election or removal of directors of the Corporation), and Class B Common shall not be included in determining the number of shares voting or entitled to vote on such matters. The Board of Directors of the Corporation shall have concurrent power with the holders of Class A Common to adopt, amend or repeal the Bylaws of the Corporation. A consolidation or merger, or the sale, lease, exchange, mortgage, pledge, or other disposition of all, or substantially all, of the property or assets of the Corporation, if not made in the usual and regular course of its business, shall require a resolution adopted by a majority of the Board of Directors of the Corporation and the authorization of an affirmative vote of at least two-thirds of the outstanding shares of Class A Common.

(b) Dividends. As and when dividends are declared or paid with respect to shares of Common Stock, whether in cash, property or securities of the Corporation, the holders of Class A Common and the holders of Class B Common shall be entitled to receive such dividends pro rata at the same rate per share for each such class of Common Stock; provided that (i) if dividends are declared or paid in shares of Common Stock, the dividends payable to the holders of Class A Common shall be payable in shares of Class A Common and the dividends payable to the holders of Class B Common shall be payable in shares of Class B Common and (ii) if the dividends consist of other voting securities of the Corporation, the Corporation shall make available to each holder of Class B Common, at such holder's request, dividends consisting of non-voting securities (except as otherwise required by law) of the Corporation which are otherwise identical to the voting securities and which are convertible into such voting securities on the same terms as the Class B Common is convertible into the Class A Common. The rights of the holders of Common Stock to receive dividends are subject to the provisions of the Preferred Stock.

(c) Reservation. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock Class A Common and Class B Common in a quantity sufficient to provide for the conversion of all outstanding shares of the Class A Common and Class B Common into Class B Common and Class A Common, respectively.

(d) Conversion of Common Stock.

(i) General Provisions. Subject to the terms and conditions stated herein, the holder of any shares of either Class A Common or Class B Common shall have the right at any time, at such holder's option, to convert all or a portion of the shares of the class of Common Stock so held into the same number of shares of the other class of Common Stock. Such right of conversion shall be exercised (A) by giving written notice (the "Notice") to the Corporation at least ten (10) days prior to the Conversion Date (as defined below) specified therein that the holder elects to convert a stated number of shares of Class A Common or Class B Common into shares of the

other class of Common Stock on the date specified in such Notice or on such later date following any Deferral Period (as defined below) on which conversion may occur (the "Conversion Date") and (B) by surrendering the certificate or certificates representing at least the number of shares of Class A Common or Class B Common to be converted to the Corporation at its principal office at any time during the usual business hours on or before the Conversion Date, duly endorsed in blank by the owner of the certificate so surrendered, together with a statement of the name or names (with addresses) of the Person or Persons in whose name or names the certificate or certificates for shares issued on conversion shall be registered. Promptly after receipt of the Notice, the Corporation shall send written notice of such holder's intent to convert to each other registered holder of any shares of Class A Common or Class B Common at such other holder's address as shown on the stock transfer records of the Corporation. The Corporation shall not convert or directly or indirectly redeem, purchase or otherwise acquire any share of Class A Common or take any other action affecting the voting rights of such share if such action will increase the percentage of outstanding voting securities owned or controlled by any Regulated Stockholder (other than any Regulated Stockholder which requested that the Corporation take such action) and the effect thereof would cause such Regulated Stockholder and its Affiliates to hold in the aggregate 5% or more of the outstanding shares of Class A Common unless the Corporation gives written notice (the "Deferral Notice") of such action to each such Regulated Stockholder. The Corporation will defer making any such conversion, redemption, purchase or other acquisition, or taking any such other action, for a period of 30 days (the "Deferral Period") after giving the Deferral Notice in order to allow each such Regulated Stockholder to determine whether it wishes to convert or take any other action with respect to the Common Stock it owns, controls or has the power to vote. If any such Regulated Stockholder then elects to convert any shares of Class A Common into shares of Class B Common, it shall notify the Corporation in writing within 20 days of the issuance of the Deferral Notice, in which case the Corporation shall promptly notify from time to time each other Regulated Stockholder holding shares of Common Stock of each proposed conversion and the proposed transaction and each Regulated Stockholder may notify the Corporation in writing of its election to convert shares of Class A Common into Class B Common at any time prior to the end of the Deferral Period. The Corporation shall effect the conversions requested by all Regulated Stockholders in response to the Deferral Notice and the notices issued pursuant to the immediately proceeding sentence at the end of the Deferral Period.

(ii) Regulated Stockholders. No Regulated Stockholder shall exercise its rights as a holder of shares of Class B Common to convert such shares into shares of Class A Common, or otherwise acquire shares of Class A Common, if, after giving effect to such exercise, such Regulated Stockholder and its Affiliates would own 5% or more of the outstanding Class A Common; provided, however, that the foregoing restrictions shall cease and terminate as to any shares of Class B Common or any Regulated Stockholder, when, in the opinion of counsel reasonably satisfactory to the Corporation, such restrictions are no longer required in order to assure compliance with Regulation Y or when Regulation Y shall cease to be in effect. The Corporation shall rely conclusively on a certificate of a Regulated Stockholder as to whether or not a conversion of shares of Class B Common into, or an acquisition of, shares of Class A Common will be in compliance with the provisions of the immediately preceding sentence, and, notwithstanding the immediately preceding sentence, to the extent not inconsistent with Regulation Y, such conversion rights may be exercised or shares of Class A Common may be so acquired in the event that: (A) the Corporation shall vote to merge or consolidate with or into any other Person and, after giving effect

to such merger or consolidation, such Regulated Stockholder and its Affiliates would not own 5% or more of the outstanding voting securities of the surviving Person; (B) such Regulated Stockholder desires to sell shares of Class A Common into which all or part of its shares of Class B Common are to be converted in connection with any proposed purchase of Class A Common by another Person (other than a Regulated Stockholder or an Affiliate thereof); or (C) such Regulated Stockholder intends to sell shares of Class A Common into which all or part of its shares of Class B Common are to be converted pursuant to a registration statement under the Securities Act of 1933, as amended (the "1933 Act"), which has been declared effective.

(iii) Surrender of Certificates. Subject to the other provisions of this Section 4.3 of this ARTICLE IV and of ARTICLE IX of this Amended and Restated Certificate of Incorporation, promptly after (A) the Conversion Date and (B) the surrender of such certificate or certificates representing the share or shares of Class A Common or Class B Common to be converted, the Corporation shall issue and deliver, or cause to be issued and delivered, to the holder requesting conversion, registered in such name or names as such holder may direct, a certificate or certificates for the number of shares of the class of Common Stock issuable upon the conversion of such share or shares, together with a certificate or certificates evidencing any balance of the shares of the class surrendered to the Corporation but not then being converted. To the extent permitted by law, such conversion shall be deemed to have been effected as of the close of business on the later of the Conversion Date or the date upon which the Corporation shall have received the certificate or certificates representing the shares to be converted, and at such time the rights of the holder of such share or shares as such holder shall cease, and the person or person in whose name or names any certificate or certificates for shares shall be issuable upon such conversion shall be deemed to have become the holder or holders of record of such shares of Class A Common or Class B Common, as the case may be.

(e) Listing. If the shares of Class A Common required to be reserved for the purpose of conversion hereunder require listing on any national securities exchange, before such shares are issued upon conversion, the Corporation will, at its expense and as expeditiously as possible, use its commercially reasonable best efforts to cause such shares to be listed or duly approved for listing on such national securities exchange.

(f) No Charge. The issuance of certificates representing Common Stock upon conversion of Class A Common or Class B Common as hereinabove set forth shall be made without charge or any expense or issuance tax in respect thereof; provided, however, that the Corporation shall not be required to pay any taxes which may be payable in respect of any transfer involved in the issuance and delivery of any certificate in a name other than that of the holder of the shares converted.

(g) No Interference. Except as otherwise provided in ARTICLE IX of this Amended and Restated Certificate of Incorporation, the Corporation will not close its books against the transfer of any share of Common Stock or of any of the shares of Common Stock issued or issuable upon the conversion of such shares of Common Stock in any manner which interferes with the timely conversion of any of such shares.

(h) Mergers, Consolidations. In the case of a merger or consolidation which reclassifies or changes the shares of Common Stock, or in the case of the consolidation or merger of the Corporation with or into another corporation or corporations or the transfer of all or substantially all of the assets of the Corporation to another corporation or corporations, each share of Class B Common shall thereafter be convertible into the number of shares of stock or other securities or property to which a holder of shares of Class A Common would have been entitled upon such reclassification, change, consolidation, merger or transfer, and, in any such case, appropriate adjustment (as determined in good faith by the Corporation's Board of Directors) shall be made in the application of the provisions herein set forth with respect to the rights and interests thereafter of the holders of the Class B Common to the end that the provisions set forth herein shall thereafter be applicable, as nearly as reasonably may be practicable, in relation to any shares of stock or other securities on property thereafter deliverable upon the conversion of shares of Class B Common. In case of any such merger or consolidation, the resulting or surviving corporation (if not the Corporation) shall expressly assume the obligation to deliver, upon conversion of the Class B Common, such stock or other securities or property as the holders of the Class B Common remaining outstanding shall be entitled to receive pursuant to the provisions hereof, and to make provisions for the protection of the conversion rights provided for in this ARTICLE IV. The Corporation shall not be party to any merger, consolidation or recapitalization pursuant to which any Regulated Stockholder would be required to take (A) any voting securities which would cause such holder to violate any law, regulation or other requirement of any governmental body applicable to such Regulated Stockholder, or (B) any securities convertible into voting securities which if such conversion took place would cause such Regulated Stockholder to violate any law, regulation or other requirement of any governmental body applicable to such Regulated Stockholder other than securities which are specifically provided to be convertible only in the event that such conversion may occur without any such violation.

(i) Liquidation, Dissolution or Winding Up. Subject to the provisions of the Preferred Stock, in the event of any Liquidation of the Corporation, all remaining assets of the Corporation shall be distributed to holders of the Common Stock pro rata at the same rate per share of each class of Common Stock according to their respective holdings of shares of the Common Stock.

Section 4.4. Miscellaneous. Subject to the provisions of ARTICLE IX of this Amended and Restated Certificate of Incorporation:

(a) Registration of Transfer. The Corporation shall keep at its principal office a register for the registration of Capital Stock. Upon the surrender of any certificate representing Capital Stock at such place, the Corporation shall, at the request of the record holder of such certificate, execute and deliver (at the Corporation's expense) a new certificate or certificates in exchange therefor representing in the aggregate the number of shares represented by the surrendered certificate. Each such new certificate shall be registered in such name and shall represent such number of shares as is requested by the holder of the surrendered certificate and shall be substantially identical in form to the surrendered certificate, and dividends shall accrue on the Capital Stock represented by such new certificate from the date to which dividends have been fully paid on such Capital Stock represented by the surrendered certificate. The issuance of new certificates shall be made without charge to the original holders of the surrendered certificates for

any issuance tax in respect thereof or other cost incurred by the Corporation in connection with such issuance.

(b) Replacement. Upon receipt of evidence reasonably satisfactory to the Corporation (an affidavit of the registered holder shall be satisfactory) of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing shares of any class or series of Capital Stock, and in the case of any such loss, theft or destruction, upon receipt of an indemnity reasonably satisfactory to the Corporation (provided that if the holder is a financial institution or other institutional investor its own agreement shall be satisfactory), or, in the case of any such mutilation upon surrender of such certificate, the Corporation shall (at its expense) execute and deliver in lieu of such certificate a new certificate of like kind representing the number of shares of such class or series represented by such lost, stolen, destroyed or mutilated certificate and dated the date of such lost, stolen, destroyed or mutilated certificate, and dividends shall accrue on the Capital Stock represented by such new certificate from the date to which dividends have been fully paid on such lost, stolen, destroyed or mutilated certificate.

(c) Definitions. The following terms shall have the following meanings:

"Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person (it being understood that for purposes of this definition, the term "control" (including with correlative meaning the terms "controlling," "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or by contract or otherwise).

"Broadcash Cash Flow" has the meaning given to such term in the Preferred Stockholders' Agreement.

"Debt Agreements" means, collectively, the Indenture, the Senior Loan Agreement, and any other agreement governing indebtedness for borrowed money of the Corporation permitted by the Preferred Stockholders' Agreement.

"Indenture" means that certain Indenture, dated as of May 15, 1997, pursuant to which the Corporation issued 12% Senior Subordinated Notes due 2004.

"Initial Public Offering" means the first sale by the Corporation of Common Stock of the Corporation to the public in an offering pursuant to an effective registration statement filed with the Securities and Exchange Commission pursuant to the 1933 Act, as then in effect; provided that an Initial Public Offering shall not include an offering made in connection with a business acquisition or combination or an employee benefit plan.

"Investors" means the New Investors and the Original Investors.

"Junior Securities" means (i) any class or series of Capital Stock of the Corporation, whether now existing or hereafter authorized, that is junior to any of the Series A Preferred or the

Series B Preferred in priority with respect to dividends or distributions or upon Liquidation, and (ii) any rights, warrants, options, convertible or exchangeable securities, exercisable for or convertible or exchangeable into, directly or indirectly, any class or series of capital stock described in clause (i) of this definition, whether at the time of issuance or upon the passage of time or the occurrence of some future event.

"Liquidation" with respect to the Corporation, means the liquidation, dissolution or winding up of the Corporation. Except as permitted under the Preferred Stockholders' Agreement, a consolidation, merger or capital reorganization of the Corporation (except (i) into or with a wholly-owned subsidiary of the Corporation with requisite stockholder approval or (ii) a merger in which the beneficial owners of the Corporation's outstanding Capital Stock immediately prior to such transaction (assuming for this purpose that all outstanding warrants, options and other securities convertible into Capital Stock that are outstanding at such time have been exercised or converted, as applicable) hold no less than fifty-one percent (51%) of the voting power of the resulting entity) or a sale, transfer or other disposition of all or substantially all of the assets of the Corporation shall be regarded as a liquidation, dissolution or winding up of the affairs of the Corporation, and shall constitute a Liquidation.

"Liquidation Preference Amount" means, with respect to a Preferred Share, the Liquidation Value for such Preferred Share plus all accumulated and accrued but unpaid dividends on such Preferred Share.

"Liquidation Value" of any Preferred Share shall be equal to $100.00.

"Majority Holders" means, collectively, the holders of a majority of the issued and outstanding Preferred Shares as of the date of determination.

"Management Investors" means, collectively, Alfred C. Liggins, Catherine L. Hughes, and Jerry A. Moore III.

"Net Cash Proceeds" means the gross cash proceeds actually received by the Corporation from an Initial Public Offering, net of attorneys' fees, accountants' fees, all discounts, underwriters' commissions, brokerage, consultant or other customary fees and commissions, and all other reasonable fees and expenses actually incurred by the Corporation in connection with such Initial Public Offering.

"New Investors" means, collectively, Alta Subordinated Debt Partners III, L.P., BancBoston Investments Inc. and Grant Wilson.

"Original Investors" means, collectively, Syncom Capital Corporation, Alliance Enterprise Corporation, Greater Philadelphia Venture Capital Corporation, Inc., Opportunity Capital Corporation, Capital Dimensions Venture Fund, Inc., TSG Ventures Inc. and Fulcrum Venture Capital Corporation.

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

"Preferred Stockholders' Agreement" means that certain Preferred Stockholders' Agreement, dated as of May 14, 1997, by and among the Corporation, the Original Investors, the New Investors and the Management Investors, as the same may be amended from time to time.

"Redemption Date" as to any Preferred Share means the date specified in any Redemption Notice or Put Notice, as applicable; provided, that no such date shall be a Redemption Date unless the Liquidation Preference Amount is actually paid in full on such date, and if not so paid in full, the Redemption Date shall be the date on which such amount is fully paid.

"Regulated Stockholder" means any stockholder that is subject to the provisions of Regulation Y and which holds shares of Common Stock of the Corporation, so long as such stockholder shall hold, and only with respect to, such shares of Common Stock or shares issued upon conversion of such shares.

"Regulation Y" means Regulation Y of the Board of Governors of the Federal Reserve System (12 C.F.R. Part 225) or any successor to such regulation.

"Senior Indebtness" has the meaning given to such term in that certain Standstill Agreement, effective as of May 19, 1997, among the Companies, Liggins, Hughes, Moore, Syncom Capital Corporation, Alliance Enterprise Corporation, Greater Philadelphia Venture Capital Corporation, Inc., Opportunity Capital Corporation, Capital Dimensions Venture Fund, Inc., TSG Ventures Inc., Fulcrum Venture Capital Corporation, Alta Subordinated Debt Partners III, L.P., BancBoston Investments Inc., Grant M. Wilson, NationsBank of Texas, N.A., and United States Trust Company of New York.

"Senior Loan Agreement" has the meaning given to such term in the Preferred Stockholders' Agreement.

"Subsidiary" means any corporation with respect to which another specified corporation has the power to vote or direct the voting of sufficient securities to elect directors having a majority of the voting power of the board of directors of such corporation.

"Warrantholders' Agreement" means that certain Warrantholders' Agreement, dated as of June 6, 1995, by and among the Corporation, the Subsidiaries of the Corporation party thereto, the Original Investors, the New Investors and the Management Investors, as amended by the First Amendment to Warrantholders' Agreement dated as of May 19, 1997, and as thereafter amended from time to time.

ARTICLE V - Existence

The Corporation is to have a perpetual existence.

ARTICLE VI - General Provisions

Section 6.1. Dividends. The Board of Directors of the Corporation shall have authority from time to time to set apart out of any assets of the Corporation otherwise available for dividends a reserve or reserves as working capital or for any other purpose or purposes, and to abolish or add to any such reserve or reserves from time to time as said Board may deem to be in the interest of the Corporation; and said Board shall likewise have power to determine in its discretion, except as herein otherwise provided, what part of the assets of the Corporation available for dividends in excess of such reserve or reserves shall be declared in dividends and paid to the stockholders of the Corporation.

Section 6.2. Issuance of Stock. The shares of all classes and series of Capital Stock of the Corporation may be issued by the Corporation from time to time for such consideration as from time to time may be fixed by the Board of Directors of the Corporation, provided that shares having a par value shall not be issued for a consideration less than such par value, as determined by the Board. At any time, or from time to time, the Corporation may grant rights or options to purchase from the Corporation any shares of its Capital Stock of any class or series to run for such period of time, for such consideration, upon such terms and conditions, and in such form as the Board of Directors of the Corporation may determine. The Board of Directors of the Corporation shall have authority, as provided by law, to determine that only a part of the consideration which shall be received by the Corporation for the shares of its Capital Stock having a par value be capital provided that the amount of the part of such consideration so determined to be capital shall at least be equal to the aggregate par value of such shares. The excess, if any, at any time, of the total net assets of the Corporation over the amount so determined to be capital, as aforesaid, shall be surplus. All classes and series of Capital Stock of the Corporation shall be and remain at all times nonassessable.

The Board of Directors of the Corporation is hereby expressly authorized, in its discretion, in connection with the issuance of any obligations or Capital Stock of the Corporation (but without intending hereby to limit its general power so to do in other cases), to grant rights or options to purchase Capital Stock of the Corporation of any class or series upon such terms and during such period as the Board of Directors of the Corporation shall determine, and to cause such rights to be evidenced by such warrants or other instruments as it may deem advisable.

Section 6.3. Inspection of Books and Records. The Board of Directors of the Corporation shall have power from time to time to determine to what extent and at what times and places and under what conditions and regulations the accounts and books of the Corporation, or any of them, shall be open to the inspection of the stockholders; and no stockholder shall have any right to inspect any account or book or document of the Corporation, except as conferred by the laws of the State of Delaware, unless and until authorized so to do by resolution of the Board of Directors or the stockholders of the Corporation.

Section 6.4. Location of Meetings, Books and Records. Except as otherwise provided in the Bylaws, the stockholders of the Corporation and the Board of Directors of the Corporation may hold their meetings and have an office or offices outside of the State of Delaware, and, subject to the provisions of the laws of said State, may keep the books of the Corporation outside of said State at such places as may, from time to time, be designated by the Board of Directors.

Section 6.5. Board of Directors Meeting. The Board of Directors shall be comprised of the number of directors specified in the Corporation's Bylaws, and such directors shall be elected in the manner contemplated by such Bylaws.

ARTICLE VII - Amendments

The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Amended and Restated Certificate of Incorporation in the manner now or hereinafter prescribed herein and by the laws of the State of Delaware, and all rights conferred upon stockholders herein are granted subject to this reservation. Notwithstanding the foregoing or anything contained in this Amended and Restated Certificate of Incorporation to the contrary, no amendment, modification or waiver shall be binding or effective with respect to any provision of (i) Section 4.2 of ARTICLE IV (or any definitions used therein) or clause (i) of this ARTICLE VII without the prior written consent of the Majority Holders at the time such action is taken, (ii) Section 4.3 of ARTICLE IV (or any definitions used therein) or clause (ii) of this ARTICLE VII without the prior written consent of the Majority Holders and holders of a majority of the Common Stock outstanding at the time such action is taken, or (iii) ARTICLE VIII or clause (iii) of this ARTICLE VII without the affirmative vote of the holders of at least two-thirds of the outstanding shares of Class A Common of the Corporation and the prior written consent of the Majority Holders; provided, that no such action under clause (iii) of this ARTICLE VII shall change (A) the redemption, conversion, voting or other rights of any class or series of Preferred Stock without the prior written consent of the holders of a majority of each such class or series of Preferred Stock then outstanding, (B) the conversion or voting rights of any class of Common Stock without the prior written consent of the holders of a majority of each class of Common Stock then outstanding, and (C) the percentage required to approve any amendment, modification or waiver described herein, without the prior written consent of holders of that percentage of the class or series of Capital Stock then required to approve such amendment, modification or waiver.

ARTICLE VIII - Liability

Section 8.1. Limitation of Liability.

(a) To the fullest extent permitted by the DGCL as it now exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted as of the date this Amended and Restated Certificate of Incorporation is filed with the State of Delaware), and except as otherwise provided in the Corporation's Bylaws, no director of the Corporation shall be liable to the Corporation or its stockholders for monetary damages arising from a breach of fiduciary duty owed to the Corporation or its stockholders.

(b) Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

Section 8.2. Right to Indemnification. Each person who was or is made party or is threatened to be made a party to or is otherwise involved (including involvement as a witness) in

any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter, an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the DGCL, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide for broader indemnification rights than permitted as of the date this Amended and Restated Certificate of Incorporation is filed with the State of Delaware), against all expense, liability and loss (including attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue as to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that except as provided in Section 8.3 of this ARTICLE VIII with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee 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 8.2 of this ARTICLE VIII shall be a contract right and shall include the obligation of the Corporation to pay the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advance of expenses"); provided, however, that if and to the extent that the Board of Directors of the Corporation requires, an advance of expenses incurred by an indemnitee 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 indemnitee, including, without limitation, service to an employee benefit plan) shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this Section 8.2 or otherwise. The Corporation may, by action of its Board of Directors, provide indemnification to employees and agents of the Corporation with the same or lesser scope and effect as the foregoing indemnification of directors and officers.

Section 8.3. Procedure for Indemnification. Any indemnification of a director or officer of the Corporation or advance of expenses under Section 8.2 of this ARTICLE VIII shall be made promptly, and in any event within forty-five days (or, in the case of an advance of expenses, twenty days) upon the written request of the director or officer. If a determination by the Corporation that the director or officer is entitled to indemnification pursuant to this ARTICLE VIII is required, and the Corporation fails to respond within sixty days to a written request for indemnity, the Corporation shall be deemed to have approved the request. If the Corporation denies a written request for indemnification or advance of expenses, in whole or in part, or if payment in full pursuant to such request is not made within forty-five days (or, in the case of an advance of expenses, twenty days), the right to indemnification or advances as granted by this ARTICLE VIII shall be enforceable by the director or officer in any court of competent jurisdiction. Such person's costs and expenses incurred in connection with successfully establishing his or her right to indemnification, in whole

or in part, in any such action shall also be indemnified by the Corporation. It shall be a defense to any such action (other than an action brought to enforce a claim for the advance of expenses where the undertaking required pursuant to Section 8.2 of this ARTICLE VIII, if any, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the DGCL for the Corporation to indemnify the claimant for the amount claimed, but the burden of such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its 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 DGCL, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its 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. The procedure for indemnification of other employees and agents for whom indemnification is provided pursuant to Section 8.2 of this ARTICLE VIII shall be the same procedure set forth in this Section 8.3 for directors or officers, unless otherwise set forth in the action of the Board of Directors of the Corporation providing for indemnification for such employee or agent.

Section 8.4. Insurance. The Corporation may purchase and maintain insurance on its own behalf and on behalf of any person who is or was a director, officer, employee or agent of the Corporation 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 expense, liability or loss asserted against him or her and incurred by him or her in any such capacity, whether or not the Corporation would have the power to indemnify such person against such expenses, liability or loss under the DGCL.

Section 8.5. Service for Subsidiaries. Any person serving as a director, officer, employee or agent of another Corporation, partnership, limited liability company, joint venture or other enterprise, at least 50% of whose equity interests are owned by the Corporation (hereinafter a "subsidiary" for this ARTICLE VIII) shall be conclusively presumed to be serving in such capacity at the request of the Corporation.

Section 8.6. Reliance. Persons who after the date of the adoption of this provision become or remain directors or officers of the Corporation or who, while a director or officer of the Corporation, become or remain a director, officer, employee or agent of a subsidiary, shall be conclusively presumed to have relied on the rights to indemnity, advance of expenses and other rights contained in this ARTICLE VIII in entering into or continuing such service. The rights to indemnification and to the advance of expenses conferred in this ARTICLE VIII shall apply to claims made against an indemnitee arising out of acts or omissions which occurred or occur both prior and subsequent to the adoption hereof.

Section 8.7. Non-Exclusivity of Rights. The rights to indemnification and to the advance of expenses conferred in this ARTICLE VIII shall not be exclusive of any other right which any person may have or hereafter acquire under this Amended and Restated Certificate of Incorporation or under any statute, Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

Section 8.8. Merger or Consolidation. For purposes of this ARTICLE VIII, references to "the Corporation" shall include any constituent corporation (including any constituent of a constituent) absorbed into the Corporation in a consolidation or merger which, if its separate existence had 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 VIII with respect to the resulting or surviving corporation as he or she would have with respect to such constituent corporation if its separate existence had continued.

ARTICLE IX - Alien Ownership of Stock

Section 9.1. Applicability. This ARTICLE IX shall be applicable to the Corporation so long as the provisions of Section 310 of the Communications Act of 1934, as the same may be amended from time to time (the "Communications Act") (or any successor, provisions thereto) are applicable to the Corporation. As used herein, the term "alien" shall have the meaning ascribed thereto by the Federal Communications Commission ("FCC") on the date hereof and in the future as Congress or the FCC may change such meaning form time to time. If the provisions of Section 310 of the Communications Act (or any successor provisions thereto) are amended, the restrictions in this ARTICLE IX shall be amended in the same way, and as so amended, shall apply to the Corporation. The Board of Directors of the Corporation may make such rules and regulations as it shall deem necessary or appropriate to enforce the provisions of this ARTICLE IX.

Section 9.2 Voting. Except as otherwise provided by law, not more than twenty percent of the aggregate number of shares of Capital Stock of the Corporation outstanding in any class or series entitled to vote on any matter before a meeting of stockholders of the Corporation shall at any time be for the account of aliens or their representatives or for the account of a foreign government or representative thereof, or for the account of any corporation organized under the laws of a foreign country.

Section 9.3. Stock Certificates. Shares of Capital Stock issued to or held by or for the account of aliens and their representatives, foreign governments and representatives thereof, and corporations organized under the laws of foreign countries shall be represented by Foreign Share Certificates. All other shares of Capital Stock shall be represented by Domestic Share Certificates. All of such certificates shall be in such form not inconsistent with this Amended and Restated Certificate of Incorporation as shall be prepared or approved by the Board of Directors of the Corporation.

Section 9.4. Limitation on Foreign Ownership. Except as otherwise provided by law, not more than twenty percent of the aggregate number of shares of Capital Stock of the Corporation outstanding shall at any time be owned of record by or for the account of aliens or their representatives or by or for the account of a foreign government or representatives thereof, or by or for the account of any corporation organized under the laws of a foreign country. Shares of Capital Stock shall not be transferable on the books of the Corporation to aliens or their representatives, foreign governments or representatives thereof, or corporations organized under the laws of foreign

countries if, as a result of such transfer, the aggregate number of shares of Capital Stock owned by or for the account of aliens and their representatives, foreign governments and representatives thereof, and corporations organized under the laws of foreign countries shall be more than twenty percent of the number of shares of Capital Stock then outstanding. If it shall be found by the Corporation that Capital Stock represented by a Domestic Share Certificate is, in fact, held by or for the account of aliens or their representative, foreign governments or representatives thereof, or corporations organized under the laws of foreign countries, then such Domestic Share Certificate shall be canceled and a new certificate representing such Capital Stock marked "Foreign Share Certificate" shall be issued in lieu thereof, but only to the extent that after such issuance the Corporation shall be in compliance with this ARTICLE IX; provided, however, that if, and to the extent, such issuance would violate this ARTICLE IX, then, the holder of such Capital Stock shall not be entitled to vote, to receive dividends, or to have any other rights with regard to such Capital Stock to such extent, except the right to transfer such Capital Stock to a citizen of the United States.

Section 9.5. Transfer of Foreign Share Certificates. Any Capital Stock represented by Foreign Share Certificates may be transferred either to aliens or non-aliens. In the event that any Capital Stock represented by a certificate marked "Foreign Share Certificate" is sold or transferred to a non-alien, then such non-alien shall be required to exchange such certificate for a certificate marked "Domestic Share Certificate." If the Board of Directors of the Corporation reasonably determines that a Domestic Share Certificate has been or is to be transferred to or for the account of aliens or their representatives, foreign governments or representatives thereof, or corporations organized under the laws of foreign countries, the Corporation shall issue a new certificate for the shares of Capital Stock transferred to the transferee marked "Foreign Shares Certificate", cancel the old Domestic Share Certificate, and record the transaction upon its books, but only to the extent that after such transfer is complete, the Corporation shall be in compliance with this ARTICLE IX.

Notwithstanding any other provision of this Amended and Restated Certificate of Incorporation, the transfer or conversion of the Corporation's Capital Stock, whether voluntary or involuntary, shall not be permitted, and shall be ineffective, if such transfer or conversion would (i) violate (or would result in violation of) the Communications Act or any of the rules or regulation promulgated thereunder or (ii) require the prior approval of the FCC, unless such prior approval has been obtained.

AMENDED AND RESTATED
BYLAWS
OF
RADIO ONE, INC.
(AS OF MAY 16, 1997)

ARTICLE I - OFFICES

Section 1. Registered Office. The registered office in the State of Delaware shall be at 9 East Loockerman Street, in the City of Dover, County of Kent. The name of the corporation's registered agent at such address shall be National Registered Agents, Inc. The registered office or registered agent of the corporation may be changed from time to time by action of the board of directors on the filing of a certificate or certificates as required by law.

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, beginning in the year 1998, prior to the last day of April. At such meeting, the stockholders shall elect the directors of the corporation and conduct such other business as may come before the meeting. The time and place of the annual meeting shall be determined by the board of directors. Special meetings of the 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. Special meetings of the stockholders may be called by the president or the chairman of the board for any purpose and shall be called by the secretary if directed by the board of directors.

Section 2. Notice. Whenever stockholders are required or permitted to take action at a meeting, written or printed notice of every annual or special meeting of the stockholders, stating the place, date, time, and, in the case of special meetings, the purpose or purposes, of such meeting, shall be given to each stockholder entitled to vote at such meeting not less than l0 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 chairman of the board, the chief executive officer, the president or the secretary, and if mailed, such notice shall be deemed to be delivered when deposited in the United States mail with postage prepaid and addressed to the stockholder at his or her address as it appears on the records of the corporation.

Section 3. Stockholders List. The officer having charge of the stock ledger of the corporation shall make, at least l0 days before every meeting of the stockholders, a complete list arranged in alphabetical order of the stockholders entitled to vote at such meeting, specifying the address of 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 l0 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 4. Quorum. The holders of a majority of the outstanding shares of capital stock entitled to vote thereat, whether 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 a quorum is not present, the holders of the shares present in person or represented by proxy at the meeting and entitled to vote thereat shall have the power, by the affirmative vote of the holders of a majority of such shares, to adjourn the meeting to another time or place. Unless the adjournment is for more than thirty days or unless a new record date is set for the adjourned meeting, no notice of the adjourned meeting need be given to any stockholder, provided that the time and place of the adjourned meeting were announced at the meeting at which the adjournment was taken. At the adjourned meeting, the corporation may transact any business which might have been transacted at the original meeting.

Section 5. Vote Required. When a quorum is present or represented by proxy at any meeting, the vote of the holders of a majority of the shares of capital stock 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 statute or of the certificate of incorporation a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 6. Voting Rights. Except as otherwise provided by the Delaware General Corporation Law or by the certificate of incorporation of the corporation or any amendments thereto and subject to Section 3 of ARTICLE VI hereof, each stockholder shall at every meeting of the stockholders be entitled to one vote in person or by proxy for each share of capital stock held by such

stockholder.

Section 7. 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 or persons to act for him or her by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period.

Section 8. Action by Written Consent. 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 of capital stock 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 books in which proceedings of meetings are recorded. All consents 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 60 days of the earliest date on which any consent is 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 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 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. Number, Election and Term of Office. The board of directors shall be five (5) in number; provided, however, the number of members of the board of directors shall be increased to nine (9) at the election of Investors (as defined in the Preferred Stockholders' Agreement (the "PSA") dated as of May __, 1997 among Radio One, Inc., Radio One Licenses, Inc., and the other parties thereto and the Warrantholders' Agreement (the "WA") dated as of June 6, 1995 among Radio One, Inc., Radio One Licenses, Inc. and the other parties thereto, as amended by the First Amendment to Warrantholders' Agreement dated as of May __, 1997, as applicable) in accordance with, and subject to the terms and conditions of, Section 10 of the PSA or Article VI of the WA, as applicable (an election to increase the size of the board of directors is referred to herein as the "Special Election"). The directors shall be elected at the annual meeting of stockholders, except as provided in Section 3 of this ARTICLE III, and each director elected shall hold office until the next annual meeting of stockholders and until a successor is duly elected and qualified or until his or her death, resignation or removal as hereinafter provided.

Section 2. 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 of stock of the corporation then entitled to vote at an election of directors, except as otherwise provided by statute. Any director may resign at any time upon written notice to the corporation.

Section 3. Vacancies. Vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled only by the holders of a majority of the shares of stock of the corporation then entitled to vote at an election of directors at an annual or special meeting of stockholders, and each director so chosen shall hold office until the next annual meeting of stockholders and until a successor is duly elected and qualified or until his or her earlier death, resignation or removal as hereinafter provided; provided, however, that any vacancy created as a result of the Special Election shall be filled in the manner provided for in Section 10 of the PSA or Article VI of the WA, as applicable, and a director so elected shall continue to serve as a director until the date on which the Special Election is no longer in effect, at which time the number of directors constituting the board of directors of the corporation shall decrease to such number as constituted the whole board of directors of the corporation immediately prior to the exercise of the Special Election.

Section 4. Annual Meetings. The annual meeting of each newly elected board of directors shall be held without other notice than this bylaw immediately after, and at the same place as, the annual meeting of stockholders.

Section 5. 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 chairman, the chief executive officer or the 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 secretary must call a special meeting on the written request of a majority of directors; in like manner on like notice, the secretary must call a special meeting on the written request of Investors holding a majority of the outstanding Preferred Shares (as defined in the PSA); provided that any such request made by such Investors must be called in good faith for a reasonable business purpose.

Section 6. Quorum. 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 7. Committees. The board of directors may, by resolution passed by a majority of the whole board, designate one or more committees. Each committee shall consist of one or more of the directors of the corporation, which, to the extent provided in such resolution and not otherwise limited by statute, shall have and may exercise the powers of the board of directors in the management and affairs of the corporation including without limitation the power to declare a dividend and to authorize the issuance of stock. 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 or committees shall have such name or names 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 directors when required.

Section 8. 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 the resolution of the board of directors designating such committee, but in all cases the presence of at least a majority of the members of such 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 7 of this ARTICLE III, of such committee is/are absent or disqualified, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members 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 9. 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 10. Action by Written Consent. 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 of directors 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 of the board (if the board of directors so deems advisable and elects), a president (who shall perform the functions of the chairman of the board if none be elected), 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. In its discretion, the board of directors may choose not to fill any office for any period as it may deem advisable, except the offices of president and secretary.

Section 2. Election and Term of Office. The officers of the corporation shall be elected annually by the board of directors at the meeting of the board of directors held after each annual meeting of stockholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Vacancies may be filled or new offices created and filled at any meeting of the board of directors. Each officer shall hold office until the next annual meeting of the board of directors and 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 interest 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. A vacancy 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 the fact that he or she is also a director of the corporation.

Section 6. Chairman of the Board. The chairman shall preside at all meetings of the board of directors and all meetings of the stockholders and shall have such other powers and perform such duties as may from time to time be assigned to him by the board of directors.

Section 7. The Chief Executive Officer. The chief executive officer of the corporation shall have such powers and perform such duties as are specified in these bylaws and as may from time to time be assigned to him by the board of directors.

The chief executive officer shall have overall management of the business of the corporation and its subsidiaries and shall see that all orders and resolutions of the boards of directors of the corporation and its subsidiaries are carried into effect. The chief executive officer 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. The chief executive officer shall have general powers of supervision and shall be the final arbitrator of all differences among officers of the corporation and its subsidiaries, and such decision as to any matter affecting the corporation and its subsidiaries subject only to the boards of directors.

Section 8. The President. The president shall have such powers and perform such duties as are specified in these bylaws and as may from time to time be assigned to him by the board of directors.

The president 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. The president 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. The president shall have general powers of supervision and shall be the final arbitrator of all differences between officers of the corporation, and such decision as to any matter affecting the corporation subject only to the board of directors.

Section 9. Vice Presidents. The vice-president, 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, perform the duties and exercise the powers of the president and shall perform such other duties and have such other powers as the board of directors may, from time to time, determine or these bylaws may prescribe.

Section 10. The Secretary and Assistant Secretaries. 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 corporation and the board of directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the board of directors; perform such other duties as may be prescribed by the board of directors or president, under whose supervision he or she shall be; shall have custody of the corporate seal of the corporation and the secretary, 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. 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 may from time to time prescribe.

Section 11. The Treasurer and Assistant 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 belonging to the corporation; 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, taking proper vouchers for such disbursements; and 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. 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 and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

Section 12. Other Officers, Assistant Officers and Agents. Officers, assistant officers and agents, if any, other than those whose duties are provided for in these bylaws, shall have such authority and perform such duties as may from time to time be prescribed by resolution of the board of directors.

ARTICLE V - INDEMNIFICATION OF OFFICERS, DIRECTORS AND OTHERS

Section 1. Right to Indemnification. Each person who was or is made party or is threatened to be made a party to or is otherwise involved (including involvement as a witness) in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she is or was a director or officer of the corporation or, while a director or officer of the corporation, is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter, an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Delaware General Corporation Law ("DGCL"), as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide for broader indemnification rights than permitted as of the date of these bylaws), against all expense, liability and loss (including attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue as to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that except as provided in Section 2 of this ARTICLE V with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such

indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee 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 1 of this ARTICLE V shall be a contract right and shall include the obligation of the corporation to pay the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advance of expenses"); provided, however, that if and to the extent that the board of directors of the corporation requires, an advance of expenses incurred by an indemnitee 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 indemnitee, including, without limitation, service to an employee benefit plan) shall be made only upon delivery to the corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this Section 1 or otherwise. The corporation may, by action of its board of directors, provide indemnification to employees and agents of the corporation with the same or lesser scope and effect as the foregoing indemnification of directors and officers.

Section 2. Procedure for Indemnification. Any indemnification of a director or officer of the corporation or advance of expenses under Section 1 of this ARTICLE V shall be made promptly, and in any event within forty-five days (or, in the case of an advance of expenses, twenty days) upon the written request of the director or officer. If a determination by the corporation that the director or officer is entitled to indemnification pursuant to this ARTICLE V is required, and the corporation fails to respond within sixty days to a written request for indemnity, the corporation shall be deemed to have approved the request. If the corporation denies a written request for indemnification or advance of expenses, in whole or in part, or if payment in full pursuant to such request is not made within forty-five days (or, in the case of an advance of expenses, twenty days), the right to indemnification or advances as granted by this ARTICLE V shall be enforceable by the director or officer in any court of competent jurisdiction. Such person's costs and expenses incurred in connection with successfully establishing his or her right to indemnification, in whole or in part, in any such action shall also be indemnified by the corporation. It shall be a defense to any such action (other than an action brought to enforce a claim for the advance of expenses where the undertaking required pursuant to Section 1 of this ARTICLE V, if any, has been tendered to the corporation) that the claimant has not met the standards of conduct which make it permissible under the DGCL for the corporation to indemnify the claimant for the amount claimed, but the burden of such defense shall be on the corporation. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its 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 DGCL, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its 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. The procedure for indemnification of other employees and agents for whom indemnification is provided pursuant to Section 1 of this ARTICLE V shall be the same procedure set forth in this Section 2 for directors or officers, unless otherwise set forth in the action of the board of directors of the corporation providing for indemnification for such employee or agent.

Section 3. Insurance. The corporation may purchase and maintain insurance on its own behalf and on behalf of any person who is or was a director, officer, employee or agent of the

corporation 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 expense, liability or loss asserted against him or her and incurred by him or her in any such capacity, whether or not the corporation would have the power to indemnify such person against such expenses, liability or loss under the DGCL.

Section 4. Service for Subsidiaries. Any person serving as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture or other enterprise, at least 50% of whose equity interests are owned by the corporation (hereinafter a "subsidiary" for purposes of this ARTICLE V) shall be conclusively presumed to be serving in such capacity at the request of the corporation.

Section 5. Reliance. Persons who after the date of the adoption of these bylaws become or remain directors or officers of the corporation or who, while a director or officer of the corporation, become or remain a director, officer, employee or agent of a subsidiary, shall be conclusively presumed to have relied on the rights to indemnity, advance of expenses and other rights contained in this ARTICLE V in entering into or continuing such service. The rights to indemnification and to the advance of expenses conferred in this ARTICLE V shall apply to claims made against an indemnitee arising out of acts or omissions which occurred or occur both prior and subsequent to the adoption hereof.

Section 6. Non-Exclusivity of Rights. The rights to indemnification and to the advance of expenses conferred in this ARTICLE V shall not be exclusive of any other right which any person may have or hereafter acquire under these bylaws or the corporation's certificate of incorporation or under any statute, agreement, vote of stockholders or disinterested directors or otherwise.

Section 7. Merger or Consolidation. For purposes of this ARTICLE V, references to "the corporation" shall include any constituent corporation (including any constituent of a constituent) absorbed into the corporation in a consolidation or merger which, if its separate existence had 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 V with respect to the resulting or surviving corporation as he or she would have with respect to such constituent corporation if its separate existence had continued.

ARTICLE VI - CERTIFICATES OF STOCK

Section 1. Form. Subject to ARTICLE X of the certificate of incorporation, 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 president or a vice-president, and the secretary or an assistant secretary of the corporation, certifying the number of shares owned by him or her in the corporation. Where a certificate is signed (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 president, vice-president, secretary, or assistant secretary may be facsimile. In case any officer or officers have signed a certificate or certificates, or whose facsimile signature or signatures have been used on certificate or certificates, shall cease to be such officer or officers of the corporation whether because of death, resignation or otherwise before such certificate or certificates have been delivered by the corporation, such certificate or certificates may nevertheless be issued and delivered as though the person or persons who signed such certificate or certificates or whose facsimile signature or signatures have been used on such certificate or certificates had not ceased to be such officer or officers 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. All certificates surrendered to the corporation for transfer shall be cancelled, and no new certificate shall be issued in replacement until the former certificate for a like number of shares shall have been surrendered or cancelled, except as otherwise provided in Section 2 with respect to lost, stolen or destroyed certificates.

Section 2. Lost Certificates. Subject to ARTICLE X of the certificate of incorporation, the board of directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore 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 or certificates, 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 or certificates, or his or her legal representative, to give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 3. Fixing a Record Date. The board of directors may fix in advance a record date for the determination of stockholders entitled to notice of, and to vote at, any meeting of stockholders and any adjournment thereof; stockholders entitled to consent to corporate action in writing without a meeting; stockholders entitled to receive payment of any dividend or other distribution or allotment of rights or entitled to exercise any rights in respect to any change, conversion or exchange of stock; or, for the purpose of any other lawful action, which record date may not precede the date on which the resolution fixing such record date is adopted by the board of directors. The record date for the determination of stockholders entitled to notice of, and to vote at, a meeting of stockholders shall not be more than 60 days nor less than 10 days before the date of such meeting. The record date for the determination of stockholders entitled to consent to corporate action in writing without a meeting shall not be more than 10 days after the date upon which the resolution fixing the record date is adopted by the board of directors. The record date for the determination of stockholders with respect to any other action shall not be more than 60 days before the date of such action. If no record date is fixed: the record date for determining stockholders entitled to notice of, and to vote at, a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; 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 the Delaware General Corporation Law, 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; and, the record date for determining stockholders with respect to any other action shall be the close of business on the day on which the board of directors adopts the resolution relating thereto.

ARTICLE VII - 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 or sums as the directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, equalize dividends, repair or maintain any property of the corporation, or for 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 or officers, agent or agents 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 or officers, or any agent or agents, 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 contained in this section 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 or the vice president, unless the board of directors specifically confers authority to vote with respect thereto 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 upon oath stating the purpose thereof, have the right during the usual hours of 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 bylaws 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 bylaws is or becomes inconsistent with any provision of the certificate of incorporation, the Delaware General Corporation Law or any other applicable law, the provision of these bylaws shall not be given any effect to the extent of such inconsistency but shall otherwise be given full force and effect.

ARTICLE VIII - AMENDMENTS

These bylaws may be amended, altered or repealed and new bylaws adopted at any meeting of the board of directors by a majority vote, provided that the affirmative vote of the holders of a majority of the shares of common stock of the corporation then entitled to vote and of any series or class of preferred stock of the Corporation then outstanding shall be required to adopt any provision inconsistent with, or to amend or repeal any provision of, Section 1 or 3 of ARTICLE III or this ARTICLE VIII. The fact that the power to adopt, amend, alter or repeal the bylaws has been conferred upon the board of directors shall not divest the stockholders of the same powers.

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RADIO ONE, INC.,
Issuer

12% Senior Subordinated Notes Due 2004

INDENTURE

Dated as of May 15, 1997

UNITED STATES TRUST COMPANY OF NEW YORK,
Trustee

==========

CROSS-REFERENCE TABLE

TIA Section		Indenture Section
310(a)(1)	.....	7.10
(a)(2)	.....	7.10
(a)(3)	.....	N.A.
(a)(4)	.....	N.A.
(b)	.....	7.08; 7.10
(c)	.....	N.A.
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312(a)	.....	2.05
(b)	.....	13.03
(c)	.....	13.03
313(a)	.....	7.06
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(d)	.....	7.06
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(c)(2)	.....	13.04
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(f)	.....	4.14
315(a)	.....	7.01
(b)	.....	7.05; 13.02
(c)	.....	7.01
(d)	.....	7.01
(e)	.....	6.11
316(a)(last sentence)	.....	13.06
(a)(1)(A)	.....	6.05
(a)(1)(B)	.....	6.04
(a)(2)	.....	N.A.
(b)	.....	6.07
317(a)(1)	.....	6.08
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N.A. means Not Applicable.

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Note: This Cross-Reference Table shall not, for any purpose, be deemed to be part of the Indenture.

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INDENTURE dated as of May 15, 1997, among RADIO ONE, INC., a Delaware corporation (the "Company"), RADIO ONE LICENSES, INC., as guarantor ("License Sub"), and UNITED STATES TRUST COMPANY OF NEW YORK, a New York trust company (the "Trustee").

Each party agrees as follows for the benefit of the other party and for the equal and ratable benefit of the Holders of the Company's 12% Senior Subordinated Notes Due 2004 (the "Initial Securities") and, if and when issued pursuant to a registered exchange for Initial Securities, the Company's 12% Senior Subordinated Notes Due 2004 (the "Exchange Securities") and, if and when issued pursuant to a private exchange for Initial Securities, the Company's 12% Senior Subordinated Notes Due 2004 (the "Private Exchange Securities", together with the Exchange Securities and the Initial Securities, the "Securities"):

ARTICLE 1
Definitions and Incorporation by Reference

SECTION 1.01. Definitions.

"Accreted Value" means, as of any date (the "Specified Date"), the amount provided below for each $1,000 principal amount of the Securities:

(i) if the Specified Date occurs on one of the following dates (each, a "Semi-Annual Accrual Date"), the Accreted Value will equal the amount set forth below for such Semi-Annual Accrual Date:

Semi-Annual Accrual Date	Accreted Value
November 15, 1997	$894.69
May 15, 1998	913.37
November 15, 1998	933.17
May 15, 1999	954.17
November 15, 1999	976.42
May 15, 2000	1,000.00

(ii) if the Specified Date occurs before the first Semi-Annual Accrual Date, the Accreted Value will equal the sum of (a) the original issue price for each $1,000 principal amount of the Securities and (b) an amount equal to the product of (1) the Accreted Value for the first Semi-Annual Accrual Date less such original issue price, multiplied by (2) a fraction, the numerator of which is the number of days from the Issue Date to the Specified Date, using a 360-day year of 12 30-day

months, and the denominator of which is the number of days elapsed from the Issue Date to the first Semi-Annual Accrual Date, using a 360-day year of twelve 30-day months;

(iii) if the Specified Date occurs between two Semi-Annual Accrual Dates, the Accreted Value will equal the sum of (a) the Accreted Value for the Semi-Annual Accrual Date immediately preceding such Specified Date and (b) an amount equal to the product of (1) the Accreted Value for the immediately following Semi-Annual Accrual Date less the Accreted Value for the immediately preceding Semi-Annual Accrual Date multiplied by (2) a fraction, the numerator of which is the number of days from the immediately preceding Semi-Annual Accrual Date to the Specified Date, using a 360-day year of 12 30-day months, and the denominator of which is 180; or

(iv) if the Specified Date occurs after the last Semi-Annual Accrual Date, the Accreted Value will equal $1,000.

"Acquired Debt" means, with respect to any specified Person, Indebtedness of any other Person existing at the time such other Person merges with or into, or becomes a Subsidiary of, such specified Person, including Indebtedness incurred in connection with, or in contemplation of, such other Person merging with or into, or becoming a Subsidiary of, such specified Person.

"Affiliate" means, with respect to any specified Person, 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 of" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with") 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; provided, however, that beneficial ownership of 10% or more of the voting securities of a Person shall be deemed to be control.

"Agent" means NationsBank of Texas, N.A., in its capacity as agent for the lenders under the Credit Agreement.

"Asset Swap" means the execution of a definitive agreement, subject only to FCC approval and other customary

closing conditions, that the Company in good faith believes will be satisfied, for a substantially concurrent purchase and sale, or exchange, of Broadcast Assets between the Company or any of its Wholly Owned Restricted Subsidiaries and another Person or group of Affiliated Persons; provided that any amendment to or waiver of any closing condition which individually or in the aggregate is material to the Asset Swap shall be deemed to be a new Asset Swap.

"Broadcast Assets" means assets used or useful in the ownership or operation of an AM or FM radio station.

"Broadcast License" means an authorization issued by the FCC for the operation of an AM or FM radio station.

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

"Cash Equivalents" means (i) United States dollars, (ii) securities issued or directly and fully guaranteed or insured by the United States government or any agency or instrumentality thereof having maturities of less than one year from the date of acquisition, (iii) certificates of deposit and eurodollar time deposits with maturities of less than one year from the date of acquisition, bankers' acceptances with maturities of less than one year and overnight bank deposits, in each case with any lender party to the Credit Agreement or with any domestic commercial bank having capital and surplus in excess of $500,000,000 and a Keefe Bank Watch Rating of "B" or better, (iv) repurchase obligations with a term of not more than seven days for underlying securities of the types described in clauses (ii) and (iii) entered into with any financial institution meeting the qualifications specified in clause (iii) immediately above, (v) commercial paper having the highest rating obtainable for Moody's Investors Service, Inc. or Standard & Poor's Ratings Services and in each case maturing within nine months after the date of acquisition and (vi) interests in money market mutual funds which invest solely in assets or securities of the type described in clauses (i)-(v) immediately above.

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

(i) the sale, lease or transfer, in one or a series of related transactions, of all or substantially all of the Company's assets to any Person or group (as

such term is used in Section 13(d)(3) of the Exchange Act) (other than any or all of the Principal Shareholders or their Related Parties);

(ii) the adoption of a plan relating to the liquidation or dissolution of the Company;

(iii) prior to the first Public Equity Offering of the Company, either (x) the Principal Shareholders and their Related Parties cease to be the beneficial owner of at least 35% of the voting power of the voting stock of the Company or (y) any Person or group (as such term is used in Section 13(d)(3) of the Exchange Act) other than the Warrantholders acquires, directly or indirectly, 35% or more of the voting power of the voting stock of the Company by way of merger, consolidation or otherwise;

(iv) following the first Public Equity Offering of the Company, any Person or group (as such term is used in Section 13(d)(3) of the Exchange Act) (other than one or more of the Principal Shareholders and their Related Parties) acquires, directly or indirectly, 35% or more of the voting power of the voting stock of the Company by way of merger or consolidation or otherwise; provided, however, that such acquisition will not constitute a "Change of Control" (x) in the case of a Person or group consisting of the Warrantholders, if and for so long as the Principal Shareholders and Related Parties, individually or collectively, own at least 30% of the voting power of the voting stock of the Company and have the right or ability by voting power, contract or otherwise to elect or designate for electing a majority of the board of directors of the Company, or (y) in the case of any Person or group not including any Warrantholder, unless or until such Person or group owns, directly or indirectly, more of the voting power of the voting stock of the Company than the Principal Shareholders and their Related Parties; or

(v) the Continuing Directors cease for any reason (other than as a result and during the continuance of a default under the Warrant Agreement entitling the Warrantholders to appoint directors) to constitute a majority of the directors of the Company then in office.

For purposes of this definition, any transfer of an Equity Interest of an entity that was formed for the purpose of acquiring voting stock of the Company shall be

deemed to be a transfer of such portion of such voting stock as corresponds to the portion of the equity of such entity that has been so transferred.

"Code" means the Internal Revenue Code of 1986, as amended.

"Company" means the party named as such in this Indenture until a successor replaces it and, thereafter, means the successor and, for purposes of any provision contained herein and required by the TIA, each other obligor on the indenture securities.

"Consolidated Cash Interest Expense" means, with respect to any period, the amount of Consolidated Interest Expense for such period to the extent it represents cash disbursements for such purpose by the Company and its Restricted Subsidiaries during such period.

"Consolidated Interest Expense" means, without duplication, with respect to any period, the sum of (a) the interest expense and all capitalized interest of the Company and its Restricted Subsidiaries for such period, on a consolidated basis, including, without limitation, (i) amortization of debt discount, (ii) the net cost under interest rate contracts (including amortization of debt discount), (iii) the interest portion of any deferred payment obligation and (iv) accrued interest, plus (b) the interest component of any Capital Lease Obligation paid or accrued or scheduled to be paid or accrued by the Company during such period, determined on a consolidated basis in accordance with GAAP; provided, however, that any dividends with respect to the Senior Preferred Stock shall not be considered for purposes of this definition.

"Continuing Director" means any member of the Board of Directors of the Company who (i) is a member of that Board of Directors on the Issue Date or (ii) was nominated for election by either (a) one or more of the Principal Shareholders (or a Related Party thereof) or (b) the Board of Directors a majority of whom were directors at the Issue Date or whose election or nomination for election was previously approved by one or more of the Principal Shareholders or such directors.

"Credit Agreement" means the credit agreement to be entered into between the Company and NationsBank of Texas, N.A. individually, as a lender, and as agent for the lenders from time to time party thereto.

"Debt to EBITDA Ratio" means, with respect to any date, the ratio of (a) the aggregate principal amount of all outstanding Indebtedness of the Company (excluding Hedging Obligations, including interest rate swap obligations, that are incurred in the ordinary course of business for the purpose of fixing or hedging interest rate risk with respect to any floating rate Indebtedness which Indebtedness is permitted by the terms of the Indenture to be outstanding) and its Restricted Subsidiaries as of such date on a consolidated basis, plus the aggregate liquidation preference or redemption amount of all outstanding Disqualified Stock of the Company and its Restricted Subsidiaries as of such date (excluding any such Disqualified Stock held by the Company of a Wholly Owned Restricted Subsidiary), to (b) EBITDA of the Company and its Restricted Subsidiaries on a consolidated basis for the four most recent full fiscal quarters ending immediately prior to such date, determined on a pro forma basis after giving effect to each acquisition or disposition of assets made by the Company and its Restricted Subsidiaries from the beginning of such four-quarter period through such date as if such acquisition or disposition had occurred at the beginning of such four-quarter period.

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

"Designated Senior Debt" means (i) the Senior Bank Debt and (ii) any Senior Debt of the Company and the Subsidiary Guarantors permitted under the Indenture, the principal amount (or accreted value in the case of Indebtedness issued at a discount) of which is $10 million or more at the time of designation by the Company (or otherwise available under a committed facility) or a Subsidiary Guarantor, as the case may be, in a written instrument delivered to the Trustee.

"Disposition" means, with respect to any Person, any merger, consolidation or other business combination involving such Person (whether or not such Person is the Surviving Person) or the sale, assignment, transfer, lease, conveyance or other disposition of all or substantially all of such Person's assets.

"Disqualified Stock" means any Equity Interest that, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder

thereof (other than upon a Change of Control of the Company in circumstances where the holders of the Securities would have similar rights), in whole or in part on or prior to one year after the stated maturity of the Securities. The amount of Disqualified Stock shall be the greater of the liquidation preference or mandatory or optional redemption price thereof.

"EBITDA" of a specified Person means, for any period, the consolidated net income of such specified Person and its Restricted Subsidiaries for such period:

(a) plus (without duplication and to the extent involved in computing such consolidated net income) (i) interest expense, (ii) provision for taxes on income or profits and (iii) depreciation and amortization and other non-cash items (including amortization of goodwill and other intangibles and barter expenses); and

(b) minus (without duplication and to the extent involved in computing such consolidated net income) (i) any gains (or plus losses), together with any related provision for taxes on such gains (or losses), realized in connection with any sale of assets (including, without limitation, dispositions pursuant to sale and leaseback transactions), (ii) any non-cash or extraordinary gains (or plus losses), together with any related provision for taxes on such extraordinary gains (or losses), (iii) the amount of any cash payments related to non-cash charges that were added back in determining EBITDA in any prior period and (iv) barter revenues,

provided, however, that

(1) the net income of any other Person that is accounted for by the equity method of accounting shall be included only to the extent of the amount of dividends or distributions paid in cash to such specified Person whose EBITDA is being determined or a Wholly Owned Restricted Subsidiary thereof;

(2) the net income of any other Person that is a Restricted Subsidiary (other than a Wholly Owned Restricted Subsidiary) or is an Unrestricted Subsidiary shall be included only to the extent of the amount of dividends or distributions paid in cash to such specified Person whose EBITDA is being determined or a Wholly Owned Restricted Subsidiary thereof; provided that for purposes of Section 4.05 only, any such

dividend or distribution shall be excluded to the extent it has already been included under clause (a)(3)(D) thereof;

(3) the net income (loss) of any other Person acquired after the Issue Date in a pooling of interests transaction for any period prior to the date of such acquisition shall be excluded (to the extent otherwise included); and

(4) gains or losses from sales of assets other than sales of assets acquired and held for resale in the ordinary course of business shall be excluded (to the extent otherwise included).

All of the foregoing will determined in accordance with GAAP.

"Equity Interests" of any Person means any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated) equity of such Person, including any Preferred Stock, but excluding any debt securities convertible into such equity, and including, in the case of a partnership, partnership interests (whether general or limited) and 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, such partnership.

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

"Existing Indebtedness" means any outstanding Indebtedness of the Company and its Restricted Subsidiaries as of the Issue Date, including the Securities.

"Fair Market Value" means, with respect to any asset or property, the sale value that would be obtained in an arm's-length transaction between an informed and willing seller under no compulsion to sell and an informed and willing buyer under no compulsion to buy. All determinations in the covenants of Fair Market Value shall be made by the Board of Directors of the Company and shall be evidenced by a resolution of such Board set forth in an Officers' Certificate delivered to the Trustee, upon which the Trustee may conclusively rely.

"FCC" means the Federal Communications Commission and any successor agency.

"GAAP" means generally accepted accounting principles in the United States of America as in effect as of the Issue Date, including those set forth in (i) the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants, (ii) statements and pronouncements of the Financial Accounting Standards Board, (iii) such other statements by such other entity as approved by a significant segment of the accounting profession and (iv) the rules and regulations of the SEC governing the inclusion of financial statements (including pro forma financial statements) in periodic reports required to be filed pursuant to Section 13 of the Exchange Act, including opinions and pronouncements in staff accounting bulletins and similar written statements from the accounting staff of the SEC.

"Hedging Obligations" means, with respect to any Person, the Obligations of such Person under (i) interest rate swap agreements, interest rate cap agreements and interest rate collar agreements, and (ii) other agreements or arrangements designed to protect such Persons against fluctuations in interest rates.

"Holder" or "Securityholder" means the Person in whose name a Security is registered on the Registrar's books.

"Immediate Family Member" means, with respect to any individual, such individual's spouse (past or current), descendants (natural or adoptive, of the whole or half blood) of the parents of such individual, such individual's grandparents and parents (natural or adoptive), and the grandparents, parents and descendants of parents (natural or adoptive, of the whole or half blood) of such individual's spouse (past or current).

"Incur" means issue, assume, Guarantee, incur or otherwise become liable for; provided, however, that any Indebtedness or Equity Interests of a Person existing at the time such Person becomes a Subsidiary (whether by merger, consolidation, acquisition or otherwise) shall be deemed to be incurred by such Subsidiary at the time it becomes a Subsidiary. The term "Incurrence" when used as a noun shall have a correlative meaning. The accretion of principal of a non-interest bearing or other discount security shall not be deemed the Incurrence of Indebtedness.

"Indebtedness" means, with respect to any Person, whether or not contingent, (i) all indebtedness of such Person for borrowed money or for the deferred purchase price of property or services (other than current trade

liabilities incurred in the ordinary course of business and payable in accordance with customary practices) or which is evidenced by a note, bond, debenture or similar instrument, (ii) all Capital Lease Obligations of such Person, (iii) all obligations of such Person in respect of letters of credit or bankers' acceptances issued or created for the account of such Person, (iv) all Hedging Obligations of such Person, (v) all liabilities of the type referred to in clause (i), (ii) or (iii) immediately above which are secured by any Lien on any property owned by such Person even if such Person has not assumed or otherwise become liable for the payment thereof to the extent of the value of the property subject to such Lien, and (vi) to the extent not otherwise included, any guarantee by such Person of any other Person's indebtedness or other obligations described in clauses (i) through (v) above; provided, however, in no event shall Senior Preferred Stock (including any and all accrued dividends thereon) be considered "Indebtedness."

"Indenture" means this Indenture as amended or supplemented from time to time.

"Investment" in any Person means any direct or indirect advance, loan (other than advances to customers in the ordinary course of business that are recorded as accounts receivable on the balance sheet of the lender) or other extension of credit (including by way of Guarantee or similar arrangement) or capital contribution to (by means of any transfer of cash or other property to others or any payment for property or services for the account or use of others), or any purchase or acquisition of Capital Stock, Indebtedness or other similar instruments issued by such Person. For purposes of the definition of "Unrestricted Subsidiary", the definition of "Restricted Payment" and Section 4.05, (i) "Investment" shall include the portion (proportionate to the Company's equity interest in such Subsidiary) of the fair market value of the net assets of any Subsidiary of the Company at the time that such Subsidiary is designated an Unrestricted Subsidiary; provided, however, that upon a redesignation of such Subsidiary as a Restricted Subsidiary, the Company shall be deemed to continue to have a permanent "Investment" in an Unrestricted Subsidiary equal to an amount (if positive) equal to (x) the Company's "Investment" in such Subsidiary at the time of such redesignation less (y) the portion (proportionate to the Company's equity interest in such Subsidiary) of the fair market value of the net assets of such Subsidiary at the time of such redesignation; and (ii) any property transferred to or from an Unrestricted Subsidiary shall be valued at its fair market value at the

time of such transfer, in each case as determined in good faith by the Board of Directors.

"Issue Date" means the date on which the Securities are originally issued.

"License Subsidiary" means Radio One Licenses, Inc., a Delaware corporation and a wholly owned subsidiary of the Company.

"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 any asset and any filing of, or agreement to give, any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction).

"Net Cash Proceeds", with respect to any issuance or sale of Equity Interests, means the cash proceeds of such issuance or sale net of attorneys' fees, accountants' fees, underwriters' or placement agents' fees, discounts or commissions and brokerage, consultant and other fees actually incurred in connection with such issuance or sale and net of taxes paid or payable as a result thereof.

"Net Proceeds" means, with respect to any Asset Sale by any Person, the aggregate cash proceeds received by such Person in respect of such Asset Sale, which amount is equal to the excess, if any, of:

(i) the cash received by such Person (including any cash payments received by way of deferred payment pursuant to, or monetization of, a note or installment receivable or otherwise, but only as and when received) in connection with such Asset Sale, over

(ii) the sum of

(a) the amount of any Indebtedness including any premium thereon and fees and expenses associated therewith which is required to be repaid by such Person in connection with such Asset Sale, plus

(b) the out-of-pocket expenses (1) incurred by such Person in connection with such Asset Sale, and (2) if such Person is a Restricted Subsidiary,

incurred in connection with the transfer of such amount to the parent company or entity of such Person, plus

(c) provision for taxes, including income taxes, attributable to the Asset Sale or attributable to required prepayments or repayments of Indebtedness with the proceeds of such Asset Sale, plus

(d) a reasonable reserve for the after-tax costs of any indemnification payments (fixed or contingent) attributable to the seller's indemnities to the purchaser in respect of such Asset Sale undertaken by the Company or any of its Restricted Subsidiaries in connection with such Asset Sale.

"Obligations" means any principal, interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities payable under the documentation governing any Indebtedness.

"Offer to Purchase" means a written offer (an "Offer") sent by the Company to each Holder at his address appearing in the Note Register on the date of the Offer offering to purchase in cash up to the principal amount of the Securities specified in such Offer at a purchase price equal to 101% of the Accreted Value of the Securities plus accrued and unpaid interest, if any. Unless otherwise required by applicable law, the Offer shall specify an expiration date ("Expiration Date") of the Offer to Purchase which shall be, subject to any contrary requirements of applicable law, not less than 30 days nor more than 60 days after the date of such Offer and a settlement date ("Purchase Date") for purchase of Securities within five Business Days after the Expiration Date. The Company shall notify the Trustee at least 15 Business Days (or such shorter period as is acceptable to the Trustee) prior to the mailing of the Offer of the Company's obligation to make an Offer to Purchase, and the Offer shall be sent by first class mail by the Company or, at the Company's request and expense, by the Trustee in the name and at the expense of the Company. The Offer shall contain information concerning the business of the Company and its Subsidiaries which the Company in good faith believes will enable such Holders to make an informed decision with respect to the Offer to Purchase (which at a minimum will include (i) the most recent annual and quarterly financial statements and "Management's Discussion and Analysis of Financial Condition and Results of Operations" contained in the documents

required to be filed with the Trustee pursuant to Section 4.02 (which requirements may be satisfied by delivery of such documents together with the Offer), (ii) a description of material developments in the Company's business subsequent to the date of the latest of such financial statements referred to in clause (i) (including a description of the events requiring the Company to make the Offer to Purchase), (iii) if applicable, appropriate pro forma financial information concerning the Offer to Purchase and the events requiring the Company to make the Offer to Purchase and (iv) any other information required by applicable law to be included therein. The Offer shall contain all instructions and materials necessary to enable such Holders to tender Securities pursuant to the Offer to Purchase. The Offer shall also state:

(1) the Section of the Indenture pursuant to which the Offer to Purchase is being made;

(2) the Expiration Date and the Purchase Date;

(3) the aggregate Accreted Value of the outstanding Securities offered to be purchased by the Company (the "Purchase Amount") and the aggregate principal amount of the outstanding Securities offered to be purchased by the Company pursuant to the Offer to Purchase (including, if less than 100% of the principal amount, the manner by which such has been determined pursuant to the Section hereof requiring the Offer to Purchase);

(4) the purchase price to be paid by the Company (the "Purchase Price") for each $1,000 aggregate principal amount of Securities accepted for payment (as specified pursuant to the Indenture);

(5) that the Holder may tender all or any portion of the Securities registered in the name of such Holder and that any portion of a Note tendered must be tendered in an integral multiple of $1,000 principal amount;

(6) the place or places where Securities are to be surrendered for tender pursuant to the Offer to Purchase;

(7) that interest on any Security not tendered or tendered but not purchased by the Company pursuant to the Offer to Purchase will continue to accrue;

(8) that on the Purchase Date the Purchase Price will become due and payable upon each Security being accepted for payment pursuant to the Offer to Purchase and that interest thereon shall cease to accrue on and after the Purchase Date;

(9) that each Holder electing to tender a Note pursuant to the Offer to Purchase will be required to surrender such Security at the place or places specified in the Offer prior to the close of business on the Expiration Date (such Security being, if the Company or the Trustee so requires, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Trustee duly executed by, the Holder thereof or his attorney duly authorized in writing);

(10) that Holders will be entitled to withdraw all or any portion of Securities tendered if the Company (or the Paying Agent) receives, not later than the close of business on the Expiration Date, a telegram, telex, facsimile transmission or letter setting forth the name of the Holder, the principal amount of the Security that the Holder tendered, the certificate number of the Security that the Holder tendered and a statement that such Holder is withdrawing all or a portion of his tender;

(11) that (a) if Securities in an aggregate Accreted Value less than or equal to the Purchase Amount are duly tendered and not withdrawn pursuant to the Offer to Purchase, the Company shall purchase all such Securities and (b) if Securities in an aggregate Accreted Value in excess of the Purchase Amount are tendered and not withdrawn pursuant to the Offer to Purchase, the Company shall purchase Securities having an aggregate Accreted Value equal to the Purchase Amount on a pro rata basis (with such adjustments as may be deemed appropriate so that only Securities in denominations of $1,000 principal amount or integral multiples thereof shall be purchased); and

(12) that in the case of any Holder whose Security is purchased only in part, the Company shall execute, and the Trustee shall authenticate and deliver to the Holder of such Security without service charge, a new Security or Securities, of any authorized denomination as requested by such Holder, in an aggregate principal amount equal to and in exchange for the unpurchased portion of the Security so tendered.

Any Offer to Purchase will be governed by and effected in accordance with the Offer for such Offer to Purchase.

"Officer" means the Chairman of the Board, the President, any Vice President, the Treasurer or the Secretary of the Company.

"Officers' Certificate" means a certificate signed by two Officers, one of whom shall be the principal executive financial or accounting officer of the Company.

"Opinion of Counsel" means a written opinion from legal counsel who is acceptable to the Trustee. The counsel may be an employee of or counsel to the Company or the Trustee.

"Permitted Investment" means:

(i) any Investment in the Company or any Wholly Owned Restricted Subsidiary:

(ii) any Investment in Cash Equivalents;

(iii) any Investment in a Person if, as a result of such Investment, (a) such Person becomes a Wholly Owned Restricted Subsidiary of the Company, or (b) such Person either (1) is merged, consolidated or amalgamated with or into the Company or one of its Wholly Owned Restricted Subsidiaries and the Company or such Wholly Owned Restricted Subsidiary is the Surviving Person or the Surviving Person becomes a Wholly Owned Restricted Subsidiary, or (2) transfers or conveys all or substantially all of its assets to, or is liquidated into, the Company or one of its Wholly Owned Restricted Subsidiaries;

(iv) any Investment in accounts and notes receivable acquired in the ordinary course of business;

(v) notes from employees issued to the Company representing payment of the exercise price of options to purchase capital stock of the Company; and

(vi) Investments in Unrestricted Subsidiaries represented by Equity Interests (other than Disqualified Stock) or assets and property acquired in exchange for Equity Interests (other than Disqualified Stock) of the Company.

Any Investment in an Unrestricted Subsidiary shall not be a Permitted Investment unless permitted pursuant to any of clauses (i) through (vi) above.

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

"Preferred Stock", as applied to the Equity Interests of any Person, means Equity Interests of any class or classes (however designated) that is preferred as to the payment of dividends or distributions, or as to the distribution of assets upon any voluntary or involuntary liquidation or dissolution of such Person, over Equity Interests of any other class of such Person.

"principal" of a Security means the principal of the Security plus the premium, if any, payable on the Security which is due or overdue or is to become due at the relevant time.

"Principal Shareholders" means Catherine L. Hughes and Alfred C. Liggins, III and their respective estates, executors and heirs.

"Public Equity Offering" means an underwritten primary public offering of common stock of the Company pursuant to an effective registration statement under the Securities Act.

"Purchase Money Indebtedness" means Indebtedness of the Company and its Restricted Subsidiaries incurred in connection with the purchase of property or assets for the business of the Company and its Restricted Subsidiaries.

"Purchase Money Lien" means any Lien securing solely Purchase Money Indebtedness.

"Refinancing Indebtedness" means (i) Indebtedness of the Company or any Restricted Subsidiary incurred or given in exchange for, or the proceeds of which are used to extend, refinance, renew, replace, substitute, defease or refund, any other Indebtedness or Disqualified Stock incurred by the Company in accordance with the terms of this Indenture, and (ii) Indebtedness of any Restricted Subsidiary incurred or given in exchange for, or the proceeds of which are used to extend, refinance, renew, replace, substitute, defease or refund, any other Indebtedness or Disqualified Stock of the Company or any

Restricted Subsidiary in accordance with the terms of this Indenture.

"Registration Rights Agreement" means the Registration Rights Agreement dated May 14, 1997, among the Company, License Subsidiary, Credit Suisse First Boston and NationsBank Capital Markets, Inc.

"Related Party" with respect to any Principal Shareholder means (i) any 80% (or more) owned Subsidiary or Immediate Family Member (in the case of an individual) of such Principal Shareholder or (ii) any Person, the beneficiaries, stockholders, partners, owners or Persons beneficially holding an 80% or more controlling interest of which consist of such Principal Shareholder or an Immediate Family Member, or (iii) any Person employed by the Company in a management capacity as of the Issue Date.

"Representative" means any Vice President or other more senior officer of the Agent in respect of the Senior Bank Debt, or any trustee, agent or representative (if any) for any other issue of Senior Indebtedness of the Company.

"Restricted Payment" with respect to any Person means (i) the declaration or payment of any dividends or any other distributions of any sort in respect of its Equity Interests (including any payment in connection with any merger or consolidation involving such Person) or similar payment to the direct or indirect holders of its Equity Interests (other than distributions payable solely in its Equity Interests (other than Disqualified Stock) and dividends or distributions payable solely to the Company or a Restricted Subsidiary, and other than pro rata dividends or other distributions made by a Subsidiary that is not a Wholly Owned Restricted Subsidiary to minority stockholders (or owners of an equivalent interest in the case of a Subsidiary that is an entity other than a corporation)), (ii) the purchase, redemption or other acquisition or retirement for value of any Equity Interests of the Company held by any Person or of any Equity Interests of a Restricted Subsidiary held by any Affiliate of the Company (other than a Restricted Subsidiary), including the exercise of any option to exchange any Equity Interests (other than its Equity Interests of the Company that is not Disqualified Stock), (iii) the purchase, repurchase, redemption, defeasance or other acquisition or retirement for value, prior to scheduled maturity, scheduled repayment or scheduled sinking fund payment of any Subordinated Debt (other than the purchase, repurchase or other acquisition of Subordinated Debt purchased in anticipation of satisfying a sinking fund obligation, principal installment or final

maturity, in each case due within one year of the date acquisition) or (iv) the making of any Investment in any Person (other than a Permitted Investment).

"Restricted Subsidiary" means any Subsidiary of the Company that is not an Unrestricted Subsidiary.

"SEC" means the Securities and Exchange Commission.

"Secured Debt" means any Indebtedness of the Company secured by a Lien.

"Securities" means the Securities issued under this Indenture.

"Senior Bank Debt" means the Indebtedness Incurred pursuant to the Credit Agreement and any other agreement that replaces the Credit Agreement or otherwise refunds or refinances any or all of the indebtedness thereunder.

"Senior Debt":

(i) with respect to the Company, the principal of and interest (including post-petition interest whether or not allowed as a claim) on, and all other amounts owing in respect of Indebtedness permitted to be incurred by the Company under the terms of this Indenture, including the Credit Agreement, (including but not limited to reasonable fees and expenses of counsel and all other charges, fees and expenses incurred in connection with such Indebtedness), whether presently outstanding or hereafter created, incurred or assumed, unless the instrument creating or evidencing such Indebtedness or pursuant to which such Indebtedness is outstanding expressly provides that such Indebtedness is on a parity with or subordinated in right of payment to the Securities; and

(ii) with respect to any Subsidiary Guarantor, the principal of and interest (including postpetition interest whether or not allowed as a claim) on, and all other amounts owing in respect of Indebtedness permitted to be incurred by such Subsidiary Guarantor under the terms of this Indenture, including the Credit Agreement, (including but not limited to reasonable fees and expenses of counsel and all other charges, fees and expenses incurred in connection with such Indebtedness), whether presently outstanding or hereafter created, incurred or assumed, unless the instrument created or evidencing such Indebtedness or

pursuant to which such Indebtedness is outstanding expressly provides that such Indebtedness is on a parity with or subordinated in right of payment to the Subsidiary Guarantee of such Subsidiary Guarantor.

Notwithstanding the foregoing, Senior Debt shall not include (A) any Indebtedness consisting of Disqualified Stock, (B) any liability for federal, state, local, or other taxes, (C) any Indebtedness among or between the Company, any Restricted Subsidiary or any of their Affiliates, (D) any trade payables and any Indebtedness to trade creditors (other than amounts accrued thereon) incurred for the purchase of goods or materials, or for services obtained, in the ordinary course of business or any Obligations to trade creditors in respect of any such Indebtedness, or (E) any Indebtedness that is incurred in violation of this Indenture.

"Senior Preferred Stock" means the Company's Series A 15% Cumulative Redeemable Preferred Stock issued on the Issue Date.

"Senior Subordinated Indebtedness" means (i) with respect to the Company, the Securities and any other Indebtedness of the Company that specifically provides that such Indebtedness is to rank pari passu with the Securities in right of payment and is not subordinated by its terms in right of payment to any Indebtedness or other obligation of the Company which is not Senior Debt of the Company and (ii) with respect to a Subsidiary Guarantor, its Guarantee of the Securities and any other Indebtedness of such Subsidiary Guarantor that specifically provides that such Indebtedness is to rank pari passu with such Guarantee in right of payment and is not subordinated by its terms in right of payment to any Indebtedness or other obligations of such Subsidiary Guarantor which is not Senior Debt of such Subsidiary Guarantor.

"Significant Subsidiary" means any Restricted Subsidiary that would be a "Significant Subsidiary" of the Company within the meaning of Rule 1-02 under Regulation S-X promulgated by the SEC.

"Subordinated Debt" means any Indebtedness of the Company or a Subsidiary Guarantor if the instrument creating or evidencing such Indebtedness or pursuant to which such Indebtedness is outstanding expressly provides that such Indebtedness is (i) if incurred by the Company, subordinated in right of payment to the Securities, or (ii) if incurred by a Subsidiary Guarantor, subordinated in right of payment to the Subsidiary Guarantee of such Subsidiary Guarantor.

"Subsidiary" means, with respect to any Person, any corporation, association or other business entity of which more than 50% of the total voting power of all Voting Equity Interests entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees or other governing body thereof is at the time owned or controlled by such Person (regardless of whether such Equity Interests are owned directly or through one or more other Subsidiaries of such Person or a combination thereof).

"Subsidiary Guarantee" means the guarantee by a Subsidiary Guarantor of the Company's obligations with respect to the Securities contained in Article 11 hereof.

"Subsidiary Guarantors" means License Subsidiary and each other Subsidiary of the Company that, pursuant to the terms hereof, executes a supplemental indenture in a form reasonably satisfactory to the Trustee and thereby becomes bound under Article 11 hereof.

"Surviving Person" means, with respect to any Person involved in or that makes any Disposition, the Person formed by or surviving such Disposition or the Person to which such Disposition is made.

"TIA" means the Trust Indenture Act of 1939 (15 U.S.C. ss.ss. 77aaa-77bbbb) as in effect on the date of this Indenture, except as otherwise provided in Section 9.03.

"Trustee" means the party named as such in this Indenture until a successor replaces it and, thereafter, means the successor.

"Trust Officer" means the Chairman of the Board, the President or any other officer or assistant officer of the Trustee assigned by the Trustee to administer its corporate trust matters and with respect to the Senior Bank Debt as notified to the Agent in writing from time to time by the Trustee.

"Uniform Commercial Code" means the New York Uniform Commercial Code as in effect from time to time.

"Unrestricted Subsidiary" means (i) any Subsidiary of the Company that at the time of determination shall be an Unrestricted Subsidiary (as designated by the Board of Directors of the Company, as provided below) and (ii) any direct or indirect Subsidiary of an Unrestricted Subsidiary. The Board of Directors of the Company may designate any Subsidiary of the Company (including any newly acquired or

newly formed Subsidiary) to be an Unrestricted Subsidiary if all of the following conditions apply: (a) neither the Company nor any of its Restricted Subsidiaries provides credit support for any Indebtedness of such Subsidiary (including any undertaking, agreement or instrument evidencing such Indebtedness) other than capital contributions or other Restricted Payments permitted under Section 4.05, (b) such Subsidiary is not liable, directly or indirectly, with respect to any Indebtedness other than Unrestricted Subsidiary Indebtedness, (c) such Unrestricted Subsidiary is not a party to any agreement, contract, arrangement or understanding at such time with the Company or any Restricted Subsidiary of the Company except for transactions with affiliates permitted by the terms of this Indenture unless the terms of any such agreement, contract, arrangement or understanding are no less favorable to the Company or such Restricted Subsidiary than those that might be obtained at the time from Persons who are not Affiliates of the Company (the "Third Party Value") or, in the event such condition is not satisfied, an amount equal to the value of the portion of such agreement, contract, arrangement or understanding to such Subsidiary in excess of the Third Party Value shall be deemed a Restricted Payment, and (d) such Unrestricted Subsidiary does not own any Equity Interest in or Indebtedness of any Subsidiary of the Company that has not theretofore been and is not simultaneously being designated an Unrestricted Subsidiary. Any such designation by the Board of Directors of the Company shall be evidenced to the Trustee by filing with the Trustee of a board resolution giving effect to such designation and an Officers' Certificate certifying that such designation complies with the foregoing conditions. The Board of Directors of the Company may designate any Unrestricted Subsidiary as a Restricted Subsidiary; provided, however, that (i) immediately after giving effect to such designation, the Company could incur $1.00 of additional Indebtedness pursuant to Section 4.03(a) and (ii) all Indebtedness of such Unrestricted Subsidiary shall be deemed to be incurred on the date such Subsidiary is designated a Restricted Subsidiary.

"Unrestricted Subsidiary Indebtedness" of any Unrestricted Subsidiary means Indebtedness of such Unrestricted Subsidiary (other than a guarantee of Indebtedness of the Company or any Restricted Subsidiary which is non-recourse to the Company and its Restricted Subsidiaries) (i) as to which neither the Company nor any Restricted Subsidiary is directly or indirectly liable (by virtue of the Company or any such Restricted Subsidiary being the primary obligor on, guarantor of, or otherwise liable in any respect to, such Indebtedness) and (ii) which,

upon the occurrence of a default with respect thereto, does not result in, or permit any holder of any Indebtedness of the Company or any Restricted Subsidiary to declare, a default on such Indebtedness of the Company or any Restricted Subsidiary or cause the payment thereof to be accelerated or payable prior to its stated maturity.

"U.S. Government Obligations" means direct obligations (or certificates representing an ownership interest in such obligations) of the United States of America (including any agency or instrumentality thereof) for the payment of which the full faith and credit of the United States of America is pledged and which are not callable or redeemable at the issuer's option.

"Voting Equity Interest" of a Person means all classes of Equity Interest or other interests (including partnership interests) of such Person then outstanding and normally entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof.

"Warrant Agreement" means the Warrantholders' Agreement dated as of June 6, 1995, as amended from time to time, among the Company, the Principal Shareholders, Jerry Moore and the Warrantholders.

"Warrantholders" means the holders of warrants issued pursuant to the Warrant Agreement and, in the case of any such holders, shares of Common Stock issued in exchange therefor.

"Weighted Average Life to Maturity" means, when applied to any Indebtedness at any date, the number of years obtained by dividing (i) the sum of the products obtained by multiplying (a) the amount of each then remaining installment, sinking fund, serial maturity or other required scheduled payment of principal, including payment at final maturity, in respect thereof, 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 (ii) the then outstanding aggregate principal amount of such Indebtedness.

"Wholly Owned Restricted Subsidiary" means any Restricted Subsidiary all of the outstanding Voting Equity Interests (other than directors' qualifying shares) of which are owned, directly or indirectly, by the Company or a Surviving Person of any Disposition involving the Company, as the case may be.

SECTION 1.02. Other Definitions.

Term	Defined in Section
"Affiliate Transaction"	4.08
"Asset Sale"	4.07
"Bankruptcy Law"	6.01
"Blockage Notice"	10.03
"covenant defeasance option"	8.01(b)
"Custodian"	6.01
"Event of Default"	6.01
"legal defeasance option"	8.01(b)
"Legal Holiday"	13.08
"pay the Securities"	10.03
"Paying Agent"	2.03
"Payment Blockage Period"	10.03
"Registrar"	2.03
"Successor Company"	5.01

SECTION 1.03. Incorporation by Reference of Trust Indenture Act. This Indenture is subject to the mandatory provisions of the TIA which are incorporated by reference in and made a part of this Indenture. The following TIA terms have the following meanings:

"Commission" means the SEC;

"indenture securities" means the Securities;

"indenture security holder" means a Securityholder;

"indenture to be qualified" means this Indenture;

"indenture trustee" or "institutional trustee" means the Trustee; and

"obligor" on the indenture securities means the Company and any other obligor on the indenture securities.

All other TIA terms used in this Indenture that are defined by the TIA, defined by TIA reference to another statute or defined by SEC rule have the meanings assigned to them by such definitions.

SECTION 1.04. Rules of Construction. Unless the context otherwise requires:

(1) a term has the meaning assigned to it;

(2) an accounting term not otherwise defined has the meaning assigned to it in accordance with GAAP;

(3) "or" is not exclusive;

(4) "including" means including without limitation;

(5) words in the singular include the plural and words in the plural include the singular;

(6) unsecured Indebtedness shall not be deemed to be subordinate or junior to Secured Debt merely by virtue of its nature as unsecured Indebtedness;

(7) the principal amount of any noninterest bearing or other discount security at any date shall be the principal amount thereof that would be shown on a balance sheet of the issuer dated such date prepared in accordance with GAAP;

(8) the principal amount of any Preferred Stock shall be (i) the maximum liquidation value of such Preferred Stock or (ii) the maximum mandatory redemption or mandatory repurchase price with respect to such Preferred Stock, whichever is greater; and

(9) all references to the date the Securities were originally issued shall refer to the date the Initial Securities were originally issued.

ARTICLE 2

The Securities

SECTION 2.01. Form and Dating. Provisions relating to the Initial Securities, the Private Exchange Securities and the Exchange Securities are set forth in the Rule 144A/Regulation S Appendix attached hereto (the "Appendix") which is hereby incorporated in and expressly made part of this Indenture. The Initial Securities and the Trustee's certificate of authentication shall be substantially in the form of Exhibit 1 to the Appendix which is hereby incorporated in and expressly made a part of this Indenture. The Exchange Securities, the Private Exchange

Securities and the Trustee's certificate of authentication shall be substantially in the form of Exhibit A, which is hereby incorporated in and expressly made a part of this Indenture. The Securities may have notations, legends or endorsements required by law, stock exchange rule, agreements to which the Company is subject, if any, or usage (provided that any such notation, legend or endorsement is in a form acceptable to the Company). Each Security shall be dated the date of its authentication. The terms of the Securities set forth in the Appendix and Exhibit A are part of the terms of this Indenture.

SECTION 2.02. Execution and Authentication. Two Officers shall sign the Securities for the Company by manual or facsimile signature. The Company's seal shall be impressed, affixed, imprinted or reproduced on the Securities and may be in facsimile form.

If an Officer whose signature is on a Security no longer holds that office at the time the Trustee authenticates the Security, the Security shall be valid nevertheless.

A Security shall not be valid until an authorized signatory of the Trustee manually signs the certificate of authentication on the Security. The signature shall be conclusive evidence that the Security has been authenticated under this Indenture.

The Trustee shall authenticate and deliver Securities for original issue in an aggregate principal amount of $85,478,000, upon a written order of the Company signed by two Officers or by an Officer and either an Assistant Treasurer or an Assistant Secretary of the Company. Such order shall specify the amount of the Securities to be authenticated and the date on which the original issue of Securities is to be authenticated.

The Trustee may appoint an authenticating agent reasonably acceptable to the Company to authenticate the Securities. Unless limited by the terms of such appointment, an authenticating agent may authenticate Securities whenever the Trustee may do so. Each reference in this Indenture to authentication by the Trustee includes authentication by such agent. An authenticating agent has the same rights as any Registrar, Paying Agent or agent for service of notices and demands.

SECTION 2.03. Registrar and Paying Agent. The Company shall maintain an office or agency where Securities may be presented for registration of transfer or for

exchange (the "Registrar") and an office or agency where Securities may be presented for payment (the "Paying Agent"). The Registrar shall keep a register of the Securities and of their transfer and exchange. The Company may have one or more co-registrars and one or more additional paying agents. The term "Paying Agent" includes any additional paying agent.

The Company shall enter into an appropriate agency agreement with any Registrar, Paying Agent or co-registrar not a party to this Indenture, which shall incorporate the terms of the TIA. The agreement shall implement the provisions of this Indenture that relate to such agent. The Company shall notify the Trustee of the name and address of any such agent. If the Company fails to maintain a Registrar or Paying Agent, the Trustee shall act as such and shall be entitled to appropriate compensation therefor pursuant to Section 7.07. The Company or any of its domestically incorporated Wholly Owned Subsidiaries may act as Paying Agent, Registrar, co-registrar or transfer agent.

The Company initially appoints the Trustee as Registrar and Paying Agent in connection with the Securities.

SECTION 2.04. Paying Agent To Hold Money in Trust. Prior to each due date of the principal and interest on any Security, the Company shall deposit with the Paying Agent a sum sufficient to pay such principal and interest when so becoming due. The Company shall require each Paying Agent (other than the Trustee) to agree in writing that the Paying Agent shall hold in trust for the benefit of Securityholders or the Trustee all money held by the Paying Agent for the payment of principal of or interest on the Securities and shall notify the Trustee of any default by the Company in making any such payment. If the Company or a Subsidiary acts as Paying Agent, it shall segregate the money held by it as Paying Agent and hold it as a separate trust fund. The Company at any time may require a Paying Agent to pay all money held by it to the Trustee and to account for any funds disbursed by the Paying Agent. Upon complying with this Section, the Paying Agent shall have no further liability for the money delivered to the Trustee.

Any money deposited with any Paying Agent, or then held by the Company or a Subsidiary in trust for the payment of principal or interest on any Security and remaining unclaimed for two years after such principal and interest has become due and payable shall be paid to the Company at its request, or, if then held by the Company or a Subsidiary, shall be discharged from such trust; and the

Securityholders shall thereafter, as unsecured general creditors, look only to the Company for payment thereof, and all liability of the Paying Agent with respect to such money, and all liability of the Company or such Subsidiary as trustee thereof, shall thereupon cease.

SECTION 2.05. Securityholder Lists. The Trustee shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of Securityholders. If the Trustee is not the Registrar, the Company shall furnish to the Trustee, in writing at least five Business Days before each interest payment date and at such other times as the Trustee may request in writing, a list in such form and as of such date as the Trustee may reasonably require of the names and addresses of Securityholders.

SECTION 2.06. Transfer and Exchange. The Securities shall be issued in registered form and shall be transferable only upon the surrender of a Security for registration of transfer. When a Security is presented to the Registrar or a co-registrar with a request to register a transfer, the Registrar shall register the transfer as requested if the requirements of Section 8-401(1) of the Uniform Commercial Code are met. When Securities are presented to the Registrar or a co-registrar with a request to exchange them for an equal principal amount of Securities of other denominations, the Registrar shall make the exchange as requested if the same requirements are met. To permit registration of transfers and exchanges, the Company shall execute and the Trustee shall authenticate Securities at the Registrar's or co-registrar's request. The Company may require payment of a sum sufficient to pay all taxes, assessments or other governmental charges in connection with any transfer or exchange pursuant to this Section. The Company shall not be required to make and the Registrar need not register transfers or exchanges of Securities selected for redemption (except, in the case of Securities to be redeemed in part, the portion thereof not to be redeemed) or any Securities for a period of 15 days before a selection of Securities to be redeemed or 15 days before an interest payment date.

Prior to the due presentation for registration of transfer of any Security, the Company, the Trustee, the Paying Agent, the Registrar or any co-registrar may deem and treat the person in whose name a Security is registered as the absolute owner of such Security for the purpose of receiving payment of principal of and interest on such Security and for all other purposes whatsoever, whether or not such Security is overdue, and none of the Company, the

Trustee, the Paying Agent, the Registrar or any co-registrar shall be affected by notice to the contrary.

All Securities issued upon any transfer or exchange pursuant to the terms of this Indenture will evidence the same debt and will be entitled to the same benefits under this Indenture as the Securities surrendered upon such transfer or exchange.

SECTION 2.07. Replacement Securities. If a mutilated Security is surrendered to the Registrar or if the Holder of a Security claims that the Security has been lost, destroyed or wrongfully taken, the Company shall issue and the Trustee shall authenticate a replacement Security if the requirements of Section 8-405 of the Uniform Commercial Code are met and the Holder satisfies any other reasonable requirements of the Trustee. If required by the Trustee or the Company, such Holder shall furnish an indemnity bond sufficient in the judgment of the Company and the Trustee to protect the Company, the Trustee, the Paying Agent, the Registrar and any co-registrar from any loss which any of them may suffer if a Security is replaced. The Company and the Trustee may charge the Holder for their expenses in replacing a Security. In the event any such mutilated, lost, destroyed or wrongfully taken Security has become or is about to become due and payable, the Company in its discretion may pay such Security instead of issuing a new Security in replacement thereof.

Every replacement Security is an additional obligation of the Company.

SECTION 2.08. Outstanding Securities. Securities outstanding at any time are all Securities authenticated by the Trustee except for those canceled by it, those delivered to it for cancelation and those described in this Section as not outstanding. A Security does not cease to be outstanding because the Company or an Affiliate of the Company holds the Security.

If a Security is replaced pursuant to Section 2.07, it ceases to be outstanding unless the Trustee and the Company receive proof satisfactory to them that the replaced Security is held by a bona fide purchaser; provided, however, that the rights of the Company under Section 8-405 of the Uniform Commercial Code shall not be diminished in any way.

If the Paying Agent segregates and holds in trust, in accordance with this Indenture, on a redemption date or maturity date money sufficient to pay all principal and

interest payable on that date with respect to the Securities (or portions thereof) to be redeemed or maturing, as the case may be, and the Paying Agent is not prohibited from paying such money to the Securityholders on that date pursuant to the terms of this Indenture, then on and after that date such Securities (or portions thereof) cease to be outstanding and interest on them ceases to accrue.

SECTION 2.09. Temporary Securities. Until definitive Securities are ready for delivery, the Company may prepare and the Trustee shall authenticate temporary Securities. Temporary Securities shall be substantially in the form of definitive Securities but may have variations that the Company considers appropriate for temporary Securities. Without unreasonable delay, the Company shall prepare and the Trustee shall authenticate definitive Securities and deliver them in exchange for temporary Securities.

SECTION 2.10 Cancelation. The Company at any time may deliver Securities to the Trustee for cancelation. The Registrar and the Paying Agent shall forward to the Trustee any Securities surrendered to them for registration of transfer, exchange or payment. The Trustee and no one else shall cancel and destroy (subject to the record retention requirements of the Exchange Act) all Securities surrendered for registration of transfer, exchange, payment or cancelation and deliver a certificate of such destruction to the Company unless the Company directs the Trustee to deliver canceled Securities to the Company. The Company may not issue new Securities to replace Securities it has redeemed, paid or delivered to the Trustee for cancelation.

SECTION 2.11. Defaulted Interest. If the Company defaults in a payment of interest on the Securities, the Company shall pay defaulted interest (plus interest on such defaulted interest to the extent lawful) in any lawful manner. The Company may pay the defaulted interest to the persons who are Securityholders on a subsequent special record date. The Company shall fix or cause to be fixed any such special record date and payment date to the reasonable satisfaction of the Trustee and shall promptly mail to each Securityholder a notice that states the special record date, the payment date and the amount of defaulted interest to be paid.

SECTION 2.12. CUSIP Numbers. The Company in issuing the Securities may use "CUSIP" numbers (if then generally in use) and, if so, the Trustee shall use "CUSIP" numbers in notices of redemption as a convenience to Holders; provided, however, that any such notice may state

that no representation is made as to the correctness of such numbers either as printed on the Securities or as contained in any notice of a redemption and that reliance may be placed only on the other identification numbers printed on the Securities, and any such redemption shall not be affected by any defect in or omission of such numbers.

ARTICLE 3

Redemption

SECTION 3.01. Notices to Trustee. If the Company elects to redeem Securities pursuant to paragraph 5 of the Securities, it shall notify the Trustee in writing of the redemption date, the principal amount of Securities to be redeemed and the paragraph of the Securities pursuant to which the redemption will occur.

The Company shall give each notice to the Trustee provided for in this Section at least 60 days before the redemption date unless the Trustee consents to a shorter period. Such notice shall be accompanied by an Officers' Certificate and an Opinion of Counsel from the Company to the effect that such redemption will comply with the conditions herein.

If fewer than all the Securities are to be redeemed, the record date relating to such redemption shall be selected by the Company and given to the Trustee, which record date shall be not less than 15 days after the date of notice to the Trustee (unless a shorter period shall be acceptable to the Trustee). Any such notice may be canceled by notice in writing to the Trustee at any time prior to notice of such redemption being mailed to any Holder and shall thereby be void and of no effect.

SECTION 3.02. Selection of Securities To Be Redeemed. If fewer than all the Securities are to be redeemed, the Trustee shall select the Securities to be redeemed pro rata or by lot or by a method that complies with applicable legal and securities exchange requirements, if any, and that the Trustee in its sole discretion shall deem to be fair and appropriate and in accordance with methods generally used at the time of selection by fiduciaries in similar circumstances. The Trustee shall make the selection from outstanding Securities not previously called for redemption. The Trustee may select for redemption portions of the principal of Securities that have denominations larger than $1,000. Securities and portions of them the Trustee selects shall be in amounts of

$1,000 or a whole multiple of $1,000. Provisions of this Indenture that apply to Securities called for redemption also apply to portions of Securities called for redemption. The Trustee shall notify the Company promptly of the Securities or portions of Securities to be redeemed.

SECTION 3.03. Notice of Redemption. At least 30 days but not more than 60 days before a date for redemption of Securities, the Company shall mail, or cause to be mailed, a notice of redemption by first-class mail to each Holder of Securities to be redeemed at such Holder's registered address.

The notice shall identify the Securities to be redeemed and shall state:

(1) the redemption date;

(2) the redemption price;

(3) the name and address of the Paying Agent;

(4) that Securities called for redemption must be surrendered to the Paying Agent to collect the redemption price;

(5) if fewer than all the outstanding Securities are to be redeemed, the identification and principal amounts of the particular Securities to be redeemed;

(6) that, unless the Company defaults in making such redemption payment or the Paying Agent is prohibited from making such payment pursuant to the terms of this Indenture, interest on Securities (or portion thereof) called for redemption ceases to accrue on and after the redemption date;

(7) the CUSIP number, if any, printed on the Securities being redeemed; provided, however, that no representation is made as to the correctness or accuracy of the CUSIP number, if any, listed in such notice or printed on the Securities; and

(8) that if a Security is to be redeemed in part, only the portion of the principal amount (equal to $1,000 or an integral multiple thereof) of such Security is to be redeemed and that a new Security in the aggregate principal amount equal to the unredeemed portion thereof will be issued without charge to the holder.

At the Company's request, the Trustee shall give the notice of redemption in the Company's name and at the Company's expense. In such event, the Company shall provide the Trustee with the information required by this Section.

SECTION 3.04. Effect of Notice of Redemption. Once notice of redemption is mailed, Securities called for redemption become due and payable on the redemption date and at the redemption price stated in the notice. Upon surrender to the Paying Agent, such Securities shall be paid at the redemption price stated in the notice, plus accrued interest to the redemption date (subject to the right of Holders of record on the relevant record date to receive interest due on the related interest payment date that is on or prior to the redemption date). Failure to give notice or any defect in the notice to any Holder shall not affect the validity of the notice to any other Holder.

SECTION 3.05. Deposit of Redemption Price. Prior to the redemption date, the Company shall deposit with the Paying Agent (or, if the Company or a Subsidiary is the Paying Agent, shall segregate and hold in trust) money sufficient to pay the redemption price of and accrued interest on all Securities to be redeemed on that date other than Securities or portions of Securities called for redemption which have been delivered by the Company to the Trustee for cancelation.

SECTION 3.06. Securities Redeemed in Part. Upon surrender of a Security that is redeemed in part, the Company shall execute and the Trustee shall authenticate for the Holder (at the Company's expense) a new Security equal in principal amount to the unredeemed portion of the Security surrendered.

ARTICLE 4

Covenants

SECTION 4.01. Payment of Securities. The Company shall promptly pay the principal of and interest on the Securities on the dates and in the manner provided in the Securities and in this Indenture. Principal and interest shall be considered paid on the date due if on such date the Trustee or the Paying Agent holds in accordance with this Indenture money sufficient to pay all principal and interest then due and the Trustee or the Paying Agent, as the case may be, is not prohibited from paying such money to the Securityholders on that date pursuant to the terms of this Indenture.

The Company shall pay interest on overdue principal at the rate specified therefor in the Securities, and it shall pay interest on overdue installments of interest at the same rate to the extent lawful.

SECTION 4.02. SEC Reports. Notwithstanding that the Company may not be subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, commencing the first fiscal quarter ended June 30, 1997, the Company shall file with the SEC and provide the Trustee and Securityholders with such annual reports and such information, documents and other reports as are specified in Sections 13 and 15(d) of the Exchange Act and applicable to a U.S. corporation subject to such Sections, such information, documents and reports to be so filed and provided at the times specified for the filing of such information, documents and reports under such Sections. The Company also shall comply with the other provisions of TIA ss. 314(a).

SECTION 4.03. Limitation on Incurrence of Indebtedness and Issuance of Preferred Stock. (a) The Company shall not, and shall not permit any of its Restricted Subsidiaries to, Incur any Indebtedness (including Acquired Debt) or issue any Preferred Stock, except that the Company may (i) issue Preferred Stock that is not Disqualified Stock at any time and (ii) Incur Indebtedness or issue Disqualified Stock if the Debt to EBITDA Ratio of the Company and its Restricted Subsidiaries at the time of Incurrence of such Indebtedness or issuance of such Disqualified Stock, after giving pro forma effect thereto, does not exceed 7.0 to 1.0; provided, however, that any such Indebtedness (other than Senior Debt) Incurred by the Company shall, at the time of Incurrence, have a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of the Securities.

(b) The limitations set forth in paragraph (a) above shall not apply to the Incurrence of any of the following:

(i) Indebtedness consisting of Senior Bank Debt; provided, however, that the aggregate principal amount outstanding at any time under this clause (i) does not exceed $10,000,000;

(ii) Existing Indebtedness;

(iii) Indebtedness represented by the Securities and the Subsidiary Guarantees;

(iv) Refinancing Indebtedness; provided, however, that

(A) the principal amount of such Refinancing Indebtedness does not exceed the principal amount of Indebtedness or the amount of Disqualified Stock so extended, refinanced, renewed, replaced, substituted, defeased or refunded (plus the amount of expenses incurred and premiums paid in connection therewith),

(B) with respect to Refinancing Indebtedness of any Indebtedness other than Senior Debt or Disqualified Stock, the Refinancing Indebtedness 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, substituted, defeased or refunded, and

(C) with respect to Refinancing Indebtedness of any Indebtedness other than Senior Debt or Disqualified Stock incurred by (1) the Company, such Refinancing Indebtedness ranks no more senior, and at least as subordinated, in right of payment to the Securities as the Indebtedness being extended, refinanced, renewed, replaced, substituted, defeased or refunded and (2) a Subsidiary Guarantor, such Refinancing Indebtedness ranks no more senior, and at least as subordinated, in right of payment to the Subsidiary Guarantee of such Subsidiary Guarantor as the Indebtedness being extended, refinanced, renewed, replaced, substituted, defeased or refunded;

(v) intercompany Indebtedness between the Company and any of its Wholly Owned Restricted Subsidiaries;

(vi) Hedging Obligations, including interest rate swap obligations, that are incurred in the ordinary course of business for the purpose of fixing or hedging interest rate risk with respect to any floating rate Indebtedness that is permitted by the terms of this Indenture to be outstanding;

(vii) guarantees by the Company and the Subsidiary Guarantors of any Indebtedness of the Company or any Restricted Subsidiary permitted under this Section 4.03;

(viii) Indebtedness of the Company or any Restricted Subsidiary consisting of indemnification, adjustment of purchase price or similar obligations, in each case incurred in connection with the disposition of any assets of the Company or any Restricted Subsidiary; and

(ix) Indebtedness of the Company or any of its Restricted Subsidiaries (in addition to Indebtedness permitted by clauses (ii) through (viii) of this Section) in an aggregate principal amount at any time outstanding that, together with any Indebtedness incurred pursuant to clause (i) of this Section, does not exceed $5,000,000.

(c) For purposes of determining compliance with this Section 4.03, (i) in the event that an item of Indebtedness meets the criteria of more than one of the types of Indebtedness described herein, the Company, in its sole discretion, will classify such item of Indebtedness and only be required to include the amount and type of such Indebtedness in one of the above clauses and (ii) an item of Indebtedness may be divided and classified in more than one of the types of Indebtedness described herein.

SECTION 4.04. Limitation on Senior Subordinated Debt. (a) The Company shall not Incur (i) any Indebtedness that is subordinate or junior in ranking in right of payment by its terms to any Senior Debt of the Company and senior in right of payment by its terms to the Securities or (ii) any Secured Debt that is not Senior Debt unless contemporaneously therewith effective provision is made to secure the Securities equally and ratably with such Secured Debt for so long as such Secured Debt is secured by a Lien.

(b) The Company shall not permit any Subsidiary Guarantor to Incur (i) any Indebtedness that is subordinated or junior in ranking in right of payment by its terms to any Senior Debt and senior in right of payment to its Subsidiary Guarantee or (ii) any Secured Debt that is not Senior Debt unless contemporaneously therewith effective provision is made to secure its Subsidiary Guarantee equally and ratably with such Secured Debt for so long as such Secured Debt is secured by a Lien.

SECTION 4.05. Limitation on Restricted Payments. (a) The Company shall not, and shall not permit any Restricted Subsidiary, directly or indirectly, to make a

Restricted Payment if at the time the Company or such Restricted Subsidiary makes such Restricted Payment:

(1) a Default shall have occurred and be continuing (or would result therefrom);

(2) 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, the Company would not be permitted to Incur at least $1.00 of additional Indebtedness under Section 4.03(a); or

(3) the aggregate amount of such Restricted Payment and all other Restricted Payments since the Issue Date would exceed the sum of:

(A) an amount equal to the Company's EBITDA cumulated from April 1, 1997, to the end of the Company's most recently ended full fiscal quarter, taken as a single accounting period, minus 1.4 times the sum of (i) the Company's Consolidated Interest Expense from April 1, 1997, to the end of the Company's most recently ended full fiscal quarter, taken as a single accounting period, plus (ii) all dividends or other distributions paid or made by the Company or any Restricted Subsidiary on any Disqualified Stock of the Company or any of its Subsidiaries during such period;

(B) the aggregate Net Cash Proceeds received by the Company from the issuance or sale of its Equity Interests (other than Disqualified Stock) subsequent to the Issue Date (other than an issuance or sale to a Subsidiary of the Company and other than an issuance or sale to an employee stock ownership plan or to a trust established by the Company or any of its Subsidiaries for the benefit of their employees);

(C) the amount by which Indebtedness of the Company is reduced on the Company's balance sheet upon the conversion or exchange (other than by a Subsidiary of the Company) subsequent to the Issue Date of any Indebtedness of the Company convertible or exchangeable for Equity Interests (other than Disqualified Stock) of the Company (less the amount of any cash, or the fair value of any other property, distributed by the Company upon such conversion or exchange other than Equity

Interests not constituting Disqualified Stock); and

(D) an amount equal to the sum of (i) the net reduction in Investments in Unrestricted Subsidiaries resulting from dividends, repayments of loans or advances or other transfers of assets, in each case to the Company or any Restricted Subsidiary from Unrestricted Subsidiaries, and (ii) the portion (proportionate to the Company's equity interest in such Subsidiary) of the fair market value of the net assets of an Unrestricted Subsidiary at the time such Unrestricted Subsidiary is designated a Restricted Subsidiary; provided, however, that the foregoing sum shall not exceed, in the case of any Unrestricted Subsidiary, the amount of Investments previously made (and treated as a Restricted Payment) by the Company or any Restricted Subsidiary in such Unrestricted Subsidiary.

(b) The provisions of paragraph (a) above shall not prohibit:

(i) any Restricted Payment made out of the proceeds of the substantially concurrent sale of, and any acquisition of any Equity Interest of the Company made by exchange for, Equity Interests of the Company (other than Disqualified Stock and Capital Stock issued or sold to a Subsidiary of the Company or to an employee stock ownership plan or a trust established by the Company or any of its Subsidiaries for the benefit of their employees); provided, however, that (A) such Restricted Payment shall be excluded in the calculation of the amount of Restricted Payments and (B) the Net Cash Proceeds from such sale shall be excluded from the calculation of amounts under clause (3)(B) of paragraph (a) above;

(ii) any purchase, repurchase, redemption, defeasance or other acquisition or retirement for value of Subordinated Debt made by exchange for, or out of the proceeds of the substantially concurrent sale of, Indebtedness of the Company that is permitted to be Incurred pursuant to Section 4.03; provided, however, that such purchase, repurchase, redemption, defeasance or other acquisition or retirement for value shall be excluded in the calculation of the amount of Restricted Payments;

(iii) dividends paid within 60 days after the date of declaration thereof if at such date of declaration such dividend would have complied with paragraph (a) above; provided, however, that (A) at the time of payment of such dividend, no Default shall have occurred and be continuing (or result therefrom) and (B) such dividend shall be included in the calculation of the amount of Restricted Payments from and after such time;

(iv) loans to members of management of the Company or any Restricted Subsidiary the proceeds of which are used for a concurrent purchase of Equity Interests of the Company or a capital contribution to the Company (provided that the proceeds from such purchase of Equity Interests or capital contribution shall be excluded from the calculation of amounts under clause (3)(B) of paragraph (a) above); provided, however, that such loans shall be included in the calculation of the amount of Restricted Payments from and after such time;

(v) any principal payment on, or purchase, redemption, defeasance or other acquisition or retirement for value of, any Indebtedness that is subordinated by its terms to the Securities out of Excess Proceeds available for general corporate purposes after the purchase of all Securities properly tendered pursuant to an Offer to Purchase required by Section 4.07; provided, however, that the amount of such payments shall be excluded in the calculation of the amount of Restricted Payments; and

(vi) repurchases of Equity Interests of the Company from any employee of the Company (other than a Principal Shareholder) whose employment with the Company has ceased; provided, however, that the aggregate amount of such repurchases shall not exceed $500,000 in any year; provided further, however, that the amount of such payments shall be included in the calculation of the amount of Restricted Payments from and after such time.

SECTION 4.06. Limitation on Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries. The Company shall not, and shall not permit any Restricted Subsidiary to, directly or indirectly, create or otherwise cause or suffer to exist or become effective any encumbrance or restriction on the ability of any Restricted Subsidiary to (a) (i) pay dividends or make any other distributions to the Company or any other Restricted Subsidiary (A) on its

Equity Interests or (B) with respect to any other interest or participation in, or measured by, its profits or (ii) pay any Indebtedness owed to the Company or any other Restricted Subsidiary, (b) make any loans or advances to the Company or any other Restricted Subsidiary or (c) transfer any of its property or assets to the Company or any other Restricted Subsidiary, except any encumbrance or restriction existing under or by reason of:

(i) any Existing Indebtedness;

(ii) applicable law;

(iii) any instrument governing Indebtedness or Equity Interests of a Person acquired by the Company or any Restricted Subsidiary as in effect at the time of such acquisition (except to the extent such Indebtedness was incurred in connection with or in contemplation of such acquisition); provided, however, that (A) such restriction is not applicable to any other Person or the properties or assets of any other Person, and (B) the consolidated net income (loss) of such acquired Person for any period prior to such acquisition shall not be taken into account in determining whether such acquisition was permitted by the terms of the Indenture;

(iv) by reason of customary nonassignment provisions in leases entered into in the ordinary course of business and consistent with past practices;

(v) Purchase Money Indebtedness for property acquired in the ordinary course of business that only impose restrictions on the property so acquired;

(vi) Refinancing Indebtedness permitted under Section 4.03; provided, however, that the restrictions contained in the agreements governing such Refinancing Indebtedness are no more restrictive in the aggregate than those contained in the agreements governing the Indebtedness being refinanced immediately prior to such refinancing;

(vii) the Credit Agreement;

(viii) agreements relating to the financing of the acquisition of real or tangible personal property acquired after the date of the Indenture, provided that such encumbrance or restriction relates only to the property that is acquired and, in the case of any

encumbrance or restriction that constitutes a Lien, such Lien constitutes a Purchase Money Lien; or

(ix) any restriction or encumbrance contained in contracts for sale of assets in respect of the assets being sold pursuant to such contract.

SECTION 4.07. Limitation on Certain Asset Sales. The Company shall not, and shall not permit any Restricted Subsidiary to:

(i) sell, lease, convey or otherwise dispose of any assets (including by way of a sale-and-leaseback) other than in the ordinary course of business, or

(ii) issue or sell Equity Interests of any of its Restricted Subsidiaries,

in each case, whether in a single transaction or a series of related transactions, to any Person (other than (x) an issuance, sale, lease, conveyance or disposal by a Restricted Subsidiary to the Company or one of its Wholly Owned Restricted Subsidiaries, (y) an Asset Swap permitted by Section 4.11 or (z) the sale of the stock of any Unrestricted Subsidiary) (each of the foregoing, an "Asset Sale"), unless: (x) the Company or such Restricted Subsidiary, as the case may be, receives consideration at the time of such Asset Sale at least equal to the Fair Market Value of the assets or Equity Interests sold or otherwise disposed of, (y) at least 80% of such consideration is in the form of cash or Cash Equivalents and (z) if such Asset Sale includes Equity Interests of any Restricted Subsidiary, 100% of the Equity Interests of such Restricted Subsidiary owned by the Company or any other Restricted Subsidiary are sold or otherwise disposed of in such Asset Sale. Following any Asset Sale, the Company may at its option apply all or any portion of the Net Proceeds from such Asset Sale, within 360 days of such Asset Sale, (A) to permanently reduce or satisfy any Senior Debt (and, in the event that such Senior Debt is extended under a revolving credit or similar facility, to permanently reduce or satisfy the aggregate commitments thereunder as then in effect) or (B) to acquire Broadcast Assets. Pending the final application of any such Net Proceeds, the Company may temporarily reduce Senior Debt or invest such Net Proceeds in Permitted Investments or to reduce loans outstanding under any revolving credit facility of the Company or any Restricted Subsidiary. Any Net Proceeds from an Asset Sale not applied to the payment of Senior Debt or the acquisition of Broadcast Assets as provided in the immediately preceding sentence, upon expiration such 360-day period, will be

deemed to constitute "Excess Proceeds". Whenever aggregate Excess Proceeds realized since the Issue Date minus the aggregate purchase price of the Securities that have been the subject of any previous Offer to Purchase ("Net Excess Proceeds") exceeds $5,000,000, the Company will commence an Offer to Purchase within 30 days after the date on which the Net Excess Proceeds exceeded $5,000,000. Such Offer to Purchase shall be for a principal amount of Notes then outstanding having an aggregate purchase price equal to such Net Excess Proceeds. Notwithstanding the foregoing provisions of this Section 4.07, the Company and the Restricted Subsidiaries shall not be required to apply any Net Proceeds in accordance with this Section 4.07 except to the extent that the aggregate Net Proceeds from all Asset Sales which are not applied in accordance with this Section 4.07 exceeds $1,000,000.

For the purposes of this Section 4.07, the following are deemed to be cash: (x) the assumption of Senior Debt of the Company or any Restricted Subsidiary and the release of the Company or such Restricted Subsidiary from all liability on such Senior Debt in connection with such Asset Sale (other than customary indemnification provisions relating thereto that do not involve the repayment of funded indebtedness) and (y) securities received by the Company or any Restricted Subsidiary from the transferee that are promptly converted by the Company or such Restricted Subsidiary into cash.

SECTION 4.08. Transactions with Affiliates. (a) The Company shall not, and shall not permit any Restricted Subsidiary to, directly or indirectly, sell, lease, transfer or otherwise dispose of any of its properties or assets to, or purchase any property or assets from, or enter into any contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, any Affiliate of the Company or any Restricted Subsidiary (each of the foregoing, an "Affiliate Transaction"), unless (i) such Affiliate Transaction is on terms that are no less favorable to the Company or the relevant Restricted Subsidiary than those that would have been obtained in a comparable transaction by the Company or such Restricted Subsidiary with a non-Affiliated Person, (ii) such Affiliate Transaction is approved by a majority of the disinterested members of the Company's Board of Directors and (iii) the Company delivers to the Trustee (A) with respect to any Affiliate Transaction involving aggregate payments in excess of $1,000,000, an Officers' Certificate certifying that such Affiliate Transaction complies with clauses (i) and (ii) above and (B) with respect to any Affiliate Transaction (or series of related transactions) with an aggregate value in

excess of $5,000,000, an opinion from a nationally recognized investment bank to the effect that the transaction is fair to the Company or the Restricted Subsidiary, as the case may be, from a financial point of view.

(b) The provisions of paragraph (a) above shall not prohibit:

(i) employment arrangements (including customary benefits thereunder) entered into by the Company or any of its Restricted Subsidiaries in the ordinary course of business and consistent with the past practice of the Company or such Restricted Subsidiary;

(ii) transactions solely between or among the Company and its Wholly Owned Restricted Subsidiaries or solely between or among wholly Owned Restricted Subsidiaries;

(iii) transactions permitted under Section 4.05;

(iv) any agreement as in effect on the Issue Date or any amendment thereto or any transaction contemplated thereby (including pursuant to any amendment thereto) and any replacement agreement thereto so long as any such amendment or replacement agreement is not more disadvantageous to the holders of the Securities in any material respect than the original agreement as in effect on the Issue Date;

(v) the existence of, or the performance by the Company or any of its Restricted Subsidiaries of its obligations under the terms of, any stockholders agreement (including any registration rights agreement or purchase agreement related thereto) to which it is a party on the Issue Date;

(vi) services provided to any Unrestricted Subsidiary of the Company for fees approved by the Board of Directors; and

(vii) the issuance, sale or other disposition of any Equity Interest (other than Disqualified Stock) of the Company, including any equity-related agreements relating thereto such as registration rights and voting agreements so long as such agreements do not result in such Equity Interests being Disqualified Stock.

SECTION 4.09. Limitation on Restricted Subsidiary Equity Interests. The Company shall not permit any

Restricted Subsidiary to issue any Equity Interests, except (a) Equity Interests issued to and held by the Company or a Wholly Owned Restricted Subsidiary, and (b) Equity Interests issued by a Person prior to the time (i) such Person becomes a Restricted Subsidiary, (ii) such Person merges with or into a Restricted Subsidiary or (iii) a Restricted Subsidiary mergers with or into such Person; provided, however, that such Equity Interests were not issued or incurred by such Person in anticipation of the type of transaction contemplated by subclause (i), (ii) or (iii).

SECTION 4.10. Change of Control. Upon the occurrence of a Change of Control, the Company shall commence an Offer to Purchase all the outstanding Securities. The Company shall comply, to the extent applicable, with the requirements of Section 14(e) of the Exchange Act and any other securities laws or regulations in connection with an Offer to Purchase Notes pursuant to this Section 4.10. To the extent the provisions of any securities laws or regulations conflict with the provisions of this Section 4.10, the Company shall comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations under this Section 4.10 by virtue thereof.

SECTION 4.11. Limitation on Asset Swaps. The Company shall not, and shall not permit any Restricted Subsidiary to, engage in any Asset Swaps, unless:

(i) at the time of entering into the agreement relating to the proposed Asset Swap and immediately after such Asset Swap, no Default or Event of Default shall have occurred and be continuing;

(ii) at the time of entering into the agreement relating to the proposed Asset Swap and after giving pro forma effect to such Asset Swap as if it had occurred at the beginning of the applicable four-quarter period, the Company would be permitted to incur at least $1.00 of additional Indebtedness under Section 4.03(a);

(iii) after giving pro forma effect to the proposed Asset Swap as if such Asset Swap had occurred at the beginning of the four most recent full fiscal quarters ending immediately prior to the date of the proposed Asset Swap, the ratio of (A) EBITDA of the Company and its Restricted Subsidiaries on a consolidated basis for such four-quarter period to (B) the Consolidated Cash Interest Expense of the Company and its Restricted

Subsidiaries for such four-quarter period exceeds 1.2 to 1.0; and

(iv) the respective Fair Market Values of the assets being purchased and sold by the Company or any of its Restricted Subsidiaries are substantially the same at the time of entering into such agreement.

SECTION 4.12. Future Subsidiary Guarantors. The Company shall (a) cause each Person that, after the Issue Date, becomes a Wholly Owned Restricted Subsidiary of the Company to execute and deliver a supplemental indenture and thereby become a Subsidiary Guarantor bound by the Subsidiary Guarantee of the Securities set forth in Article 11 hereof (without such Subsidiary Guarantor being required to execute and deliver its Subsidiary Guarantee endorsed on the Securities) and (b) deliver to the Trustee an Opinion of Counsel, in form and substance reasonably satisfactory to the Trustee, that the Subsidiary Guarantee of such Subsidiary Guarantor is a valid and legally binding obligation of such Subsidiary Guarantor.

SECTION 4.13. Compliance Certificate. The Company shall deliver to the Trustee within 120 days after the end of each fiscal year an Officers' Certificate stating that in the course of the performance by the signers of their duties as Officers of the Company they would normally have knowledge of any Default and whether or not the signers know of any Default that occurred during such fiscal year. If they do, the certificate shall describe the Default or Event of Default, its status and what action the Company is taking or proposes to take with respect thereto. The Company also shall comply with TIA ss. 314(a)(4).

SECTION 4.14. Further Instruments and Acts. Upon request of the Trustee, the Company will execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper to carry out more effectively the purpose of this Indenture.

SECTION 4.15. Ratings for Notes. Following the filing with the SEC of the Company's first Annual Report on Form 10-K after the Issue Date, the Company shall use its reasonable best efforts to obtain, by June 30, 1998, the publication of ratings for the Securities from Moody's Investors Service, Inc. and from Standard and Poor's Ratings Group (or any successor to either of them) or, in the event that either of such entities at such time no longer publishes ratings for long-term debt securities, then any other nationally recognized statistical rating organization (as defined in Rule 436 under the Securities Act).

ARTICLE 5

Successor Company

SECTION 5.01. When Company May Merge or Transfer Assets. (a) The Company shall not consolidate or merge with or into (whether or not the Company is the Surviving Person), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its properties or assets in one or more related transactions, to another Person, unless:

(i) the Surviving Person shall be a corporation organized or existing under the laws of the United States, any state thereof or the District of Columbia;

(ii) the Surviving Person (if other than the Company) shall expressly assume all the obligations of the Company under the Securities and this Indenture pursuant to a supplemental indenture in a form reasonably satisfactory to the Trustee;

(iii) at the time of and immediately after such Disposition, no Default shall have occurred and be continuing;

(iv) the Surviving Person shall, at the time of such Disposition and after giving pro forma effect thereto, be permitted to incur at least $1.00 of additional Indebtedness pursuant to Section 4.03(a); and

(v) the Company shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that such consolidation, merger or transfer and such supplemental indenture (if any) comply with this Indenture.

The Surviving Person (if other than the Company) shall be the successor to the Company and shall succeed to, and be substituted for, and may exercise every right and power of, the Company under this Indenture, but the predecessor Company in the case of a sale, assignment, transfer, lease or conveyance shall not be released from the obligation to pay the principal of and interest on the Securities.

(b) In the event of a sale of all or substantially all of the assets of any Subsidiary Guarantor or all of the Equity Interests of any Subsidiary Guarantor, by way of

merger, consolidation or otherwise, then the Surviving Person of any such merger or consolidation, or such Subsidiary Guarantor, if all of its Equity Interests are sold, shall be released and relieved of any and all obligations under the Subsidiary Guarantee of such Subsidiary Guarantor if:

(i) the Person surviving such merger or consolidation or acquiring the Equity Interest of such Subsidiary Guarantor is not a Restricted Subsidiary of the Company;

(ii) the Net Proceeds from such sale are applied as described under Section 4.07; and

(iii) such Subsidiary Guarantor is released from its guarantees of other Indebtedness of the Company or any Restricted Subsidiary.

(c) Except as provided in clause (b), no Subsidiary Guarantor may consolidate or merge with or into (whether or not such Person is Affiliated with such Subsidiary Guarantor and whether or not the Guarantor is the Surviving Person), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its assets in one or more related transactions, to another Person, unless:

(i) the Surviving Person shall be the Company or one of its Wholly Owned Restricted Subsidiaries;

(ii) the Surviving Person shall be a corporation organized or existing under the laws of the United States, any state thereof or the District of Columbia;

(iii) the Surviving Person (if other than the Subsidiary Guarantor) shall expressly assume all the obligations of the Subsidiary Guarantor under the Securities and this Indenture pursuant to a supplemental indenture in a form reasonably satisfactory to the Trustee; and

(iv) at the time of and immediately after such Disposition, no Default shall have occurred an be continuing.

ARTICLE 6

Defaults and Remedies

SECTION 6.01. Events of Default. An "Event of Default" occurs if:

(1) the Company defaults in any payment of principal of (or premium if any, on) any Security when the same becomes due and payable, whether or not such payment shall be prohibited by Article 10;

(2) the Company defaults in any payment of interest on any Security when the same becomes due and payable, whether or not such payment shall be prohibited by Article 10, and such default continues for a period of 30 days;

(3) the Company fails to redeem or purchase any Security when required pursuant to this Indenture or the Securities, including, in connection with an Offer to Purchase, whether or not such redemption or purchase shall be prohibited by Article 10;

(4) the Company fails to comply with Sections 4.15 or 5.01;

(5) the Company or any Subsidiary Guarantor fails to comply with any of their respective agreements in the Securities or this Indenture (other than those referred to in clause (1), (2), (3) or (4) above) and such failure continues for 30 days after the notice specified below;

(6) the Company or any Restricted Subsidiary fails to comply with terms of any instrument evidencing or securing Indebtedness for money borrowed by the Company or any Restricted Subsidiary having an outstanding principal amount of $5,000,000 individually or in the aggregate, which failure results in the acceleration of the payment of such Indebtedness or constitutes the failure to pay such Indebtedness when due at final maturity, and such non-payment continues for a period of 30 days;

(7) the Company or any Restricted Subsidiary pursuant to or within the meaning of any Bankruptcy Law:

(A) commences a voluntary case;

(B) consents to the entry of an order for relief against it in an involuntary case;

(C) consents to the appointment of a Custodian of it or for any substantial part of its property; or

(D) makes a general assignment for the benefit of its creditors;

or takes any comparable action under any foreign laws relating to insolvency;

(8) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(A) is for relief against the Company or any Restricted Subsidiary in an involuntary case;

(B) appoints a Custodian of the Company or any Restricted Subsidiary or for any substantial part of its property; or

(C) orders the winding up or liquidation of the Company or any Restricted Subsidiary;

or any similar relief is granted under any foreign laws and the order or decree remains unstayed and in effect for 60 days;

(9) any final judgment or decree for the payment of money in excess of $5,000,000 (not subject to appeal) is entered against the Company or any Restricted Subsidiary and remains undischarged or unstayed for a period of 60 days after the later of (A) entry of such final judgment or decree and (B) the date on which the right to appeal has expired; or

(10) a Subsidiary Guarantee of a significant Subsidiary ceases to be in full force and effect (other than in accordance with the terms of such Subsidiary Guarantee) or a Subsidiary Guarantor denies or disaffirms its obligations under its Subsidiary Guarantee.

The foregoing will constitute Events of Default whatever the reason for any such Event of Default and whether it is voluntary or involuntary or is effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body.

The term "Bankruptcy Law" means Title 11, United States Code, or any similar Federal or state law for the relief of debtors. The term "Custodian" means any receiver, trustee, assignee, liquidator, custodian or similar official under any Bankruptcy Law.

A Default under clause (5) is not an Event of Default until the Trustee or the holders of at least 25% in principal amount of the outstanding Securities notify the Company of the Default and the Company does not cure such Default within the time specified after receipt of such notice. Such notice must specify the Default, demand that it be remedied and state that such notice is a "Notice of Default".

The Company shall deliver to the Trustee, within 30 days after the occurrence thereof, written notice in the form of an Officers' Certificate of any Event of Default under clause (6), (9) or (10) and any event which with the giving of notice or the lapse of time would become an Event of Default under clause (5), its status and what action the Company is taking or proposes to take with respect thereto.

SECTION 6.02. Acceleration. If an Event of Default (other than an Event of Default specified in Section 6.01(7) or (8) with respect to the Company) occurs and is continuing, the Trustee by notice to the Company, or the Holders of at least 25% in principal amount of the Securities by notice to the Company and the Trustee, may declare the Accreted Value of and accrued but unpaid interest on all the Securities (the "Default Amount") to be due and payable. Upon such a declaration, the Default Amount shall be due and payable immediately. If an Event of Default specified in Section 6.01(7) or (8) with respect to the Company occurs, the Default Amount shall ipso facto become and be immediately due and payable without any declaration or other act on the part of the Trustee or any Securityholders. The Holders of a majority in principal amount of the Securities by notice to the Trustee may rescind an acceleration and its consequences if the rescission would not conflict with any judgment or decree and if all existing Events of Default have been cured or waived except nonpayment of principal or interest that has become due solely because of acceleration. No such

rescission shall affect any subsequent Default or impair any right consequent thereto.

SECTION 6.03. Other Remedies. If an Event of Default occurs and is continuing, the Trustee may pursue any available remedy to collect the payment of principal of or interest on the Securities or to enforce the performance of any provision of the Securities or this Indenture.

The Trustee may maintain a proceeding even if it does not possess any of the Securities or does not produce any of them in the proceeding. A delay or omission by the Trustee or any Securityholder in exercising any right or remedy accruing upon an Event of Default shall not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default. No remedy is exclusive of any other remedy. All available remedies are cumulative.

SECTION 6.04. Waiver of Past Defaults. The Holders of a majority in principal amount of the Securities by notice to the Trustee may waive an existing Default and its consequences except (i) a Default in the payment of the principal of, or premium or interest on, a Security, (ii) a Default arising from the failure to repurchase any Security tendered for repurchase in connection with an Offer to Purchase or (iii) a Default in respect of a provision that under Section 9.02 cannot be amended without the consent of each Securityholder affected. When a Default is waived, it is deemed cured, but no such waiver shall extend to any subsequent or other Default or impair any consequent right.

SECTION 6.05. Control by Majority. The Holders of a majority in principal amount of the Securities may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or of exercising any trust or power conferred on the Trustee. However, the Trustee may refuse to follow any direction that conflicts with law or this Indenture or, subject to Section 7.01, that the Trustee determines is unduly prejudicial to the rights of other Securityholders or would involve the Trustee in personal liability; provided, however, that the Trustee may take any other action deemed proper by the Trustee that is not inconsistent with such direction. Prior to taking any action hereunder, the Trustee shall be entitled to receive from the Securityholders indemnification or security satisfactory to it in its sole discretion against all losses and expenses caused by taking or not taking such action.

SECTION 6.06. Limitation on Suits. Except to enforce the right to receive payment of principal, premium (if any) or interest when due, no Securityholder may pursue

any remedy with respect to this Indenture or the Securities unless:

(1) the Holder gives to the Trustee written notice stating that an Event of Default is continuing;

(2) the Holders of at least 25% in principal amount of the Securities make a written request to the Trustee to pursue the remedy;

(3) such Holder or Holders offer to the Trustee reasonable security or indemnity against any loss, liability or expense;

(4) the Trustee does not comply with the request within 60 days after receipt of the request and the offer of security or indemnity; and

(5) the Holders of a majority in aggregate principal amount of the Securities do not give the Trustee a direction inconsistent with the request during such 60-day period.

A Securityholder may not use this Indenture to prejudice the rights of another Securityholder or to obtain a preference or priority over another Securityholder.

SECTION 6.07. Rights of Holders to Receive Payment. Notwithstanding any other provision of this Indenture, the right of any Holder to receive payment of principal of and interest on the Securities held by such Holder, on or after the respective due dates expressed in the Securities, or to bring suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such Holder.

SECTION 6.08. Collection Suit by Trustee. If an Event of Default specified in Section 6.01(1), (2) or (3) occurs and is continuing, the Trustee may recover judgment in its own name and as trustee of an express trust against the Company for the whole amount then due and owing (together with interest on any unpaid interest to the extent lawful) and the amounts provided for in Section 7.07.

SECTION 6.09. Trustee May File Proofs of Claim. The Trustee may file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee and the Securityholders allowed in any judicial proceedings relative to the Company, its creditors or its property and, unless prohibited by law or applicable regulations, may vote on behalf of the Holders

in any election of a trustee in bankruptcy or other Person performing similar functions, and any Custodian in any such judicial proceeding is hereby authorized by each Holder to make payments to the Trustee and, in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay to the Trustee any amount due it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and its counsel, and any other amounts due the Trustee under Section 7.07.

Nothing herein shall be deemed to empower the Trustee to authorize or consent to, or accept or adopt on behalf of any Securityholder, any plan of reorganization, arrangement, adjustment or composition affecting the Securities or the rights of any Securityholder, or to authorize the Trustee to vote in respect of the claim of any Securityholder in any such proceeding.

SECTION 6.10. Priorities. If the Trustee collects any money or property pursuant to this Article 6, it shall pay out the money or property in the following order:

FIRST: to the Trustee for amounts due under Section 7.07;

SECOND: to holders of Senior Indebtedness of the Company to the extent required by Article 10;

THIRD: to Securityholders for amounts due and unpaid on the Securities for principal and interest, ratably, without preference or priority of any kind, according to the amounts due and payable on the Securities for principal and interest, respectively; and

FOURTH: to the Company.

The Trustee may fix a record date and payment date for any payment to Securityholders pursuant to this Section. At least 15 days before such record date, the Company shall mail to each Securityholder and the Trustee a notice that states the record date, the payment date and amount to be paid.

SECTION 6.11. Undertaking for Costs. In any suit for the enforcement of any right or remedy under this Indenture or in any suit against the Trustee for any action taken or omitted by it as Trustee, a court in its discretion may require the filing by any party litigant in the suit of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable

attorneys' fees, against any party litigant in the suit, having due regard to the merits and good faith of the claims or defenses made by the party litigant. This Section does not apply to a suit by the Trustee, a suit by a Holder pursuant to Section 6.07 or a suit by Holders of more than 10% in principal amount of the Securities.

SECTION 6.12. Waiver of Stay or Extension Laws. The Company (to the extent it may lawfully do so) shall not at any time insist upon, or plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants or the performance of this Indenture; and the Company (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law, and shall not hinder, delay or impede the execution of any power herein granted to the Trustee, but shall suffer and permit the execution of every such power as though no such law had been enacted.

ARTICLE 7

Trustee

SECTION 7.01. Duties of Trustee. (a) If an Event of Default has occurred and is continuing, the Trustee shall exercise the rights and powers vested in it by this Indenture and use the same degree of care and skill in their exercise as a prudent Person would exercise or use under the circumstances in the conduct of such Person's own affairs.

(b) Except during the continuance of an Event of Default:

(1) the Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(2) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture. However, in the case of any such certificate or opinions which, by any provision hereof, are required to be furnished to the Trustee, the Trustee shall examine the certificates and opinions

to determine whether or not they conform to the requirements of this Indenture.

(c) The Trustee may not be relieved from liability for its own negligent action, its own negligent failure to act or its own wilful misconduct, except that:

(1) this paragraph does not limit the effect of paragraph (b) of this Section;

(2) the Trustee shall not be liable for any error of judgment made in good faith by a Trust Officer unless it is proved that the Trustee was negligent in ascertaining the pertinent facts; and

(3) the Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 6.05.

(d) Every provision of this Indenture that in any way relates to the Trustee is subject to paragraphs (a), (b) and (c) of this Section.

(e) The Trustee shall not be liable for interest on any money received by it except as the Trustee may agree in writing with the Company.

(f) Money held in trust by the Trustee need not be segregated from other funds except to the extent required by law.

(g) No provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers, if it shall have reasonable grounds to believe that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(h) Every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section and to the provisions of the TIA.

SECTION 7.02. Rights of Trustee. (a) The Trustee may rely on any document believed by it to be genuine and to have been signed or presented by the proper person. The Trustee need not investigate any fact or matter stated in the document.

(b) Before the Trustee acts or refrains from acting, it may require an Officers' Certificate or an Opinion of Counsel. The Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on the Officers' Certificate or Opinion of Counsel.

(c) The Trustee may act through agents and shall not be responsible for the misconduct or negligence of any agent appointed with due care.

(d) The Trustee shall not be liable for any action it takes or omits to take in good faith which it believes to be authorized or within its rights or powers; provided, however, that the Trustee's conduct does not constitute wilful misconduct or negligence.

(e) The Trustee may consult with counsel, and the advice or opinion of counsel with respect to legal matters relating to this Indenture and the Securities shall be full and complete authorization and protection from liability in respect to any action taken, omitted or suffered by it hereunder in good faith and in accordance with the advice or opinion of such counsel.

(f) The Trustee shall be under no obligation to exercise any of the rights or powers created in it by this Indenture at the request or direction of any of the Holders pursuant to this Indenture, unless such Holders shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction.

(g) The Trustee shall not be bound to make any investigation into the facts or matters stated in any document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit.

(h) The Trustee may enter into and perform its obligations under the Standstill Agreement dated May 19, 1997, among the Company, the Subsidiary Guarantors, the Investors and Management Stockholders (as those terms are defined in the Standstill Agreement), and the Agent and the Trustee.

SECTION 7.03. Individual Rights of Trustee. The Trustee in its individual or any other capacity may become the owner or pledgee of Securities and may otherwise deal with the Company or its Affiliates with the same rights it would have if it were not Trustee. Any Paying Agent, Registrar, co-registrar or co-paying agent may do the same

with like rights. However, the Trustee must comply with Sections 7.10 and 7.11.

SECTION 7.04. Trustee's Disclaimer. The Trustee shall not be responsible for and makes no representation as to the validity or adequacy of this Indenture or the Securities, it shall not be accountable for the Company's use of the proceeds from the Securities, and it shall not be responsible for any statement of the Company in the Indenture or in any document issued in connection with the sale of the Securities or in the Securities other than the Trustee's certificate of authentication.

SECTION 7.05. Notice of Defaults. If a Default occurs and is continuing and if it is known to the Trustee, the Trustee shall mail to each Securityholder notice of the Default within 90 days after it occurs. Except in the case of a Default in payment of principal of or interest on any Security, the Trustee may withhold the notice if and so long as a committee of its Trust Officers in good faith determines that withholding the notice is in the interests of Securityholders.

SECTION 7.06. Reports by Trustee to Holders. As promptly as practicable after each May 15 beginning with May 15, 1998, and in any event prior to June 15 in each year, the Trustee shall mail to each Securityholder a brief report dated as of such date that complies with TIA ss. 313(a). The Trustee also shall comply with TIA ss. 313(b).

A copy of each report at the time of its mailing to Securityholders shall be filed with the SEC and each stock exchange (if any) on which the Securities are listed. The Company agrees to notify promptly the Trustee whenever the Securities become listed on any stock exchange and of any delisting thereof.

SECTION 7.07. Compensation and Indemnity. The Company shall pay to the Trustee promptly upon request from time to time reasonable compensation for its services. The Trustee's compensation shall not be limited by any law on compensation of a trustee of an express trust. The Company shall reimburse the Trustee promptly upon request for all reasonable out-of-pocket expenses incurred or made by it, including costs of collection, in addition to the compensation for its services. Such expenses shall include the reasonable compensation and expenses, disbursements and advances of the Trustee's agents, counsel, accountants and experts. The Company shall indemnify the Trustee against any and all loss, liability or expense (including attorneys' fees) incurred by it in connection with the administration

of this trust, the enforcement of this Indenture (including this Section 7.07) against the Company and the performance of its duties hereunder, including the costs and expenses of defending itself against any claim (whether asserted by any Securityholder or any other Person) or liability in connection with the acceptance, exercise or performance of any of its powers or duties hereunder. The Trustee shall notify the Company promptly of any claim for which it may seek indemnity. Failure by the Trustee so to notify the Company shall not relieve the Company of its obligations hereunder. The Company shall defend the claim and the Trustee may have separate counsel and the Company shall pay the fees and expenses of such counsel. The Company need not reimburse any expense or indemnify against any loss, liability or expense incurred by the Trustee through the Trustee's own wilful misconduct, negligence or bad faith. The Company need not pay for any settlement made by the Trustee without the Company's consent, such consent not to be unreasonably withheld.

To secure the Company's payment obligations in this Section, the Trustee shall have a lien prior to the Securities on all money or property held or collected by the Trustee other than money or property held in trust to pay principal of and interest on particular Securities. The Trustee's right to receive payment of any amounts due under this Section 7.07 shall not be subordinate to any other liability or Indebtedness of the Company.

The Company's payment obligations pursuant to this Section shall survive the discharge of this Indenture. When the Trustee incurs expenses or render services after the occurrence of a Default specified in Section 6.01(7) or (8) with respect to the Company, the expenses and the compensation for the services (including the fees and expenses of its agents and counsel) are intended to constitute expenses of administration under the Bankruptcy Law.

SECTION 7.08. Replacement of Trustee. The Trustee may resign at any time by so notifying the Company. The Holders of a majority in principal amount of the Securities may remove the Trustee by so notifying the Trustee and may appoint a successor Trustee. The Company shall remove the Trustee if:

(1) the Trustee fails to comply with Section 7.10;

(2) the Trustee is adjudged bankrupt or insolvent;

(3) a receiver or other public officer takes charge of the Trustee or its property; or

(4) the Trustee otherwise becomes incapable of acting.

If the Trustee resigns, is removed by the Company or by the Holders of a majority in principal amount of the Securities and such Holders do not reasonably promptly appoint a successor Trustee, or if a vacancy exists in the office of Trustee for any reason (the Trustee in such event being referred to herein as the retiring Trustee), the Company shall promptly appoint a successor Trustee.

A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Company. Thereupon the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Indenture. The successor Trustee shall mail a notice of its succession to Securityholders. The retiring Trustee shall promptly transfer all property held by it as Trustee to the successor Trustee, provided that the amounts owing to the Trustee hereunder have been paid and subject to the lien provided for in Section 7.07.

If a successor Trustee does not take office within 60 days after the retiring Trustee resigns or is removed, the retiring Trustee or the Holders of 10% in aggregate principal amount of the Securities may petition any court of competent jurisdiction for the appointment of a successor Trustee.

If the Trustee fails to comply with Section 7.10, any Securityholder may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

Notwithstanding the replacement of the Trustee pursuant to this Section, the Company's obligations under Section 7.07 shall continue for the benefit of the retiring Trustee.

SECTION 7.09. Successor Trustee by Merger. If the Trustee consolidates with, merges or converts into, or transfers all or substantially all its corporate trust business or assets to, another corporation or banking association, the resulting, surviving or transferee corporation without any further act shall be the successor Trustee.

In case at the time such successor or successors by merger, conversion or consolidation to the Trustee shall succeed to the trusts created by this Indenture any of the Securities shall have been authenticated but not delivered, any such successor to the Trustee may adopt the certificate of authentication of any predecessor trustee, and deliver such Securities so authenticated; and in case at that time any of the Securities shall not have been authenticated, any successor to the Trustee may authenticate such Securities either in the name of any predecessor hereunder or in the name of the successor to the Trustee; and in all such cases such certificates shall have the full force which it is anywhere in the Securities or in this Indenture provided that the certificate of the Trustee shall have.

SECTION 7.10. Eligibility; Disqualification. The Trustee shall at all times satisfy the requirements of TIA ss. 310(a). The Trustee shall have a combined capital and surplus of at least $50,000,000 as set forth in its most recent published annual report of condition. The Trustee shall comply with TIA ss. 310(b); provided, however, that there shall be excluded from the operation of TIA ss. 310(b)(1) any indenture or indentures under which other securities or certificates of interest or participation in other securities of the Company are outstanding if the requirements for such exclusion set forth in TIA ss. 310(b)(1) are met.

SECTION 7.11. Preferential Collection of Claims Against Company. The Trustee shall comply with TIA ss. 311(a), excluding any creditor relationship listed in TIA ss. 311(b). A Trustee who has resigned or been removed shall be subject to TIA ss. 311(a) to the extent indicated.

ARTICLE 8

Discharge of Indenture; Defeasance

SECTION 8.01. Discharge of Liability on Securities; Defeasance. (a) When (i) the Company delivers to the Trustee all outstanding Securities (other than Securities replaced pursuant to Section 2.07) for cancelation or (ii) all outstanding Securities have become due and payable, whether at maturity or as a result of the mailing of a notice of redemption pursuant to Article 3 hereof and the Company irrevocably deposits with the Trustee funds sufficient to pay at maturity or upon redemption all outstanding Securities, including interest thereon to maturity or such redemption date (other than Securities replaced pursuant to Section 2.07), and if in either case the Company pays all

other sums payable hereunder by the Company, then this Indenture shall, subject to Section 8.01(c), cease to be of further effect. The Trustee shall acknowledge satisfaction and discharge of this Indenture on demand of the Company accompanied by an Officers' Certificate and an Opinion of Counsel and at the cost and expense of the Company.

(b) Subject to Sections 8.01(c) and 8.02, the Company at any time may terminate (i) all its obligations under the Securities and this Indenture ("legal defeasance option") or (ii) its obligations under Sections 4.02, 4.03, 4.04, 4.05, 4.06, 4.07, 4.08, 4.09, 4.10, 4.11 and 4.12 and the operation of Sections 6.01(6), 6.01(7), 6.01(8), 6.01(9) and 6.01(10) (but, in the case of Sections 6.01(7) and (8), with respect only to Restricted Subsidiaries) and the limitations contained in Sections 5.01(a)(iv) and 5.01(c) ("covenant defeasance option"). The Company may exercise its legal defeasance option notwithstanding its prior exercise of its covenant defeasance option.

If the Company exercises its legal defeasance option, payment of the Securities may not be accelerated because of an Event of Default with respect thereto. If the Company exercises its covenant defeasance option, payment of the Securities may not be accelerated because of an Event of Default specified in Sections 6.01(3), 6.01(6), 6.01(7), 6.01(8), 6.01(9) and 6.01(10)(but, in the case of Sections 6.01(7) and (8), with respect only to Restricted Subsidiaries which constitute Significant Subsidiaries) or because of the failure of the Company to comply with Section 5.01(a)(iv) or 5.01(c). If the Company exercises its legal defeasance option or its covenant defeasance option, each Subsidiary Guarantor, if any, shall be released from all its obligations with respect to its Subsidiary Guarantee.

Upon satisfaction of the conditions set forth herein and upon request of the Company, the Trustee shall acknowledge in writing the discharge of those obligations that the Company terminates.

(c) Notwithstanding clauses (a) and (b) above, the Company's obligations in Sections 2.03, 2.04, 2.05, 2.06, 2.07, 2.08, 7.07 and 7.08 and in this Article 8 shall survive until the Securities have been paid in full. Thereafter, the Company's obligations in Sections 7.07, 8.04 and 8.05 shall survive.

SECTION 8.02. Conditions to Defeasance. The Company may exercise its legal defeasance option or its covenant defeasance option only if:

(1) the Company irrevocably deposits in trust with the Trustee money or U.S. Government Obligations for the payment of principal of and interest on the Securities to maturity or redemption, as the case may be;

(2) the Company delivers to the Trustee a certificate from a nationally recognized firm of independent accountants expressing their opinion that the payments of principal and interest when due and without reinvestment on the deposited U.S. Government Obligations plus any deposited money without investment will provide cash at such times and in such amounts as will be sufficient to pay principal and interest when due on all the Securities to maturity or redemption, as the case may be;

(3) 123 days pass after the deposit is made and during the 123-day period no Default specified in Sections 6.01(7) or (8) with respect to the Company occurs which is continuing at the end of the period;

(4) the deposit does not constitute a default under any other agreement binding on the Company and is not prohibited by Article 10;

(5) the Company delivers to the Trustee an Opinion of Counsel to the effect that the trust resulting from the deposit does not constitute, or is qualified as, a regulated investment company under the Investment Company Act of 1940;

(6) in the case of the legal defeasance option, the Company shall have delivered to the Trustee an Opinion of Counsel stating that (i) the Company has received from, or there has been published by, the Internal Revenue Service a ruling, or (ii) since the date of this 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 shall confirm that, the Securityholders will not recognize income, gain or loss for Federal income tax purposes as a result of such 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 defeasance had not occurred;

(7) in the case of the covenant defeasance option, the Company shall have delivered to the Trustee an Opinion of Counsel to the effect that the Securityholders 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; and

(8) the Company delivers to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent to the defeasance and discharge of the Securities as contemplated by this Article 8 have been complied with.

Before or after a deposit, the Company may make arrangements satisfactory to the Trustee for the redemption of Securities at a future date in accordance with Article 3.

SECTION 8.03. Application of Trust Money. The Trustee shall hold in trust money or U.S. Government Obligations deposited with it pursuant to this Article 8. It shall apply the deposited money and the money from U.S. Government Obligations through the Paying Agent and in accordance with this Indenture to the payment of principal of and interest on the Securities. Money and securities so held in trust are not subject to Article 10.

SECTION 8.04. Repayment to Company. The Trustee and the Paying Agent shall promptly turn over to the Company upon request any excess money or securities held by them at any time.

Subject to any applicable abandoned property law, the Trustee and the Paying Agent shall pay to the Company upon request any money held by them for the payment of principal or interest that remains unclaimed for two years, and, thereafter, Securityholders entitled to the money must look to the Company for payment as general creditors.

SECTION 8.05. Indemnity for Government Obligations. The Company shall pay and shall indemnify the Trustee against any tax, fee or other charge imposed on or assessed against deposited U.S. Government Obligations or the principal and interest received on such U.S. Government Obligations.

SECTION 8.06. Reinstatement. If the Trustee or Paying Agent is unable to apply any money or U.S. Government Obligations in accordance with this Article 8 by reason of

any legal proceeding or by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, the Company's obligations under this Indenture and the Securities shall be revived and reinstated as though no deposit had occurred pursuant to this Article 8 until such time as the Trustee or Paying Agent is permitted to apply all such money or U.S. Government Obligations in accordance with this Article 8; provided, however, that, if the Company has made any payment of interest on or principal of any Securities because of the reinstatement of its obligations, the Company shall be subrogated to the rights of the Holders of such Securities to receive such payment from the money or U.S. Government Obligations held by the Trustee or Paying Agent.

ARTICLE 9

Amendments

SECTION 9.01. Without Consent of Holders. The Company, the Subsidiary Guarantor and the Trustee may amend this Indenture or the Securities without notice to or consent of any Securityholder:

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

(2) to comply with Article 5;

(3) to provide for uncertificated Securities in addition to or in place of certificated Securities; provided, however, that the uncertificated Securities are issued in registered form for purposes of Section 163(f) of the Code or in a manner such that the uncertificated Securities are described in Section 163(f)(2)(B) of the Code;

(4) to make any change in Article 10 or Article 12 that would limit or terminate the benefits available to any holder of Senior Indebtedness (or Representatives therefor) under Article 10 or Article 12, respectively;

(5) to add guarantees with respect to the Securities or to release Guarantors when permitted by the terms hereof or to secure the Securities;

(6) to add to the covenants of the Company for the benefit of the Holders or to surrender any right or power herein conferred upon the Company;

(7) to comply with any requirements of the SEC in connection with qualifying, or maintaining the qualification of, this Indenture under the TIA; or

(8) to make any change that does not adversely affect the rights of any Securityholder.

An amendment under this Section may not make any change that adversely affects the rights under Article 10 or Article 12 of any holder of Senior Debt then outstanding unless the holders of such Senior Debt (or any group or representative thereof authorized to give a consent) consent in writing to such change.

After an amendment under this Section becomes effective, the Company shall mail to Securityholders a notice briefly describing such amendment. The failure to give such notice to all Securityholders, or any defect therein, shall not impair or affect the validity of an amendment under this Section.

SECTION 9.02. With Consent of Holders. The Company, the Subsidiary Guarantors and the Trustee may amend this Indenture or the Securities without notice to any Securityholder but with the written consent of the Holders of at least a majority in aggregate principal amount of the Securities then outstanding. However, without the consent of each Securityholder affected thereby, an amendment may not:

(1) change the Stated Maturity of the principal of, or any installment of interest on, any Security;

(2) reduce the principal amount of, or the premium or interest on, any Security;

(3) change the place or currency of payment of principal of, or premium or interest on, any Security;

(4) reduce the amount of Securities whose Holders must consent to an amendment or modification of this Indenture;

(5) reduce the amount of Securities whose Holders must consent to any waiver of compliance with the provisions of this Indenture;

(6) modify Section 6.04 or 6.07 or the second sentence of this Section;

(7) modify any of the provisions of Article 10 or Article 12 in a manner materially adverse to the Securityholders;

(8) modify any provisions of the Indenture relating to the guarantee by the Company or any Subsidiary Guarantor of the Indebtedness of any Unrestricted Subsidiaries; or

(9) following the mailing of any Offer to Purchase, modify such Offer to Purchase required under Section 4.07 and Section 4.10 in a manner materially adverse to the Securityholders.

It shall not be necessary for the consent of the Holders under this Section to approve the particular form of any proposed amendment, but it shall be sufficient if such consent approves the substance thereof.

An amendment under this Section may not make any change that adversely affects the rights under Article 10 or Article 12 of any holder of Senior Debt then outstanding unless the holders of such Senior Debt (or any group or representative thereof authorized to give a consent) consent in writing to such change.

After an amendment under this Section becomes effective, the Company shall mail to Securityholders a notice briefly describing such amendment. The failure to give such notice to all Securityholders, or any defect therein, shall not impair or affect the validity of an amendment under this Section.

SECTION 9.03. Compliance with Trust Indenture Act. Every amendment to this Indenture or the Securities shall comply with the TIA as then in effect.

SECTION 9.04. Revocation and Effect of Consents and Waivers. A consent to an amendment or a waiver by a Holder of a Security shall bind the Holder and every subsequent Holder of that Security or portion of the Security that evidences the same debt as the consenting Holder's Security, even if notation of the consent or waiver is not made on the Security. However, any such Holder or subsequent Holder may revoke the consent or waiver as to such Holder's Security or portion of the Security if the Trustee receives the notice of revocation before the date the amendment or waiver becomes effective. After an amendment or waiver becomes effective, it shall bind every Securityholder. An amendment or waiver becomes effective upon the execution of such amendment or waiver by the Trustee.

The Company may, but shall not be obligated to, fix a record date for the purpose of determining the Securityholders entitled to give their consent or take any other action described above or required or permitted to be taken pursuant to this Indenture. If a record date is fixed, then notwithstanding the immediately preceding paragraph, those Persons who were Securityholders at such record date (or their duly designated proxies), and only those Persons, shall be entitled to give such consent or to revoke any consent previously given or to take any such action, whether or not such Persons continue to be Holders after such record date. No such consent shall be valid or effective for more than 120 days after such record date.

SECTION 9.05. Notation on or Exchange of Securities. If an amendment changes the terms of a Security, the Trustee may require the Holder of the Security to deliver it to the Trustee. The Trustee may place an appropriate notation on the Security regarding the changed terms and return it to the Holder. Alternatively, if the Company or the Trustee so determines, the Company in exchange for the Security shall issue and the Trustee shall authenticate a new Security that reflects the changed terms. Failure to make the appropriate notation or to issue a new Security shall not affect the validity of such amendment.

SECTION 9.06. Trustee To Sign Amendments. The Trustee shall sign any amendment authorized pursuant to this Article 9 if the amendment does not adversely affect the rights, duties, liabilities or immunities of the Trustee. If it does, the Trustee may but need not sign it. In signing such amendment the Trustee shall be entitled to receive indemnity reasonably satisfactory to it and to receive, and (subject to Section 7.01) shall be fully protected in relying upon, an Officers' Certificate and an Opinion of Counsel stating that such amendment is authorized or permitted by this Indenture.

SECTION 9.07. Payment for Consent. Neither the Company nor any Affiliate of the Company shall, directly or indirectly, pay or cause to be paid any consideration, whether by way of interest, fee or otherwise, to any Holder for or as an inducement to any consent, waiver or amendment of any of the terms or provisions of this Indenture or the Securities unless such consideration is offered to be paid to all Holders that so consent, waive or agree to amend in the time frame set forth in solicitation documents relating to such consent, waiver or agreement.

ARTICLE 10

Subordination

SECTION 10.01. Agreement To Subordinate. The Company agrees, and each Securityholder by accepting a Security agrees, that the Indebtedness evidenced by the Securities is subordinated in right of payment, to the extent and in the manner provided in this Article 10, to the prior payment in full in cash or Cash Equivalents of all Senior Debt of the Company and that the subordination is for the benefit of and enforceable by the holders of such Senior Debt. The Securities shall rank pari passu in right of payment with all other Senior Subordinated Indebtedness of the Company and only Indebtedness of the Company that is Senior Debt shall rank senior to the Securities in accordance with the provisions set forth herein. All provisions of this Article 10 shall be subject to Section 10.12.

SECTION 10.02. Liquidation, Dissolution, Bankruptcy. Upon any payment or distribution of the assets of the Company to creditors upon any liquidation, dissolution, winding up, reorganization, assignment for the benefit of creditors, marshaling of assets or any bankruptcy, insolvency or similar proceeding relating to the Company or its property:

(1) holders of Senior Debt of the Company shall be entitled to receive payment in full of such Senior Debt in cash or Cash Equivalents before Securityholders shall be entitled to receive any payment of principal of, or premium, if any, or interest on, the Securities; and

(2) until the Senior Debt of the Company is paid in full in cash or Cash Equivalents, any payment or distribution to which Securityholders would be entitled but for this Article 10 shall be made to holders of such Senior Debt as their interests may appear, except that Securityholders may receive shares of stock and any debt securities that are subordinated to such Senior Debt to at least the same extent as the Securities.

SECTION 10.03. Default on Senior Indebtedness. The Company may not pay the principal of or interest on the Securities or make any deposit pursuant to Section 8.01 and may not repurchase, redeem or otherwise retire any Securities (collectively, "pay the Securities") if (i) any Senior Debt is not paid in full in cash or Cash Equivalents

following the maturity (on the due date, upon acceleration or otherwise) of such Senior Debt or (ii) there shall have occurred and be continuing a default in the payment of Senior Debt unless, in either case, (x) the default has been expressly cured or waived or (y) such Senior Debt has been paid in full in cash or Cash Equivalents; provided, however, that the Company may pay the Securities without regard to the foregoing if the Company and the Trustee receive written notice approving such payment from the Representative of such Senior Debt. During the continuance of any default (other than a default described in clause (i) or (ii) of the preceding sentence) with respect to any Designated Senior Debt that permits one or more holders thereof (or a trustee on behalf of the holders thereof) to accelerate the maturity thereof, the Company may not pay the Securities for a period (a "Payment Blockage Period") commencing upon the receipt by the Company and the Trustee of written notice (a "Blockage Notice") of such default from the Representative of such Designated Senior Debt specifying an election to effect a Payment Blockage Period and ending on the earlier of (x) 179 days thereafter and (y) the date on which the Designated Senior Debt to which such default relates is paid in full in cash or Cash Equivalents or such default is expressly waived or otherwise cured. Notwithstanding the provisions described in the immediately preceding sentence (but subject to the provisions contained in the first sentence of this Section), unless the holders of such Designated Senior Debt or the Representative of such holders shall have accelerated the maturity of such Designated Senior Debt, the Company may resume payments on the Securities after termination of such Payment Blockage Period, subject to the provisions of the Senior Debt. Not more than one Blockage Notice may be given in any consecutive 360-day period, irrespective of the number of defaults with respect to Designated Senior Debt during such period, and there shall be a period of at least 181 consecutive days in each period of 360 consecutive days during which no Payment Blockage Period is in effect. For purposes of this Section, no default or event of default (other than a default described in clause (i) or (ii) of the first sentence of this paragraph) that existed or was continuing on the date of the commencement of any Payment Blockage Period with respect to the Designated Senior Debt initiating such Payment Blockage Period shall be, or be made, the basis of the commencement of a subsequent Payment Blockage Period by the Representative of such Designated Senior Debt, whether or not within a period of 360 consecutive days, unless such default or event of default shall have been expressly cured or waived for a period of not less than 180 consecutive days.

SECTION 10.04. Acceleration of Payment of Securities. If payment of the Securities is accelerated because of an Event of Default, the holders of Senior Debt shall be entitled to receive payment in full in cash or Cash Equivalents of all Senior Debt before the holders of the Securities shall be entitled to receive any payment on account of the principal of (or premium, if any) or interest on the Securities or on account of the purchase or redemption or other acquisition of the Securities.

If an Event of Default shall have occurred and be continuing (other than an Event of Default pursuant to Section 6.01(7) or 6.01(8)), the Trustee or the Holders of the Securities electing to accelerate the Securities pursuant to Section 6.02 shall give the holders of all Designated Senior Debt (or their Representatives) five Business Days' prior written notice before accelerating the Securities, which notice shall state that it is a "Notice of Intent to Accelerate"; provided, however, that the Trustee shall have received prior written notice from the Company specifying the names and addresses of such holders of Designated Senior Debt; provided further, however, that the Trustee or such holders may so accelerate the Securities immediately without such notice if at such time payment of any Designated Senior Debt shall have been accelerated. If payment of the Securities is accelerated because of an Event of Default, the Company or the Trustee shall promptly notify the holders of the Designated Senior Debt (or their Representatives) of the acceleration.

Notwithstanding anything to the contrary in this Section 10.04, the Trustee's obligations under this Section 10.04 shall only extend to those holders of Designated Senior Debt whose identity or addresses have been accurately disclosed in writing by the Company to the Trustee prior to the occurrence of an Event of Default.

SECTION 10.05. When Distribution Must Be Paid Over. If a payment or other distribution is made to the Trustee or any Securityholders that because of this Article 10 should not have been made to them, the Trustee or Securityholders, as the case may be, who receive the payment or other distribution shall hold it in trust for holders of Senior Debt of the Company and pay it over to them as their interests may appear, to the extent necessary to pay in full in cash or Cash Equivalents all the Senior Debt.

SECTION 10.06. Subrogation. After all Senior Debt of the Company is paid in full in cash or Cash Equivalents and until the Securities are paid in full, Securityholders shall be subrogated to the rights of holders

of such Senior Debt to receive distributions applicable to such Senior Debt. A distribution made under this Article 10 to holders of such Senior Debt which otherwise would have been made to Securityholders is not, as between the Company and Securityholders, a payment by the Company on such Senior Debt.

SECTION 10.07. Relative Rights. This Article 10 defines the relative rights of Securityholders and holders of Senior Debt of the Company. Nothing in this Indenture shall:

(1) impair, as between the Company and Securityholders, the obligation of the Company, which is absolute and unconditional, to pay principal of and interest on the Securities in accordance with their terms; or

(2) prevent the Trustee or any Securityholder from exercising its available remedies upon a Default, subject to the rights of holders of Senior Debt of the Company to receive payments and other distributions otherwise payable to Securityholders.

SECTION 10.08. Subordination May Not Be Impaired by Company. No right of any holder of Senior Debt of the Company to enforce the subordination of the Indebtedness evidenced by the Securities shall be impaired by any act or failure to act by the Company or by its failure to comply with this Indenture. The holders of Senior Debt may extend, renew, modify, amend, compromise, supplement or waive the terms of the Senior Debt or any security therefor and release, sell or exchange such and otherwise deal freely with the Company, all without affecting the liabilities and obligations of the parties to the Indenture or the Securityholders. Each Securityholder by its acceptance of the Securities, waives any and all notice of renewal, extension, modification, amendment or compromise, supplement or waiver (including granting right of accrual) of the Designated Senior Debt, present or future, and agrees and consents to the foregoing.

SECTION 10.09. Rights of Trustee and Paying Agent. Notwithstanding Section 10.03, the Trustee or Paying Agent may continue to make payments on the Securities and shall not be charged with knowledge of the existence of facts that would prohibit the making of any such payments unless, prior to such payment, a Trust Officer of the Trustee receives notice satisfactory to it that payments may not be made under this Article 10; provided, however, that if on a date not less than two Business Days prior to the

date on which by the terms of this Indenture moneys deposited by the Company with the Trustee for the payment of the Securities shall have become payable for any purpose, the Trustee or the Paying Agent shall not have received with respect to such moneys the notice provided for in this Article 10, then the Trustee or such Payment Agent will have full power and authority to apply the same to the purpose for which they were received. Nothing herein will be construed to relieve any Securityholder from duties imposed upon it under Section 10.05 with respect to moneys received in violation of the provisions of this Article. The Company, the Registrar or co-registrar, the Paying Agent, a Representative or a holder of Senior Debt may give the notice; provided, however, that, if an issue of Senior Debt of the Company has a Representative, only the Representative may give the notice.

The Trustee in its individual or any other capacity may hold Senior Debt of the Company with the same rights it would have if it were not Trustee. The Registrar and co-registrar and the Paying Agent may do the same with like rights. The Trustee shall be entitled to all the rights set forth in this Article 10 with respect to any Senior Debt of the Company which may at any time be held by it, to the same extent as any other holder of such Senior Debt; and nothing in Article 7 shall deprive the Trustee of any of its rights as such holder. Nothing in this Article 10 shall apply to claims of, or payments to, the Trustee under or pursuant to Section 7.07.

SECTION 10.10. Distribution or Notice to Representative. Whenever a distribution is to be made or a notice given to holders of Senior Debt of the Company, the distribution may be made and the notice given to their Representative (if any).

SECTION 10.11. Article 10 Not To Prevent Events of Default or Limit Right To Accelerate. The failure to make a payment pursuant to the Securities by reason of any provision in this Article 10 shall not be construed as preventing the occurrence of a Default. Except as specifically provided in Section 10.04, nothing in this Article 10 shall have any effect on the right of the Securityholders or the Trustee to accelerate the maturity of the Securities.

SECTION 10.12. Trust Moneys Not Subordinated. Notwithstanding anything contained herein to the contrary, payments from money or the proceeds of U.S. Government Obligations held in trust under Article 8 by the Trustee for the payment of principal of and interest on the Securities shall not be subordinated to the prior payment of any Senior

Debt or subject to the restrictions set forth in this Article 10, and none of the Securityholders shall be obligated to pay over any such amount to the Company or any holder of Senior Debt of the Company or any other creditor of the Company.

SECTION 10.13. Trustee Entitled To Rely. Upon any payment or distribution pursuant to this Article 10, the Trustee and the Securityholders shall be entitled to rely (i) upon any order or decree of a court of competent jurisdiction in which any proceedings of the nature referred to in Section 10.02 are pending, (ii) upon a certificate of the liquidating trustee or agent or other Person making such payment or distribution to the Trustee or to the Securityholders or (iii) upon the Representatives for the holders of Senior Debt of the Company for the purpose of ascertaining the Persons entitled to participate in such payment or distribution, the holders of such Senior Debt and other Indebtedness of the Company, the amount thereof or payable thereon, the amount or amounts paid or distributed thereon and all other facts pertinent thereto or to this Article 10. In the event that the Trustee determines, in good faith, that evidence is required with respect to the right of any Person as a holder of Senior Debt of the Company to participate in any payment or distribution pursuant to this Article 10, the Trustee may request such Person to furnish evidence to the reasonable satisfaction of the Trustee as to the amount of such Senior Debt held by such Person, the extent to which such Person is entitled to participate in such payment or distribution and other facts pertinent to the rights of such Person under this Article 10, and, if such evidence is not furnished, the Trustee may defer any payment to such Person pending judicial determination as to the right of such Person to receive such payment. The provisions of Sections 7.01 and 7.02 shall be applicable to all actions or omissions of actions by the Trustee pursuant to this Article 10.

SECTION 10.14. Trustee To Effectuate Subordination. Each Securityholder by accepting a Security authorizes and directs the Trustee on his behalf to take such action as may be necessary or appropriate to acknowledge or effectuate the subordination between the Securityholders and the holders of Senior Debt of the Company as provided in this Article 10 and appoints the Trustee as attorney-in-fact for any and all such purposes.

SECTION 10.15. Trustee Not Fiduciary for Holders of Senior Debt. The Trustee shall not be deemed to owe any fiduciary duty to the holders of Senior Debt and shall not be liable to any such holders if it shall mistakenly pay

over or distribute to Securityholders or the Company or any other Person, money or assets to which any holders of Senior Debt of the Company shall be entitled by virtue of this Article 10 or otherwise.

SECTION 10.16. Reliance by Holders of Senior Debt on Subordination Provisions. Each Securityholder by accepting a Security acknowledges and agrees that the foregoing subordination provisions are, and are intended to be, an inducement and a consideration to each holder of any Senior Debt of the Company, whether such Senior Debt was created or acquired before or after the issuance of the Securities, to acquire and continue to hold, or to continue to hold, such Senior Debt and such holder of such Senior Debt shall be deemed conclusively to have relied on such subordination provisions in acquiring and continuing to hold, or in continuing to hold, such Senior Debt.

ARTICLE 11

Subsidiary Guaranties

SECTION 11.01. Guaranties. Each Subsidiary Guarantor hereby unconditionally and irrevocably guarantees, jointly and severally, to each Holder and to the Trustee and its successors and assigns (a) the full and punctual payment of principal of and interest on the Securities when due, whether at maturity, by acceleration, by redemption or otherwise, and all other monetary obligations of the Company under this Indenture and the Securities and (b) the full and punctual performance within applicable grace periods of all other obligations of the Company under this Indenture and the Securities (all the foregoing being hereinafter collectively called the "Obligations"). Each Subsidiary Guarantor further agrees that the Obligations may be extended or renewed, in whole or in part, without notice or further assent from such Subsidiary Guarantor and that such Subsidiary Guarantor will remain bound under this Article 11 notwithstanding any extension or renewal of any Obligation.

Each Subsidiary Guarantor waives presentation to, demand of, payment from and protest to the Company of any of the Obligations and also waives notice of protest for nonpayment. Each Subsidiary Guarantor waives notice of any default under the Securities or the Obligations. The obligations of each Subsidiary Guarantor hereunder shall not be affected by (a) the failure of any Holder or the Trustee to assert any claim or demand or to enforce any right or remedy against the Company or any other Person under this Indenture, the Securities or any other agreement or

otherwise; (b) any extension or renewal of any thereof; (c) any rescission, waiver, amendment or modification of any of the terms or provisions of this Indenture, the Securities or any other agreement; (d) the release of any security held by any Holder or the Trustee for the Obligations or any of them; (e) the failure of any Holder or the Trustee to exercise any right or remedy against any other guarantor of the Obligations; or (f) any change in the ownership of such Subsidiary Guarantor.

Each Subsidiary Guarantor further agrees that its Subsidiary Guaranty herein constitutes a guarantee of payment, performance and compliance when due (and not a guarantee of collection) and waives any right to require that any resort be had by any Holder or the Trustee to any security held for payment of the Obligations.

Each Subsidiary Guarantee is, to the extent and in the manner set forth in Article 12, subordinated and subject in right of payment to the prior payment in full of all Senior Debt of the Subsidiary Guarantor giving such Subsidiary Guarantee and each Subsidiary Guarantee is made subject to such provisions of this Indenture.

Except as expressly set forth in Sections 8.01(b), 11.02 and 11.06, the obligations of each Subsidiary Guarantor hereunder shall not be subject to any reduction, limitation, impairment or termination for any reason, including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to any defense of setoff, counterclaim, recoupment or termination whatsoever or by reason of the invalidity, illegality or unenforceability of the Obligations or otherwise. Without limiting the generality of the foregoing, the obligations of each Subsidiary Guarantor herein shall not be discharged or impaired or otherwise affected by the failure of any Holder or the Trustee to assert any claim or demand or to enforce any remedy under this Indenture, the Securities or any other agreement, by any waiver or modification of any thereof, by any default, failure or delay, willful or otherwise, in the performance of the obligations, or by any other act or thing or omission or delay to do any other act or thing which may or might in any manner or to any extent vary the risk of such Subsidiary Guarantor or would otherwise operate as a discharge of such Subsidiary Guarantor as a matter of law or equity.

Each Subsidiary Guarantor further agrees that its Subsidiary Guarantee shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of principal of or interest on any

Obligation is rescinded or must otherwise be restored by any Holder or the Trustee upon the bankruptcy or reorganization of the Company or otherwise.

In furtherance of the foregoing and not in limitation of any other right that any Holder or the Trustee has at law or in equity against any Subsidiary Guarantor by virtue hereof, upon the failure of the Company to pay the principal of or interest on any Obligation when and as the same shall become due, whether at maturity, by acceleration, by redemption or otherwise, or to perform or comply with any other Obligation, each Subsidiary Guarantor, subject to the provisions of Article 12, hereby promises to and will, upon receipt of written demand by the Trustee, forthwith pay, or cause to be paid, in cash, to the Holders or the Trustee an amount equal to the sum of (i) the unpaid amount of such Obligations, (ii) accrued and unpaid interest on such Obligations (but only to the extent not prohibited by law) and (iii) all other monetary Obligations of the Company to the Holders and the Trustee.

Each Subsidiary Guarantor agrees that it shall not be entitled to any right of subrogation in respect of any Obligations guaranteed hereby until payment in full of all Obligations and all obligations to which the Obligations are subordinated as provided in Article 12. Each Subsidiary Guarantor further agrees that, as between it, on the one hand, and the Holders and the Trustee, on the other hand, (x) the maturity of the Obligations Guaranteed hereby may be accelerated as provided in Article 6 for the purposes of such Subsidiary Guarantor's Subsidiary Guarantee herein, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the Obligations guaranteed hereby, and (y) in the event of any declaration of acceleration of such obligations as provided in Article 6, such Obligations (whether or not due and payable) shall forthwith become due and payable by such Subsidiary Guarantor for the purposes of this Section, subject to the provisions of Article 12.

Each Subsidiary Guarantor also agrees to pay any and all costs and expenses (including reasonable attorneys' fees) incurred by the Trustee or any Holder in enforcing any rights under this Section.

SECTION 11.02. Limitation on Liability. Any term or provision of this Indenture to the contrary notwithstanding, the maximum, aggregate amount of the Obligations guaranteed hereunder by any Subsidiary Guarantor shall not exceed the maximum amount that can be hereby guaranteed without rendering this Indenture, as it relates

to such Subsidiary Guarantor, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer or similar laws affecting the rights of creditors generally. In addition, for purposes of any applicable fraudulent transfer or similar laws, Indebtedness under the Senior Debt will be deemed to have been incurred prior to the incurrence by any Subsidiary Guarantor of its liabilities under this Article.

SECTION 11.03. Successors and Assigns. This Article 11 shall be binding upon each Subsidiary Guarantor and its successors and assigns and shall enure to the benefit of the successors and assigns of the Trustee and the Holders and, in the event of any transfer or assignment of rights by any Holder or the Trustee, the rights and privileges conferred upon that party in this Indenture and in the Securities shall automatically extend to and be vested in such transferee or assignee, all subject to the terms and conditions of this Indenture.

SECTION 11.04. No Waiver. Neither a failure nor a delay on the part of either the Trustee or the Holders in exercising any right, power or privilege under this Article 11 shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of any right, power or privilege. The rights, remedies and benefits of the Trustee and the Holders herein expressly specified are cumulative and not exclusive of any other rights, remedies or benefits which either may have under this Article 11 at law, in equity, by statute or otherwise.

SECTION 11.05. Modification. No modification, amendment or waiver of any provision of this Article 11, nor the consent to any departure by any Subsidiary Guarantor therefrom, shall in any event be effective unless the same shall be in writing and signed by the Trustee, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on any Subsidiary Guarantor in any case shall entitle such Subsidiary Guarantor to any other or further notice or demand in the same, similar or other circumstances.

SECTION 11.06. Release of Subsidiary Guarantor. Under the circumstances provided for in Section 5.01(b), a Subsidiary Guarantor shall be deemed released from all obligations under this Article 11 without any further action required on the part of the Trustee or any Holder. At the request of the Company, the Trustee shall execute and deliver an appropriate instrument evidencing such release.

ARTICLE 12

Subordination of Subsidiary Guaranties

SECTION 12.01. Agreement To Subordinate. Each Subsidiary Guarantor agrees, and each Securityholder by accepting a Security agrees, that the Obligations of such Subsidiary Guarantor are subordinated in right of payment, to the extent and in the manner provided in this Article 12, to the prior payment of all Senior Debt of such Subsidiary Guarantor and that the subordination is for the benefit of and enforceable by the holders of such Senior Debt. The Obligations of a Subsidiary Guarantor shall rank pari passu in right of payment with all other Senior Subordinated Indebtedness of such Subsidiary Guarantor and only Senior Debt of such Subsidiary Guarantor (including such Subsidiary Guarantor's Guarantee of Senior Debt of the Company) shall rank senior to the Obligations of such Subsidiary Guarantor in accordance with the provisions set forth herein.

SECTION 12.02. Liquidation, Dissolution, Bankruptcy. Upon any payment or distribution of the assets of any Subsidiary Guarantor to creditors upon any liquidation, dissolution, winding up, reorganization, assignment for the benefit of creditors, marshaling of assets or any bankruptcy, insolvency or similar proceeding relating to such Subsidiary Guarantor or its property:

(1) holders of Senior Debt of such Subsidiary Guarantor shall be entitled to receive payment in full of such Senior Debt in cash or Cash Equivalents before Securityholders shall be entitled to receive any payment pursuant to any Obligations of such Subsidiary Guarantor; and

(2) until the Senior Debt of such Subsidiary Guarantor is paid in full in cash or Cash Equivalents, any payment or distribution to which Securityholders would be entitled but for this Article 12 shall be made to holders of such Senior Debt as their interests may appear, except that Securityholders may receive shares of stock and any debt securities of such Subsidiary Guarantor that are subordinated to Senior Debt, and to any debt securities received by holders of Senior Debt, of such Subsidiary Guarantor to at least the same extent as the Obligations of such Subsidiary Guarantor are subordinated to Senior Debt of such Subsidiary Guarantor.

SECTION 12.03. Default on Senior Debt of Subsidiary Guarantor. No Subsidiary Guarantor may make any payment pursuant to any of its Obligations or repurchase, redeem or otherwise retire or defease any Securities or other Obligations (collectively, "pay its Subsidiary Guaranty") if (i) any Senior Debt of the Company is not paid in full in cash or Cash Equivalents following the maturity (on the due date, upon acceleration or otherwise) of such Senior Debt or (ii) there shall have occurred and be continuing a default in the payment of Senior Debt of the Company unless, in either case, (x) the default has been expressly cured or waived or (y) such Senior Debt has been paid in full in cash or Cash Equivalents; provided, however, that any Subsidiary Guarantor may pay its Subsidiary Guarantee without regard to the foregoing if such Subsidiary Guarantor and the Trustee receive written notice approving such payment from the Representatives of the Senior Debt. No Subsidiary Guarantor may pay its Subsidiary Guarantee during the continuance of any Payment Blockage Period after receipt by the Company and the Trustee of a Blockage Notice under Section 10.03. Notwithstanding the provisions described in the immediately preceding sentence (but subject to the provisions contained in the first sentence of this Section), unless the holders of Designated Senior Debt giving such Blockage Notice or the Representative of such holders shall have accelerated the maturity of such Designated Senior Debt, any Subsidiary Guarantor may resume payments pursuant to its Subsidiary Guarantee after termination of such Payment Blockage Period, subject to the provisions of any Senior Debt.

SECTION 12.04. Demand for Payment. If a demand for payment is made on a Subsidiary Guarantor pursuant to Article 11, the Trustee or the Holders of the Securities electing to demand such payment from the Subsidiary Guarantor pursuant to Article 11 shall give the holders of the Designated Senior Debt (or their Representatives) five Business Days' prior written notice before making such demand, which notice shall state that it is a "Notice of Intent to Demand for Payment"; provided, however, that the Trustee shall have received prior written notice from the Company specifying the names and addresses of such holders of Designated Senior Debt; provided further, however, that the Trustee or such Holders may make such demand immediately without such notice if at such time payment of any Designated Senior Debt shall have been demanded. If payment of the Securities is demanded because of an Event of Default, the Company or the Trustee shall promptly notify the holders of the Designated Senior Debt (or their Representatives) of such demand.

Notwithstanding anything to the contrary in this Section 12.04, the Trustee's obligations under this Section 12.04 shall only extend to those holders of Designated Senior Debt whose identity or addresses have been accurately disclosed in writing by the Company to the Trustee prior to the occurrence of an Event of Default.

SECTION 12.05. When Distribution Must Be Paid Over. If a payment or other distribution is made to the Trustee or any Securityholders that because of this Article 12 should not have been made to them, the Trustee or Securityholders who receive the payment or other distribution shall hold it in trust for holders of the relevant Senior Debt and pay it over to them or their Representatives as their interests may appear to the extent necessary to pay in full in cash or Cash Equivalents all the Senior Debt of such Subsidiary Guarantor.

SECTION 12.06. Subrogation. After all Senior Debt of a Subsidiary Guarantor is paid in full in cash or Cash Equivalents and until the Securities are paid in full, Securityholders shall be subrogated to the rights of holders of such Senior Debt to receive distributions applicable to Senior Debt. A distribution made under this Article 12 to holders of such Senior Debt which otherwise would have been made to Securityholders is not, as between the relevant Subsidiary Guarantor and Securityholders, a payment by such Subsidiary Guarantor on such Senior Debt.

SECTION 12.07. Relative Rights. This Article 12 defines the relative rights of Securityholders and holders of Senior Debt of a Subsidiary Guarantor. Nothing in this Indenture shall:

(1) impair, as between a Subsidiary Guarantor and Securityholders, the obligation of such Subsidiary Guarantor, which is absolute and unconditional, to pay the Obligations to the extent set forth in Article 11 or the relevant Subsidiary Guaranty; or

(2) prevent the Trustee or any Securityholder from exercising its available remedies upon a default by such Subsidiary Guarantor under the Obligations, subject to the rights of holders of Senior Debt of such Subsidiary Guarantor to receive payments and other distributions otherwise payable to Securityholders.

SECTION 12.08. Subordination May Not Be Impaired by Company. No right of any holder of Senior Debt of any Subsidiary Guarantor to enforce the subordination of the Obligations of such Subsidiary Guarantor shall be impaired

by any act or failure to act by such Subsidiary Guarantor or by its failure to comply with this Indenture. The holders of Senior Debt may extend, renew, modify, amend, compromise, supplement or waive the terms of the Senior Debt or any security therefor and release, sell or exchange such and otherwise deal freely with the Company, all without affecting the liabilities and obligations of the parties to the Indenture or the Securityholders. Each Securityholder by its acceptance of the Securities, waives any and all notice of renewal, extension, modification, amendment or compromise, supplement or waiver (including granting right of accrual) of the Designated Senior Debt, present or future, and agrees and consents to the foregoing.

SECTION 12.09. Rights of Trustee and Paying Agent. Notwithstanding Section 12.03, the Trustee or Paying Agent may continue to make payments on the Securities and shall not be charged with knowledge of the existence of facts that would prohibit the making of any such payments unless, prior to such payment, a Trust Officer of the Trustee receives written notice satisfactory to it that payments may not be made under this Article 12; provided, however, that if on a date not less than two Business Days prior to the date on which by the terms of this Indenture moneys deposited by the Company with the Trustee for the payment of the Securities shall have become payable for any purpose, the Trustee or the Paying Agent shall not have received with respect to such moneys the notice provided for in this Article 12, then the Trustee or such Payment Agent will have full power and authority to apply the same to the purpose for which they were received. Nothing herein will be construed to relieve any Securityholder from duties imposed upon it under Section 12.05 with respect to moneys received in violation of the provisions of this Article. The Company, the relevant Subsidiary Guarantor, the Registrar or co-registrar, the Paying Agent, a Representative or a holder of Senior Debt of any Subsidiary Guarantor may give the notice; provided, however, that, if an issue of Senior Debt of any Subsidiary Guarantor has a Representative, only the Representative may give the notice.

The Trustee in its individual or any other capacity may hold Senior Debt with the same rights it would have if it were not the Trustee. The Registrar and co-registrar and the Paying Agent may do the same with like rights. The Trustee shall be entitled to all the rights set forth in this Article 12 with respect to any Senior Debt of any Subsidiary Guarantor which may at any time be held by it, to the same extent as any other holder of Senior Debt; and nothing in Article 7 shall deprive the Trustee of any of its rights as such holder. Nothing in this Article 12 shall

apply to claims of, or payments to, the Trustee under or pursuant to Section 7.07.

SECTION 12.10. Distribution or Notice to Representative. Whenever a distribution is to be made or a notice given to holders of Senior Debt of any Subsidiary Guarantor, the distribution may be made and the notice given to their Representative (if any).

SECTION 12.11. Article 12 Not To Prevent Defaults Under a Subsidiary Guarantee or Limit Right To Demand Payment. The failure to make a payment pursuant to a Subsidiary Guarantee by reason of any provision in this Article 12 shall not be construed as preventing the occurrence of a default under such Subsidiary Guaranty. Nothing in this Article 12 shall have any effect on the right of the Securityholders or the Trustee to make a demand for payment on any Subsidiary Guarantor pursuant to Article 11 or the relevant Subsidiary Guaranty.

SECTION 12.12. Trustee Entitled To Rely. Upon any payment or distribution pursuant to this Article 12, the Trustee and the Securityholders shall be entitled to rely (i) upon any order or decree of a court of competent jurisdiction in which any proceedings of the nature referred to in Section 12.02 are pending, (ii) upon a certificate of the liquidating trustee or agent or other Person making such payment or distribution to the Trustee or to the Securityholders or (iii) upon the Representatives for the holders of Senior Debt of any Subsidiary Guarantor for the purpose of ascertaining the Persons entitled to participate in such payment or distribution, the holders of such Senior Debt and other indebtedness of such Subsidiary Guarantor, the amount thereof or payable thereon, the amount or amounts paid or distributed thereon and all other facts pertinent thereto or to this Article 12. In the event that the Trustee determines, in good faith, that evidence is required with respect to the right of any Person as a holder of Senior Debt of any Subsidiary Guarantor to participate in any payment or distribution pursuant to this Article 12, the Trustee may request such Person to furnish evidence to the reasonable satisfaction of the Trustee as to the amount of Senior Debt of such Subsidiary Guarantor held by such Person, the extent to which such Person is entitled to participate in such payment or distribution and other facts pertinent to the rights of such Person under this Article 12, and, if such evidence is not furnished, the Trustee may defer any payment to such Person pending judicial determination as to the right of such Person to receive such payment. The provisions of Sections 7.01 and 7.02 shall be

applicable to all actions or omissions of actions by the Trustee pursuant to this Article 12.

SECTION 12.13. Trustee To Effectuate Subordination. Each Securityholder by accepting a Security authorizes and directs the Trustee on his behalf to take such action as may be necessary or appropriate to acknowledge or effectuate the subordination between the Securityholders and the holders of Senior Debt of any Subsidiary Guarantor as provided in this Article 12 and appoints the Trustee as attorney-in-fact for any and all such purposes.

SECTION 12.14. Trustee Not Fiduciary for Holders of Senior Debt of Subsidiary Guarantor. The Trustee shall not be deemed to owe any fiduciary duty to the holders of Senior Debt of any Subsidiary Guarantor and shall not be liable to any such holders if it shall mistakenly pay over or distribute to Securityholders or the Company or any other Person, money or assets to which any holders of such Senior Debt shall be entitled by virtue of this Article 12 or otherwise.

SECTION 12.15. Reliance by Holders of Senior Debt on Subordination Provisions. Each Securityholder by accepting a Security acknowledges and agrees that the foregoing subordination provisions are, and are intended to be, an inducement and a consideration to each holder of any Senior Debt of any Subsidiary Guarantor, whether such Senior Debt was created or acquired before or after the issuance of the Securities, to acquire and continue to hold, or to continue to hold, such Senior Debt and such holder of Senior Debt shall be deemed conclusively to have relied on such subordination provisions in acquiring and continuing to hold, or in continuing to hold, such Senior Debt.

ARTICLE 13

Miscellaneous

SECTION 13.01. Trust Indenture Act Controls. If any provision of this Indenture limits, qualifies or conflicts with another provision which is required to be included in this Indenture by the TIA, the required provision shall control.

SECTION 13.02. Notices. Any notice or communication shall be in writing and delivered in person or mailed by first-class mail addressed as follows:

if to the Company or any Subsidiary Guarantor:

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

Attention of: Alfred C. Liggins, III
Chief Executive Officer

if to the Trustee:

United States Trust Company of New York
114 West 47th Street, 25th floor
New York, NY 10036

Attention of : Corporate Trust Division

The Company or the Trustee by notice to the other may designate additional or different addresses for subsequent notices or communications.

Any notice or communication mailed to a Securityholder shall be mailed to the Securityholder at the Securityholder's address as it appears on the registration books of the Registrar and shall be sufficiently given if so mailed within the time prescribed.

Failure to mail a notice or communication to a Securityholder or any defect in it shall not affect its sufficiency with respect to other Securityholders. If a notice or communication is mailed in the manner provided above, it is duly given, whether or not the addressee receives it.

SECTION 13.03. Communication by Holders with Other Holders. Securityholders may communicate pursuant to TIA ss. 312(b) with other Securityholders with respect to their rights under this Indenture or the Securities. The Company, the Trustee, the Registrar and anyone else shall have the protection of TIA ss. 312(c).

SECTION 13.04. Certificate and Opinion as to Conditions Precedent. Upon any request or application by the Company to the Trustee to take or refrain from taking

any action under this Indenture, the Company shall furnish to the Trustee:

(1) an Officers' Certificate in form and substance reasonably satisfactory to the Trustee stating that, in the opinion of the signers, all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with; and

(2) an Opinion of Counsel in form and substance reasonably satisfactory to the Trustee stating that, in the opinion of such counsel, all such conditions precedent have been complied with.

SECTION 13.05. Statements Required in Certificate or Opinion. Each certificate or opinion with respect to compliance with a covenant or condition provided for in this Indenture shall include:

(1) a statement that the individual making such certificate or opinion has read such covenant or condition;

(2) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(3) a statement that, in the opinion of such individual, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(4) a statement as to whether or not, in the opinion of such individual, such covenant or condition has been complied with.

SECTION 13.06. When Securities Disregarded. In determining whether the Holders of the required principal amount of Securities have concurred in any direction, waiver or consent, Securities owned by the Company or by any Person directly or indirectly controlling or controlled by or under direct or indirect common control with the Company shall be disregarded and deemed not to be outstanding, except that, for the purpose of determining whether the Trustee shall be protected in relying on any such direction, waiver or consent, only Securities which the Trustee knows are so owned shall be so disregarded. Also, subject to the foregoing, only Securities outstanding at the time shall be considered in any such determination.

SECTION 13.07. Rules by Trustee, Paying Agent and Registrar. The Trustee may make reasonable rules for action by or a meeting of Securityholders. The Registrar and the Paying Agent may make reasonable rules for their functions.

SECTION 13.08. Legal Holidays. A "Legal Holiday" is a Saturday, a Sunday or a day on which banking institutions are not required to be open in the State of New York. If a payment date is a Legal Holiday, payment shall be made on the next succeeding day that is not a Legal Holiday, and no interest shall accrue for the intervening period. If a regular record date is a Legal Holiday, the record date shall not be affected.

SECTION 13.09. Governing Law. This Indenture and the Securities shall be governed by, and construed in accordance with, the laws of the State of New York but without giving effect to applicable principles of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby.

SECTION 13.10. No Recourse Against Others. A director, officer, employee or stockholder, as such, of the Company shall not have any liability for any obligations of the Company under the Securities or this Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. By accepting a Security, each Securityholder shall waive and release all such liability. The waiver and release shall be part of the consideration for the issue of the Securities.

SECTION 13.11. Successors. All agreements of the Company in this Indenture and the Securities shall bind its successors. All agreements of the Trustee in this Indenture shall bind its successors.

SECTION 13.12. Multiple Originals. The parties may sign any number of copies of this Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. One signed copy is enough to prove this Indenture.

SECTION 13.13. Table of Contents; Headings. The table of contents, cross-reference sheet and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only, are not intended to be considered a part hereof and shall not modify or restrict any of the terms or provisions hereof.

IN WITNESS WHEREOF, the parties have caused this Indenture to be duly executed as of the date first written above.

RADIO ONE, INC.,

by /s/ Alfred Liggins

Name: Alfred Liggins
Title: President

RADIO ONE LICENSES, INC., as Guarantor,

by /s/ Alfred Liggins

Name: Alfred Liggins
Title: President

UNITED STATES TRUST COMPANY OF NEW YORK, as Trustee,

by /s/ Patricia Stermer

Name: Patricia Stermer
Title: Assitant Vice President

EXHIBIT A

[FORM OF FACE OF EXCHANGE SECURITY OR PRIVATE EXCHANGE SECURITY]

*/
**/

No. $

12% Senior Subordinated Notes Due 2004

RADIO ONE, INC., a Delaware corporation, promises to pay to , or registered assigns, the principal sum of Dollars on May 15, 2004.

Interest Payment Dates: May 15 and November 15.

Record Dates: May 1 and November 1.

Additional provisions of this Security are set forth on the other side of this Security.

Dated:

RADIO ONE INC.,

by

President

Secretary

TRUSTEE'S CERTIFICATE OF
AUTHENTICATION

UNITED STATES TRUST COMPANY
OF NEW YORK,

as Trustee, certifies
that this is one of [Seal]
the Securities referred
to in the Indenture.

by

Authorized Signatory

- ----------

*/ If the Security is to be issued in global form add the Global Securities Legend from Exhibit 1 to Appendix A and the attachment from such Exhibit 1 captioned "[TO BE ATTACHED TO GLOBAL SECURITIES] SCHEDULE OF INCREASES OR DECREASES IN GLOBAL SECURITY".

**/ If the Security is a Private Exchange Security issued in a Private Exchange to an Initial Purchaser holding an unsold portion of its initial allotment, add the Restricted Securities Legend from Exhibit 1 to Appendix A and replace the Assignment Form included in this Exhibit A with the Assignment Form included in such Exhibit 1.

[FORM OF REVERSE SIDE OF EXCHANGE SECURITY OR PRIVATE EXCHANGE SECURITY]

12% Senior Subordinated Note Due 2004

1. Interest

Radio One, Inc., a Delaware corporation (such corporation, and its successors and assigns under the Indenture hereinafter referred to, being herein called the "Company"), promises to pay interest on the principal amount of this Security from May 19, 1997 to and including May 15, 2000 at a rate of 7% per annum and after May 15, 2000 until maturity at a rate of 12% per annum; provided, however, that if a Registration Default (as defined in the Registration Rights Agreement) occurs, additional interest will accrue on this Security at a rate of 0.50% per annum from and including the date on which any such Registration Default shall occur to but excluding the date on which all Registration Defaults have been cured. The Company will pay interest semiannually on May 15 and November 15 of each year, commencing on November 15, 1997. Interest on the Securities will accrue from the most recent date to which interest has been paid or, if no interest has been paid, from May 19, 1997. Interest will be computed on the basis of a 360-day year of twelve 30-day months. The Company shall pay interest on overdue principal at the rate borne by the Securities plus 2% per annum, and it shall pay interest on overdue installments of interest at the same rate to the extent lawful.

2. Method of Payment

The Company will pay interest on the Securities (except defaulted interest) to the Persons who are registered holders of Securities at the close of business on May 1 or November 1 next preceding the interest payment date even if Securities are canceled after the record date and on or before the interest payment date. Holders must surrender Securities to a Paying Agent to collect principal payments. The Company will pay principal and interest in money of the United States that at the time of payment is legal tender for payment of public and private debts. Payments in respect of Securities (including principal, premium and interest) will be made by wire transfer of immediately

available funds to the accounts specified by the holders thereof or, if no U.S. dollar account maintained by the payee with a bank in the United States is designated by any holder to the Trustee or the Paying Agent at least 30 days prior to the relevant due date for payment (or such other date as the Trustee may accept in its discretion), by mailing a check to the registered address of such holder.

3. Paying Agent and Registrar

Initially, United States Trust Company of New York, a New York trust company ("Trustee"), will act as Paying Agent and Registrar. The Company may appoint and change any Paying Agent, Registrar or co-registrar without notice. The Company or any of its domestically incorporated Wholly Owned Subsidiaries may act as Paying Agent, Registrar or co-registrar.

4. Indenture

The Company issued the Securities under an Indenture dated as of May 15, 1997 (the "Indenture"), among the Company, Radio One Licenses, Inc., as a Subsidiary Guarantor, and the Trustee. The terms of the Securities include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939 (15 U.S.C. ss.ss. 77aaa-77bbbb) as in effect on the date of the Indenture (the "Act"). Terms defined in the Indenture and not defined herein have the meanings ascribed thereto in the Indenture. The Securities are subject to all such terms, and Securityholders are referred to the Indenture and the Act for a statement of those terms.

The Securities are general unsecured obligations of the Company limited to $85,478,000 aggregate principal amount (subject to Section 2.07 of the Indenture). The Indenture contains certain restrictive covenants with respect to the Company and certain of its subsidiaries, including limitations on (a) the sale of assets, including the equity interests of such subsidiaries, (b) asset swaps, (c) the payment of Restricted Payments (as defined), (d) the incurrence of indebtedness and issuance of preferred stock by the Company or such subsidiaries, (e) the issuance of Equity Interests (as defined) by such subsidiaries, (f) certain transactions with affiliates, (g) the incurrence of senior subordinated debt and (h) certain consolidations and mergers. The Indenture also will prohibit certain

restrictions on distributions from such subsidiaries. All of these limitations and prohibitions, however, are subject to a number of important qualifications.

5. Optional Redemption

Except as set forth in the next paragraph, the Securities may not be redeemed prior to May 15, 2001. On and after that date, the Company may redeem the Securities in whole at any time or in part from time to time at the following redemption prices (expressed in percentages of principal amount), plus accrued interest to the redemption date (subject to the right of Holders of record on the relevant record date to receive interest due on the related interest payment date) if redeemed during the 12-month period beginning on May 15 of each of the years indicated below.

Period	Percentage
2001	106.000%
2002	104.000%
2003	100.000%

In addition, at any time prior to May 15, 2000, the Company may redeem up to 25% of the original principal amount of the Securities with the net proceeds of a Public Equity Offering, at any time or from time to time, at a redemption price (expressed as a percentage of Accreted Value) of 112%, plus accrued interest to redemption date (subject to the right of Holders of record on the relevant record date to receive interest due on the related interest payment date); provided, however, that (a) such redemptions shall occur within 180 days following the closing of such Public Equity Offering and (b) after giving effect to such redemption, at least $64,109,000 aggregate Accreted Value of the Securities shall remain outstanding.

6. Notice of Redemption

Notice of redemption will be mailed at least 30 days but not more than 60 days before the redemption date to each Holder of Securities to be redeemed at his registered address. Securities in denominations larger than $1,000 may be redeemed in part but only in whole multiples of $1,000. If money sufficient to pay the redemption price of and accrued interest on all Securities (or portions thereof) to be redeemed on the redemption date is deposited with the

Paying Agent on or before the redemption date and certain other conditions are satisfied, on and after such date interest ceases to accrue on such Securities (or such portions thereof) called for redemption.

7. Offers to Purchase

The Company shall be required (a) upon a Change of Control, subject to certain conditions, to commence an Offer to Purchase all the Securities and (b) upon the realization of Excess Proceeds in an amount greater than $5,000,000, to commence an Offer to Purchase Securities in a principal amount equal to such Excess Proceeds, in each case at a repurchase price equal to 101% of the Accreted Value of the Securities to be repurchased plus accrued interest to the date of repurchase (subject to the right of holders of record on the relevant record date to receive interest due on the related interest payment date) as provided in, and subject to the terms of, the Indenture.

8. Subordination

The Securities are subordinated to Senior Debt, as defined in the Indenture. To the extent provided in the Indenture, Senior Debt must be paid before the Securities may be paid. The Company agrees, and each Securityholder by accepting a Security agrees, to the subordination provisions contained in the Indenture and authorizes the Trustee to give it effect and appoints the Trustee as attorney-in-fact for such purpose.

9. Denominations; Transfer; Exchange

The Securities are in registered form without coupons in denominations of $1,000 and whole multiples of $1,000. A Holder may transfer or exchange Securities in accordance with the Indenture. The Registrar may require a Holder, among other things, to furnish appropriate endorsements or transfer documents and to pay any taxes and fees required by law or permitted by the Indenture. The Registrar need not register the transfer of or exchange any Securities selected for redemption (except, in the case of a Security to be redeemed in part, the portion of the Security not to be redeemed) or any Securities for a period of 15 days before a selection of Securities to be redeemed or 15 days before an interest payment date.

10. Persons Deemed Owners

The registered Holder of this Security may be treated as the owner of it for all purposes.

11. Unclaimed Money

If money for the payment of principal or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Company at its request unless an abandoned property law designates another Person. After any such payment, Holders entitled to the money must look only to the Company and not to the Trustee for payment.

12. Discharge and Defeasance

Subject to certain conditions, the Company at any time may terminate some or all of its obligations under the Securities and the Indenture if the Company deposits with the Trustee money or U.S. Government Obligations for the payment of principal and interest on the Securities to redemption or maturity, as the case may be.

13. Amendment, Waiver

Subject to certain exceptions set forth in the Indenture, (i) the Indenture or the Securities may be amended with the written consent of the Holders of at least a majority in aggregate principal amount outstanding of the Securities and (ii) any default or noncompliance with any provision may be waived with the written consent of the Holders of a majority in principal amount outstanding of the Securities. Subject to certain exceptions set forth in the Indenture, without the consent of any Securityholder, the Company and the Trustee may amend the Indenture or the Securities to cure any ambiguity, omission, defect or inconsistency, or to comply with Article 5 of the Indenture, or to provide for uncertificated Securities in addition to or in place of certificated Securities, or to add guarantees with respect to the Securities or to secure the Securities, or to add additional covenants or surrender rights and powers conferred on the Company, or to comply with any request of the SEC in connection with qualifying the Indenture under the Act, or to make certain changes in the subordination provisions, or to make any change that does not adversely affect the rights of any Securityholder.

14. Defaults and Remedies

Under the Indenture, Events of Default include (i) default in payment of principal on the Securities when due; (ii) default for 30 days in payment of interest on the Securities; (iii) failure to purchase the Securities required to be purchased pursuant to paragraph 7; (iv) failure by the Company to comply with other agreements in the Indenture or the Securities, in certain cases subject to notice and lapse of time; (v) certain accelerations (including failure to pay within 30 days after final maturity) of other Indebtedness of the Company or any Restricted Subsidiary if the amount accelerated (or so unpaid) exceeds $5,000,000; (vi) certain events of bankruptcy or insolvency with respect to the Company or any Restricted Subsidiary; and (vii) certain judgments or decrees for the payment of money in excess of $5,000,000. If an Event of Default occurs and is continuing, the Trustee or the Holders of at least 25% in aggregate principal amount of the Securities may declare all the Securities to be due and payable immediately. Certain events of bankruptcy or insolvency are Events of Default which will result in the Securities being due and payable immediately upon the occurrence of such Events of Default.

Securityholders may not enforce the Indenture or the Securities except as provided in the Indenture. The Trustee may refuse to enforce the Indenture or the Securities unless it receives reasonable indemnity or security. Subject to certain limitations, Holders of a majority in principal amount of the Securities may direct the Trustee in its exercise of any trust or power. The Trustee may withhold from Securityholders notice of any continuing Default (except a Default in payment of principal or interest) if it determines that withholding notice is in the interest of the Holders.

15. Trustee Dealings with the Company

Subject to certain limitations imposed by the Act, the Trustee under the Indenture, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with and collect obligations owed to it by the Company or its Affiliates and may otherwise deal with the Company or its Affiliates with the same rights it would have if it were not Trustee.

16. No Recourse Against Others

A director, officer, employee or stockholder, as such, of the Company or the Trustee shall not have any liability for any obligations of the Company under the Securities or the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. By accepting a Security, each Securityholder waives and releases all such liability. The waiver and release are part of the consideration for the issue of the Securities.

17. Authentication

This Security shall not be valid until an authorized signatory of the Trustee (or an authenticating agent) manually signs the certificate of authentication on the other side of this Security.

18. Abbreviations

Customary abbreviations may be used in the name of a Securityholder or an assignee, such as TEN COM (=tenants in common), TEN ENT (=tenants by the entireties), JT TEN (=joint tenants with rights of survivorship and not as tenants in common), CUST (=custodian), and U/G/M/A (=Uniform Gift to Minors Act).

19. CUSIP Numbers

Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures the Company has caused CUSIP numbers to be printed on the Securities and has directed the Trustee to use CUSIP numbers in notices of redemption as a convenience to Securityholders. No representation is made as to the accuracy of such numbers either as printed on the Securities or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

20. Holders' Compliance with Registration Rights Agreement.

Each Holder of a Security, by acceptance hereof, acknowledges and agrees to the provisions of the Registration Rights Agreement, including, without limitation, the obligations of the Holders with respect to a

registration and the indemnification of the Company to the extent provided therein.

21. Governing Law.

THIS SECURITY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK BUT WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

THE COMPANY WILL FURNISH TO ANY SECURITYHOLDER UPON WRITTEN REQUEST AND WITHOUT CHARGE TO THE SECURITYHOLDER A COPY OF THE INDENTURE WHICH HAS IN IT THE TEXT OF THIS SECURITY IN LARGER TYPE.
REQUESTS MAY BE MADE TO:

ATTENTION OF

- ---

ASSIGNMENT FORM

To assign this Security, fill in the form below:

I or we assign and transfer this Security to

(Print or type assignee's name, address and zip code)

(Insert assignee's soc. sec. or tax I.D. No.)

and irrevocably appoint agent to transfer this Security on the books of the Company. The agent may substitute another to act for him.

_____

Date: _____ Your Signature: _____

_____

Sign exactly as your name appears on the other side of this Security.

OPTION OF HOLDER TO ELECT PURCHASE

IF YOU WANT TO ELECT TO HAVE THIS SECURITY PURCHASED BY THE COMPANY PURSUANT TO SECTION 4.07 OR 4.10 OF THE INDENTURE, CHECK THE BOX: / /

IF YOU WANT TO ELECT TO HAVE ONLY PART OF THIS SECURITY PURCHASED BY THE COMPANY PURSUANT TO SECTION 4.07 OR 4.10 OF THE INDENTURE, STATE THE AMOUNT: $

DATE: _____ YOUR SIGNATURE: _____
(SIGN EXACTLY AS YOUR NAME APPEARS ON THE OTHER SIDE OF THE SECURITY)

SIGNATURE GUARANTEE:_____
(SIGNATURE MUST BE GUARANTEED BY A MEMBER FIRM OF THE NEW YORK STOCK EXCHANGE OR A COMMERCIAL BANK OR TRUST COMPANY)

[FOR OFFERINGS TO QUALIFIED INSTITUTIONAL BUYERS PURSUANT TO RULE 144A, INSTITUTIONAL "ACCREDITED INVESTORS" (AS DEFINED IN RULE 501(A)(1), (2), (3) OR (7)) AND TO CERTAIN PERSONS IN OFFSHORE TRANSACTIONS IN RELIANCE ON REGULATION S.]

PROVISIONS RELATING TO INITIAL SECURITIES,
PRIVATE EXCHANGE SECURITIES
AND EXCHANGE SECURITIES

1. Definitions

1.1 Definitions

For the purposes of this Appendix the following terms shall have the meanings indicated below:

"Definitive Security" means a certificated Initial Security bearing the restricted securities legend set forth in Section 2.3(d) and which is held by an IAI in accordance with Section 2.1(c).

"Depository" means The Depository Trust Company, its nominees and their respective successors.

"Exchange Securities" means the 12% Senior Subordinated Notes Due 2004 to be issued pursuant to this Indenture in connection with a Registered Exchange Offer pursuant to the Registration Rights Agreement.

"IAI" means an institutional "accredited investor" as described in Rule 501(a)(1), (2), (3) or (7) under the Securities Act.

"Initial Purchasers" means Credit Suisse First Boston Corporation and Nationsbanc Capital Markets, Inc.

"Initial Securities" means the 12% Senior Subordinated Notes Due 2004, issued under this Indenture on or about the date hereof.

"Private Exchange" means the offer by the Company, pursuant to the Registration Rights Agreement, to the Initial Purchasers to issue and deliver to each Initial Purchaser, in exchange for the Initial Securities held by such Initial Purchaser as part of its initial distribution, a like aggregate principal amount of Private Exchange Securities.

"Purchase Agreement" means the Purchase Agreement dated May 14, 1997, between the Company and the Initial Purchasers.

"QIB" means a "qualified institutional buyer" as defined in Rule 144A.

"Registered Exchange Offer" means the offer by the Company, pursuant to the Registration Rights Agreement, to certain Holders of Initial Securities, to issue and deliver to such Holders, in exchange for the Initial Securities, a like aggregate principal amount of Exchange Securities registered under the Securities Act.

"Registration Rights Agreement" means the Registration Rights Agreement dated May 14, 1997, among the Company and the Initial Purchasers.

"Securities" means the Initial Securities, the Exchange Securities and the Private Exchange Securities, treated as a single class.

"Securities Act" means the Securities Act of 1933.

"Securities Custodian" means the custodian with respect to a Global Security (as appointed by the Depository), or any successor person thereto and shall initially be the Trustee.

"Shelf Registration Statement" means the registration statement issued by the Company, in connection with the offer and sale of Initial Securities or Private Exchange Securities, pursuant to the Registration Rights Agreement.

"Transfer Restricted Securities" means Definitive Securities and Securities that bear or are required to bear the legend set forth in Section 2.3(d)hereto.

1.2 Other Definitions

Term	Defined in Section:
"Agent Members"	2.1(b)
"Global Security"	2.1(a)
"Regulation S"	2.1(a)
"Rule 144A"	2.1(a)

2. The Securities.

2.1 Form and Dating.

The Initial Securities are being offered and sold by the Company pursuant to the Purchase Agreement.

(a) Global Securities. Initial Securities offered and sold to a QIB in reliance on Rule 144A under the Securities Act ("Rule 144A") or in reliance on Regulation S under the Securities Act ("Regulation S"), in each case as provided in the Purchase Agreement, shall be issued initially in the form of one or more permanent global Securities in definitive, fully registered form without interest coupons with the global securities legend and restricted securities legend set forth in Exhibit 1 hereto (each, a Global Security"), which shall be deposited on behalf of the purchasers of the Initial Securities represented thereby with the Trustee, at its New York office, as custodian for the Depository (or with such other custodian as the Depository may direct), and registered in the name of Cede & Co., a nominee of the Depository, duly executed by the Company and authenticated by the Trustee as hereinafter provided. The aggregate principal amount of the Global Securities may from time to time be increased or decreased by adjustments made on the records of the Trustee and the Depository or its nominee as hereinafter provided.

(b) Book-Entry Provisions. This Section 2.1(b) shall apply only to a Global Security deposited with or on behalf of the Depository.

The Company shall execute and the Trustee shall, in accordance with this Section 2.1(b), authenticate and deliver initially one or more Global Securities that (a) shall be registered in the name of the Depository for such Global Security or Global Securities or the nominee of such Depository and (b) shall be delivered by the Trustee to such Depository or pursuant to such Depository's instructions or held by the Trustee as custodian for the Depository.

Members of, or participants in, the Depository ("Agent Members") shall have no rights under this Indenture with respect to any Global Security held on their behalf by the Depository or by the Trustee as the custodian of the Depository or under such Global Security, and the Depository may be treated by the Company, the Trustee and any agent of

the Company or the Trustee as the absolute owner of such Global Security for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall prevent the Company, the Trustee or any agent of the Company or the Trustee from giving effect to any written certification, proxy or other authorization furnished by the Depository or impair, as between the Depository and its Agent Members, the operation of customary practices of such Depository governing the exercise of the rights of a holder of a beneficial interest in any Global Security.

(c) Certificated Securities. Except as provided in this Section 2.1 or Section 2.3 or 2.4, owners of beneficial interests in Global Securities will not be entitled to receive physical delivery of certificated Securities. Purchasers of Initial Securities who are IAI's and are not QIBs and did not purchase Initial Securities sold in reliance on Regulation S will receive Definitive Securities; provided, however, that upon transfer of such Definitive Securities to a QIB, such Definitive Securities will, unless the Global Security has previously been exchanged, be exchanged for an interest in a Global Security pursuant to the provisions of Section 2.3.

2.2 Authentication. The Trustee shall authenticate and deliver: (1) Initial Securities for original issue in an aggregate principal amount of $85,478,000 and (2) Exchange Securities or Private Exchange Securities for issue only in a Registered Exchange Offer or a Private Exchange, respectively, pursuant to the Registration Rights Agreement, for a like principal amount of Initial Securities, in each case upon a written order of the Company signed by two Officers or by an Officer and either an Assistant Treasurer or an Assistant Secretary of the Company. Such order shall specify the amount of the Securities to be authenticated and the date on which the original issue of Securities is to be authenticated and whether the Securities are to be Initial Securities, Exchange Securities or Private Exchange Securities. The aggregate principal amount of Securities outstanding at any time may not exceed $85,478,000 except as provided in Section 2.07 of this Indenture.

2.3 Transfer and Exchange. (a) Transfer and Exchange of Definitive Securities. When Definitive Securities are presented to the Registrar or a co-registrar with a request:

(x) to register the transfer of such Definitive Securities; or

(y) to exchange such Definitive Securities for an equal principal amount of Definitive Securities of other authorized denominations,

the Registrar or co-registrar shall register the transfer or make the exchange as requested if its reasonable requirements for such transaction are met; provided, however, that the Definitive Securities surrendered for transfer or exchange:

(i) shall be duly endorsed or accompanied by a written instrument of transfer in form reasonably satisfactory to the Company and the Registrar or co-registrar, duly executed by the Holder thereof or his attorney duly authorized in writing; and

(ii) are being transferred or exchanged pursuant to an effective registration statement under the Securities Act, pursuant to Section 2.3(b) or pursuant to clause (A), (B) or (C) below, and are accompanied by the following additional information and documents, as applicable:

(A) if such Definitive Securities are being delivered to the Registrar by a Holder for registration in the name of such Holder, without transfer, a certification from such Holder to that effect (in the form set forth on the reverse of the Security); or

(B) if such Definitive Securities are being transferred to the Company, a certification to that effect (in the form set forth on the reverse of the Security); or

(C) if such Definitive Securities are being transferred (w) pursuant to an exemption from registration in accordance with Rule 144; or (x) in reliance on another exemption from the registration requirements of the Securities Act: (i) a certification to that effect (in the form set forth on the reverse of the Security) and (ii) if the Company or Registrar so requests, an opinion of counsel or other evidence reasonably satisfactory to them as to the compliance with the restrictions set forth in the legend set forth in Section 2.3(d)(i).

(b) Restrictions on Transfer of a Definitive Security for a Beneficial Interest in a Global Security. A Definitive Security may not be exchanged for a beneficial interest in a Global Security except upon satisfaction of the requirements set forth below. Upon receipt by the Trustee of a Definitive Security, duly endorsed or accompanied by appropriate instruments of transfer, in form satisfactory to the Trustee, together with:

(i) certification, in the form set forth on the reverse of the Security, that such Definitive Security is being transferred (A) to a QIB in accordance with Rule 144A, or (B) outside the United States in an offshore transaction within the meaning of Regulation S and in compliance with Rule 904 under the Securities Act; and

(ii) written instructions directing the Trustee to make, or to direct the Securities Custodian to make, an adjustment on its books and records with respect to such Global Security to reflect an increase in the aggregate principal amount of the Securities represented by the Global Security, such instructions to contain information regarding the Depositary account to be credited with such increase,

then the Trustee shall cancel such Definitive Security and cause, or direct the Securities Custodian to cause, in accordance with the standing instructions and procedures existing between the Depository and the Securities Custodian, the aggregate principal amount of Securities represented by the Global Security to be increased by the aggregate principal amount of the Definitive Security to be exchanged and shall credit or cause to be credited to the account of the Person specified in such instructions a beneficial interest in the Global Security equal to the principal amount of the Definitive Security so canceled. If no Global Securities are then outstanding, the Company shall issue and the Trustee shall authenticate, upon written order of the Company in the form of an Officers' Certificate, a new Global Security in the appropriate principal amount.

(c) Transfer and Exchange of Global Securities. (i) The transfer and exchange of Global Securities or beneficial interests therein shall be effected through the Depository, in accordance with this Indenture (including applicable restrictions on transfer set forth herein, if any)

and the procedures of the Depository therefor. A transferor of a beneficial interest in a Global Security shall deliver to the Registrar a written order given in accordance with the Depositary's procedures containing information regarding the participant account of the Depositary to credited with a beneficial interest in the Global Security. The Registrar shall, in accordance with such instructions instruct the Depositary to credit to the account of the Person specified in such instructions a beneficial interest in the Global Security and to debit the account of the Person making the transfer the beneficial interest in the Global Security being transferred.

(ii) Notwithstanding any other provisions of this Appendix (other than the provisions set forth in Section 2.4), a Global Security may not be transferred as a whole except by the Depository to a nominee of the Depository or by a nominee of the Depository to the Depository or another nominee of the Depository or by the Depository or any such nominee to a successor Depository or a nominee of such successor Depository.

(iii) In the event that a Global Security is exchanged for Securities in definitive registered form pursuant to Section 2.4 or Section 2.09 of the Indenture, prior to the consummation of a Registered Exchange Offer or the effectiveness of a Shelf Registration Statement with respect to such Securities, such Securities may be exchanged only in accordance with such procedures as are substantially consistent with the provisions of this Section 2.3 (including the certification requirements set forth on the reverse of the Initial Securities intended to ensure that such transfers comply with Rule 144A or Regulation S, as the case may be) and such other procedures as may from time to time be adopted by the Company.

(d) Legend.

(i) Except as permitted by the following paragraphs (ii), (iii) and (iv), each Security certificate evidencing the Global Securities and the Definitive Securities (and all Securities issued in exchange therefor or in substitution thereof) shall bear a legend in substantially the following form:

"THIS NOTE (OR ITS PREDECESSOR) WAS ORIGINALLY ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND THIS NOTE MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM. EACH PURCHASER OF THIS NOTE IS HEREBY NOTIFIED THAT THE SELLER OF THIS NOTE MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A THEREUNDER.

"THE HOLDER OF THIS NOTE AGREES FOR THE BENEFIT OF THE COMPANY THAT (A) THIS NOTE MAY BE OFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED, ONLY (I) TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (II) OUTSIDE THE UNITED STATES IN A TRANSACTION IN ACCORDANCE WITH RULE 904 UNDER THE SECURITIES ACT, (III) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER (IF AVAILABLE), (IV) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR (V) TO THE COMPANY, IN EACH OF CASES (I) THROUGH (V) IN ACCORDANCE WITHIN ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES, AND (B) THE HOLDER WILL, AND EACH SUBSEQUENT HOLDER IS REQUIRED TO, NOTIFY ANY PURCHASER OF THIS NOTE FROM IT OF THE RESALE RESTRICTIONS REFERRED TO IN (A) ABOVE. "THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE."

Each Definitive Security will also bear the following additional legend:

"IN CONNECTION WITH ANY TRANSFER, THE HOLDER WILL DELIVER TO THE REGISTRAR AND TRANSFER AGENT SUCH CERTIFICATES AND OTHER INFORMATION AS SUCH TRANSFER AGENT MAY REASONABLY REQUIRE TO CONFIRM THAT THE TRANSFER COMPLIES WITH THE FOREGOING RESTRICTIONS."

(ii) Upon any sale or transfer of a Transfer Restricted Security (including any Transfer Restricted

Security represented by a Global Security) pursuant to Rule 144 under the Securities Act:

(A) in the case of any Transfer Restricted Security that is a Definitive Security, the Registrar shall permit the Holder thereof to exchange such Transfer Restricted Security for a certificated Security that does not bear the legend set forth above and rescind any restriction on the transfer of such Transfer Restricted Security; and

(B) in the case of any Transfer Restricted Security that is represented by a Global Security, the Registrar shall permit the Holder thereof to exchange such Transfer Restricted Security for a certificated Security that does not bear the legend set forth above and rescind any restriction on the transfer of such Transfer Restricted Security, if the Holder certifies in writing to the Registrar that its request for such exchange was made in reliance on Rule 144 (such certification to be in the form set forth on the reverse of the Security).

(iii) After a transfer of any Initial Securities or Private Exchange Securities during the period of the effectiveness of a Shelf Registration Statement with respect to such Initial Securities or Private Exchange Securities, as the case may be, all requirements pertaining to legends on such Initial Security or such Private Exchange Security will cease to apply, the requirements requiring any such Initial Security or such Private Exchange Security issued to certain Holders be issued in global form will cease to apply, and a certificated Initial Security or Private Exchange Security without legends will be available to the transferee of the Holder of such Initial Securities or Private Exchange Securities upon exchange of such transferring Holder's certificated Initial Security or Private Exchange Security or directions to transfer such Holder's interest in the Global Security, as applicable.

(iv) Upon the consummation of a Registered Exchange Offer with respect to the Initial Securities pursuant to which Holders of such Initial Securities are offered Exchange Securities in exchange for their Initial Securities, all requirements pertaining to such Initial Securities that Initial Securities issued to certain

Holders be issued in global form will cease to apply and certificated Initial Securities with the restricted securities legend set forth in Exhibit 1 hereto will be available to Holders of such Initial Securities that do not exchange their Initial Securities, and Exchange Securities in certificated or global form will be available to Holders that exchange such Initial Securities in such Registered Exchange Offer.

(v) Upon the consummation of a Private Exchange with respect to the Initial Securities pursuant to which Holders of such Initial Securities are offered Private Exchange Securities in exchange for their Initial Securities, all requirements pertaining to such Initial Securities that Initial Securities issued to certain Holders be issued in global form will still apply, and Private Exchange Securities in global form with the Restricted Securities Legend set forth in Exhibit 1 hereto will be available to Holders that exchange such Initial Securities in such Private Exchange.

(e) Cancelation or Adjustment of Global Security. At such time as all beneficial interests in a Global Security have either been exchanged for certificated or Definitive Securities, redeemed, repurchased or canceled, such Global Security shall be returned to the Depository for cancelation or retained and canceled by the Trustee. At any time prior to such cancelation, if any beneficial interest in a Global Security is exchanged for certificated or Definitive Securities, redeemed, repurchased or canceled, the principal amount of Securities represented by such Global Security shall be reduced and an adjustment shall be made on the books and records of the Trustee (if it is then the Securities Custodian for such Global Security) with respect to such Global Security, by the Trustee or the Securities Custodian, to reflect such reduction.

(f) Obligations with Respect to Transfers and Exchanges of Securities.

(i) To permit registrations of transfers and exchanges, the Company shall execute and the Trustee shall authenticate certificated Securities, Definitive Securities and Global Securities at the Registrar's or co-registrar's request.

(ii) No service charge shall be made for any registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any transfer tax, assessments, or similar governmental charge payable in connection therewith (other than any such transfer taxes, assessments or similar governmental charge payable upon exchange or transfer pursuant to Sections 3.06, 4.10 and 9.05.

(iii) The Registrar or co-registrar shall not be required to register the transfer of or exchange of (a) any certificated or Definitive Security selected for redemption in whole or in part pursuant to Article 3 of this Indenture, except the unredeemed portion of any certificated or Definitive Security being redeemed in part, or (b) any Security for a period beginning 15 Business Days before the mailing of a notice of an offer to repurchase or redeem Securities or 15 Business Days before an interest payment date.

(iv) Prior to the due presentation for registration of transfer of any Security, the Company, the Trustee, the Paying Agent, the Registrar or any co-registrar may deem and treat the person in whose name a Security is registered as the absolute owner of such Security for the purpose of receiving payment of principal of and interest on such Security and for all other purposes whatsoever, whether or not such Security is overdue, and none of the Company, the Trustee, the Paying Agent, the Registrar or any co-registrar shall be affected by notice to the contrary.

(v) All Securities issued upon any transfer or exchange pursuant to the terms of this Indenture shall evidence the same debt and shall be entitled to the same benefits under this Indenture as the Securities surrendered upon such transfer or exchange.

(g) No Obligation of the Trustee.

(i) The Trustee shall have no responsibility or obligation to any beneficial owner of a Global Security, a member of, or a participant in the Depository or other Person with respect to the accuracy of the records of the Depository or its nominee or of any participant or member thereof, with respect to any ownership interest in the Securities or with respect to the delivery to any

participant, member, beneficial owner or other Person (other than the Depository) of any notice (including any notice of redemption) or the payment of any amount, under or with respect to such Securities. All notices and communications to be given to the Holders and all payments to be made to Holders under the Securities shall be given or made only to or upon the order of the registered Holders (which shall be the Depository or its nominee in the case of a Global Security). The rights of beneficial owners in any Global Security shall be exercised only through the Depository subject to the applicable rules and procedures of the Depository. The Trustee may rely and shall be fully protected in relying upon information furnished by the Depository with respect to its members, participants and any beneficial owners.

(ii) The Trustee shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this Indenture or under applicable law with respect to any transfer of any interest in any Security (including any transfers between or among Depository participants, members or beneficial owners in any Global Security) other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by, the terms of this Indenture, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

2.4 Certificated Securities.

(a) A Global Security deposited with the Depository or with the Trustee as custodian for the Depository pursuant to Section 2.1 shall be transferred to the beneficial owners thereof in the form of certificated Securities in an aggregate principal amount equal to the principal amount of such Global Security, in exchange for such Global Security, only if such transfer complies with Section 2.3 and (i) the Depository notifies the Company that it is unwilling or unable to continue as Depository for such Global Security or if at any time such Depository ceases to be a "clearing agency" registered under the Exchange Act and a successor depositary is not appointed by the Company within 90 days of such notice, or (ii) an Event of Default has occurred and is continuing or (iii) the Company, in its sole discretion, notifies the

Trustee in writing that it elects to cause the issuance of certificated Securities under this Indenture.

(b) Any Global Security that is transferable to the beneficial owners thereof pursuant to this Section shall be surrendered by the Depository to the Trustee located in the Borough of Manhattan, The City of New York, to be so transferred, in whole or from time to time in part, without charge, and the Trustee shall authenticate and deliver, upon such transfer of each portion of such Global Security, an equal aggregate principal amount of certificated Initial Securities of authorized denominations. Any portion of a Global Security transferred pursuant to this Section shall be executed, authenticated and delivered only in denominations of $1,000 and any integral multiple thereof and registered in such names as the Depository shall direct. Any certificated Initial Security delivered in exchange for an interest in the Global Security shall, except as otherwise provided by Section 2.3(d), bear the restricted securities legend set forth in Exhibit 1 hereto.

(c) Subject to the provisions of Section 2.4(b), the registered Holder of a Global Security may grant proxies and otherwise authorize any Person, including Agent Members and Persons that may hold interests through Agent Members, to take any action which a Holder is entitled to take under this Indenture or the Securities.

(d) In the event of the occurrence of either of the events specified in Section 2.4(a), the Company will promptly make available to the Trustee a reasonable supply of certificated Securities in definitive, fully registered form without interest coupons.

EXHIBIT 1
to
RULE 144A/REGULATION S APPENDIX

[FORM OF FACE OF INITIAL SECURITY]

[Global Securities Legend]

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), NEW YORK, NEW YORK, TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO., OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC) ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO ON THE REVERSE HEREOF.

[Restricted Securities Legend]

THIS NOTE (OR ITS PREDECESSOR) WAS ORIGINALLY ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND THIS NOTE MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM. EACH PURCHASER OF THIS NOTE IS HEREBY NOTIFIED THAT THE SELLER OF THIS NOTE MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A THEREUNDER.

THE HOLDER OF THIS NOTE AGREES FOR THE BENEFIT OF THE COMPANY THAT (A) THIS NOTE MAY BE OFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED, ONLY (i) TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (ii) OUTSIDE THE UNITED STATES IN A TRANSACTION IN ACCORDANCE WITH RULE 904 UNDER THE SECURITIES ACT, (iii) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER (IF AVAILABLE), (iv) PURSUANT TO AN EFFECTIVE REGISTRATION

STATEMENT UNDER THE SECURITIES ACT OR (v) TO THE COMPANY, IN EACH OF CASES (i) THROUGH (v) IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES, AND (B) THE HOLDER WILL, AND EACH SUBSEQUENT HOLDER IS REQUIRED TO, NOTIFY ANY PURCHASER OF THIS NOTE FROM IT OF THE RESALE RESTRICTIONS REFERRED TO IN (A) ABOVE. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE.

[IN CONNECTION WITH ANY TRANSFER, THE HOLDER WILL DELIVER TO THE REGISTRAR AND TRANSFER AGENT SUCH CERTIFICATES AND OTHER INFORMATION AS SUCH TRANSFER AGENT MAY REASONABLY REQUIRE TO CONFIRM THAT THE TRANSFER COMPLIES WITH THE FOREGOING RESTRICTIONS.]1

- --------
1. Include if a Definitive Security to be held by an institutional "accredited investor" (as defined in Rule 501(a),(1),(2),(3) or (7) under the Securities Act).

No. $

12% Senior Subordinated Notes Due 2004

RADIO ONE, INC., a Delaware corporation, promises to pay to , or registered assigns, the principal sum of Dollars on May 15, 2004.

Interest Payment Dates: May 15 and November 15.

Record Dates: May 1 and November 1.

Additional provisions of this Security are set forth on the other side of this Security.

Dated:

RADIO ONE, INC.,

by

President

Secretary

TRUSTEE'S CERTIFICATE OF
AUTHENTICATION

UNITED STATES TRUST COMPANY
OF NEW YORK,
as Trustee, certifies
that this is one of
the Securities referred [Seal]
to in the Indenture.
by

Authorized Signatory

[FORM OF REVERSE SIDE OF INITIAL SECURITY]

12% Senior Subordinated Note Due 2004

1. Interest

Radio One, Inc., a Delaware corporation (such corporation, and its successors and assigns under the Indenture hereinafter referred to, being herein called the "Company"), promises to pay interest on the principal amount of this Security from May 19, 1997 to and including May 15, 2000 at a rate of 7% per annum and after May 15, 2000 until maturity at a rate of 12% per annum; provided, however, that if a Registration Default (as defined in the Registration Rights Agreement) occurs, additional interest will accrue on this Security at a rate of 0.50% per annum from and including the date on which any such Registration Default shall occur to but excluding the date on which all Registration Defaults have been cured. The Company will pay interest semiannually on May 15 and November 15 of each year, commencing on November 15, 1997. Interest on the Securities will accrue from the most recent date to which interest has been paid or, if no interest has been paid, from May 19, 1997. Interest will be computed on the basis of a 360-day year of twelve 30-day months. The Company shall pay interest on overdue principal at the rate borne by the Securities plus 2% per annum, and it shall pay interest on overdue installments of interest at the same rate to the extent lawful.

2. Method of Payment

The Company will pay interest on the Securities (except defaulted interest) to the Persons who are registered holders of Securities at the close of business on May 1 or November 1 next preceding the interest payment date even if Securities are canceled after the record date and on or before the interest payment date. Holders must surrender Securities to a Paying Agent to collect principal payments. The Company will pay principal and interest in money of the United States that at the time of payment is legal tender for payment of public and private debts. Payments in respect of the Securities represented by a Global Security (including principal, premium and interest) will be made by wire transfer of immediately available funds to the accounts

specified by The Depository Trust Company. The Company will make all payments in respect of a certificated Security (including principal, premium and interest) by mailing a check to the registered address of each Holder thereof; provided, however, that payments on a certificated Security in an aggregate principal amount of $1,000,000 or more will be made by wire transfer to a U.S. dollar account maintained by the payee with a bank in the United States if such Holder elects payment by wire transfer by giving written notice to the Trustee or the Paying Agent to such effect designating such account no later than 30 days immediately preceding the relevant due date for payment (or such later date as the Trustee may accept in its discretion).

3. Paying Agent and Registrar

Initially, United States Trust Company of New York, a New York trust company ("Trustee"), will act as Paying Agent and Registrar. The Company may appoint and change any Paying Agent, Registrar or co-registrar without notice. The Company or any of its domestically incorporated Wholly Owned Subsidiaries may act as Paying Agent, Registrar or co-registrar.

4. Indenture

The Company issued the Securities under an Indenture dated as of May 15, 1997 (the "Indenture"), among the Company, Radio One Licenses, Inc., as a Subsidiary Guarantor, and the Trustee. The terms of the Securities include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939 (15 U.S.C. ss.ss. 77aaa-77bbbb) as in effect on the date of the Indenture (the "Act"). Terms defined in the Indenture and not defined herein have the meanings ascribed thereto in the Indenture. The Securities are subject to all such terms, and Securityholders are referred to the Indenture and the Act for a statement of those terms.

The Securities are general unsecured obligations of the Company limited to $85,478,000 aggregate principal amount (subject to Section 2.07 of the Indenture). The Indenture contains certain restrictive covenants with respect to the Company and certain of its subsidiaries, including limitations on (a) the sale of assets, including the equity interests of such subsidiaries, (b) asset swaps, (c) the payment of Restricted Payments (as defined), (d) the incurrence of indebtedness and issuance of preferred stock by the Company or such subsidiaries, (e) the issuance of

Equity Interests (as defined) by such subsidiaries, (f) certain transactions with affiliates, (g) the incurrence of senior subordinated debt and (h) certain consolidations and mergers. The Indenture also will prohibit certain restrictions on distributions from such subsidiaries. All of these limitations and prohibitions, however, are subject to a number of important qualifications.

5. Optional Redemption

Except as set forth in the next paragraph, the Securities may not be redeemed prior to May 15, 2001. On and after that date, the Company may redeem the Securities in whole at any time or in part from time to time at the following redemption prices (expressed in percentages of Accreted Value), plus accrued interest to the redemption date (subject to the right of Holders of record on the relevant record date to receive interest due on the related interest payment date), if redeemed during the 12-month period beginning on May 15 of each of the years indicated below:

Period	Percentage
2001	106.000%
2002	104.000%
2003	100.000%

In addition, at any time prior to May 15, 2000, the Company may redeem up to 25% of the original principal amount of the Securities with the net proceeds of a Public Equity Offering, at any time or from time to time, at a redemption price (expressed as a percentage of Accreted Value) of 112%, plus accrued interest to redemption date (subject to the right of Holders of record on the relevant record date to receive interest due on the related interest payment date); provided, however, that (a) such redemption shall occur within 180 days following the closing of such Public Equity Offering and (b) after giving effect to such redemption, at least $64,109,000 aggregate Accreted Value of the Securities shall remain outstanding.

6. Notice of Redemption

Notice of redemption will be mailed at least 30 days but not more than 60 days before the redemption date to each Holder of Securities to be redeemed at his registered address. Securities in denominations larger than $1,000 may be redeemed in part but only in whole multiples of $1,000.

If money sufficient to pay the redemption price of and accrued interest on all Securities (or portions thereof) to be redeemed on the redemption date is deposited with the Paying Agent on or before the redemption date and certain other conditions are satisfied, on and after such date interest ceases to accrue on such Securities (or such portions thereof) called for redemption.

7. Offers to Purchase

The Company shall be required (a) upon a Change of Control, subject to certain conditions, to commence an Offer to Purchase all the Securities and (b) upon the realization of Excess Proceeds in an amount greater than $5,000,00, to commence an Offer to Purchase Securities in a principal amount equal to such Excess Proceeds, in each case at a repurchase price equal to 101% of the Accreted Value of the Securities to be repurchased plus accrued interest to the date of repurchase (subject to the right of holders of record on the relevant record date to receive interest due on the related interest payment date) as provided in, and subject to the terms of, the Indenture.

8. Subordination

The Securities are subordinated to Senior Debt, as defined in the Indenture. To the extent provided in the Indenture, Senior Debt must be paid before the Securities may be paid. The Company agrees, and each Securityholder by accepting a Security agrees, to the subordination provisions contained in the Indenture and authorizes the Trustee to give it effect and appoints the Trustee as attorney-in-fact for such purpose.

9. Denominations; Transfer; Exchange

The Securities are in registered form without coupons in denominations of $1,000 (or in the case of Definitive Securities sold to institutional accredited investors as described in Rule 501(a)(1), (2), (3) or (7) under the Securities Act, minimum denominations of $200,000) and whole multiples of $1,000. A Holder may transfer or exchange Securities in accordance with the Indenture. The Registrar may require a Holder, among other things, to furnish appropriate endorsements or transfer documents and to pay any taxes and fees required by law or permitted by the Indenture. The Registrar need not register the transfer of or exchange any Securities selected for redemption

(except, in the case of a Security to be redeemed in part, the portion of the Security not to be redeemed) or any Securities for a period of 15 days before a selection of Securities to be redeemed or 15 days before an interest payment date.

10. Persons Deemed Owners

The registered Holder of this Security may be treated as the owner of it for all purposes.

11. Unclaimed Money

If money for the payment of principal or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Company at its request unless an abandoned property law designates another Person. After any such payment, Holders entitled to the money must look only to the Company and not to the Trustee for payment.

12. Discharge and Defeasance

Subject to certain conditions, the Company at any time may terminate some or all of its obligations under the Securities and the Indenture if the Company deposits with the Trustee money or U.S. Government Obligations for the payment of principal and interest on the Securities to redemption or maturity, as the case may be.

13. Amendment, Waiver

Subject to certain exceptions set forth in the Indenture, (i) the Indenture or the Securities may be amended with the written consent of the Holders of at least a majority in aggregate principal amount outstanding of the Securities and (ii) any default or noncompliance with any provision may be waived with the written consent of the Holders of a majority in principal amount outstanding of the Securities. Subject to certain exceptions set forth in the Indenture, without the consent of any Securityholder, the Company and the Trustee may amend the Indenture or the Securities to cure any ambiguity, omission, defect or inconsistency, or to comply with Article 5 of the Indenture, or to provide for uncertificated Securities in addition to or in place of certificated Securities, or to add guarantees with respect to the Securities or to secure the Securities, or to add additional covenants or surrender rights and

powers conferred on the Company, or to comply with any request of the SEC in connection with qualifying the Indenture under the Act, or to make certain changes in the subordination provisions, or to make any change that does not adversely affect the rights of any Securityholder.

14. Defaults and Remedies

Under the Indenture, Events of Default include (i) default in payment of principal on the Securities when due; (ii) default for 30 days in payment of interest on the Securities; (iii) failure to purchase the Securities required to be purchased pursuant to paragraph 7; (iv) failure by the Company to comply with other agreements in the Indenture or the Securities, in certain cases subject to notice and lapse of time; (v) certain accelerations (including failure to pay within any grace period after final maturity) of other Indebtedness of the Company or any Restricted Subsidiary if the amount accelerated (or so unpaid) exceeds $5,000,000; (vi) certain events of bankruptcy or insolvency with respect to the Company or any Restricted Subsidiary; and (vii) certain judgments or decrees for the payment of money in excess of $5,000,000. If an Event of Default occurs and is continuing, the Trustee or the Holders of at least 25% in aggregate principal amount of the Securities may declare all the Securities to be due and payable immediately. Certain events of bankruptcy or insolvency are Events of Default which will result in the Securities being due and payable immediately upon the occurrence of such Events of Default.

Securityholders may not enforce the Indenture or the Securities except as provided in the Indenture. The Trustee may refuse to enforce the Indenture or the Securities unless it receives reasonable indemnity or security. Subject to certain limitations, Holders of a majority in principal amount of the Securities may direct the Trustee in its exercise of any trust or power. The Trustee may withhold from Securityholders notice of any continuing Default (except a Default in payment of principal or interest) if it determines that withholding notice is in the interest of the Holders.

15. Trustee Dealings with the Company

Subject to certain limitations imposed by the Act, the Trustee under the Indenture, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with and collect obligations

owed to it by the Company or its Affiliates and may otherwise deal with the Company or its Affiliates with the same rights it would have if it were not Trustee.

16. No Recourse Against Others

A director, officer, employee or stockholder, as such, of the Company or the Trustee shall not have any liability for any obligations of the Company under the Securities or the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. By accepting a Security, each Securityholder waives and releases all such liability. The waiver and release are part of the consideration for the issue of the Securities.

17. Authentication

This Security shall not be valid until an authorized signatory of the Trustee (or an authenticating agent) manually signs the certificate of authentication on the other side of this Security.

18. Abbreviations

Customary abbreviations may be used in the name of a Securityholder or an assignee, such as TEN COM (=tenants in common), TEN ENT (=tenants by the entireties), JT TEN (=joint tenants with rights of survivorship and not as tenants in common), CUST (=custodian), and U/G/M/A (=Uniform Gift to Minors Act).

19. CUSIP Numbers

Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures the Company has caused CUSIP numbers to be printed on the Securities and has directed the Trustee to use CUSIP numbers in notices of redemption as a convenience to Securityholders. No representation is made as to the accuracy of such numbers either as printed on the Securities or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

20. Holders' Compliance with Registration Rights Agreement.

Each Holder of a Security, by acceptance hereof, acknowledges and agrees to the provisions of the

Registration Rights Agreement, including, without limitation, the obligations of the Holders with respect to a registration and the indemnification of the Company to the extent provided therein.

21. Governing Law.

THIS SECURITY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK BUT WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

THE COMPANY WILL FURNISH TO ANY SECURITYHOLDER UPON WRITTEN REQUEST AND WITHOUT CHARGE TO THE SECURITYHOLDER A COPY OF THE INDENTURE WHICH HAS IN IT THE TEXT OF THIS SECURITY IN LARGER TYPE.
REQUESTS MAY BE MADE TO:

ATTENTION OF

- ---

ASSIGNMENT FORM

To assign this Security, fill in the form below:

I or we assign and transfer this Security to

(Print or type assignee's name, address and zip code)

(Insert assignee's soc. sec. or tax I.D. No.)

and irrevocably appoint agent to transfer this Security on the books of the Company. The agent may substitute another to act for him.

- ---

Date: _____ Your Signature: _____

- ---

Sign exactly as your name appears on the other side of this Security.

In connection with any transfer of any of the Securities evidenced by this certificate occurring prior to the expiration of the period referred to in Rule 144(k) under the Securities Act after the later of the date of original issuance of such Securities and the last date, if any, on which such Securities were owned by the Company or any Affiliate of the Company, the undersigned confirms that such Securities are being transferred in accordance with its terms:

CHECK ONE BOX BELOW

(1) [ ] to the Company; or

(2) [ ] pursuant to an effective registration statement under the Securities Act of 1933; or

(3) [ ] inside the United States to a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act of 1933) that purchases for its own account or for the account of a qualified institutional buyer to whom notice is given that such transfer is being made in reliance on Rule 144A, in each case pursuant to and in compliance with Rule 144A under the Securities Act of 1933; or

(4) [ ] outside the United States in an offshore transaction within the meaning of Regulation S under the Securities Act in compliance with Rule 904 under the Securities Act of 1933; or

(5) [ ] pursuant to another available exemption from registration provided by Rule 144 under the Securities Act of 1933.

Unless one of the boxes is checked, the Trustee will refuse to register any of the Securities evidenced by this certificate in the name of any person other than the registered holder thereof; provided, however, that if box (4) or (5) is checked, the Trustee may require, prior to registering any such transfer of the Securities, such legal opinions, certifications and other information as the Company has reasonably requested to confirm that such transfer is being made pursuant to an exemption from, or in a transaction not

subject to, the registration requirements of the Securities Act of 1933, such as the exemption provided by Rule 144 under such Act.

Signature

Signature Guarantee:

- ---
Signature must be guaranteed

Signature

- ---

TO BE COMPLETED BY PURCHASER IF (3) ABOVE IS CHECKED.

The undersigned represents and warrants that it is purchasing this Security for its own account or an account with respect to which it exercises sole investment discretion and that it and any such account is a "qualified institutional buyer" within the meaning of Rule 144A under the Securities Act of 1933, and is aware that the sale to it is being made in reliance on Rule 144A and acknowledges that it has received such information regarding the Company as the undersigned has requested pursuant to Rule 144A or has determined not to request such information and that it is aware that the transferor is relying upon the undersigned's foregoing representations in order to claim the exemption from registration provided by Rule 144A.

Dated: _____ _____

NOTICE: To be executed by an executive officer

[TO BE ATTACHED TO GLOBAL SECURITIES]

SCHEDULE OF INCREASES OR DECREASES IN GLOBAL SECURITY

The following increases or decreases in this Global Security have been made:

Date of Exchange	Amount of decrease in Principal Amount of this Global Security	Amount of increase in Principal Amount of this Global Security	Principal amount of this Global Security following such decrease or increase)	Signature of authorized officer of Trustee or Securities Custodian

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this Security purchased by the Company pursuant to Section 4.07 or 4.10 of the Indenture, check the box:

[ ]

If you want to elect to have only part of this Security purchased by the Company pursuant to Section 4.07 or 4.10 of the Indenture, state the amount in principal amount: $

Date: _____ Your Signature: _____

(Sign exactly as your name appears on the other side of this Security.)

Signature Guarantee: _____

(Signature must be guaranteed)

$85,478,000
RADIO ONE, INC.
12% Senior Subordinated Notes Due 2004

PURCHASE AGREEMENT

May 14, 1997

Credit Suisse First Boston Corporation
NationsBanc Capital Markets, Inc.
c/o Credit Suisse First Boston Corporation
Eleven Madison Avenue
New York, NY 10010

Dear Sirs:

1. Introductory. Radio One, Inc., a Delaware corporation (the "Issuer"), proposes, subject to the terms and conditions stated herein, to issue and sell to the several initial purchasers named in Schedule A hereto (the "Initial Purchasers") U.S.$85,478,000 principal amount at maturity of its 12% Senior Subordinated Notes due 2004 (the "Offered Securities") to be unconditionally guaranteed on a senior subordinated basis (the "Guarantees") by Radio One Licenses, Inc., a Delaware corporation and a wholly owned subsidiary of the Issuer, and all future Subsidiary Guarantors (as defined in the Indenture referred to below) (collectively, the "Guarantors"). The Offered Securities will be issued under an indenture dated as of May 15, 1997 (the "Indenture"), among the Issuer, the Guarantors named therein and United States Trust Company of New York, as Trustee.

This Agreement, the Indenture, the Registration Rights Agreement referred to below and each Guarantee are referred to herein collectively as the "Operative Documents". The Issuer, each Guarantor and each other subsidiary of the Issuer are referred to herein individually as a "Relevant Party" and collectively as the "Relevant Parties".

The Issuer and the Guarantors hereby agree with the several Initial Purchasers as follows:

2. Representations and Warranties of the Issuer. The Issuer and the Guarantors represent and warrant to, and agree with, the several Initial Purchasers that:

(a) A confidential preliminary offering circular dated March 26, 1997 (the "Preliminary Offering Circular") and a confidential offering circular dated May 14, 1997 (the "Final Offering Circular") relating to the Offered Securities have been prepared by the Issuer. The Preliminary Offering Circular and the Final Offering Circular are hereinafter collectively referred to as the "Offering Document". The Preliminary Offering Circular and the Final Offering Circular, as of their respective dates, do not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The preceding sentence does not apply to statements in or omissions from the Offering Document based upon written information furnished to the Issuer by any Initial Purchaser through Credit Suisse First Boston Corporation ("CSFBC") specifically for use therein, it being understood and agreed that the only such information is that described as such in Section 7(b). The information (the "Additional Issuer Information") required to be delivered to holders and prospective purchasers of the Offered Securities pursuant to Section 4.02 of the Indenture and in accordance with Rule 144A(d)(4) under the Securities Act of 1933, as amended (the "Securities Act"), does not include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(b) The Issuer has been duly incorporated and is an existing corporation in good standing under the laws of the State of Delaware, with power and authority (corporate and other) to own its properties and conduct its business as described in the Offering Document; and the Issuer is duly qualified to do business as a foreign corporation in good standing in all other jurisdictions in which its ownership or lease of property or the conduct of its business requires such qualification, except where the failure to so qualify and be in good standing could not reasonably be expected to have a material adverse effect on the condition (financial or other), business, properties or results of operations of the Relevant Parties taken as a whole (a "Material Adverse Effect").

(c) The Issuer has an authorized capitalization as set forth in the Offering Document and all the issued shares of capital stock of the Issuer have been duly authorized and validly issued and are fully paid and non-assessable. The capital stock of the Issuer conforms in all material respects to the description thereof contained in the Offering Document.

(d) Each subsidiary of the Issuer has been duly organized and is validly existing in good standing under the laws of the jurisdiction of its organization, with power and authority (corporate and other) to own its properties and conduct its business as described in the Offering Document; and each subsidiary of the Issuer is duly qualified to do business in good standing in all other jurisdictions in which its ownership or lease of property or the conduct of its business requires such qualification except where the failure to so qualify and be in good standing could not reasonably be expected to have a Material Adverse Effect; all of the issued and outstanding capital stock of each subsidiary of the Issuer that is a corporation has been duly authorized and validly issued and is fully paid and nonassessable; and the capital stock or equity interests of each subsidiary owned by the Issuer, directly or through subsidiaries, is owned free from liens, encumbrances and defects, except as otherwise described in the Offering Document.

(e) The Indenture has been duly authorized by the Issuer and the Guarantors; the Offered Securities have been duly authorized by the Issuer; each Guarantee has been duly authorized by each Guarantor party to it; and when the Offered Securities are delivered and paid for pursuant to this Agreement on the Closing Date (as defined below), the Indenture will have been duly executed and delivered by the Issuer and the Guarantors, such Offered Securities will have been duly executed, authenticated, issued and delivered and will conform to the description thereof contained in the Offering Document, each Guarantee will have been duly executed and delivered by each Guarantor party thereto, and the Indenture, each Guarantee and such Offered Securities will constitute valid and legally binding obligations of the Issuer and the Guarantors, enforceable in accordance with their terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(f) The Registration Rights Agreement dated May 14, 1997 (the "Registration Rights Agreement"), among the Issuer, the Guarantors and the Initial Purchasers, has

been duly authorized, executed and delivered by each of the Issuer and the Guarantors and conforms in all material respects to the description thereof contained in the Offering Document. The Registration Rights Agreement constitutes a valid and legally binding obligation of the Issuer and each Guarantor and is enforceable in accordance with its terms.

(g) This Agreement has been duly authorized, executed and delivered by the Issuer and the Guarantors.

(h) There are no contracts, agreements or understandings between the Issuer and any person that would give rise to a valid claim against the Issuer or any Initial Purchaser for a brokerage commission, finder's fee or other like payment in connection with the issuance and sale of the Offered Securities other than the Initial Purchasers.

(i) No consent, approval, authorization, or order of, or filing with, any governmental agency or body or any court is required for the consummation of the transactions contemplated by the Operative Documents or in connection with the issuance and sale of the Offered Securities by the Issuer, except such as have been obtained or made or as may be required under the Securities Act and the rules and regulations of the Commission thereunder with respect to the Registration Rights Agreement and the transactions contemplated thereunder and such as may be required by securities or blue sky laws of the various states of the United States.

(j) The execution, delivery and performance by each of the Issuer and the Guarantors of the Operative Documents to which it is a party and the issuance and sale of the Offered Securities and compliance with the terms and provisions of the Operative Documents and the Offered Securities, will not result in a breach or violation of any of the terms and provisions of, or constitute a default under, any statute, any rule, regulation or order of any governmental agency or body or any court, domestic or foreign, having jurisdiction over any Relevant Party or any of their respective properties, or any agreement or instrument to which any Relevant Party is a party or by which any Relevant Party is bound or to which any of the properties of any Relevant Party is subject except for any breaches or violations that could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect, or the charter or by-laws of any Relevant Party. The Issuer and each Guarantor has full power and authority to authorize, issue and sell the Offered

Securities and the Guarantees, respectively, as contemplated by this Agreement.

(k) The Preferred Stockholders' Agreement dated as of May 14, 1997 (the "Preferred Stockholders' Agreement") has been executed and delivered by the Issuer, each Guarantor and each holder of the Issuer's outstanding 15% Subordinated Promissory Notes due 2003 (together with all accrued interest thereon, the "Existing Notes").

(l) No consent, approval, authorization, or order of, or filing with, any governmental agency or any court is required under United States federal or state laws for the consummation of the Existing Notes Exchange (as defined below) or the Philadelphia Acquisition (as defined below).

(m) Except as disclosed in the Offering Document, the Relevant Parties have good and marketable title to all material real properties and good and valid title to all other material properties and assets owned by them, in each case free from liens, encumbrances and defects that would materially affect the value thereof or materially interfere with the use made or to be made thereof by them; and the Relevant Parties hold any leased real or personal property under valid and enforceable leases with no exceptions that would materially interfere with the use made or to be made thereof by them.

(n) The Relevant Parties possess adequate certificates, authorities or permits issued by appropriate governmental agencies or bodies, other than the Federal Communications Commission (the "FCC"), necessary to conduct the business now operated by them and have not received any notice of proceedings relating to the revocation or modification of any such certificate, authority or permit that, if determined adversely to any Relevant Party, would individually or in the aggregate have a Material Adverse Effect.

(o) Schedule B hereto contains a true and complete list of all the licenses, permits and authorizations (the "Licenses") obtained from the FCC which the Issuer directly, or indirectly through its subsidiaries, holds with respect to the radio stations (the "Stations") owned or operated by the Issuer, directly or indirectly through its subsidiaries. The Issuer, directly or indirectly through its subsidiaries, is the authorized legal holder of the Licenses listed in Schedule B, none of which is subject to any restrictions or conditions other than on the face of the Licenses or those generally applicable to the operations of the Stations that would limit in any

material respect the full operation of the Stations as currently operated. There are no applications, complaints, or proceedings pending or, to the Issuer's best knowledge, threatened as of the date hereof and the Closing Date before the FCC relating to the business or operations of the Stations, except as disclosed in Schedule C hereto. No proceedings, other than those affecting the broadcast industry generally, are pending or, to the Issuer's best knowledge, threatened which may result in the revocation, modification, non-renewal or suspension of any of the Licenses listed in Schedule B, the denial of any pending application, the issuance of any cease and desist order, the imposition of any administrative action by the FCC or any other governmental or regulatory authority with respect to the Licenses listed in Schedule B, except as disclosed in Schedule C. The Issuer has no reason to believe that the Licenses listed in Schedule B will not be renewed in their ordinary course, and all material reports, forms and statements required to be filed with the FCC with respect to the Stations since the grant of the last renewal of the Stations' Licenses issued by the FCC have been filed and were complete and accurate in all material respects when filed. The Licenses listed in Schedule B, or extensions or renewals thereof, are in full force and effect and are unimpaired by any acts or omissions of any Relevant Party.

(p) As of the date hereof and the Closing Date, the Stations are operating in material compliance with all applicable requirements of the FCC and the Stations are not under any special or temporary authority with respect to their operations.

(q) Each Relevant Party is in material compliance with the Communications Act of 1934 as amended (the "Communications Act") and all written rules, regulations and policies of the FCC applicable to the conduct of the business and operations of the Stations. As of the date hereof and the Closing Date, the use of the assets of the Stations does not violate the Communications Act and any written rules, regulations or policies of the FCC, except where such violation could not reasonably be expected to have a Material Adverse Effect.

(r) As of the date hereof and the Closing Date, no labor dispute with the employees of any Relevant Party exists or, to the knowledge of any Relevant Party, is imminent that might have a Material Adverse Effect.

(s) The Relevant Parties own, possess or can acquire on reasonable terms adequate trademarks, trade names and other rights to inventions, know-how, patents,

copyrights, confidential information and other intellectual property (collectively, "intellectual property rights") necessary to conduct the business now operated by them, or presently employed by them, and have not received any notice of infringement of or conflict with asserted rights of others with respect to any intellectual property rights that, if determined adversely to any Relevant Party, would individually or in the aggregate have a Material Adverse Effect.

(t) No Relevant Party is in violation of any statute, any rule, regulation, decision or order of any governmental agency or body or any court, domestic or foreign, relating to the use, disposal or release of hazardous or toxic substances or relating to the protection or restoration of the environment or human exposure to hazardous or toxic substances (collectively, "environmental laws"), owns or operates any real property contaminated with any substance that is subject to any environmental laws, is liable for any off-site disposal or contamination pursuant to any environmental laws, or is subject to any claim relating to any environmental laws, which violation, contamination, liability or claim would individually or in the aggregate have a Material Adverse Effect; and no Relevant Party is aware of any pending investigation which might lead to such a claim.

(u) There are no pending actions, suits or proceedings against or affecting any Relevant Party or any of their respective properties that, if determined adversely to any Relevant Party, would individually or in the aggregate have a Material Adverse Effect, or would materially and adversely affect the ability of any Relevant Party to perform its obligations under any Operative Document to which it is a party, or which are otherwise material in the context of the sale of the Offered Securities; and no such actions, suits or proceedings are threatened or contemplated.

(v) The financial statements included in the Offering Document present fairly in all material respects the financial position of the Issuer and its consolidated subsidiaries and, to the best knowledge of the Issuer, Jarad Broadcasting Company of Pennsylvania Inc. ("Jarad") as of the dates shown and their results of operations and cash flows for the periods shown, and such financial statements have been prepared in conformity with the generally accepted accounting principles in the United States applied on a consistent basis; and the assumptions used in preparing the pro forma financial statements included in the Offering Document provide a reasonable basis for presenting the

significant effects directly attributable to the transactions or events described therein, the related pro forma adjustments give appropriate effect to those assumptions and the pro forma columns therein reflect the proper application of those adjustments to the corresponding historical financial statement amounts. To the best knowledge of the Issuer, the Statement of Operations relating to WYCB-AM included in the Offering Document presents fairly in all material respects the information contained therein.

(w) Since the date of the latest audited financial statements included in the Offering Document there has been no material adverse change, nor any development or event involving a prospective material adverse change, in the condition (financial or other), business, properties or results of operations of the Relevant Parties taken as a whole, or Jarad and there has been no dividend or distribution of any kind declared, paid or made by the Issuer on any class of its capital stock.

(x) The Issuer is not an open-end investment company, unit investment trust or face-amount certificate company that is or is required to be registered under Section 8 of the United States Investment Company Act of 1940 (the "Investment Company Act"), nor is it a closed-end investment company required to be registered, but not registered, thereunder; and the Issuer is not and, after giving effect to the offering and sale of the Offered Securities and the application of the proceeds thereof as described in the Offering Document, will not be an "investment company" as defined in the Investment Company Act.

(y) No securities of the same class (within the meaning of Rule 144A(d)(3) under the Securities Act) as the Offered Securities are listed on any national securities exchange registered under Section 6 of the United States Securities Exchange Act of 1934 (the "Exchange Act") or quoted in a U.S. automated inter-dealer quotation system.

(z) Assuming that the representations and warranties set forth in Section 4 hereof are true and correct, the offer and sale of the Offered Securities in the manner contemplated by this Agreement will be exempt from the registration requirements of the Securities Act by reason of Section 4(2) thereof and Regulation S thereunder; and it is not necessary to qualify an indenture in respect of the Offered Securities under the United States Trust Indenture Act of 1939, as amended (the "Trust Indenture Act").

(aa) Assuming that the representations and warranties set forth in Section 4 hereof are true and correct, neither the Issuer, nor any of its affiliates, nor any person acting on its or their behalf (i) has, within the six-month period prior to the date hereof, offered or sold in the United States or to any U.S. person (as such terms are defined in Regulation S under the Securities Act) the Offered Securities or any security of the same class or series as the Offered Securities or (ii) has offered or will offer or sell the Offered Securities (A) in the United States by means of any form of general solicitation or general advertising within the meaning of Rule 502(c) under the Securities Act or (B) with respect to any such securities sold in reliance on Rule 903 of Regulation S ("Regulation S") under the Securities Act, by means of any directed selling efforts within the meaning of Rule 902(b) of Regulation S. Assuming that the representations and warranties set forth in Section 4 hereof are true and correct, the Issuer, its affiliates and any person acting on its or their behalf have complied and will comply with the offering restrictions requirement of Regulation S. The Issuer has not entered and will not enter into any contractual arrangement with respect to the distribution of the Offered Securities except for this Agreement.

3. Purchase, Sale and Delivery of Offered Securities. On the basis of the representations, warranties and agreements herein contained, but subject to the terms and conditions herein set forth, the Issuer agrees to sell to the Initial Purchasers, and the Initial Purchasers agree, severally and not jointly, to purchase from the Issuer, at a purchase price of 97% of the gross proceeds thereof plus accrued interest and any increase in accreted value from May 19, 1997 to the Closing Date (as hereinafter defined), the respective principal amounts at maturity of the Offered Securities set forth opposite the names of the several Initial Purchasers in Schedule A hereto. The Issuer will deliver against payment of the purchase price the Offered Securities in the form of one or more permanent global securities in definitive form (the "Global Securities") deposited with the Trustee as custodian for The Depository Trust Company ("DTC") and registered in the name of Cede & Co., as nominee for DTC, and such other securities in definitive, fully registered form as CSFBC shall request for delivery to institutional "accredited investors" (the "AI Securities"). Interests in any permanent Global Securities will be held only in book-entry form through DTC, except in the limited circumstances described in the Offering Document. Payment for the Offered Securities shall be made by the Initial Purchasers in Federal (same-day) funds by

wire transfer to an account in New York previously designated to CSFBC by the Issuer at a bank acceptable to CSFBC at the office of Kirkland & Ellis, Citicorp Center, 153 East 53rd Street, New York, New York, at 10:00 a.m. (New York time), on May 19, 1997, or at such other time not later than seven full business days thereafter as CSFBC and the Issuer determine, such time being herein referred to as the "Closing Date", against delivery to the Trustee as custodian for DTC of the Global Securities and delivery to CSFBC of the AI Securities. The Global Securities and AI Securities will be made available for checking at the above office at least 24 hours prior to the Closing Date.

4. Representations by Initial Purchasers; Resale by Initial Purchasers. (a) Each Initial Purchaser severally represents and warrants to the Issuer that it is an "accredited investor" within the meaning of Regulation D under the Securities Act.

(b) Each Initial Purchaser severally acknowledges that the Offered Securities have not been registered under the Securities Act and, unless so registered, may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S or pursuant to an exemption from the registration requirements of the Securities Act. Each Initial Purchaser severally represents and agrees that it has offered and sold the Offered Securities, and will offer and sell the Offered Securities only in accordance with Rule 903 or Rule 144A under the Securities Act ("Rule 144A"). Accordingly, neither such Initial Purchaser nor its affiliates, nor any persons acting on its or their behalf, have engaged or will engage in any directed selling efforts with respect to the Offered Securities, and such Initial Purchaser, its affiliates and all persons acting on its or their behalf have complied and will comply with the offering restrictions requirement of Regulation S. Unless otherwise defined herein, terms used in this subsection (b) have the meanings given to them by Regulation S.

(c) Each Initial Purchaser may offer and sell Offered Securities in definitive, fully registered form to a limited number of institutions, each of which is reasonably believed by such Initial Purchaser to be an "accredited investor" within the meaning of Rule 501(a)(1), (2), (3) or (7) under the Securities Act or an entity in which all of the equity owners are accredited investors within the meaning of Rule 501(a)(1), (2), (3) or (7) under the Securities Act (each, an "Institutional Accredited Investor"); provided, however, that each such Institutional Accredited Investor executes and delivers to the Initial

Purchasers and the Company, prior to the consummation of any sale of Offered Securities to such Institutional Accredited Investor, an Accredited Investor's Letter in substantially the form attached as Annex A to the Offering Document.

(d) Each Initial Purchaser severally agrees that it and each of its affiliates has not entered and will not enter into any contractual arrangement with respect to the distribution of the Offered Securities except for any such arrangements with the other Initial Purchasers or affiliates of the other Initial Purchasers or with the prior written consent of the Issuer.

(e) Each Initial Purchaser severally agrees that it and each of its affiliates will not offer or sell the Offered Securities purchased hereby in the United States by means of any form of general solicitation or general advertising within the meaning of Rule 502(c) under the Securities Act, including, but not limited to (i) any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television or radio or (ii) any seminar or meeting whose attendees have been invited by any general solicitation or general advertising. Each Initial Purchaser severally agrees, with respect to resales made in reliance on Rule 144A of any of the Offered Securities, to deliver either with the confirmation of such resale or otherwise prior to settlement of such resale a notice to the effect that the resale of such Offered Securities has been made in reliance upon the exemption from the registration requirements of the Securities Act provided by Rule 144A.

(f) Each Initial Purchaser severally represents and agrees that (i) it has not offered or sold and prior to the date six months after the date of issue of the Offered Securities will not offer or sell any Offered Securities to persons in the United Kingdom except to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or otherwise in circumstances which have not resulted and will not result in an offer to the public in the United Kingdom within the meaning of the Public Offers of Securities Regulations 1995, (ii) it has complied and will comply with all applicable provisions of the Financial Services Act 1986 with respect to anything done by it in relation to the Offered Securities in, from or otherwise involving the United Kingdom and (iii) it has only issued or passed on and will only issue or pass on in the United Kingdom any document received by it in connection with the issue of the Offered Securities to a person who is of a kind described in Article 11(3) of the

Financial Services Act 1986 (Investment Advertisements) (Exemptions) Order 1996 or is a person to whom the document may otherwise lawfully be issued or passed on.

(g) Each Initial Purchaser severally represents and agrees that (i) it has not solicited, and will not solicit, offers to purchase any of the Offered Securities from, (ii) it has not sold, and will not sell, any of the Offered Securities to, and (iii) it has not distributed, and will not distribute, the Offering Document to, any person or entity in any jurisdiction outside of the United States except, in each case, in compliance in all material respects with all applicable laws. For the purpose of this Agreement, "United States" means the United States of America, its territories, its possessions and other areas subject to its jurisdiction.

5. Certain Agreements of the Issuer. The Issuer agrees with the several Initial Purchasers that:

(a) The Issuer will advise CSFBC promptly of any proposal to amend or supplement the Offering Document and will not effect such amendment or supplementation without CSFBC's consent. If, at any time prior to the completion of the resale of the Offered Securities by the Initial Purchasers, any event occurs as a result of which the Offering Document as then amended or supplemented would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary at any such time to amend or supplement the Offering Document to comply with any applicable law, the Issuer promptly will notify CSFBC of such event and promptly will prepare, at its own expense, an amendment or supplement that will correct such statement or omission or effect such compliance. Neither CSFBC's consent to, nor the Initial Purchasers' delivery to offerees or investors of, any such amendment or supplement shall constitute a waiver of any of the conditions set forth in Section 6.

(b) The Issuer will furnish to CSFBC copies of any preliminary offering circular, the Offering Document and all amendments and supplements to such documents, in each case as soon as available and in such quantities as CSFBC reasonably requests, and the Issuer will furnish to CSFBC on the date hereof three copies of the Offering Document signed by a duly authorized officer of the Issuer, one of which will include the independent accountants' reports therein manually signed by such independent accountants. At any time when the Issuer is not subject to Section 13 or 15(d)

of the Exchange Act, the Issuer will promptly furnish or cause to be furnished to CSFBC (and, upon request, to each of the other Initial Purchasers) and, upon request of holders and prospective purchasers of the Offered Securities, to such holders and purchasers, copies of the information required to be delivered to holders and prospective purchasers of the Offered Securities pursuant to Rule 144A(d)(4) under the Securities Act (or any successor provision thereto) in order to permit compliance with Rule 144A in connection with resales by such holders of the Offered Securities. The Issuer will pay the expenses of printing and distributing to the Initial Purchasers all such documents.

(c) The Issuer will arrange for the qualification of the Offered Securities for sale under the laws of such jurisdictions in the United States and Canada as CSFBC reasonably designates and will continue such qualifications in effect so long as required for the resale of the Offered Securities by the Initial Purchasers; provided, however, that the Issuer will not be required to qualify as a foreign corporation, subject itself to taxation or to file a general consent to service of process in any such jurisdiction.

(d) For so long as any Offered Securities remain outstanding, the Issuer will furnish to CSFBC and, upon request, to the other Initial Purchaser, as soon as practicable after the end of each fiscal year, a copy of its annual report to stockholders for such year; and the Issuer will furnish to CSFBC and, upon request, to the other Initial Purchaser (i) as soon as available, a copy of each report, notice or communication sent to security holders or, if applicable, filed with any securities exchange and (ii) from time to time, such other information concerning the Issuer as CSFBC may reasonably request.

(e) During the period of two years after the Closing Date, the Issuer will, upon request, furnish to CSFBC and the other Initial Purchaser and any holder of Offered Securities a copy of the restrictions on transfer applicable to the Offered Securities.

(f) During the period of two years after the Closing Date, the Issuer will not, and will not permit any of its affiliates (as defined in Rule 144 under the Securities Act) to, resell any of the Offered Securities that have been reacquired by them.

(g) During the period of two years after the Closing Date, the Issuer will not be or become an open-end investment company, unit investment trust or face-amount

certificate company that is or is required to be registered under Section 8 of the Investment Company Act and is not, and will not be or become, a closed-end investment company required to be registered, but not registered, under the Investment Company Act.

(h) The Issuer will pay all expenses incidental to the performance of the Issuer's and each Guarantor's obligations (as applicable) under the Operative Documents, including (i) the fees and expenses of the Trustee and its professional advisers; (ii) all expenses in connection with the execution, issue, authentication, packaging and initial delivery of the Offered Securities, the preparation and printing of this Agreement, the Registration Rights Agreement, the Offered Securities, the Indenture, the Guarantees, the Offering Document and amendments and supplements thereto, and any other document relating to the issuance, offer, sale and delivery of the Offered Securities; (iii) the cost of qualifying the Offered Securities for trading in the Private Offerings, Resale and Trading through Automated Linkages (PORTAL) market and any expenses incidental thereto; and (iv) the cost of any advertising approved by the Issuer in connection with the issue of the Offered Securities. The Issuer will also pay or reimburse the Initial Purchasers (to the extent incurred by them) for any expenses (including reasonable fees and disbursements of counsel) incurred in connection with qualification of the Offered Securities for sale under the laws of such jurisdictions in the United States and Canada as CSFBC reasonably designates and the printing of memoranda relating thereto, for any fees charged by investment rating agencies for the rating of the Offered Securities, for all travel expenses of the Issuer's officers and employees and any other expenses of the Issuer in connection with attending or hosting meetings with prospective purchasers of the Offered Securities from the Initial Purchasers and for expenses incurred in distributing preliminary offering circulars and the Offering Document (including any amendments and supplements thereto) to the Initial Purchasers.

(i) For a period of 90 days after the date hereof, neither the Issuer nor any of its affiliates has or will, either alone or with one or more other persons, bid for or purchase for any account in which it or any of its affiliates has a beneficial interest any Offered Securities or attempt to induce any person to purchase any Offered Securities; and neither it nor any of its affiliates will make bids or purchases for the purpose of creating actual, or apparent, active trading in, or of raising the price of, the Offered Securities.

(j) For a period of 180 days after the date hereof, the Issuer will not offer, sell, contract to sell, pledge or otherwise dispose of any United States dollar-denominated debt securities issued or guaranteed by the Issuer (other than any commercial loans or other debt incurred in the ordinary course of the Issuer's business) and having a maturity of more than one year from the date of issue without the prior written consent of CSFBC, which consent shall not be reasonably withheld. The Issuer will not at any time offer, sell, contract to sell, pledge or otherwise dispose of, directly or indirectly, any securities under circumstances where such offer, sale, pledge, contract or disposition would cause the exemption afforded by Section 4(2) of the Securities Act or the safe harbor of Regulation S thereunder to cease to be applicable to the offer and sale of the Offered Securities.

6. Conditions of the Obligations of the Initial Purchasers. The obligations of the several Initial Purchasers to purchase and pay for the Offered Securities will be subject to the accuracy of the representations and warranties on the part of the Issuer and the Guarantors herein, to the accuracy of the statements of officers of the Issuer made pursuant to the provisions hereof, to the performance by the Issuer of its obligations hereunder and to the following additional conditions precedent:

(a) The Purchasers shall have received a letter, dated the date of this Agreement, of Arthur Andersen LLP in form and substance satisfactory to the Initial Purchasers concerning the financial information with respect to the Issuer and its consolidated subsidiaries, Jarad and WYCB-AM set forth in the Offering Document and the Additional Issuer Information.

(b) Subsequent to the execution and delivery of this Agreement, there shall not have occurred (i) a change in U.S. or international financial, political or economic conditions or currency exchange rates or exchange controls as would, in the judgment of CSFBC, be likely to prejudice materially the success of the proposed issue, sale or distribution of the Offered Securities, whether in the primary market or in respect of dealings in the secondary market, or (ii)(A) any change, or any development or event involving a prospective change, in the condition (financial or other), business, properties or results of operations of the Issuer or its subsidiaries which, in the judgment of a majority in interest of the Initial Purchasers including CSFBC, is material and adverse and

makes it impractical or inadvisable to proceed with completion of the offering or the sale of and payment for the Offered Securities; (B) any downgrading in the rating of any debt securities of the Issuer by any "nationally recognized statistical rating organization" (as defined for purposes of Rule 436(g) under the Securities Act), or any public announcement that any such organization has under surveillance or review its rating of any debt securities of the Issuer (other than an announcement with positive implications of a possible upgrading, and no implication of a possible downgrading, of such rating); (C) any suspension or limitation of trading in securities generally on the New York Stock Exchange, or any setting of minimum prices for trading on such exchange, or any suspension of trading of any securities of the Issuer on any exchange or in the over-the-counter market; (D) any banking moratorium declared by U.S. Federal or New York authorities; or (E) any outbreak or escalation of major hostilities in which the United States is involved, any declaration of war by Congress or any other substantial national or international calamity or emergency if, in the judgment of a majority in interest of the Initial Purchasers including CSFBC, the effect of any such outbreak, escalation, declaration, calamity or emergency makes it impractical or inadvisable to proceed with completion of the offering or sale of and payment for the Offered Securities.

(c) The Initial Purchasers shall have received such opinion or opinions, dated the Closing Date, of Kirkland & Ellis, counsel for the Issuer to the effect that:

(i) Each of the Relevant Parties is validly existing and in good standing under the laws of the jurisdiction of its incorporation, with corporate power and authority to own its properties and conduct its business as described in the Offering Document; and each of the Relevant Parties is duly qualified to do business as a foreign corporation in good standing in all the jurisdictions set forth in Schedule A thereto;

(ii) Each Operative Document has been duly authorized, executed and delivered by each Relevant Party thereto; the Offered Securities have been duly authorized, executed, authenticated, issued and delivered and conform as to legal matters in all material respects to the description thereof contained in the Offering

Document; and each Operative Document and the Offered Securities constitute valid and legally binding obligations of the Relevant Party thereto and the Issuer, enforceable in accordance with their terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles;

(iii) No Relevant Party is and, after giving effect to the offering and sale of the Offered Securities and the application of the proceeds thereof as described in the Offering Document, will be an "investment company" as defined in the Investment Company Act;

(iv) To the best knowledge of such counsel, no consent, approval, authorization or order of, or filing with, any governmental agency or body or any court is required for the consummation of the transactions contemplated by the Operative Documents, or in connection with the issuance or sale of the Offered Securities by the Issuer, except such as have been obtained or made or as may be required under the Securities Act and the rules and regulations of the Commission thereunder with respect to the Registration Rights Agreement and the transactions contemplated thereunder and such as may be required by securities or blue sky laws of the various states of the United States;

(v) The execution, delivery and performance of the Operative Documents, and the issuance and sale of the Offered Securities and compliance with the terms and provisions thereof, will not result in a breach or violation of (A) any of the terms and provisions of, or constitute a default under, any United States Federal or State of New York statute, rule or regulation which, in the opinion of such counsel is normally applicable to transactions similar to the transactions contemplated hereby, (B) any order of any governmental agency or body or court having jurisdiction over the Relevant Parties and which order is known to such counsel, (C) any agreement or instrument identified to such counsel by any Relevant Party as being a material agreement or instrument, which are set forth in Schedule B thereto, to which any Relevant Party is a party or by which any Relevant Party is bound or to which

any of the properties of any Relevant Party is subject or (D) the charter or by-laws of any Relevant Party, and the Issuer and the Guarantors have full corporate power and authority to authorize the Offered Securities and the Guarantees, respectively, and to issue and sell the Offered Securities, in each case, as contemplated by this Agreement;

(vi) The descriptions in the Offering Document of contracts and other documents under the captions "Risk Factors--Restrictions Imposed by the Preferred Stockholders' Agreement; --Restrictions Imposed by the New Credit Facility; Pledge of Assets", "Description of the Notes", "Description of Certain Indebtedness", "Description of Capital Stock", and "Plan of Distribution" (with respect to this Agreement) are accurate in all material respects and fairly present the information called for; it being understood that such counsel need express no opinion as to the financial statements or other financial data contained in the Offering Document;

(vii) Assuming that the representations and warranties set forth in Section 4 hereof are true and correct, it is not necessary in connection with (A) the offer, sale and delivery of the Offered Securities or the Guarantees by the Issuer and each of the Guarantors, respectively, to the several Initial Purchasers pursuant to this Agreement or (B) the resales of the Offered Securities by the several Initial Purchasers in the manner contemplated by this Agreement, to register the Offered Securities under the Securities Act or to qualify an indenture in respect thereof under the Trust Indenture Act; and

(viii) To the best of such counsel's knowledge, no consent, approval, authorization, or order of, or filing with, any governmental agency or body (other than the FCC) or any court is required under United States Federal or state laws for the consummation of the Existing Notes Exchange.

At the time the foregoing opinion is delivered, such counsel shall additionally state that it has participated in conferences with officers and other representatives of the Relevant Parties, representatives of the independent public accountants for the Relevant

Parties, representatives of the Initial Purchasers and counsel for the Initial Purchasers, at which conferences the contents of the Offering Document and related matters were discussed, and, although it has not independently verified and is not passing upon and assumes no responsibility for the accuracy, completeness or fairness of the statements contained in the Offering Document (except to the extent specified in clause (ii) under Section 6(c)), no facts have come to its attention which lead it to believe that the Offering Document on the date thereof or at the Closing Date, contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading (it being understood that such counsel need express no opinion with respect to the financial statements and related notes thereto and the other financial, statistical and accounting data included in the Offering Document).

(d) The Initial Purchasers shall have received an opinion, dated the Closing Date of Roberts & Eckard, P.C., counsel to the Issuer on certain regulatory matters, that:

(i) Schedule B hereto contains a true and complete list of all the Licenses obtained from the FCC which the Issuer directly, or indirectly through its subsidiaries, holds with respect to the Stations owned or operated by the Issuer, directly or indirectly through its subsidiaries. The Issuer, directly or indirectly through its subsidiaries, is the authorized legal holder of the Licenses listed in Schedule B, none of which is subject to any restrictions or conditions other than on the face of the Licenses or those generally applicable to the operations of the Stations that would limit in any material respect the full operation of the Stations as currently operated. There are no applications, complaints, or proceedings pending or, to the best of such counsel's knowledge and belief after due inquiry, threatened as of the date hereof and the Closing Date before the FCC relating to the business or operations of the Stations, except as disclosed in Schedule C hereto. No proceedings, other than those affecting the broadcast industry generally, are pending or, to the best of such counsel's knowledge and belief after due inquiry, threatened which may result in the revocation, modification,

non-renewal or suspension of any of the Licenses listed in Schedule B, the denial of any pending applications, the issuance of any cease and desist order, the imposition of any administrative actions by the FCC with respect to the Licenses listed in Schedule B, except as disclosed in Schedule C. Such counsel has no reason to believe that the Licenses listed in Schedule B will not be renewed in their ordinary course, and all material reports, forms and statements required to be filed with the FCC with respect to the Stations since the grant of the last renewal of the Stations' Licenses issued by the FCC have been filed and, to the best of such counsel's knowledge, were complete and accurate in all material respects when filed. The Licenses listed in Schedule B, or extensions or renewals thereof, are in full force and effect and are unimpaired by any acts or omissions of any Relevant Party;

(ii) To the best of such counsel's knowledge based upon a certificate from the responsible officers of the Relevant Parties, as of the date hereof and the Closing Date, the Stations are operating in material compliance with all applicable requirements of the FCC and the Stations are not under any special or temporary authority with respect to their operations;

(iii) To the best of such counsel's knowledge based upon a certificate from the responsible officers of the Relevant Parties, each Relevant Party is in material compliance with the Communications Act and all written rules, regulations and policies of the FCC applicable to the conduct of the business and operations of the Stations. To the best of such counsel's knowledge, as of the date hereof and the Closing Date, the use of the assets of the Stations does not violate the Communications Act or any written rules, regulations or policies of the FCC;

(iv) No license, permit, consent, approval, order or authorization of, or filing with, the FCC is required in connection with the issuance of the Offered Securities, the Philadelphia Acquisition, the Existing Notes Exchange and the consummation of the transactions contemplated by that certain Amended and Restated Credit Agreement to be entered into by the Issuer, NationsBank of Texas, N.A., as Agent and a Lender, and the other Lenders to be

named therein (the "Credit Agreement") described in the Offering Document, except such as have been obtained and except that the filing of certain documents with the FCC may be required after the issuance of the Offered Securities or the consummation of the Philadelphia Acquisition, the Existing Notes Exchange or the transactions contemplated by the Credit Agreement;

(v) Neither the issuance and sale of the Offered Securities nor the performance by the Issuer and the Guarantors of their respective obligations under Operative Documents will result in a violation of the Communications Act, or any applicable policies, rules or regulations promulgated under the Communications Act binding on the Issuer or any of its subsidiaries or, to the best of such counsel's knowledge and belief after due inquiry, any order, writ, judgment, injunction, decree or award of the FCC binding on the Issuer or any of its subsidiaries except that in pursuing any remedies that the Trustee may have upon a default by the Issuer pursuant to the Operative Documents and applicable law, if the exercise of such remedies would result in a change of control of any Relevant Party, or an assignment of the Licenses, then such exercise will be subject to prior FCC approval; and

(vi) To the extent they constitute a summary of the legal matters, documents or proceedings referred to therein, the statements in the Offering Document under the captions "Risk Factors --Government Regulation; --Antitrust Matters", "Business--Competition; --Federal Regulation of Radio Broadcasting" and "The Transactions--Pending Acquisitions" fairly present the information called for with respect to such legal matters, documents and proceedings and fairly summarize the matters referred to therein in all material respects; it being understood that, except with respect to the statements in the Offering Document under the caption "The Transactions--Pending Acquisitions", such counsel's opinion with regard to the foregoing is limited to its knowledge of the Communications Act and the written rules, regulations or policies of the FCC.

(e) The Initial Purchasers shall have received from Cravath, Swaine & Moore, counsel for the Initial Purchasers, such opinion or opinions, dated the Closing

Date with respect to the incorporation of the Issuer, the validity of the Offered Securities, the Offering Document, the exemption from registration for the offer and sale of the Offered Securities by the Issuer to the several Initial Purchasers and the resales by the several Initial Purchasers as contemplated hereby and other related matters as CSFBC may require, and the Issuer shall have furnished to such counsel such documents as they request for the purpose of enabling them to pass upon such matters.

(f) The Initial Purchasers shall have received a certificate, dated the Closing Date, of the President or any Vice President and a principal financial or accounting officer of:

(i) the Issuer in which such officers, to the best of their knowledge after reasonable investigation, shall state that the representations and warranties of the Issuer in this Agreement are true and correct, that the Issuer has complied with all agreements and satisfied all conditions on its part to be performed or satisfied hereunder at or prior to the Closing Date and that, subsequent to the respective dates of the most recent financial statements in the Offering Document there has been no material adverse change, nor any development or event involving a prospective material adverse change, in the condition (financial or other), business, properties or results of operations of the Relevant Parties taken as a whole, Jarad and WYCB-AM, except as described in such certificate; and

(ii) each Guarantor in which such officers, to the best of their knowledge after reasonable investigation, shall state that the representations and warranties of such Guarantor in this Agreement are true and correct and that such Guarantor has complied with all agreements and satisfied all conditions on its part to be performed or satisfied hereunder at or prior to the Closing Date.

(g) The Initial Purchasers shall have received a letter, dated the Closing Date, of Arthur Andersen LLP that meets the requirements of subsection (a) of this Section except that the specified date referred to in such subsection will be a date not more than three business days prior to the Closing Date for the purposes of this subsection.

(h) Concurrently with or prior to the issuance and sale of the Offered Securities by the Issuer, (i) all the Existing Notes shall have been exchanged (the "Existing Notes Exchange") for shares of the Issuer's 15% Senior Cumulative Redeemable Preferred Stock, par value $.01 per share, pursuant to the terms of the Preferred Stockholders' Agreement and (ii) the Initial Purchasers shall have received true and correct copies of the Preferred Stockholders' Agreement and evidence reasonably satisfactory to the Initial Purchasers of the consummation thereof.

(i) Concurrently with or prior to the issuance and sale of the Offered Securities by the Issuer, (i) the Issuer shall have acquired substantially all the assets of WPHI-FM (the "Philadelphia Acquisition") pursuant to the terms of the Asset Purchase Agreement dated as of December 6, 1996, between Jarad and the Issuer, as amended by the First Amendment thereto dated as of March 21, 1997, and the Second Amendment thereto dated as of April 16, 1997, and (ii) the Initial Purchasers shall have received evidence reasonably satisfactory to the Initial Purchasers of the consummation thereof.

(j) Concurrently with or prior to the issuance and sale of the Offered Securities by the Issuer, (i) that certain First Amendment to be entered into by the Issuer and the other parties thereto, to the Warrantholders' Agreement dated as of June 6, 1995, and that certain Standstill Agreement to be entered into by the Issuer, and the other parties thereto, each of which including such terms as those described in the Offering Document, shall have been duly executed and delivered by the respective parties thereto and (ii) the Initial Purchasers shall have received true and correct copies thereof.

(k) On the Closing Date and concurrently with the issuance and sale of the Offered Securities, (i) the provisions of the Letter of Intent dated March 12, 1997, between the Issuer and Allied Capital Financial Corporation relating to the acquisition by the Issuer of WYCB-AM, shall constitute valid and legally binding obligations of the parties thereto and (ii) the Initial Purchasers shall have received evidence reasonably satisfactory to the Initial Purchasers of the foregoing.

The Issuer will furnish the Initial Purchasers with such conformed copies of such opinions, certificates, letters and documents as the Initial Purchasers reasonably request. CSFBC may in its sole discretion waive on behalf of the

Initial Purchasers compliance with any conditions to the obligations of the Initial Purchasers hereunder.

7. Indemnification and Contribution. (a) The Issuer and each Guarantor will, jointly and severally, indemnify and hold harmless each Initial Purchaser against any losses, claims, damages or liabilities, joint or several, to which such Initial Purchaser may become subject, under the Securities Act or the Exchange Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in the Offering Document, or any amendment or supplement thereto, or any related preliminary offering circular, or arise out of or are based upon the omission or alleged omission to state therein a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, and will reimburse each Initial Purchaser for any legal or other expenses reasonably incurred by such Initial Purchaser in connection with investigating or defending any such loss, claim, damage, liability or action as such expenses are incurred; provided, however, that the Issuer and the Guarantors will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement in or omission or alleged omission from any of such documents in reliance upon and in conformity with written information furnished to the Issuer by any Initial Purchaser through CSFBC specifically for use therein, it being understood and agreed that the only such information consists of the information described as such in subsection (b) below.

(b) Each Initial Purchaser will severally and not jointly indemnify and hold harmless the Issuer and the Guarantors against any losses, claims, damages or liabilities to which the Issuer or the Guarantors may become subject, under the Securities Act or the Exchange Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in the Offering Document, or any amendment or supplement thereto, or any related preliminary offering circular, or arise out of or are based upon the omission or the alleged omission to state therein a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in reliance upon and in conformity with written information furnished to the Issuer

by such Initial Purchaser through CSFBC specifically for use therein, and will reimburse any legal or other expenses reasonably incurred by the Issuer or the Guarantors in connection with investigating or defending any such loss, claim, damage, liability or action as such expenses are incurred, it being understood and agreed that the only such information furnished by any Initial Purchaser consists of the following information in the Offering Document furnished on behalf of each Initial Purchaser: the last paragraph at the bottom of the cover page concerning the terms of the offering by the Initial Purchasers, the legend concerning over-allotments, stabilizing transactions, short covering transactions and penalty bids on the bottom of page 4 and, under the caption "Plan of Distribution", (i) the third sentence of the second paragraph thereunder, (ii) the fourth paragraph thereunder, (iii) the third sentence in the sixth paragraph thereunder and (iv) the eighth paragraph thereunder.

(c) Promptly after receipt by an indemnified party under this Section of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under subsection (a) or (b) above, notify the indemnifying party of the commencement thereof; but the omission so to notify the indemnifying party will not relieve it from any liability that it may have to any indemnified party otherwise than under subsection (a) or (b) above. In case any such action is brought against any indemnified party and it notifies the indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate therein and, to the extent that it may wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party will not be liable to such indemnified party under this Section for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened action in respect of which any indemnified party is or could have been a party and indemnity could have been sought hereunder by such indemnified party unless such settlement includes an unconditional release of such indemnified party from all liability on any claims that are the subject matter of such action.

(d) If the indemnification provided for in this Section is unavailable or insufficient to hold harmless an indemnified party under subsection (a) or (b) above, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of the losses, claims, damages or liabilities referred to in subsection (a) or (b) above (i) in such proportion as is appropriate to reflect the relative benefits received by the Issuer and the Guarantors on the one hand and the Initial Purchasers on the other from the offering of the Offered Securities or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Issuer and the Guarantors on the one hand and the Initial Purchasers on the other in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities as well as any other relevant equitable considerations. The relative benefits received by the Issuer and the Guarantors on the one hand and the Initial Purchasers on the other shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by the Issuer and the Guarantors bear to the total discounts and commissions received by the Initial Purchasers under this Agreement. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Issuer or the Initial Purchasers and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The amount paid by an indemnified party as a result of the losses, claims, damages or liabilities referred to in the first sentence of this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any action or claim that is the subject of this subsection (d). Notwithstanding the provisions of this subsection (d), no Initial Purchaser shall be required to contribute any amount in excess of the amount by which the total price at which the Offered Securities purchased by it were resold exceeds the amount of any damages that such Initial Purchaser has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. The Initial Purchasers' obligations in this subsection (d) to contribute are several in proportion to their respective purchase obligations and not joint.

(e) The obligations of the Issuer and the Guarantors under this Section shall be in addition to any

liability which the Issuer may otherwise have and shall extend, upon the same terms and conditions, to each person, if any, who controls any Initial Purchaser within the meaning of the Securities Act or the Exchange Act; and the obligations of the Initial Purchasers under this Section shall be in addition to any liability that the respective Initial Purchasers may otherwise have and shall extend, upon the same terms and conditions, to each person, if any, who controls the Issuer within the meaning of the Securities Act or the Exchange Act.

8. Default of Purchasers. If any Initial Purchaser or Initial Purchasers default in their obligations to purchase Offered Securities hereunder and the aggregate principal amount of Offered Securities that such defaulting Initial Purchaser agreed but failed to purchase does not exceed 10% of the total principal amount of Offered Securities, CSFBC may make arrangements satisfactory to the Issuer for the purchase of such Offered Securities by other persons, including any of the other Initial Purchasers, but if no such arrangements are made by the Closing Date, the non-defaulting Initial Purchasers shall be obligated severally, in proportion to the respective commitments hereunder, to purchase the Offered Securities that such defaulting Initial Purchasers agreed but failed to purchase. If any Initial Purchaser or Initial Purchasers so default and the aggregate principal amount of Offered Securities with respect to which such default or defaults occur exceeds 10% of the total principal amount of Offered Securities and arrangements satisfactory to CSFBC and the Issuer for the purchase of such Offered Securities by other persons are not made within 36 hours after such default, this Agreement will terminate without liability on the part of any non-defaulting Initial Purchaser or the Issuer, except as provided in Section 9. As used in this Agreement, the term "Initial Purchaser" includes any person substituted for an Initial Purchaser under this Section. Nothing herein will relieve a defaulting Initial Purchaser from liability for its default.

9. Survival of Certain Representations and Obligations. The respective indemnities, agreements, representations, warranties and other statements of the Issuer or its officers and of the several Initial Purchasers set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation, or statement as to the results thereof, made by or on behalf of any Initial Purchaser, the Issuer or any of their respective representatives, officers or directors or any controlling person, and will survive delivery of and payment for the Offered Securities. If this Agreement is terminated pursuant to Section 8 or if for any reason the purchase of the Offered Securities by the Initial Purchasers is not consummated, the

Issuer shall remain responsible for the expenses to be paid or reimbursed by it pursuant to Section 5 and the respective obligations of the Issuer and the Initial Purchasers pursuant to Section 7 shall remain in effect. If the purchase of the Offered Securities by the Initial Purchasers is not consummated for any reason other than solely because of the termination of this Agreement pursuant to Section 8 or the occurrence of any event specified in clause (C), (D) or (E) of Section 6(b)(ii), the Issuer will reimburse the Initial Purchasers for all out-of-pocket expenses (including fees and disbursements of counsel) reasonably incurred by them in connection with the offering of the Offered Securities.

10. Notices. All communications hereunder will be in writing and, if sent to the Initial Purchasers, will be mailed, delivered or telegraphed and confirmed to the Initial Purchasers c/o Credit Suisse First Boston Corporation, Eleven Madison Avenue, New York, NY 10010, Attention: Investment Banking Department--Transactions Advisory Group, or, if sent to the Issuer, will be mailed, delivered or telegraphed and confirmed to it at Radio One, Inc., 5900 Princess Garden Parkway, Lanham, MD, Attention: Alfred C. Liggins, III; provided, however, that any notice to an Initial Purchaser pursuant to Section 7 will be mailed, delivered or telegraphed and confirmed to such Initial Purchaser.

11. Successors. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and the controlling persons referred to in Section 7, and no other person will have any right or obligation hereunder, except that holders of Offered Securities shall be entitled to enforce the agreements for their benefit contained in the second and third sentences of Section 5(b) hereof against the Issuer as if such holders were parties thereto.

12. Representation of Initial Purchasers. You will act for the several Initial Purchasers in connection with this purchase, and any action under this Agreement taken by you jointly or by CSFBC will be binding upon all the Initial Purchasers.

13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement.

14. APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.

The Issuer, the Guarantors and the Initial Purchasers hereby submit to the non-exclusive jurisdiction of the Federal and state courts in the Borough of Manhattan in The City of New York in any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

If the foregoing is in accordance with the Initial Purchasers' understanding of our agreement, kindly sign and return to us one of the counterparts hereof, whereupon it will become a binding agreement among the Issuer, the Guarantors and the several Initial Purchasers in accordance with its terms.

Very truly yours,

RADIO ONE, INC., as the Issuer

by /s/ Alfred Liggins

Name: Alfred Liggins
Title: President

RADIO ONE LICENSES, INC., as a Guarantor

by /s/ Alfred Liggins

Name: Alfred Liggins
Title: President

The foregoing Purchase Agreement is hereby confirmed and accepted as of the date first above written.

CREDIT SUISSE FIRST BOSTON CORPORATION
NATIONSBANC CAPITAL MARKETS, INC.

Acting on behalf of themselves and as the representatives of the several Initial Purchasers

by CREDIT SUISSE FIRST BOSTON CORPORATION

by /s/ Wiliam Ettelson

Name: William Ettelson
Title: Associate

SCHEDULE A

Initial Purchasers	Principal Amount at Maturity of Offered Securities
Credit Suisse First Boston Corporation	$43,594,000
NationsBanc Capital Markets, Inc.	$41,884,000
Total	$85,478,000

SCHEDULE B

FCC Licenses

1. FCC LICENSES

Call Sign	City of License	File Number	Expiration Date
WKYS-FM	Washington, DC	BALH-941103GE	
		BALH-950427GG	
		BRH-950601YR	October 1, 2003
		BLH-900130KB	October 1, 2003
		BMLH-920l30KC	October 1, 2003
WOL(AM)	Washington, DC	BAL-950427GE	
		BR-950601B3	October 1, 1995*
		BZ-921119AA	October 1, 1995*
WMMJ(FM)	Bethesda, MD	BALH-950427GF	
		BR-950601ZG	October 1, 2003
		BLH-910830KA	October 1, 2003
WOLB(AM)	Baltimore, MD	BAL-930401GG	
		BAL-950427GH	
		BR-950601VG	October 1, 2003
		BL-860207AJ	October 1, 2003
WERQ-FM	Baltimore, MD	BALH-950427GJ	
		BAL-930401GH	
		BRH-950601ZF	October 1, 2003
		BLH-891228KA	October 1, 2003
		BLH-891228KB	October 1, 2003
WWIN(AM)	Baltimore, MD	BAL-910828HN	
		BAL-950427GI	
		BR-950601VE	October 1, 2003
		BZ-900430AH	October 1, 2003
WWIN-FM	Glen Burnie, MD	BALH-910828HO	
		BALH-950427GK	
		BRH-95060IVF	October 1, 2003
		BMLH-920325KC	October 1, 2003
WPHI-FM	Jenkintown, PA	BRH-910319YG	August 1, 1998
		BLH-870408KA	August 1, 1998
		BALH-961213GK	

* Radio One's timely filing of a license renewal application for the license for WOL(AM) has automatically extended the license term for the main station license and the associated auxiliary licenses until the FCC takes action on the renewal application.

2. BROADCAST AUXILIARY FACILITIES

Primary Sation	Auxiliary Call Signs	File Number	Expiration Date
WKYS-FM	KPH-709	BPLRE-860822MG	October 1, 2003
	KPJ-713	BPLRE-880421MB	October 1, 2003
	WHM-976	BMLST-830307MC	October 1, 2003
	KPH-735	BPLRE-860823MY	October 1, 2003
	KGL-356	BALRE-880406MF	October 1, 2003
	KGL-357	BALRE-880406ME	October 1, 2003
WOL(AM)	WLP-796	BLST-900202ME	October 1, 1995*
WMMJ(FM)	WLP-729	BPLST-900126MH	October 1, 2003
	WLP-724	BLST-851009MK	October 1, 2003
WERQ-FM	WLE-939	BPLST-900220MA	October 1, 2003
	KPK-392	BPLRE-900220ME	October 1, 2003
	KPK-262	BPLRE-900313MG	October 1, 2003
WWIN(AM)	WLP-458	BPLST-890321MD	October 1, 2003
WWIN-FM	WHS-275	BPLST-890321MC	October 1, 2003
WPHI-FM	WLJ-410	BMLST-861125MH	August 1, 1998
	KB-97399	BMLRE-871016MB	August 1, 1998

* Radio One's timely filing of a license renewal application for the license for WOL(AM) has automatically extended the license term for the main station license and the associated auxiliary licenses until the FCC takes action on the renewal application.

SCHEDULE C

Complaints

1. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION COMPLAINTS:

Charge #120950174: Stewart E. Broady v. Radio One of Maryland, Inc. Mr. Broady was terminated from part-time employment as an on-air personality, due to poor ratings performance and in an effort to control costs by eliminating excessive staffing levels. He claims he was fired on age discrimination grounds.

John Leva-Day v. Radio One, Inc. Race Discrimination, Wrongful Termination for Race.

Robert Paris v. Radio One, Inc. Race Discrimination, Wrongful Termination for Race.

2. FCC LICENSE RENEWAL APPLICATIONS:

A license renewal application for Station WOL(AM), Washington, DC, remains pending. On June 1, 1995, Radio One, Inc., filed with the FCC an application for renewal of the license for Station WOL(AM) (FCC File No. BR950601B3). The application was accepted for filing by the FCC pursuant to a Public Notice dated June 19, 1995. No petitions to deny the applications and no competing applications for the broadcast frequency were filed. However, action on the renewal application has apparently been delayed due to the processing by the FCC of a pending complaint against WOL(AM) alleging that programming material broadcast on the station was indecent and obscene.

3. LISTENER COMPLAINTS:

Other unresolved complaints have been filed against Station WOL(AM), all of which, except for two, were filed prior to the expiration of the October 1, 1995, license term. The complaints are as follows:

June 20, 1996, from Tanya Chutkan, Counsel for Loretta Smith, alleging that WOL(AM) violated Section 73.1206 of the FCC's rules which requires consent before recording a telephone conversation for broadcast and a D.C. statute that prohibits disclosure of the names of juveniles in criminal proceedings. The messages allegedly broadcast were left on a telephone answering machine. This may involve the same facts as a complaint filed by Loretta Smith on May 1, 1993, alleging that WOL(AM) broadcast messages left on a telephone answering machine. That complaint was resolved in favor of WOL(AM) by a letter dated September 30, 1993, from Roger Holberg, Acting Chief of the Complaints and Investigations Branch of the FCC.

October 3, 1995, from Mrs. P. Buckland, alleging that broadcasts have contained slurs directed at her.

March 27, 1994, from Stephen Johnson, alleging that racial slurs and indecent language have been broadcast.

March 14, 1994, from Pamela and Joseph Buckland, alleging that they are experiencing the effects of high voltage.

February 23, 1994, from Robin D. Grove, alleging that racially biased comments have been broadcast. Note that this complaint alleges that WMMJ also broadcast such comments.

October 26, 1993, from Faith Dane, alleging that her First Amendment rights were violated and that she was escorted from the studio against her will.

In addition to the complaints described above filed against Station WOL(AM), a complaint was filed against Station WERQ-FM on March 20, 1997, alleging that lyrics of a song played on the radio contained profanity.

EXECUTION COPY

$85,478,000

RADIO ONE, INC.

12% Senior Subordinated Notes Due 2004

REGISTRATION RIGHTS AGREEMENT

May 14, 1997

Credit Suisse First Boston Corporation
NationsBanc Capital Markets, Inc.
c/o Credit Suisse First Boston Corporation
11 Madison Avenue
New York, New York 10010

Dear Sirs:

Radio One, Inc., a Delaware corporation (the "Issuer"), proposes to issue and sell to Credit Suisse First Boston Corporation and NationsBanc Capital Markets, Inc. (collectively, the "Initial Purchasers"), upon the terms set forth in a purchase agreement of even date herewith (the "Purchase Agreement"), $85,478,000 aggregate principal amount of its 12% Senior Subordinated Notes Due 2004 (the "Securities") to be unconditionally guaranteed on a senior subordinated basis (the "Guarantees") by Radio One Licenses, Inc., a Delaware corporation and a wholly owned subsidiary of the Issuer, and all future Subsidiary Guarantors (as defined in the Indenture described below) (collectively, the "Guarantors"). The Securities will be issued pursuant to an Indenture, dated as of May 15, 1997, (the "Indenture") among the Issuer, the Guarantors named therein and United States Trust Company of New York (the "Trustee"). As an inducement to the Initial Purchasers, the Issuer and the Guarantors agree with the Initial Purchasers, for the benefit of the holders of the Securities (including, without limitation, the Initial Purchasers), the Exchange Securities (as defined below) and the Private Exchange Securities (as defined below) (collectively, the "Holders"), as follows:

1. Registered Exchange Offer. The Issuer shall, at its cost, prepare and, not later than 45 days after (or if the 45th day is not a business day, the first business day thereafter) the date of original issue of the Securities (the "Issue Date"), file with the Securities and Exchange Commission (the "Commission") a registration statement (the "Exchange Offer Registration Statement") on an appropriate form under the Securities Act of 1933, as amended (the "Securities Act"), with respect to a proposed offer (the "Registered Exchange Offer") to the Holders of Transfer Restricted Securities (as defined in Section 6 hereof), who are not prohibited by any law or policy of the Commission from participating in the Registered Exchange Offer, to issue and deliver to such Holders, in exchange for the Securities, a like aggregate principal amount of debt securities (the "Exchange Securities") of the Issuer issued under the Indenture and identical in all material respects to the Securities (except for the transfer restrictions relating to the Securities) that would be registered under the Securities Act. The Issuer shall use its best efforts to cause such Exchange Offer Registration Statement to become effective under the Securities Act within 150 days (or if the 150th day is not a business day, the first business day thereafter) after the Issue Date of the Securities and shall 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 Registered Exchange Offer is mailed to the Holders (such period being called the "Exchange Offer Registration Period").

If the Issuer effects the Registered Exchange Offer, the Issuer will be entitled to close the Registered Exchange Offer 30 days after the commencement thereof provided that the Issuer has accepted all the Securities theretofore validly tendered in accordance with the terms of the Registered Exchange Offer.

Following the declaration of the effectiveness of the Exchange Offer Registration Statement, the Issuer shall promptly commence the Registered Exchange Offer, it being the objective of such Registered Exchange Offer to enable each Holder of Transfer Restricted Securities (as defined in Section 6 hereof) electing to exchange the Securities for Exchange Securities (assuming that such Holder is not an affiliate of the Issuer within the meaning of the Securities Act, acquires the Exchange Securities in the ordinary course of such Holder's business and has no arrangements with any person to participate in the distribution of the Exchange Securities and is not prohibited by any law or policy of the Commission from participating in the Registered Exchange Offer) to trade such Exchange Securities from and after their receipt without any limitations or restrictions under the Securities Act and without material restrictions under the securities laws of the several states of the United States.

The Issuer acknowledges that, pursuant to current interpretations by the Commission's staff of Section 5 of the Securities Act, in the absence of an applicable exemption therefrom, (i) each Holder which is a broker-dealer electing to exchange Securities, acquired for its own account as a result of market-making activities or other trading activities, for Exchange Securities (an "Exchanging Dealer"), is required to deliver a prospectus containing the information set forth in Annex A hereto on the cover, in Annex B hereto in the "Exchange Offer Procedures" section and the "Purpose of the Exchange Offer" section, and in Annex C hereto in the "Plan of Distribution" section of such

prospectus in connection with a sale of any such Exchange Securities received by such Exchanging Dealer pursuant to the Registered Exchange Offer and (ii) an Initial Purchaser that elects to sell Exchange Securities acquired in exchange for Securities constituting any portion of an unsold allotment is required to deliver a prospectus containing the information required by Items 507 or 508 of Regulation S-K under the Securities Act, as applicable, in connection with such sale.

The Issuer shall use its best efforts to keep the Exchange Offer Registration Statement effective and to amend and supplement the prospectus contained therein, in order to permit such prospectus to be lawfully delivered by all persons subject to the prospectus delivery requirements of the Securities Act for such period of time as such persons must comply with such requirements in order to resell the Exchange Securities; provided, however, that (i) such period shall be the lesser of 180 days and the date on which all Exchanging Dealers and the Initial Purchasers have sold all Exchange Securities held by them (unless such period is extended pursuant to Section 3(j) below) and (ii) the Issuer shall make such prospectus and any amendment or supplement thereto, available to any broker-dealer for use in connection with any resale of any Exchange Securities for a period not less than 90 days after the consummation of the Registered Exchange Offer.

If, upon consummation of the Registered Exchange Offer, any Initial Purchaser holds Securities acquired by it as part of its initial distribution, the Issuer, simultaneously with the delivery of the Exchange Securities pursuant to the Registered Exchange Offer, shall issue and deliver to such Initial Purchaser upon the written request of such Initial Purchaser, in exchange (the "Private Exchange") for the Securities held by such Initial Purchaser, a like principal amount of debt securities of the Issuer issued under the Indenture and identical in all material respects (including the existence of restrictions on transfer under the Securities Act and the securities laws of the several states of the United States) to the Securities (the "Private Exchange Securities"). The Securities, the Exchange Securities and the Private Exchange Securities are herein collectively called the "Securities".

In connection with the Registered Exchange Offer, the Issuer shall:

(a) mail to each Holder a copy of the prospectus forming part of the Exchange Offer Registration Statement, together with an appropriate letter of transmittal and related documents;

(b) keep the Registered Exchange Offer open for not less than 30 days (or longer, if required by applicable law) after the date notice thereof is mailed to the Holders;

(c) utilize the services of a depositary for the Registered Exchange Offer with an address in the Borough of Manhattan, The City of New York, which may be the Trustee or an affiliate of the Trustee;

(d) permit Holders to withdraw tendered Securities at any time prior to the close of business, New York time, on the last business day on which the Registered Exchange Offer shall remain open; and

(e) otherwise comply in all material respects with all applicable laws.

As soon as practicable after the close of the Registered Exchange Offer or the Private Exchange, as the case may be, the Issuer shall:

(x) accept for exchange all the Securities validly tendered and not withdrawn pursuant to the Registered Exchange Offer and the Private Exchange;

(y) deliver to the Trustee for cancelation all the Securities so accepted for exchange; and

(z) cause the Trustee to authenticate and deliver promptly to each Holder of the Securities, Exchange Securities or Private Exchange Securities, as the case may be, equal in principal amount to the Securities of such Holder so accepted for exchange.

The Indenture will provide that the Exchange Securities will not be subject to the transfer restrictions set forth in the Indenture and that all the Securities will vote and consent together on all matters as one class and

that none of the Securities will have the right to vote or consent as a class separate from one another on any matter.

Interest on each Exchange Note and Private Exchange Note issued pursuant to the Registered Exchange Offer and in the Private Exchange will accrue from the last interest payment date on which interest was paid on the Securities surrendered in exchange therefor or, if no interest has been paid on the Securities, from the date of original issue of the Securities.

Each Holder participating in the Registered Exchange Offer shall be required to represent to the Issuer that at the time of the consummation of the Registered Exchange Offer (i) any Exchange Securities received by such Holder will be acquired in the ordinary course of business, (ii) such Holder will have no arrangements or understanding with any person to participate in the distribution of the Securities or the Exchange Securities within the meaning of the Securities Act, (iii) such Holder is not an "affiliate," as defined in Rule 405 of the Securities Act, of the Issuer or if it is an affiliate, such Holder will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable, (iv) if such Holder is not a broker-dealer, that it is not engaged in, and does not intend to engage in, the distribution of the Exchange Securities and (v) if such Holder is a broker-dealer, that it will receive Exchange Securities for its own account in exchange for Securities that were acquired as a result of market-making activities or other trading activities and that it will be required to acknowledge that it will deliver a prospectus in connection with any resale of such Exchange Securities.

Notwithstanding any other provisions hereof, the Issuer will ensure that (i) any Exchange Offer Registration Statement and any amendment thereto and any prospectus forming part thereof and any supplement thereto complies in all material respects with the Securities Act and the rules and regulations thereunder, (ii) any Exchange Offer Registration Statement and any amendment thereto does not, when it becomes effective, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading and (iii) any prospectus forming part of any Exchange Offer Registration Statement, and any supplement to such prospectus, does not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

2. Shelf Registration. If, (i) because of any change in law or in applicable interpretations thereof by the staff of the Commission, the Issuer is not permitted to effect a Registered Exchange Offer, as contemplated by Section 1 hereof, (ii) the Registered Exchange Offer is not consummated within 180 days of the Issue Date or (iii) any Holder notifies the Issuer that (A) it is prohibited by law or Commission policy from participating in the Registered Exchange Offer, (B) it may not resell the Exchange Securities acquired by it in the Registered Exchange Offer to the public without delivering a prospectus and the prospectus contained in the Exchange Offer Registration Statement is not appropriate or available for such resales or (C) it is an Exchanging Dealer and owns Securities acquired directly from the Issuer or an "affiliate" of the Issuer as defined in Rule 405 of the Securities Act, the Issuer shall take the following actions:

(a) The Issuer shall, at its cost, as promptly as practicable (but in no event more than 30 days after so required or requested pursuant to this Section 2) file with the Commission and thereafter shall use its best efforts to cause to be declared effective a registration statement (the "Shelf Registration Statement" and, together with the Exchange Offer Registration Statement, a "Registration Statement") on an appropriate form under the Securities Act relating to the offer and sale of the Transfer Restricted Securities (as defined in Section 6 hereof) by the Holders thereof from time to time in accordance with the methods of distribution set forth in the Shelf Registration Statement and Rule 415 under the Securities Act (hereinafter, the "Shelf Registration"); provided, however, that no Holder (other than an Initial Purchaser) shall be entitled to have the Securities held by it covered by such Shelf Registration Statement unless such Holder agrees in writing to be bound by all the provisions of this Agreement applicable to such Holder.

(b) The Issuer shall use its best efforts to keep the Shelf Registration Statement continuously effective in order to permit the prospectus included therein to be lawfully delivered by the Holders of the relevant Securities, until the earlier of (i) the time when the Securities covered by the Shelf Registration Statement can be sold pursuant to Rule 144 of the Securities Act without any limitations under clauses (c), (e), (f) or (h) of Rule 144 and (ii) three years (or such longer period if extended pursuant to Section 3(j) below) from the Issue Date or such shorter period that will terminate when all the Securities covered by the Shelf Registration Statement have been sold pursuant thereto. The Issuer shall be deemed not to have used its best efforts to keep the Shelf Registration Statement effective during the requisite period if it voluntarily takes any action that would result in Holders of Securities covered thereby not being able to offer and sell such Securities during that period, unless such action is required by applicable law; provided, however, that the Issuer shall not be deemed to have

voluntarily taken any such action if it enters, in good faith, into negotiations concerning, or executes and delivers any agreement or other document relating to, any business combination, acquisition or disposition; provided further, however, that the Shelf Registration Statement shall not remain ineffective for more than 30 consecutive days, twice in any calendar year, as a result of the entry into of such negotiations concerning, or the execution and delivery of any agreement or other document relating to, any business combination, acquisition or disposition.

(c) Notwithstanding any other provisions of this Agreement to the contrary, the Issuer shall cause the Shelf Registration Statement and the related prospectus and any amendment or supplement thereto, as of the effective date of the Shelf Registration Statement, amendment or supplement, (i) to comply in all material respects with the applicable requirements of the Securities Act and the rules and regulations of the Commission and (ii) not to contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

3. Registration Procedures. In connection with any Shelf Registration contemplated by Section 2 hereof and, to the extent applicable, any Registered Exchange Offer contemplated by Section 1 hereof, the following provisions shall apply:

(a) The Issuer shall (i) furnish to each Initial Purchaser, prior to the filing thereof with the Commission, a copy of the Registration Statement and each amendment thereof and each supplement, if any, to the prospectus included therein and, in the event that an Initial Purchaser (with respect to any portion of an unsold allotment from the original offering) is participating in the Registered Exchange Offer or the Shelf Registration Statement, shall use its best efforts to reflect in each such document, when so filed with the Commission, such comments as such Initial Purchaser reasonably may propose; (ii) include the information set forth in Annex A hereto on the cover, in Annex B hereto in the "Exchange Offer Procedures" section and the "Purpose of the Exchange Offer" section and in Annex C hereto in the "Plan of Distribution" section of the prospectus forming a part of the Exchange Offer Registration Statement and include the information set forth in Annex D hereto in the Letter of Transmittal delivered pursuant to the Registered Exchange Offer; (iii) if requested by an Initial Purchaser, include the information required by Items 507 or 508 of Regulation S-K under the Securities Act, as applicable, in the prospectus forming a part of the Exchange Offer Registration Statement; (iv) include within the prospectus contained in the Exchange Offer Registration Statement a section entitled "Plan of Distribution," reasonably acceptable to the Initial Purchasers, which shall contain a summary statement of the positions taken or policies made by the staff of the Commission with respect to the potential "underwriter" status of any broker-dealer that is the beneficial owner (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) of Exchange Securities received by such broker-dealer in the Registered Exchange Offer (a "Participating Broker-Dealer"), whether such positions or policies have been publicly disseminated by the staff of the Commission or such positions or policies, in the reasonable judgment of the Initial Purchasers based upon advice of counsel (which may be in-house counsel), represent the prevailing views of the staff of the Commission; and (v) in the case of a Shelf Registration Statement, include the names of the Holders, who propose to sell Securities pursuant to the Shelf Registration Statement, as selling securityholders.

(b) The Issuer shall give written notice to the Initial Purchasers, the Holders of the Securities and any Participating Broker-Dealer from whom the Issuer has received prior written notice that it will be a Participating Broker-Dealer in the Registered Exchange Offer (which notice pursuant to clauses (ii)-(v) hereof shall be accompanied by an instruction to suspend the use of the prospectus until the requisite changes have been made):

(i) when the Registration Statement or any amendment thereto has been filed with the Commission and when the Registration Statement or any post-effective amendment thereto has become effective;

(ii) of any request by the Commission for amendments or supplements to the Registration Statement or the prospectus included therein or for additional information;

(iii) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or the initiation of any proceedings for that purpose;

(iv) of the receipt by the Issuer or its legal counsel of any notification with respect to the suspension of the qualification of the Securities for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; and

(v) of the happening of any event that requires the Issuer to make changes in the Registration Statement or the prospectus in order that the Registration Statement or the prospectus do not contain an untrue statement

of a material fact nor omit to state a material fact required to be stated therein or necessary to make the statements therein (in the case of the prospectus, in light of the circumstances under which they were made) not misleading.

(c) The Issuer shall make every reasonable effort to obtain the withdrawal at the earliest possible time, of any order suspending the effectiveness of the Registration Statement.

(d) The Issuer shall furnish to each Holder of Securities included within the coverage of the Shelf Registration, without charge, at least one copy of the Shelf Registration Statement and any post-effective amendment thereto, including financial statements and schedules, and, if the Holder so requests in writing, all exhibits thereto (including those, if any, incorporated by reference).

(e) The Issuer shall deliver to each Exchanging Dealer and each Initial Purchaser, and to any other Holder who so requests, without charge, at least one copy of the Exchange Offer Registration Statement and any post-effective amendment thereto, including financial statements and schedules, and, if any Initial Purchaser or any such Holder requests, all exhibits thereto (including those incorporated by reference).

(f) The Issuer shall, during the Shelf Registration Period, deliver to each Holder of Securities included within the coverage of the Shelf Registration, without charge, as many copies of the prospectus (including each preliminary prospectus) included in the Shelf Registration Statement and any amendment or supplement thereto as such person may reasonably request. The Issuer consents, subject to the provisions of this Agreement, to the use of the prospectus or any amendment or supplement thereto by each of the selling Holders of the Securities in connection with the offering and sale of the Securities covered by the prospectus, or any amendment or supplement thereto, included in the Shelf Registration Statement.

(g) The Issuer shall deliver to each Initial Purchaser, any Exchanging Dealer, any Participating Broker-Dealer and such other persons required to deliver a prospectus following the Registered Exchange Offer, without charge, as many copies of the final prospectus included in the Exchange Offer Registration Statement and any amendment or supplement thereto as such persons may reasonably request. The Issuer consents, subject to the provisions of this Agreement, to the use of the prospectus or any amendment or supplement thereto by any Initial Purchaser, if necessary, any Participating Broker-Dealer and such other persons required to deliver a prospectus following the Registered Exchange Offer in connection with the offering and sale of the Exchange Securities covered by the prospectus, or any amendment or supplement thereto, included in such Exchange Offer Registration Statement.

(h) Prior to any public offering of the Securities, pursuant to any Registration Statement, the Issuer shall register or qualify or cooperate with the Holders of the Securities included therein and their respective counsel in connection with the registration or qualification of the Securities for offer and sale under the securities or "blue sky" laws of such states of the United States as any Holder of the Securities reasonably requests in writing and do any and all other acts or things necessary or advisable to enable the offer and sale in such jurisdictions of the Securities covered by such Registration Statement; provided, however, that the Issuer shall not be required to (i) qualify generally to do business in any jurisdiction where it is not then so qualified or (ii) take any action which would subject it to general service of process or to taxation in any jurisdiction where it is not then so subject.

(i) The Issuer shall cooperate with the Holders of the Securities to facilitate the timely preparation and delivery of certificates representing the Securities to be sold pursuant to any Registration Statement free of any restrictive legends and in such denominations and registered in such names as the Holders may request a reasonable period of time prior to sales of the Securities pursuant to such Registration Statement.

(j) Upon the occurrence of any event contemplated by paragraphs (ii) through (v) of Section 3(b) above during the period for which the Issuer is required to maintain an effective Registration Statement, the Issuer shall promptly prepare and file a post-effective amendment to the Registration Statement or a supplement to the related prospectus and any other required document so that, as thereafter delivered to Holders of the Securities or purchasers of Securities, the prospectus will not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. If the Issuer notifies the Initial Purchasers, the Holders of the Securities and any known Participating Broker-Dealer in accordance with paragraphs (ii) through (v) of Section 3(b) above to suspend the use of the prospectus until the requisite changes to the prospectus have been made, then the Initial Purchasers, the Holders of the Securities and any such Participating Broker-Dealers shall suspend use of such prospectus, and the period of effectiveness of the Shelf Registration Statement provided for in Section 2(b) above and the Exchange Offer Registration Statement provided for in Section 1 above shall each be extended by the number of days from and including the date of the giving of such notice to and including

the date when the Initial Purchasers, the Holders of the Securities and any known Participating Broker-Dealer shall have received such amended or supplemented prospectus pursuant to this Section 3(j).

(k) Not later than the effective date of the applicable Registration Statement, the Issuer will provide a CUSIP number for the Securities, the Exchange Securities or the Private Exchange Securities, as the case may be, and provide the applicable trustee with printed certificates for the Securities, the Exchange Securities or the Private Exchange Securities, as the case may be, in a form eligible for deposit with The Depository Trust Company.

(l) The Issuer will comply in all material respects with all rules and regulations of the Commission to the extent and so long as they are applicable to the Registered Exchange Offer or the Shelf Registration and will make generally available to its security holders (or otherwise provide in accordance with Section 11(a) of the Securities Act) an earnings statement satisfying the provisions of Section 11(a) of the Securities Act, no later than 45 days after the end of a 12-month period (or 90 days, if such period is a fiscal year) beginning with the first month of the Issuer's first fiscal quarter commencing after the effective date of the Registration Statement, which statement shall cover such 12-month period.

(m) The Issuer shall cause the Indenture to be qualified under the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"), in a timely manner and containing such changes, if any, as shall be necessary for such qualification. In the event that such qualification would require the appointment of a new trustee under the Indenture, the Issuer shall appoint a new trustee thereunder pursuant to the applicable provisions of the Indenture.

(n) The Issuer may require each Holder of Securities to be sold pursuant to the Shelf Registration Statement to furnish to the Issuer such information regarding the Holder and the distribution of the Securities as the Issuer may from time to time reasonably require for inclusion in the Shelf Registration Statement, and the Issuer may exclude from such registration the Securities of any Holder that unreasonably fails to furnish such information within a reasonable time after receiving such request.

(o) The Issuer and the Guarantors shall enter into such customary agreements (including if requested an underwriting agreement in customary form) and take all such other action, if any, as any Holder of the Securities shall reasonably request in order to facilitate the disposition of the Securities pursuant to any Shelf Registration.

(p) In the case of any Shelf Registration, the Issuer and each Guarantor shall (i) make reasonably available for inspection by the Holders of the Securities, any underwriter participating in any disposition pursuant to the Shelf Registration Statement and any attorney, accountant or other agent retained by the Holders of the Securities or any such underwriter all their respective relevant financial and other records, pertinent corporate documents and properties and (ii) cause the Issuer's officers, directors, employees, accountants and auditors to supply all relevant information reasonably requested by the Holders of the Securities or any such underwriter, attorney, accountant or agent in connection with the Shelf Registration Statement, in each case, as shall be reasonably necessary to enable such persons, to conduct a reasonable investigation within the meaning of Section 11 of the Securities Act; provided, however, that the foregoing inspection and information gathering shall be coordinated on behalf of the Initial Purchasers by you and on behalf of the other parties, by one counsel designated by and on behalf of such other parties as described in Section 4 hereof.

(q) In the case of any Shelf Registration, the Issuer and the Guarantors, if requested by any Holder of Securities covered thereby, shall cause (i) their counsel to deliver an opinion and updates thereof relating to the Securities and the Guarantees in customary form addressed to such Holders and the managing underwriters, if any, thereof and dated, in the case of the initial opinion, the effective date of such Shelf Registration Statement; (ii) their officers to execute and deliver all customary documents and certificates and updates thereof requested by any underwriters of the applicable Securities; and (iii) their independent public accountants and the independent public accountants with respect to any other entity for which financial information is provided in the Shelf Registration Statement to provide to the selling Holders of the applicable Securities and any underwriter therefor a comfort letter in customary form and covering matters of the type customarily covered in comfort letters in connection with primary underwritten offerings, subject to receipt of appropriate documentation as contemplated, and only if permitted, by Statement of Auditing Standards No. 72.

(r) In the case of the Registered Exchange Offer, if requested by any Initial Purchaser or any known Participating Broker-Dealer, the Issuer shall cause (i) its counsel to deliver to such Initial Purchaser or such Participating Broker-Dealer a signed opinion in the form set forth in Schedule A of the Purchase Agreement with such changes as are customary in connection with the preparation of a Registration Statement and (ii) its independent public accountants and the independent public accountants with respect to any other entity for which

financial information is provided in the Registration Statement to deliver to such Initial Purchaser or such Participating Broker-Dealer a comfort letter, in customary form, meeting the requirements as to the substance thereof as set forth in Section 6(a) and (b) of the Purchase Agreement, with appropriate date changes.

(s) If a Registered Exchange Offer or a Private Exchange is to be consummated, upon delivery of the Securities by Holders to the Issuer (or to such other Person as directed by the Issuer) in exchange for the Exchange Securities or the Private Exchange Securities, as the case may be, the Issuer shall mark, or caused to be marked, on the Securities so exchanged that such Securities are being canceled in exchange for the Exchange Securities or the Private Exchange Securities, as the case may be; in no event shall the Securities be marked as paid or otherwise satisfied.

(t) The Issuer will use its best efforts to (a) if the Securities have been rated prior to the initial sale of such Securities, confirm such ratings will apply to the Securities covered by a Registration Statement, or (b) if the Securities were not previously rated, cause the Securities covered by a Registration Statement to be rated with the appropriate rating agencies, if so requested by Holders of a majority in aggregate principal amount of Securities covered by such Registration Statement, or by the managing underwriters, if any.

(u) In the event that any broker-dealer registered under the Exchange Act shall underwrite any Securities or participate as a member of an underwriting syndicate or selling group or "assist in the distribution" (within the meaning of the Conduct Rules of the National Association of Securities Dealers, Inc. ("NASD")) thereof, whether as a Holder of such Securities or as an underwriter, a placement or sales agent or a broker or dealer in respect thereof, or otherwise, the Issuer shall cooperate with such broker-dealer in complying with the requirements of such Conduct Rules, including, without limitation, by (i) if Rule 2720 of such Conduct Rules shall so require, engaging a "qualified independent underwriter" (as defined in Rule 2720 of such Conduct Rules) to participate in the preparation of the Registration Statement relating to such Securities, to exercise usual standards of due diligence in respect thereto and, if any portion of the offering contemplated by such Registration Statement is an underwritten offering or is made through a placement or sales agent, to recommend the yield of such Securities, (ii) indemnifying any such qualified independent underwriter to the extent of the indemnification of underwriters provided in Section 5 hereof and (iii) providing such information to such broker-dealer as may be required in order for such broker-dealer to comply with the requirements of such Conduct Rules.

(v) The Issuer shall use its best efforts to take all other steps necessary to effect the registration of the Securities covered by a Registration Statement contemplated hereby.

4. Registration Expenses. The Issuer shall bear all fees and expenses incurred in connection with the performance of its obligations under Sections 1 through 3 hereof (including the reasonable fees and expenses, if any, of Cravath, Swaine & Moore, counsel for the Initial Purchasers, incurred in connection with the Registered Exchange Offer), whether or not the Registered Exchange Offer or a Shelf Registration is filed or becomes effective, and, in the event of a Shelf Registration, shall bear or reimburse the Holders of the Securities covered thereby for the reasonable fees and disbursements of one firm of counsel designated by the Holders of a majority in principal amount of the Securities covered thereby to act as counsel for the Holders of the Securities in connection therewith provided such fees and expenses do not exceed $25,000.

5. Indemnification. (a) The Issuer and each Guarantor will, jointly and severally, indemnify and hold harmless each Holder of the Securities, any Participating Broker-Dealer and each person, if any, who controls such Holder or such Participating Broker-Dealer within the meaning of the Securities Act or the Exchange Act (each Holder, any Participating Broker-Dealer and such controlling persons are referred to collectively as the "Indemnified Parties") from and against any losses, claims, damages or liabilities, joint or several, or any actions in respect thereof (including, but not limited to, any losses, claims, damages, liabilities or actions relating to purchases and sales of the Securities) to which each Indemnified Party may become subject under the Securities Act, the Exchange Act or otherwise, insofar as such losses, claims, damages, liabilities or actions arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in a Registration Statement or prospectus or in any amendment or supplement thereto or in any preliminary prospectus relating to a Shelf Registration, or arise out of, or are based upon, the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and shall reimburse, as incurred, the Indemnified Parties for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action in respect thereof; provided, however, that (i) the Issuer and the Guarantors shall not be liable in any such case to the extent that such loss, claim, damage or liability arises out of or is based upon any untrue statement or alleged untrue statement or omission or alleged omission made in a Registration Statement or prospectus or in any amendment or supplement thereto or in any preliminary prospectus relating to a Shelf Registration in reliance upon and in

conformity with written information pertaining to such Holder and furnished to the Issuer by or on behalf of such Holder specifically for inclusion therein and (ii) with respect to any untrue statement or omission or alleged untrue statement or omission made in any preliminary prospectus relating to a Shelf Registration Statement, the indemnity agreement contained in this subsection (a) shall not inure to the benefit of any Holder or Participating Broker-Dealer from whom the person asserting any such losses, claims, damages or liabilities purchased the Securities concerned, to the extent that a prospectus relating to such Securities was required to be delivered by such Holder or Participating Broker-Dealer under the Securities Act in connection with such purchase and any such loss, claim, damage or liability of such Holder or Participating Broker-Dealer results from the fact that there was not sent or given to such person, at or prior to the written confirmation of the sale of such Securities to such person, a copy of the final prospectus if the Issuer had previously furnished copies thereof to such Holder or Participating Broker-Dealer; provided further, however, that this indemnity agreement will be in addition to any liability which the Issuer or any Guarantor may otherwise have to such Indemnified Party. The Issuer and each Guarantor shall also, jointly and severally, indemnify underwriters, their officers and directors and each person who controls such underwriters within the meaning of the Securities Act or the Exchange Act to the same extent as provided above with respect to the indemnification of the Holders of the Securities if requested by such Holders.

(b) Each Holder of the Securities, severally and not jointly, will indemnify and hold harmless the Issuer, each Guarantor and each person, if any, who controls the Issuer or such Guarantor within the meaning of the Securities Act or the Exchange Act from and against any losses, claims, damages or liabilities or any actions in respect thereof, to which the Issuer, such Guarantor or any such controlling person may become subject under the Securities Act, the Exchange Act or otherwise, insofar as such losses, claims, damages, liabilities or actions arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in a Registration Statement or prospectus or in any amendment or supplement thereto or in any preliminary prospectus relating to a Shelf Registration, or arise out of or are based upon the omission or alleged omission to state therein a material fact necessary to make the statements therein not misleading, but in each case only to the extent that the untrue statement or omission or alleged untrue statement or omission was made in reliance upon and in conformity with written information pertaining to such Holder and furnished to the Issuer by or on behalf of such Holder specifically for inclusion therein; and, subject to the limitation set forth immediately preceding this clause, shall reimburse, as incurred, the Issuer for any legal or other expenses reasonably incurred by the Issuer, such Guarantor or any such controlling person in connection with investigating or defending any loss, claim, damage, liability or action in respect thereof. This indemnity agreement will be in addition to any liability which such Holder may otherwise have to the Issuer, such Guarantor or any of its controlling persons.

(c) Promptly after receipt by an indemnified party under this Section 5 of notice of the commencement of any action or proceeding (including a governmental investigation), such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 5, notify the indemnifying party of the commencement thereof; but the omission so to notify the indemnifying party will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation provided in paragraph (a) or (b) above. In case any such action is brought against any indemnified party, and it notifies the indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate therein and, to the extent that it may wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof the indemnifying party will not be liable to such indemnified party under this Section 5 for any legal or other expenses, other than reasonable costs of investigation, subsequently incurred by such indemnified party in connection with the defense thereof. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened action in respect of which any indemnified party is or could have been a party and indemnity could have been sought hereunder by such indemnified party unless such settlement includes an unconditional release of such indemnified party from all liability on any claims that are the subject matter of such action.

(d) If the indemnification provided for in this Section 5 is unavailable or insufficient to hold harmless an indemnified party under subsections (a) or (b) above, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to in subsection (a) or (b) above (i) in such proportion as is appropriate to reflect the relative benefits received by the indemnifying party or parties on the one hand and the indemnified party on the other from the exchange of the Securities, pursuant to the Registered Exchange Offer, or (ii) if the allocation provided by the foregoing clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the indemnifying party or parties on the one hand and the indemnified party on the other in connection with the

statements or omissions that resulted in such losses, claims, damages or liabilities (or actions in respect thereof) as well as any other relevant equitable considerations. The relative fault of the parties shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Issuer on the one hand or such Holder or such other indemnified party, as the case may be, on the other, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The amount paid by an indemnified party as a result of the losses, claims, damages or liabilities referred to in the first sentence of this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any action or claim which is the subject of this subsection (d). Notwithstanding any other provision of this Section 5(d), the Holders of the Securities shall not be required to contribute any amount in excess of the amount by which the net proceeds received by such Holders from the sale of the Securities pursuant to a Registration Statement exceeds the amount of damages which such Holders have otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this paragraph (d), each person, if any, who controls such indemnified party within the meaning of the Securities Act or the Exchange Act shall have the same rights to contribution as such indemnified party and each person, if any, who controls the Issuer or any Guarantor within the meaning of the Securities Act or the Exchange Act shall have the same rights to contribution as the Issuer or such Guarantor.

(e) The agreements contained in this Section 5 shall survive the sale of the Securities pursuant to a Registration Statement and shall remain in full force and effect, regardless of any termination or cancelation of this Agreement or any investigation made by or on behalf of any indemnified party.

6. Additional Interest Under Certain Circumstances. (a) Additional interest (the "Additional Interest") with respect to the Securities shall be assessed as follows if any of the following events occur (each such event in clauses (i) through (iii) below a "Registration Default"):

(i) If by 45 days after the closing date neither the Exchange Offer Registration Statement nor a Shelf Registration Statement has been filed with the Commission;

(ii) If by 180 days after the closing date neither the Registered Exchange Offer is consummated nor, if required in lieu thereof, the Shelf Registration Statement is declared effective by the Commission; or

(iii) If after either the Exchange Offer Registration Statement or the Shelf Registration Statement is declared effective (A) such Registration Statement thereafter ceases to be effective; or (B) such Registration Statement or the related prospectus ceases to be usable (except as permitted in paragraph (b)) in connection with resales of Transfer Restricted Securities during the periods specified herein because either (1) any event occurs as a result of which the related prospectus forming part of such Registration Statement would include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein in the light of the circumstances under which they were made not misleading, or (2) it shall be necessary to amend such Registration Statement or supplement the related prospectus, to comply with the Securities Act or the Exchange Act or the respective rules thereunder.

Additional Interest shall accrue on the Securities over and above the interest set forth in the title of the Securities from and including the date on which any such Registration Default shall occur to but excluding the date on which all such Registration Defaults have been cured, at a rate of 0.50% per annum.

(b) A Registration Default referred to in Section 6(a)(iii)(B) shall be deemed not to have occurred and be continuing in relation to a Shelf Registration Statement or the related prospectus if (i) such Registration Default has occurred solely as a result of (x) the filing of a post-effective amendment to such Shelf Registration Statement to incorporate annual audited financial information with respect to the Issuer where such post-effective amendment is not yet effective and needs to be declared effective to permit Holders to use the related prospectus or (y) the occurrence of other material events with respect to the Issuer that would need to be described in such Shelf Registration Statement or the related prospectus and (ii) in the case of clause (y), the Issuer is proceeding promptly and in good faith to amend or supplement such Shelf Registration Statement and related prospectus to describe such events; provided, however, that in any case if such Registration Default occurs for a continuous period in excess of 30 days, Additional Interest shall be payable in accordance with the above paragraph from the day such Registration Default occurs until such Registration Default is cured.

(c) Any amounts of Additional Interest due pursuant to clause (a)(i), (a)(ii) or (a)(iii) of Section 6 above

will be payable in cash on the regular interest payment dates with respect to the Securities. The amount of Additional Interest will be determined by multiplying the applicable Additional Interest rate by the principal amount of the Securities, multiplied by a fraction, the numerator of which is the number of days such Additional Interest rate was applicable during such period (determined on the basis of a 360-day year comprised of twelve 30-day months), and the denominator of which is 360.

(d) "Transfer Restricted Securities" means each Security until (i) the date on which such Security has been exchanged by a person other than a broker-dealer for a freely transferrable Exchange Security in the Registered Exchange Offer, (ii) following the exchange by a broker-dealer in the Registered Exchange Offer of such Security for an Exchange Security, the date on which such Exchange Security 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 Security 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 Security 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.

7. Rules 144 and 144A. The Issuer shall use its best efforts to file the reports required to be filed by it under the Securities Act and the Exchange Act in a timely manner and, if at any time the Issuer is not required to file such reports, it will, upon the request of any Holder of Transfer Restricted Securities, make publicly available other information so long as necessary to permit sales of their securities pursuant to Rules 144 and 144A. The Issuer covenants that it will take such further action as any Holder of Transfer Restricted Securities may reasonably request, all to the extent required from time to time to enable such Holder to sell Transfer Restricted Securities without registration under the Securities Act within the limitation of the exemptions provided by Rules 144 and 144A (including the requirements of Rule 144A(d)(4)). The Issuer will provide a copy of this Agreement to prospective purchasers of Securities identified to the Issuer by the Initial Purchasers upon request. Upon the request of any Holder of Transfer Restricted Securities, the Issuer shall deliver to such Holder a written statement as to whether it has complied in all material respects with such requirements. Notwithstanding the foregoing, nothing in this Section 7 shall be deemed to require the Issuer to register any of its securities pursuant to the Exchange Act.

8. Underwritten Registrations. If any of the Transfer Restricted Securities covered by any Shelf Registration are to be sold in an underwritten offering, the investment banker or investment bankers and manager or managers that will administer the offering ("Managing Underwriters") will be selected by the Holders of a majority in aggregate principal amount of such Transfer Restricted Securities to be included in such offering.

No person may participate in any underwritten registration hereunder unless such person (i) agrees to sell such person's Transfer Restricted Securities on the basis reasonably provided in any underwriting arrangements approved by the persons entitled hereunder to approve such arrangements and (ii) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements.

9. Miscellaneous.

(a) Amendments and Waivers. The provisions of this Agreement may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given, except by the Issuer, each Guarantor and the written consent of the Holders of a majority in principal amount of the Securities affected by such amendment, modification, supplement, waiver or consents.

(b) Notices. All notices and other communications provided for or permitted hereunder shall be made in writing by hand delivery, first-class mail, facsimile transmission, or air courier which guarantees overnight delivery:

(1) if to a Holder of the Securities, at the most current address given by such Holder to the Issuer in accordance with the provisions of this Section 9(b).

(2) if to the Initial Purchasers, at the following address:

Credit Suisse First Boston Corporation
11 Madison Avenue
New York, NY 10010
Fax No.: (212) 318-0532
Attention: Transactions Advisory Group

with a copy to:

Cravath, Swaine & Moore
Worldwide Plaza
825 Eighth Avenue
New York, NY 10019-7475
Attention: Kris F. Heinzelman

(3) if to the Issuer or any Guarantor, at the Issuer's address as follows:

Radio One, Inc.
5900 Princess Garden Parkway
Lanham, Maryland
Attention: Alfred C. Liggins, III

with a copy to:

Kirkland & Ellis
655 Fifteenth Street, Suite 1200
Washington, DC 20005
Attention: Richard L. Perkal

All such notices and communications shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; three business days after being deposited in the mail, postage prepaid, if mailed; when receipt is acknowledged by recipient's facsimile machine operator, if sent by facsimile transmission; and on the day delivered, if sent by overnight air courier guaranteeing next day delivery.

(c) No Inconsistent Agreements. Each of the Issuer and the Guarantors has not, as of the date hereof, entered into, nor shall it, on or after the date hereof, enter into, any agreement with respect to its securities that is inconsistent with the rights granted to the Holders herein or otherwise conflicts with the provisions hereof.

(d) Successors and Assigns. This Agreement shall be binding upon the Issuer and each Guarantor, and their respective successors and assigns.

(e) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

(f) Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(g) Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.

(h) Severability. If any one or more of the provisions contained herein, or the application thereof in any circumstance, is held invalid, illegal or unenforceable, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions contained herein shall not be affected or impaired thereby.

(i) Securities Held by the Issuer. Whenever the consent or approval of Holders of a specified percentage of principal amount of Securities is required hereunder, Securities held by the Issuer or its affiliates (other than subsequent Holders of Securities if such subsequent Holders are deemed to be affiliates solely by reason of their holdings of such Securities) shall not be counted in determining whether such consent or approval was given by the Holders of such required percentage.

If the foregoing is in accordance with your understanding of our agreement, please sign and return to the Issuer a counterpart hereof, whereupon this instrument, along with all counterparts, will become a binding agreement among the several Initial Purchasers, the Issuer and the Guarantors in accordance with its terms.

Very truly yours,

RADIO ONE, INC., as the Issuer

By: /s/ Alfred Liggins

Name: Alfred Liggins
Title: President

RADIO ONE LICENSES, INC., as a Guarantor

By: /s/ Alfred Liggins

Name: Alfred Liggins
Title: President

The foregoing Registration Rights Agreement is hereby confirmed and accepted as of the date first above written.

CREDIT SUISSE FIRST BOSTON CORPORATION
NATIONSBANC CAPITAL MARKETS, INC.

by: CREDIT SUISSE FIRST BOSTON CORPORATION

By: /s/ William Ettelson

Name: William Ettelson
Title: Associate

Each broker-dealer that receives Exchange Securities 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 Securities. The Letter of Transmittal 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 Securities received in exchange for Securities where such Securities were acquired by such broker-dealer as a result of market-making activities or other trading activities. The Issuer has agreed that, for a period of 180 days after the Expiration Date (as defined herein), it will make this Prospectus available to any broker-dealer for use in connection with any such resale. See "Plan of Distribution."

Each broker-dealer that receives Exchange Securities for its own account in exchange for Securities, where such Securities 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 Securities. See "Plan of Distribution."

ANNEX C

PLAN OF DISTRIBUTION

Each broker-dealer that receives Exchange Securities 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 Securities. 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 Securities received in exchange for Existing Securities where such Existing Securities were acquired as a result of market-making activities or other trading activities. The Issuer has agreed that, for a period of 180 days after the Expiration Date, it will make this prospectus, as amended or supplemented, available to any broker-dealer for use in connection with any such resale. In addition, until , 199 , all dealers effecting transactions in the Exchange Securities may be required to deliver a prospectus.1/

The Issuer will not receive any proceeds from any sale of Exchange Securities by broker-dealers. Exchange Securities 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 Securities 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 Securities. Any broker-dealer that resells Exchange Securities 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 Securities may be deemed to be an "underwriter" within the meaning of the Securities Act and any profit on any such resale of Exchange Securities 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 Expiration Date the Issuer 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. The Issuer has agreed to pay all expenses incidental to the Exchange Offer (including the expenses of one counsel for the Holders of the Securities) other than commissions or of the Securities (including any broker-dealers) against certain liabilities, including liabilities under the Securities Act.

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1/In addition, the legend required by Item 502(e) of Regulation S-K will appear on the back cover page of the Exchange Offer prospectus.

[ ] CHECK HERE IF YOU ARE A BROKER-DEALER AND WISH TO RECEIVE 10 ADDITIONAL COPIES OF THE PROSPECTUS AND 10 COPIES OF ANY AMENDMENTS OR SUPPLEMENTS THERETO.

Name: _____

Address: _____
_____

If the undersigned is not a broker-dealer, the undersigned represents that it is not engaged in, and does not intend to engage in, a distribution of Exchange Securities. If the undersigned is a broker-dealer that will receive Exchange Securities for its own account in exchange for Securities that were acquired as a result of market-making activities or other trading activities, it acknowledges that it will deliver a prospectus in connection with any resale of such Exchange Securities; 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.

STANDSTILL AGREEMENT

STANDSTILL AGREEMENT (this "Agreement") effective as of May 19, 1997, by and among Radio One, Inc., a Delaware corporation ("Radio One"); the subsidiaries of Radio One from time to time party hereto and who are guarantors of the Senior Indebtedness (as defined below) (herein referred to as the "Subsidiaries" and collectively, with Radio One hereinafter referred to as the "Companies," and individually as a "Company"); ALTA Subordinated Debt Partners III, L.P., BancBoston Investments, Inc., Grant M. Wilson, Syncom Capital Corporation, Alliance Enterprise Corporation, Greater Philadelphia Venture Capital Corporation, Inc., Opportunity Capital Corporation, Capital Dimensions Venture Fund, Inc., TSG Ventures Inc. and Fulcrum Venture Capital Corporation (together with their respective successors and assigns, each an "Investor" and collectively the "Investors"); Alfred C. Liggins, Catherine L. Hughes and Jerry A. Moore, III (each, a "Management Stockholder" and collectively, the "Management Stockholders"); and NationsBank of Texas, N.A., as Agent ("Agent") for itself and the other Senior Lenders (hereinafter defined), and United States Trust Company of New York, as trustee (the "Trustee") for the holders of the Senior Subordinated Notes under the Indenture (as those terms are hereinafter defined).

WITNESSETH:

WHEREAS, Radio One, the Investors, certain Subsidiaries of Radio One then existing, and the Management Stockholders entered into a Securities Purchase Agreement, dated June 6, 1995 (the "Securities Purchase Agreement"), pursuant to which: (i) Radio One sold and the Investors purchased from Radio One subordinated promissory notes due in the year 2003 in the aggregate principal amount of $17,000,000 (the "Subordinated Notes"); and (ii) Radio One sold and the Series B Preferred Investors (as defined below) purchased from Radio One warrants (the "New Warrants") for an aggregate of 50.93 shares of the Common Equity of Radio One on a fully-diluted basis;

WHEREAS, simultaneously with the execution of the Securities Purchase Agreement, Radio One and the Series A Preferred Investors (as defined below) entered into an Exchange Agreement (the "Exchange Agreement") dated as of June 6, 1995, pursuant to which the Series A Preferred Investors exchanged all of their then existing warrants for $6,251,094 in cash and new warrants (the "Exchange Warrants", together with the New Warrants, the "Warrants") to purchase an aggregate of 96.11 shares of the common stock of Radio One on a fully-diluted basis;

WHEREAS, simultaneously with the execution of the Securities Purchase Agreement, Radio One, the Investors, certain subsidiaries of Radio One then existing, and the Management Stockholders entered into a Warrantholders' Agreement dated as of June 6, 1995 (referred to herein as the "Existing Warrant Agreement"), to govern the rights of each under the Warrants;

WHEREAS, Radio One has heretofore entered into: (i) an asset purchase agreement with Jarad Broadcasting Company of Pennsylvania, Inc., dated December 6, 1996, as amended (the WPHI-FM Purchase Agreement"), which provides for the purchase of certain assets used or held for use in the operation of Radio Station WPHI-FM, licensed to Jenkintown, Pennsylvania ("WPHI-FM"), and (ii) a binding letter of intent (the "WYCB-AM Letter of Intent") to acquire the stock of the corporation holding Radio Station WYCB-AM, Washington, D.C. ("WYCB-AM," and together with WPHI-FM, the "New Stations");

WHEREAS, simultaneously with the execution hereof, Radio One will issue its 12% Senior Subordinated Notes due 2004 (the "Senior Subordinated Notes") to certain investors (the "Senior Subordinated Noteholders") pursuant to an offering under Rule 144A of the Securities Act of 1933, as amended, with respect to which Radio One shall receive gross proceeds in an amount equal to $75,000,000 (the "Senior Subordinated Debt Financing") for the purpose of: (i) funding the balance of the purchase price for WPHI-FM (the "WPHI-FM Acquisition") and WYCB-AM (the "WYCB-AM Acquisition," and together with the WPHI-FM Acquisition, the "Acquisitions"), (ii) repaying all of the outstanding indebtedness due under the Amended and Restated Senior Credit Agreement dated as of June 6, 1995, among Radio One, certain Subsidiaries of Radio One then existing, NationsBank of Texas, N.A., as agent and lender, and the other Senior Lenders named therein (as amended, the "Existing Senior Credit Agreement"); (iii) paying for the leasehold improvements, new equipment and other amounts associated with moving Radio One's Washington, D.C. offices and studios in the second quarter of 1997 to an office building located in Lanham, Maryland; (iv) providing funding for other general purposes, including working capital; and (v) paying the related fees and expenses of the offering of the Senior Subordinated Notes, the exchange of Preferred Stock (as defined herein) for the Subordinated Notes and the Acquisitions;

WHEREAS, Radio One, Radio One Licenses, Inc., a Delaware corporation (the "Subsidiary"), and NationsBank of Texas, N.A. (together with any other lender thereunder, and its successors and assigns, a "Senior Lender"), intend to enter into that certain Amended and Restated Senior Credit Agreement with Radio One, dated as of May 19, 1997, amending and restating the Existing Senior Credit Agreement (as amended, modified, restated, supplemented, renewed, extended, increased, rearranged or substituted from time to time, the "Senior Credit Agreement"), pursuant to which the Senior Lender will loan up to $7,500,000 of secured senior debt to Radio One in the form of a line of credit for working capital needs and general corporate purposes, and including a letter of credit facility for good faith escrow deposits in connection with Permitted Acquisitions and to secure certain Capital Lease Obligations; and

WHEREAS, pursuant to the terms of a Preferred Stockholders' Agreement, dated as of May 14, 1997 by and among the Investors, including without limitation the Investors listed as Series A Preferred Investors on Schedule A thereto (the "Series A Investors") and the Investors listed as Series B Preferred Investors on Schedule A thereto (the "Series B Investors"), Radio One, the Subsidiary, and each Management Stockholder (the "Preferred Stockholders' Agreement"), and as a necessary condition to the Senior Subordinated Debt Financing, (i) the Series A Preferred Investors will exchange all of their Subordinated Notes (including all accrued

but unpaid interest thereon) for the number of shares of Series A 15% Senior Cumulative Redeemable Preferred Stock of Radio One (the "Series A Preferred Stock") listed on Schedule A to the Preferred Stockholders' Agreement, and (ii) the Series B Preferred Investors will exchange all of their Subordinated Notes (including all accrued but unpaid interest thereon) for the number of shares of Series B 15% Senior Cumulative Redeemable Preferred Stock of Radio One (the "Series B Preferred Stock," and together with the Series A Preferred Stock, the "Preferred Stock") listed on Schedule A of the Preferred Stockholders' Agreement; and

WHEREAS, on or about the date hereof, the Companies, the Management Shareholders and the Investors will enter into a First Amendment to the Existing Warrant Agreement (as so amended, the "Warrant Agreement"), pursuant to which replacement certificates (entitled "Amended and Restated Warrants") will be issued in replacement of the outstanding warrant certificates reflecting changes in Radio One's debt and capital structure. The term "Warrants" as used herein shall include such replacement certificates.

In order to induce the Senior Lenders to make financial accommodations to the Companies and to enter into the Senior Credit Agreement, and to induce the Senior Subordinated Noteholders to purchase the Senior Subordinated Notes, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Companies, the Investors and the Management Stockholders hereby agree with the Agent on behalf of the Senior Lenders, and the Trustee, on behalf of the Senior Subordinated Noteholders that, so long as any Senior Indebtedness (as hereinafter defined) is outstanding or committed to be advanced, each such party will comply with such of the following provisions as are applicable to it:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Certain Definitions.

1.1 Capitalized Terms. Except as otherwise defined herein, all capitalized terms used in this Agreement shall have the meanings specified for such terms in Appendix A.

1.2 Senior Indebtedness. The term "Senior Indebtedness" shall mean any and all loans, advances, extensions of credit and any other indebtedness, obligations and/or liabilities, now existing or hereafter arising, direct or indirect, absolute or contingent, of the Companies, or any of them to (i) the Senior Lenders outstanding from time to time, whether pursuant to the Senior Credit Agreement, any guaranty or guaranties thereof, the notes issued pursuant thereto any security agreement or any other agreement or document entered into by any of the Companies in connection therewith (collectively, the "Loan Documents") (including, without limitation, any and all indebtedness to the Senior Lenders in respect of any and all future loans or advances or extensions of credit made to the Companies, or any of them, by the Senior Lenders prior to, during or following any proceeding in respect of any "Reorganization", as defined in Section 3.2 hereof, together with interest thereon and all fees, expenses and other amounts (including costs of collection and reasonable attorneys' fees) at any time owing to the Senior Lenders, whether arising in connection

with the Senior Credit Agreement, or any other Loan Documents, or such other indebtedness (all of the foregoing sometimes referred to herein as the "Primary Senior Indebtedness"), and (ii) the Senior Subordinated Noteholders from time to time, pursuant to that certain Indenture, by and between the Company and the Trustee, dated May 15, 1997 (as amended, modified, restated, supplemented, renewed, extended, increased, rearranged or substituted from time to time, the "Indenture"), the Senior Subordinated Notes issued pursuant thereto, the guaranties of the Subsidiaries with respect thereto (the "Subordinated Guaranties"), or otherwise, together with interest thereon and all fees, expenses and other amounts (including costs of collection and reasonable attorneys' fees) at any time owing to the Senior Subordinated Noteholders, whether arising in connection with the Indenture, the Senior Subordinated Notes, the Subordinated Guaranties or any other document executed in connection therewith, (regardless of the extent to which the Senior Credit Agreement, or any other Loan Document, or such other indebtedness, or the Indenture, the Senior Subordinated Notes or the Subordinated Guaranties is enforceable against the Companies and regardless of the extent to which such amounts are allowed as claims against the Companies in any Reorganization, and including any interest thereon accruing after the commencement of any Reorganization and any other interest that would have accrued thereon but for the commencement of such Reorganization); provided, that without the prior consent of Investors holding a majority in interest of the Preferred Stock, the Senior Lenders shall not increase the greater of (i) the aggregate committed amount of $7,500,000 under the Senior Credit Agreement or (ii) the principal amount of loans under the Senior Credit Agreement permitted to be outstanding to the Companies, by an amount in excess of $2,500,000, and the Senior Subordinated Noteholders will not increase the principal amount outstanding under the Senior Subordinated Notes. All holders of Senior Indebtedness shall be entitled to the benefits of this Agreement without notice thereof being given to the Investors.

1.3 Subordinated Obligations. The term "Subordinated Obligations" shall mean any and all existing and hereafter arising obligations and/or liabilities whatsoever of the Companies, or any of them, to (i) the Investors in connection with the Preferred Stock, whether payments made in respect of Liquidation Value or dividends of the Preferred Stock, indemnities or otherwise in respect of such Preferred Stock, whether direct or indirect, absolute or contingent, and all claims, rights, causes of action, judgments and decrees in respect of the foregoing, including, without limitation: all indebtedness, obligations and/or liabilities arising under, resulting from, relating to or in connection with such Preferred Stock, and further including without limitation any amounts paid at any time to the Investors under or in connection with provisions of the Securities Purchase Agreement and (ii) the Investors in connection with or under the, the Warrant Agreement, the Warrants, any and all proxies granted in connection therewith, and (iii) any indebtedness of the Company or any Subsidiary issued to the Investors, if any and at any time, in any transaction related to or in connection with the Preferred Stock or the Warrants, and in each case any and all agreements or instruments securing any of the obligations, indebtedness and/or liabilities evidenced by, arising under, resulting from or related to the foregoing (all of the foregoing, together with any other agreement, document, instrument, certificate or proxy evidencing or relating to any of the foregoing, the transactions contemplated therein or the Subordinated Obligations being hereinafter collectively referred to as the "Subordinated Agreements").

2. Representations and Warranties.

(a) The Company and each Management Shareholder hereby represents and warrants to the Agent, the Senior Lenders, the Trustee and each Senior Subordinated Noteholder that:

(i) At the date hereof (i) the total number of shares of 15% Series A Preferred Stock authorized by Radio One, held by the Series A Investors, is 100,000 shares, par value $.01 per share; with an aggregate Liquidation Value for all such Series A Preferred Stock equal to $8,484,303; and (ii) the total number of shares of 15% Series B Preferred Stock authorized by the Company, held by the Series B Investors, is 150,000 shares, par value $.01 per share, with an aggregate Liquidation Value for all such Series B Preferred Stock equal to $12,446,710. At the date hereof, no dividends have been declared or have accrued with respect to the Preferred Stock. All of the Investors holding Series A Preferred Stock are listed on Exhibit A, under the caption "Series A Preferred Investors"; all of the Investors holding Series B Preferred Stock are listed on Exhibit A, under the caption "Series B Preferred Investors". All of the Investors holding warrants are listed on Exhibit A, under the caption "Warrantholders".

(ii) True, accurate and complete copies of the Subordinated Agreements are attached hereto as Exhibit B; and

(b) Each Investor hereby represents and warrants to the Agent, the Senior Lenders, the Trustee and each Senior Subordinated Noteholder that:

(i) Each Investor is the holder of the Preferred Stock held by it, and in the case of Investors owning Warrants, the Warrants, free and clear of all liens, claims and encumbrances, and such Investor is not subject to any contractual limitation or restriction which would impair in any way its ability to execute or perform its obligations under this Agreement.

(ii) Each Investor hereby consents to the Companies incurring the Senior Indebtedness, including, without limitation, all future loans and extensions of credit by the Senior Lenders and the Senior Subordinated Noteholders to the Companies (to the extent permitted hereunder), or any of them, for all purposes for which such consent may be required under the Subordinated Agreements or otherwise;

(iii) Such Investor has no liens on, security interests in, or other rights to any of the assets of the Companies.

3. Terms of Subordination.

3.1 No Transfer. The Investors will not sell or otherwise dispose of any of the Subordinated Obligations, including, without limitation, the Preferred Stock or the Warrants, except with the consent of the Senior Lenders (which consent shall not be unreasonably withheld); provided, however, that the Investors may sell or transfer the Preferred Stock or the Warrants to an Affiliate, or any partner of any Investor existing on the date hereof or as required by law or regulation. In all cases, prior to any transfer of the Preferred Stock or the Warrants, or any other Subordinated Obligation, each transferee thereof must (a) agree in advance in writing, pursuant to an agreement in form acceptable to the Senior Lenders, to become a party hereto and (b) pledge to Agent and the Senior Lenders, in advance, any Warrants so transferred pursuant to a pledge agreement in form acceptable to Senior Lenders. The Investors shall give the Senior Lenders at least thirty (30) days prior written notice of any such proposed transfer stating the identity of the transferee and providing such other information as the Senior Lenders shall reasonably require.

3.2 Payment Subordinated. (a) Anything in the Subordinated Agreements to the contrary notwithstanding, each Investor hereby subordinates and defers the payment of the Subordinated Obligations, and the Subordinated Obligations are and shall be hereby made expressly subordinate and junior in right of payment to the prior indefeasible payment in full in cash of the Senior Indebtedness and termination of the Senior Credit Agreement and the Indenture, and the Subordinated Obligations are hereby subordinated as a claim against the Companies and the Management Stockholders (relating to the Senior Indebtedness) or any of the assets of, or ownership interests in, the Companies whether such claim be (i) in the event of any distribution of the assets of a Company upon any voluntary or involuntary dissolution, winding-up, total or partial liquidation or reorganization, or bankruptcy, insolvency, receivership or other statutory or common law proceedings or arrangements involving a Company or the readjustment of the liabilities of a Company or any assignment for the benefit of creditors or any marshaling of the assets or liabilities of a Company (any of the foregoing being hereinafter referred to as a "Reorganization"), (ii) in connection with a sale of the Companies pursuant to the Subordinated Agreements or otherwise or (iii) other than in connection with any Reorganization or any such sale, to the prior indefeasible payment in full in cash of the Senior Indebtedness and termination of the Senior Credit Agreement and the Indenture. In furtherance of the foregoing, except as provided in Section 3.6 hereof, the Companies will not make, and no holder of Subordinated Obligations will accept or receive, any payment of Subordinated Obligations until all the Senior Indebtedness has been indefeasibly paid in full in cash and the Senior Credit Agreement and the Indenture have been terminated.

(b) Further, so long as any Claim (as defined in Section 5 hereof) of Agent or any of the Senior Lenders or the Trustee or any Senior Subordinated Noteholder against any of the Companies, the Management Stockholders (relating to the Senior Indebtedness) or any portion of the Senior Indebtedness remains outstanding or unsatisfied, and until the Senior Credit Agreement and the Indenture have been terminated, each Investor agrees that it shall not (i) exercise any of its rights under the Warrants or any other option, warrant, call or other Right (other than, subject to Section 8 hereof, the Investors' rights under Section 10 of the Preferred Stockholders' Agreement and Articles VI and VIII of the Warrant Agreement and under any irrevocable proxy granted to

effectuate the Investors' rights under Articles VI and VIII of the Warrant Agreement) it may now have or hereafter acquire with respect to any portion of the capital stock of any of the Companies (collectively, "Equity Rights"), whether acquired pursuant to the Subordinated Agreements or otherwise (A) unless after the exercise of such Warrants or other Equity Rights, the Investors will not own, directly or indirectly, 65% or more of Radio One or any other Company nor be entitled to elect or designate for election a majority of the Board of Directors of any Company, (B) if as a result of such exercise of the Warrants or other Equity Rights, Hughes and Liggins shall not continue to directly own of record and beneficially and to control 35% or more of Radio One and the Companies or would not be entitled to elect or designate for election a majority of the Board of Directors of any Company and (C) unless such Investor shall have first (x) notified the Senior Lenders and the Trustee of its desire to exercise its Warrant, (y) instructed and notified Radio One that any capital stock to be issued in connection with the exercise of any Warrant of any Investor shall be delivered directly to Agent as security for the Primary Senior Indebtedness and (z) such Investor shall simultaneously pledge such capital stock to the Agent for the benefit of the Senior Lenders pursuant to a pledge agreement in form and substance satisfactory to the Senior Lenders and deliver to Agent stock powers (executed in blank) covering such capital stock, (ii) exercise any rights it now has or hereafter acquires to require a Company to repurchase any of the Warrants pursuant to the Subordinated Agreements or otherwise, or (iii) accept any sums in consideration of repurchase of any of the Warrants.

3.3 Distributions in Reorganization. (a) In the event of any Reorganization relative to a Company or property of a Company, all of the Senior Indebtedness shall first have been indefeasibly paid in full in cash and the Senior Credit Agreement and the Indenture shall have been terminated before any payment whatsoever is made upon or in respect of the Subordinated Obligations (including but not limited to payments on account of redemption, liquidation, dividends, or principal, premium, interest or otherwise), and in any such proceedings any payment or distribution of any kind or character whatsoever, whether in cash or property or securities which may be payable or deliverable in respect of the Subordinated Obligations shall be paid or delivered directly to the (i) Agent for the benefit of the Senior Lenders for application in payment of the Primary Senior Indebtedness, unless and until the Investors shall have received notice in writing from the Agent that all such Primary Senior Indebtedness shall have been indefeasibly paid and satisfied in full in cash and the Senior Credit Agreement shall have been terminated, and (ii) thereafter to the Trustee, for the benefit of the Senior Subordinated Noteholders, for application in payment of the Senior Subordinated Notes and all monetary obligations of any Company under the Indenture, unless and until the Investors shall have received notice in writing from the Trustee that all such Senior Subordinated Notes and all monetary obligations under the Indenture of any Company shall have been indefeasibly paid and satisfied in full in cash and the Indenture shall have been terminated. In the event that, notwithstanding the foregoing, upon any such Reorganization, any payment or distribution of assets of a Company of any kind or character whatsoever, whether in cash, property or securities, shall be received by any holder of the Subordinated Obligations before all of the Senior Indebtedness is indefeasibly paid in full in cash and the Senior Credit Agreement and the Indenture have been terminated, the Investors agree hereby to cause all such payments and distributions to be immediately paid over, first, to the Agent for the benefit of the Senior Lenders, for application to the payment of all Primary Senior Indebtedness remaining unpaid

until the Investors shall have received notice in writing from the Agent that all such Primary Senior Indebtedness shall have been indefeasibly paid in full in cash and the Senior Credit Agreement has been terminated, and second, to the Trustee for the benefit of the Senior Subordinated Noteholders, for application to the payment of all Senior Subordinated Notes and all other monetary obligations of any Company under the Indenture, until the Investors shall have received notice in writing from the Trustee that all such Senior Subordinated Notes and such other monetary obligations shall have been indefeasibly paid in full in cash and the Indenture has been terminated.

(b) Until such time as the Senior Indebtedness has been indefeasibly paid and satisfied in full in cash and the Senior Credit Agreement and the Indenture shall have been terminated, each of the Investors irrevocably authorizes and empowers the Agent, on behalf of the Senior Lenders, and at such time as the Primary Senior Indebtedness shall have been indefeasibly paid in full, the Trustee, on behalf of the Senior Subordinated Noteholders, in any proceedings under any Reorganization (i) to file a proof of claim on behalf of any or all of the Investors with respect to the Subordinated Obligations if any such Investor fails to file proof of its claims prior to 30 days before the expiration of the time period during which such claims must be submitted, (ii) to accept and receive any payment or distribution which may be payable or deliverable at any time upon or in respect of such Subordinated Obligations, provided that at such time as the Primary Senior Indebtedness shall have been indefeasibly paid in full, amounts received thereafter by the Agent, if any, shall be delivered by the Agent to the Trustee for the benefit of the Senior Subordinated Noteholders, (iii) to prove any and all claims, or seek enforcement thereof, of each of the Investors in any Reorganization proceeding and (iv) to take such other action as may be reasonably necessary to effectuate any of the foregoing. Upon the Agent's or the Trustee's reasonable request, each Investor agrees severally and not jointly to provide to the Agent and the Trustee, all information and documents necessary to present claims or prove claims or seek enforcement thereof as aforesaid. The Investors shall retain the exclusive right to vote their claims in any Reorganization; provided, that no Investor shall be entitled to take any action or vote in any way and each such Investor hereby agrees severally and not jointly to not take any action or vote in any way, so as to contest (i) the validity or the enforceability of the Senior Credit Agreement, any of the other Loan Documents or any of the liens or security interests which secure the payment or performance of the Primary Senior Indebtedness, (ii) the validity or the enforceability of the Indenture, the Senior Subordinated Notes, the Subordinated Guaranties or any other document executed in connection therewith, or (iii) the validity or enforceability of this Agreement or any agreement or instrument to the extent evidencing or relating to the Senior Indebtedness. Neither the Agent and the Senior Lenders, nor the Trustee and the Senior Subordinated Noteholders, shall in any event be liable for any failure to prove the Subordinated Obligations; for failure to exercise any rights with respect thereto; or for failure to collect any sums payable thereon or for failure to take any affirmative action in connection therewith.

3.4 Effect of Provisions. The provisions hereof as to subordination are solely for the purpose of defining the relative rights of the holders of Senior Indebtedness on the one hand, and the holders of the Subordinated Obligations on the other hand, and, except as otherwise expressly provided herein, none of such provisions shall impair, as between the Companies and the holders of the Subordinated Obligations, the obligations of the Companies, which are unconditional and

absolute to pay to such holders all of the Subordinated Obligations in accordance with the terms thereof.

3.5 Subrogation, etc. The holders of the Subordinated Obligations shall not be subrogated to the rights of the holders of the Senior Indebtedness in respect of payments or distributions of assets of, or ownership interests in, the Companies made on the Senior Indebtedness, if at all under applicable law, until the Senior Indebtedness shall have been indefeasibly paid in full in cash and the Senior Credit Agreement and the Indenture have been terminated.

3.6 Permitted Payments of Subordinated Obligations. Radio One may, from time to time, pay or cause to be paid to any holder of Subordinated Obligations, and any such holder may accept and retain, payments or other distributions, including without limitation in respect of any redemption or other payment in respect of the Preferred Stock, to the extent, and solely to the extent, permitted (i) under the Senior Credit Agreement, so long as any Primary Senior Indebtedness thereunder remains unpaid and the Senior Credit Agreement has not been terminated, and (ii) under the Indenture, so long as the Senior Subordinated Notes, and all monetary obligations in connection therewith, remain unpaid, and the Indenture has not been terminated.

4. Agreement to Hold in Trust. If any holder of Subordinated Obligations shall receive any payment with respect to the Subordinated Obligations in any form and from any source whatsoever (including, without limitation, any payment or distribution of collateral security, if any, or the proceeds of any collateral security) in violation of this Agreement, it shall hold such payment in trust first, for the benefit of the Senior Lenders and, promptly upon discovery or notice of such violation, pay it over to Agent for the benefit of the Senior Lenders for application to payment of the Primary Senior Indebtedness; and upon receipt of notice from the Agent that the Primary Senior Indebtedness has been paid in full and the Senior Credit Agreement has been terminated, shall thereafter, pay it over to the Trustee for the benefit of the Senior Subordinated Noteholders for application in payment of the Senior Subordinated Notes and other monetary obligations under the Indenture; provided, however, that if any holder of Subordinated Obligations receives the Permitted Prepayment or any interest payment permitted to be made under Section 8.6 of the Senior Credit Agreement or the Indenture, and such holder is not aware that such payment was made in violation of the Senior Credit Agreement or the Indenture, or that a default or event of default exists under the Senior Credit Agreement or the other Loan Documents or the Indenture or the Subordinated Guaranties, and the Agent or the Trustee does not notify such holder of Subordinated Obligations that such payment was made in violation of the Senior Credit Agreement or the Indenture, as the case may be, within 90 days of the date of payment thereof, then the Investors shall be entitled to retain such interest payments or Permitted Prepayment.

5. Amendments to Subordinated Agreements/Additional Liens on Collateral. Each Investor covenants and agrees that, unless the Senior Lenders otherwise consent thereto in writing, it will not amend or modify any provision of any of the (a) Warrant Agreement, (b) the Amended and Restated Certificate of Incorporation of the Company, or the Preferred Stockholders' Agreement, or (c) the other Subordinated Agreements, in each such case, so as to effect (i) any obligation to pay any fees or any increase in the rate of interest or dividends charged, declared or

accrued thereunder, (ii) any increase in the principal amount or liquidation value of the Subordinated Obligations or any installment due thereunder, or to create any obligation to make a principal payment or payment in respect of redemption, (iii) any additional payment or prepayment or redemption requirements, or requirements in respect of dividends or voting rights, (iv) any acceleration of the maturity date of any payment for principal, redemptions, dividends or interest, (v) amendment of the form or method of payment, (vi) the granting or obtaining of any collateral security or obtaining any lien on any collateral, (vii) providing for any additional covenants (financial or otherwise) or events of default (however defined), Redemption Events or remedies, or making more restrictive any existing covenants or events of default or provisions governing the Preferred Stock or Warrants, (viii) any rights to control the board of directors of any of the Companies, (ix) any changes to Section 10 of the Preferred Stockholders' Agreement or Articles VI or VIII of the Warrant Agreement or (x) any other amendment which would result in a breach or violation of the Senior Credit Agreement or which could have an adverse effect on the operations of the Companies, the Agent's or the Senior Lenders' security interest in the Collateral or the Agent's or the Senior Lenders' Claims. As used herein, the term "Claims" shall mean the Senior Indebtedness and any and all now existing and future indebtedness, obligations or liabilities, including without limitation any post petition interest, of the Companies to Agent and the Senior Lenders, or the Trustee and the Senior Subordinated Noteholders, whether direct or indirect, absolute or contingent, secured or unsecured, arising under the Senior Credit Agreement, the Notes, or any other Loan Documents, or the Indenture or the Senior Subordinated Notes, or the Subordinated Guaranties, as now written or as amended, modified, restated, supplemented, renewed, extended, increased, rearranged or substituted hereafter or by operation of law or otherwise, including any and all expenses (including reasonable attorneys' fees) incurred in connection therewith and any interest thereon. Claims shall also include all such Claims arising as a result of any refinancing of the Claims by another Person in accordance with the terms of this Agreement or (c) obtain any liens on or security interests in any of the assets or Property of the Companies as security for the Subordinated Obligations or otherwise.

6. Requirement of Notice. (a)The Investors agree to notify Agent and the Senior Lenders and the Trustee, on behalf of the Senior Subordinated Noteholders immediately upon the happening of any of the following:

(i) the Investors declare an event of default, elect to exercise rights of any mandatory redemption or put in respect of the Preferred Stock, or elect to exercise any rights to convert the Preferred Stock or Warrants into common stock or indebtedness of the Company or any Subsidiary, under any of the Subordinated Agreements;

(ii) the waiver by the Investors of any material default or redemption event under any of the Subordinated Agreements;

(iii) the acceleration or occurrence of any event requiring redemption of the Subordinated Obligations, or event which provides increased voting rights to the Investors, or creates an event of default under the Senior Credit Agreement or the Indenture as a result of any change of control provision therein;

(iv) actual knowledge of the occurrence of a breach by the Company or any Subsidiary of any event under Section 10 of the Preferred Stockholders Agreement or under the Warrant Agreement which permits the Investors to require the Company to seek a sale of the Company or its assets, or a refinancing of its indebtedness and obligations in respect of the Preferred Stock, in each case, subject to the terms hereof; or

(v) actual knowledge of any breach by an Investor under this Agreement, or any Loan Document to which an Investor is a party executed in connection with the Senior Credit Agreement, or the Indenture.

(b) Prior to the commencement of any foreclosure action against a Company or acceleration of the Senior Indebtedness by reason of an event of default under the Senior Credit Agreement, or acceleration under the Indenture, each of the Agent and the Trustee, as the case may be, agree to notify the Investors of such event of default (although the failure to give such notice shall not affect the validity of such acceleration or foreclosure action).

7. Legend. The Companies and each Investor, for itself and its successors and assigns as holders of Subordinated Obligations, covenant to cause each agreement and instrument representing or evidencing any of the Subordinated Obligations issued or executed by the Companies and either of them and held by the Investors or any agreement securing the Subordinated Obligations including, without limitation, the Preferred Stockholders Agreement, the Warrants, the Warrant Agreement, the Preferred Stock and any other documents or instruments evidencing Subordinated Obligations or Liens or security interests in favor of the Investor in connection with the Subordinated Obligations from time to time, if any, to have affixed upon it a legend which reads substantially as follows:

"This instrument/agreement is subject to a Standstill Agreement dated as of May 19, 1997 among RADIO ONE, INC., the Subsidiaries of Radio One, Inc. from time to time, the Investors (as defined therein), the Senior Lenders (as defined therein) and NationsBank of Texas, N.A., as Agent to the Senior Lenders (as defined therein) and individually as a Lender, and United States Trust Company of New York, as Trustee for the Senior Subordinated Noteholders (as defined therein). By its acceptance of this instrument/agreement, the holder hereof agrees to be bound by the provisions of such Standstill Agreement to the same extent that each Investor is bound. In the event of any inconsistency between the terms of this instrument/agreement and the terms of such Standstill Agreement, the terms of the Standstill Agreement shall govern and be controlling."

8. Limit on Right of Action. Each Investor, for itself and its successors and assigns, agrees for the benefit of the holders of the Senior Indebtedness that until indefeasible payment in full in cash of the Senior Indebtedness and termination of the Senior Credit Agreement and the Indenture, such Investor will not take any action to accelerate or demand payment by a Company of the Subordinated Obligations, or exercise a right of redemption or a put (to the Company) in respect of the Subordinated Obligations, or exercise any of its remedies in respect of the Subordinated Obligations, to initiate any Reorganization of, or litigation against, a Company, or to

foreclose or otherwise realize on any Lien, if any, given by a Company or any other Person to secure the Subordinated Obligations; provided, however, that the Investors may accelerate or exercise a right of redemption of the Subordinated Obligations upon the earlier to occur of (i) a Reorganization of the Company (provided that the Investors agree to rescind any acceleration or notice of mandatory redemption resulting from a Reorganization which is an involuntary proceeding dismissed or discharged within 60 days thereof), (ii) the acceleration of the Primary Senior Indebtedness by the holders thereof, (iii) the date which is 180 days after the date the Investors notify the Agent that one of the events under subsections (a), (b) or (c) of Section 10 of the Preferred Stockholders Agreement has occurred so long as such event is continuing at the time of acceleration or exercise of the right of redemption or a put (to the Company); provided further, however, after prior written notice to Agent, the Investors may also initiate litigation against the Companies and the Management Stockholders after either one of the events set forth in the foregoing subsections (i) or (ii) have occurred. Notwithstanding the foregoing, the Investors may (x) sue for specific performance of any of the covenants in the Subordinated Agreements pursuant to their Rights thereunder so long as such action is not in conflict with this Agreement, does not involve an acceleration or an exercise of the right of mandatory redemption or a put (to the Company) of the Subordinated Obligations, the creation of any liens, the payment of, or determination of, any obligation for money damages or the payment of any sums whatsoever to the Investors, and (y) take the actions contemplated by Section 10 of the Preferred Stockholders Agreement and Article VI or Article VIII of the Warrant Agreement pursuant to their rights thereunder as in effect on the date hereof; provided, however, that at such time as the Agent and/or the Senior Lenders have commenced to actively pursue the exercise of their Rights under the Loan Documents to conduct a sale of the Collateral securing the Primary Senior Indebtedness, either pursuant to the exercise of foreclosure Rights, an agreed-upon-sale, or deed-in-lieu of foreclosure, or otherwise, or the Trustee on behalf of the Senior Subordinated Noteholders has commenced to actively pursue the exercise of their Rights under the Senior Subordinated Notes or the Indenture, then the Investors shall no longer have the right to take any of the actions permitted to be taken by the Investors hereunder (other than acceleration or exercise of a right to require the Company to redeem any or all shares of Preferred Stock under Section 8.1 of the Preferred Stockholders Agreement, as applicable, the actions permitted under Section 3.3 hereof, or actions to perfect the Investors' rights to payment from any excess proceeds arising from the Pledged Shares after payment in full of the Senior Indebtedness and the termination of the Senior Credit Agreement and the Indenture) until such date as the Agent and/or the Senior Lenders and/or the Trustee on behalf of the Senior Subordinated Noteholders cease such efforts. If at any ti8. me the Agent, the Senior Lenders or the Trustee, on behalf of the Senior Subordinated Noteholder should begin or resume to actively pursue the exercise of their Rights under the Loan Documents or the Indenture or the Subordinated Guaranties, including the conducting of a sale of any of the Collateral by the Agent or any Senior Lender, then the Investors shall again cease taking any actions permitted hereunder. In the event of a dispute with respect to this provision, it shall be the Investors' burden of proof that the Agent or the Senior Lenders or the Trustee on behalf of the Senior Subordinated Noteholders have failed or ceased to actively pursue the exercise of the Rights as described herein.

9. Intentionally Deleted.

10. Intentionally Deleted.

11. Additional Rights of Senior Lenders and the Senior Subordinated Noteholders. If any Investor, in violation of this Agreement, shall commence, prosecute or participate in any suit, action or proceeding against a Management Stockholder or a Company, a Management Stockholder (relating to the Senior Indebtedness) or a Company may interpose as a defense or plea the making of this Agreement, the Agent may intervene on behalf of the Senior Lenders and interpose a defense or plea in the Agent's name and/or the Senior Lenders' names or in the name of a Management Stockholder or a Company, and the Trustee may intervene on behalf of the Senior Subordinated Noteholders and interpose a defense or plea in the Trustee's name and/or the Senior Subordinated Noteholders' names or in the name of a Management Stockholder or a Company. If any Investor shall attempt to enforce any security agreement, real estate mortgage, deed of trust or any lien instrument or other encumbrance in violation of the terms of this Agreement, the Agent and/or the Senior Lenders may by virtue of this Agreement restrain the enforcement thereof in their name or in the name of the Management Stockholders or the Companies. If any Investor obtains any assets of a Company as a result of any administrative, legal or equitable action, or otherwise, each such Investor agrees forthwith to pay, deliver and assign to the Agent for the benefit of the Senior Lenders any such assets for application to the Senior Indebtedness.

12. Companies' Additional Agreement. Each Company agrees with Agent, the Senior Lenders, the Trustee and the Senior Subordinated Noteholders that it will not, without the prior written consent of Agent and the Senior Lenders', and the Trustee on behalf of the Senior Subordinated Noteholders, execute or deliver any negotiable instrument as evidence of the Subordinated Obligations or any part thereof, except as otherwise permitted by this Agreement.

13. Rights to Amend Loan Documents and Discontinue Senior Indebtedness. Agent and the Senior Lenders hereby reserve the right, in their sole discretion, to modify, amend, waive or release any of the terms of the Senior Credit Agreement, the Note, or any of its other Loan Documents, and the Trustee on behalf of the Senior Subordinated Noteholders hereby reserves the right, in its sole discretion, to modify, amend, waive or release any of the terms of the Senior Subordinated Notes, or the Indenture or the Subordinated Guaranties, in each case, at any time executed by the Management Stockholders or the Companies or any other Person in connection with the Senior Indebtedness or of any other document relative thereto and to exercise or refrain from exercising any powers or rights which the Senior Lenders or the Senior Subordinated Noteholders may have thereunder, and such modification, amendment, waiver, release, exercise or failure to exercise shall not affect any of Agent's, the Senior Lenders' the Trustee's or any Senior Subordinated Noteholder's rights under this Agreement. Each Investor hereby agrees that Agent and the Senior Lenders, and the Trustee, on behalf of the Senior Subordinated Noteholders, may from time to time, in their sole discretion, amend the instrument and agreements evidencing the Senior Indebtedness, grant extensions of time of payment or performance and make compromises and grant waivers or make settlements with the Companies and each of them or other creditors of the Companies, without

affecting the agreements of the Investors, the Management Stockholders or the Companies hereunder. If at any time hereafter, Agent and the Senior Lenders shall, in their own judgment, determine to discontinue the extension of credit to the Companies, they may do so. This Agreement shall continue in full force and effect until the Senior Indebtedness shall have been indefeasibly paid in full in cash and the Senior Credit Agreement and the Indenture have been terminated. Notwithstanding the foregoing, Agent and the Senior Lenders agree that they shall not modify any of its Loan Documents (a) to increase the rates of interest payable thereunder above the Default Rate; provided that this clause shall not restrict or prohibit the Agent or the Senior Lenders from charging fees in connection with such Loan Documents, amendments or waivers relating thereto and/or in connection with any over-advance facility that may be extended from time to time in the Senior Lenders' discretion, (b) amend or modify the Senior Credit Agreement so as to further restrict Radio One's ability to make interest or dividend payments on the Subordinated Obligations, (c) to increase the Senior Indebtedness in violation of Section 1.2 hereof or (d) extend the maturity date past the maturity date of the Subordinated Obligations.

14. Compensation and Indemnity. Radio One shall reimburse the Trustee promptly upon request for all reasonable out-of-pocket expenses incurred or made by it, in connection with this Agreement. Such expenses shall include the reasonable compensation and expenses, disbursements and advances of the Trustee's agents, counsel, accountants and experts. Radio One shall indemnify the Trustee against any and all loss, liability or expense (including attorneys' fees) incurred by it in connection with the performance of its duties hereunder, including the costs and expenses of defending itself against any claim or liability in connection with the acceptance, exercise or performance of any of its powers or duties hereunder. The Trustee shall notify Radio One promptly of any claim for which it may seek indemnity. Failure by the Trustee so to notify Radio One shall not relieve Radio One of its obligations hereunder. Radio One shall defend the claim and the Trustee may have separate counsel and Radio One shall pay the fees and expenses of such counsel. Radio One need not reimburse any expense or indemnify against any loss, liability or expense incurred by the Trustee through the Trustee's own wilful misconduct, negligence or bad faith.

15. Further Assurances. Each Company, Management Stockholder and Investor, for itself and its successors and assigns as holders of Subordinated Obligations, covenant to execute and deliver to Agent, the Senior Lenders and the Trustee for the benefit of the Senior Subordinated Noteholders such further instruments and documents and take such further actions as Agent, on behalf of the Senior Lenders and the Trustee, on behalf of the Senior Subordinated Noteholders may from time to time reasonably request. Without limiting the foregoing, in the event that all or part of the Senior Indebtedness is hereafter refinanced, refunded or replaced through the Senior Lenders, the Senior Subordinated Noteholders and/or any other lender(s) in accordance with this Agreement, the Investors agree to enter into one or more new agreements with the Senior Lenders, the Senior Subordinated Noteholders and/or such lender providing for the subordination of the Subordinated Obligations to at least the same extent, and upon substantially similar terms, as provided in this Agreement.

16. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be delivered by hand, telecopy or by any form of delivery (including but not limited to United States Registered or Certified Mail or Federal Express or other overnight delivery service) requiring or providing for a signed receipt, and addressed as set forth on Schedule 15 hereto, or to such other address or addresses as the party to whom such notices directed may have designated in writing to the other parties hereto. Notices shall be deemed given upon the earlier to occur of (i) actual receipt by or delivery to the addressee, or (ii) the third day following deposit thereof with the U.S. Postal Service for delivery via certified or registered mail, postage prepaid.

17. Successors; Continuing Effect, Etc. This Agreement is being entered into for the benefit of the holders of the Senior Indebtedness and the Subordinated Obligations, and their respective successors and assigns. This Agreement shall be a continuing agreement and shall be irrevocable and shall remain in full force and effect so long as there are both Senior Indebtedness and Subordinated Obligations outstanding or committed to be advanced. The liability of the Investors hereunder shall be reinstated and revived, and the rights of the holders of the Senior Indebtedness shall continue, with respect to any amount at any time paid on account of the Senior Indebtedness which shall thereafter be required to be restored or returned by the holders of the Senior Indebtedness in any Reorganization (including without limitation, any repayment made pursuant to any provision of Chapter 5 of Title 11, United States Code), all as though such amount had not been paid.

18. Entire Agreement; Amendment. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and no modification or waiver of any provision of this Agreement shall in any event be effective unless the same shall be in writing signed by Agent, on behalf of the Senior Lenders, the Trustee, on behalf of the Senior Subordinated Noteholders, and the Investors (unless such amendment or modification shall impose any additional obligations upon the Companies, in which case such amendment or modification shall also require execution by the Companies).

19. Applicable Law; Jurisdiction and Venue; Waiver of Jury Trial.

(a) APPLICABLE LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS AND DECISIONS OF THE STATE OF TEXAS. FOR PURPOSES OF THIS SUBSECTION 18(a), THIS AGREEMENT SHALL BE DEEMED TO BE PERFORMED AND MADE IN THE STATE OF TEXAS.

(b) JURISDICTION AND VENUE. EACH OF THE COMPANIES AND EACH INVESTOR HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS INITIATED BY SUCH PERSON AND ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT SHALL BE LITIGATED IN DALLAS COUNTY, TEXAS OR THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS OR, IF THE AGENT OR THE SENIOR LENDERS INITIATE SUCH ACTION, IN ADDITION TO THE FOREGOING COURTS, ANY COURT IN WHICH THE AGENT OR THE SENIOR LENDERS, THE TRUSTEE ON BEHALF OF THE SENIOR SUBORDINATED NOTEHOLDERS SHALL INITIATE SUCH ACTION, TO

THE EXTENT SUCH COURT HAS JURISDICTION. EACH OF THE COMPANIES AND EACH INVESTOR HEREBY EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR PROCEEDING COMMENCED BY THE AGENT OR THE SENIOR LENDERS, OR THE TRUSTEE ON BEHALF OF THE SENIOR SUBORDINATED NOTEHOLDERS IN ANY OF SUCH COURTS, AND HEREBY AGREES THAT PERSONAL SERVICE OF THE SUMMONS AND COMPLAINT, OR OTHER PROCESS OR PAPERS ISSUED THEREIN MAY BE SERVED IN THE MANNER PROVIDED FOR NOTICES HEREIN, AND AGREES THAT SERVICE OF SUCH SUMMONS AND COMPLAINT OR OTHER PROCESS OR PAPERS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO SUCH PERSON AT THE ADDRESS TO WHICH NOTICES ARE TO BE SENT PURSUANT TO SECTION 15. EACH OF THE COMPANIES AND THE INVESTORS WAIVES ANY CLAIM THAT DALLAS COUNTY, TEXAS OR THE NORTHERN DISTRICT OF TEXAS IS AN INCONVENIENT FORUM OR AN IMPROPER FORUM BASED ON LACK OF VENUE. TO THE EXTENT PROVIDED BY LAW, SHOULD ANY OF THE COMPANIES OR ANY INVESTOR, AFTER BEING SO SERVED, FAIL TO APPEAR OR ANSWER TO ANY SUMMONS, COMPLAINT, PROCESS OR PAPERS SO SERVED WITHIN THE NUMBER OF DAYS PRESCRIBED BY LAW AFTER THE MAILING THEREOF, SUCH PERSON SHALL BE DEEMED IN DEFAULT AND AN ORDER AND/OR JUDGMENT MAY BE ENTERED BY THE COURT AGAINST SUCH PERSON AS DEMANDED OR PRAYED FOR IN SUCH SUMMONS, COMPLAINT, PROCESS OR PAPERS. THE EXCLUSIVE CHOICE OF FORUM FOR EACH OF THE COMPANIES AND EACH INVESTOR SET FORTH IN THIS SUBSECTION 18(B) SHALL NOT BE DEEMED TO PRECLUDE THE ENFORCEMENT, BY AGENT AND/OR THE SENIOR LENDERS OR THE TRUSTEE ON BEHALF OF THE SENIOR SUBORDINATED NOTEHOLDERS OF ANY JUDGMENT OBTAINED IN ANY OTHER FORUM OR THE TAKING, BY THE AGENT AND/OR THE SENIOR LENDERS OR THE TRUSTEE ON BEHALF OF THE SENIOR SUBORDINATED NOTEHOLDERS OF ANY ACTION TO ENFORCE THE SAME IN ANY OTHER APPROPRIATE JURISDICTION, AND EACH OF THE COMPANIES AND THE INVESTORS HEREBY WAIVES THE RIGHT TO COLLATERALLY ATTACK ANY SUCH JUDGMENT OR ACTION.

(c) WAIVER OF RIGHT TO JURY TRIAL. EACH OF AGENT, THE SENIOR LENDERS, THE TRUSTEE ON BEHALF OF THE SENIOR SUBORDINATED NOTEHOLDERS, THE COMPANIES AND EACH INVESTOR ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR WITH RESPECT TO THE TRANSACTIONS CONTEMPLATED THEREBY WOULD BE BASED UPON DIFFICULT AND COMPLEX ISSUES AND, THEREFORE, THE PARTIES AGREE THAT ANY LAWSUIT ARISING OUT OF ANY SUCH CONTROVERSY WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

20. Miscellaneous. This Agreement may be signed in any number of counterparts which, when taken together, shall constitute one and the same document. The headings in this Agreement are for convenience of reference only and shall not alter or otherwise affect the meaning hereof. In the event of any conflict between the provisions of the Agreement and the provisions of any of the

Loan Documents, the Senior Subordinated Notes, the Indenture, the Subordinated Guaranties, or any of the Subordinated Agreements, the provisions of this Agreement shall control. The Companies shall reimburse the holders of the Senior Indebtedness upon demand for all reasonable costs and expenses (including reasonable attorney's fees and disbursements) paid or incurred by the holders of the Senior Indebtedness in connection with any enforcement of this Agreement in favor of the holders of the Senior Indebtedness.

21. FINAL AGREEMENT. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

22. No Personal Liability of Management Stockholders. Notwithstanding anything herein to the contrary, neither Jerry A. Moore, III, Alfred C. Liggins, nor Catherine L. Hughes shall have personal liability under this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

NATIONSBANK OF TEXAS, N.A., as
Agent

By: /s/ Whitney Busse
Name: Whitney Busse
Title: Vice President

/s/ Alfred Liggins
Alfred C. Liggins, individually

/s/ Catherine L Hughes
Catherine L. Hughes, individually

/s/ Jerry A Moore
Jerry A. Moore, III, individually

UNITED STATES TRUST COMPANY OF NEW YORK, as Trustee

By: /s/ Patricia Stermer
Name: Patricia Stermer
Title: Assistant Vice President

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be executed by its duly authorized representative as of the day and year first above written.

RADIO ONE, INC., a Delaware corporation

By: /s/ Alfred Liggins

Alfred C. Liggins
President

RADIO ONE LICENSES, INC., a Delaware corporation

By: /s/ Alfred Liggins

Alfred C. Liggins
President

ALTA SUBORDINATED DEBT PARTNERS III, L.P.

By: Alta Subordinated Debt Management III, L.P., its General Partner

By: /s/ Brian W. McNeill

Name: Brian W. McNeill

Title: General Partner

BANCBOSTON INVESTMENTS, INC.

By: /s/ Lars A Swanson
Name: Lars A Swanson
Title: Vice President

/s/ Grant Wilson
Grant M. Wilson

SYNCOM CAPITAL CORPORATION

By: /s/ Terry L Jones
Name: Terry L Jones
Title: President

ALLIANCE ENTERPRISE CORPORATION

By: /s/ Divakar Kamath
Name: Divakar Kamath
Title: Executive Vice President

GREATER PHILADELPHIA VENTURE CAPITAL CORPORATION, INC.

By: /s/ Fred G. Choate
Name: Fred G. Choate
Title: Manager

OPPORTUNITY CAPITAL
CORPORATION

By: /s/ J.P. Thompson
Name: J. Peter Thompson
Title: President

CAPITAL DIMENSIONS VENTURE
FUND, INC.

By: /s/ Dean Pickerell
Name: Dean Pickerell
Title: Vice President

TSG VENTURES INC.

By: /s/ Duane E. Hill
Name: Duane E. Hill
Title: Principal

FULCRUM VENTURE CAPITAL
CORPORATION

By: /s/ Brian Argrett
Name: Brian Argrett
Title: President

EXHIBIT A

I. Series A Preferred Stock

Investor	Principal Amount (or Liquidation Value) of Preferred Stock
	$_____
	$_____

II. Series B Preferred Stock

Investor	Principal Amount (or Liquidation Value) of Preferred Stock
	$_____
	$_____

III. Warrantholders

Name of Holder	Number of Warrants Held
	_____
	_____

Schedule 15

Notice Addresses

if to the Companies, to the following address:

c/o Radio One, Inc.
5900 Princess Garden Parkway
Lanham, Maryland 20706
Attention: Mr. Alfred C. Liggins, President

if to the Senior Lenders, to the following address:

NationsBank of Texas, N.A.
901 Main Street, 64th Floor
Dallas, Texas 75202
Attention: Ms. Whitney L. Busse

and to:

Baker & Botts, L.L.P.
2001 Ross Avenue
800 Trammell Crow Center
Dallas, Texas 75201
Attention: Alison C. Courtwright, Esq.

If to the Senior Subordinated Noteholders, to the following address:

United States Trust Company of New York
114 West 47th Street
New York, New York 10036
Attention: Corporate Trust Division

and to:

Willkie Farr & Gallagher
One Citicorp Center
153 East 53rd Street
New York, New York 10022
Attention: Jeffrey R. Poss, Esq.

if to the Investors, to the following addresses:

Alta Subordinated Debt Partners III, L.P.
c/o Alta Subordinated Debt Management III, L.P.
Attention: Brian W. McNeill
Burr, Egan, Deleage & Co.
One Post Office Square
Boston, Massachusetts 02109

BancBoston Investments, Inc.
Attention: Sanford Anstey
100 Federal Street, 32nd Floor
Boston, Massachusetts 02110

Grant M. Wilson
201 Concord Street
Carlisle, Massachusetts 01741

Syncom Capital Corporation
Attention: Terry L. Jones, President
8401 Colesville Road
Suite 300
Silver Spring, Maryland 20910

Alliance Enterprise Corporation
Attention: Tom Gerron
12655 North Central Expressway
Dallas, Texas 75243

Greater Philadelphia Venture Capital Corporation, Inc.
Attention: Fred Choate, General Manager
351 East Conestoga Road
Wayne, Pennsylvania 19087

Opportunity Capital Corporation
Attention: J. Peter Thompson, President
2201 Walnut Avenue, Suite 210
Freemont, California 94538

Capital Dimensions Venture Fund, Inc.
Attention: Dean Pickerell, President
Two Applegate Square
Suite 335-T
Minneapolis, Minnesota 55425-1637

TSG Ventures Inc. (formerly Equico Capital Corporation)
Attention: Duane Hill
1055 Washington Boulevard, 10th Floor
Stamford, Connecticut 06901

Fulcrum Venture Capital Corporation
Attention: Brian E. Argrette
300 Corporate Point, Suite 380
Culver City, California 90230

APPENDIX A

"Affiliate" means, with respect to any specified Person, 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 of" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with") 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; provided that beneficial ownership of 10% or more of the voting securities of a Person shall be deemed to be control.

"Collateral" means all assets of Radio One and the Restricted Subsidiaries and all Equity Interests of Radio One and of each of the Restricted Subsidiaries, whether now owned or hereinafter acquired.

"Lien" means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge or other security interest or any preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including, without limitation, any conditional sale or other title retention agreement and any capital lease having substantially the same economic effect as any of the foregoing).

"Liquidation Value" has the meaning specified for such term in Radio One's Certificate of Amended and Restated Certificate of Incorporation.

"Permitted Acquisitions" means acquisitions by Radio One and/or the Restricted Subsidiaries made with the consent of the Lenders and made pursuant to acquisition agreements previously approved in writing by the Lenders.

"Person" means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority or other entity of whatever nature.

"Redemption Events" meaning of which is specified in the Preferred Stockholders Agreement.

"Rights" means rights, remedies, powers and privileges.

[LETTERHEAD OF KIRKLAND & ELLIS]

To Call Writer Direct:
202 879-5000

[DATE]

Radio One, Inc.
5900 Princess Garden Parkway
Lanham, Maryland 20706

Re: Series B 12% Senior Subordinated Notes due 2004

Ladies and Gentlemen:

We are acting as special counsel to Radio One, Inc., a Delaware corporation (the "Company"), in connection with the proposed registration by the Company of up to $85,478,000 in aggregate principal amount of the Company's Series B 12% Senior Subordinated Notes due 2004 (the "Exchange Notes"), pursuant to a Registration Statement on Form S-4 filed with the Securities and Exchange Commission (the "Commission") on June [__], 1997 under the Securities Act of 1933, as amended (the "Securities Act") (such Registration Statement, as amended or supplemented, is hereinafter referred to as the "Registration Statement"), for the purpose of effecting an exchange offer (the "Exchange Offer") for the Company's 12% Senior Subordinated Notes due 2004 (the "Old Notes"). We are also acting as special counsel to Radio One Licenses, Inc. (the "Subsidiary Guarantor") as issuer of a guarantee (the "Guarantee") of the obligations of the Company under the Exchange Notes. The Exchange Notes and the Guarantee are to be issued pursuant to the Indenture (the "Indenture"), dated as of May 15, 1997, among the Company, the Subsidiary Guarantor and United States Trust Company of New York, as Trustee, in exchange for and in replacement of the Company's outstanding Old Notes, of which $85,478,000 in aggregate principal amount is outstanding.

In that connection, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such documents, corporate records and other instruments as we have deemed necessary for the purposes of this opinion, including (i) the corporate and organizational documents of the Company and the Subsidiary Guarantor, (ii) minutes and records of the corporate proceedings of the Company and the Subsidiary Guarantor with respect to the issuance of the Exchange Notes and the Guarantee, respectively, (iii) the Registration Statement and exhibits thereto and (iv) the Registration Rights Agreement, dated as of May 14, 1997, among the Company, Credit Suisse First Boston Corporation and NationsBanc Capital Markets, Inc.

For purposes of this opinion, we have assumed the authenticity of all documents submitted to us as originals, the conformity to the originals of all documents submitted to us as copies and the authenticity of the originals of all documents submitted to us as copies. We have also assumed the genuineness of the signatures of persons signing all documents in connection with which this

opinion is rendered, the authority of such persons signing on behalf of the parties thereto other than the Company and the Subsidiary Guarantor, and the due authorization, execution and delivery of all documents by the parties thereto other than the Company and the Subsidiary Guarantor. As to any facts material to the opinions expressed herein which we have not independently established or verified, we have relied upon statements and representations of officers and other representatives of the Company and the Subsidiary Guarantor and others.

Based upon and subject to the foregoing qualifications, assumptions and limitations and the further limitations set forth below, we are of the opinion that:

(1) Each of the Company and the Subsidiary Guarantor is a corporation existing and in good standing under the General Corporation Law of the State of Delaware.

(2) The sale and issuance of the Exchange Notes has been validly authorized by the Company and the issuance of the Guarantee has been validly authorized by the Subsidiary Guarantor.

(3) When, as and if (i) the Registration Statement shall have become effective pursuant to the provisions of the Securities Act, (ii) the Indenture shall have been qualified pursuant to the provisions of the Trust Indenture Act of 1939, as amended, (iii) the Old Notes shall have been validly tendered to the Company (iv) the Exchange Notes shall have been duly executed and authenticated in accordance with the provisions of the Indenture and duly delivered to the purchasers thereof in exchange for the Old Notes, (v) the Board of Directors and the appropriate officers of the Company and the Subsidiary Guarantor have taken all necessary action to fix and approve the terms of the Exchange Notes and the Guarantee, respectively, and (vi) any legally required consents, approvals, authorizations or other order of the Commission or any other regulatory authorities have been obtained, the Exchange Notes when issued pursuant to the Exchange Offer will be legally issued, fully paid and nonassessable and will constitute valid and binding obligations of the Company and the Guarantee will

constitute a valid and binding obligation of the Subsidiary Guarantor.

Our opinions expressed above are subject to the qualifications that we express no opinion as to the applicability of, compliance with, or effect of (i) any bankruptcy, insolvency, reorganization, fraudulent transfer, fraudulent conveyance, moratorium or other similar law affecting the enforcement of creditors' rights generally, (ii) general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law), (iii) public policy considerations which may limit the rights of parties to obtain certain remedies and (iv) any laws except the laws of the State of New York and the General Corporation Law of the State of Delaware. We advise you that issues addressed by this letter may be governed in whole or in part by other laws, but we express no opinion as to whether any relevant difference exists between the laws upon which our opinions

are based and any other laws which may actually govern. For purposes of the opinion in paragraph 1, we have relied exclusively upon recent certificates issued by the Delaware Secretary of State and such opinion is not intended to provide any conclusion or assurance beyond that conveyed by such certificates. We have assumed without investigation that there has been no relevant change or development between the respective dates of such certificates and the date of this letter.

We hereby consent to the filing of this opinion as Exhibit 5.1 to the Registration Statement. We also consent to the reference to our firm under the heading "Legal Matters" in the Registration Statement. In giving this 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 of the rules and regulations of the Commission.

We do not find it necessary for the purposes of this opinion, and accordingly we do not purport to cover herein, the application of the securities or "Blue Sky" laws of the various states to the issuance of the Exchange Notes.

This opinion is limited to the specific issues addressed herein, and no opinion may be inferred or implied beyond that expressly stated herein. We assume no obligation to revise or supplement this opinion should the present laws of the States of Delaware or New York be changed by legislative action, judicial decision or otherwise.

This opinion is furnished to you in connection with the filing of the Registration Statement, and is not to be used, circulated, quoted or otherwise relied upon for any other purposes.

Yours very truly,

KIRKLAND & ELLIS

STANDARD OFFICE LEASE

1. BASIC LEASE PROVISIONS ("BASIC LEASE PROVISIONS")

1.1 PARTIES: This Lease, dated, for reference purposes only, February 3, 1997, is between National Life Insurance Company, a Vermont corporation ("Landlord"), and Radio One, Inc., a Delaware corporation ("Tenant"), doing business under the same name ("Tenant").

1.2 PREMISES: Suite Number(s) Suite 100, 720 and 800, on the first, seventh and eighth floors, consisting of 17,175 rentable square feet, more or less, as shown on Exhibit A hereto (the "Premises").

1.3 BUILDING: The building is located at 5930 Princess Garden Parkway in the City of Lanham, County of Prince George's, State of Maryland, as defined in paragraph 2.

1.4 USE: Radio broadcasting and general office, subject to paragraph 6.

1.5 TERM: The Term shall commence on February 3, 1997 ("Commencement Date") and end on December 31, 2011.

1.6 BASE RENT: Annual base rent is payable in twelve equal installments on the 1st day of each month, per paragraph 4.1, but subject to increase upon the following dates after the Rent Commencement Date (as defined in Section 3.3), and shall be calculated by multiplying the number of square feet comprising the Premises by the following numbers:

Year l:	
Months 1 through 6	$11.00 per square foot
Months 7 through 12	$12.00 per square foot
Year 2:	$13.50 per square foot
Years 3 through 15:	4% annual increases on January 1, 1999 and on each January 1st thereafter.

1.7 ADDITIONAL RENT: All monetary obligations of Tenant to Landlord under the terms of this Lease, including but not limited to any expenses payable by Tenant hereunder, shall be deemed to be rent.

1.8 BASE YEAR: For purposes of calculating real estate tax escalations the base year represents the period July 1, 1997 to June 30, 1998.

1.9 BASE RENT PAID UPON EXECUTION: Fifteen thousand Seven Hundred Forty Three and 75/100 dollars ($15,743.75) for the first month of rent.

1.10 SECURITY DEPOSIT: Fifteen thousand Seven Hundred Forty Three and 75/100 dollars ($15,743.75).

1.11 TENANT'S SHARE OF REAL ESTATE TAX ESCALATION: 22.2% as defined in paragraph 4.2.

1.12 PARKING: Tenant shall be entitled to parking for 3.5 automobiles per 1,000 square feet leased, subject to paragraph 2.2.

1.13 PROCURING BROKER: None

1.14: COOPERATING BROKER: None. A "cooperating broker" is defined as any broker other than the Listing Broker entitled to a share of any commission arising under this Lease.

1.15 LANDLORD ALTERATIONS, IMPROVEMENTS OR ADDITIONS: Landlord will not be making any alterations, improvements or additions to the Premises in conjunction with this Lease.

1.16 STORAGE SPACE LICENSE. Landlord shall provide Tenant a revocable license to use storage space in the Building, in a location to be determined by Landlord and reasonably acceptable to Tenant, and subject to availability, of approximately 500 square feet of space, and at a storage rental rate equal to $0.00 per square foot. Landlord shall have the unilateral right to terminate Tenant's license to use such storage space, at any time, or from time to time by providing Tenant with fifteen (15) days' prior written notice.

2. PREMISES, PARKING AND COMMON AREAS.

2.1 PREMISES: The Premises are a portion of the Building, as more particularly identified in paragraph 1.2 of the Basic Lease Provisions (the "Premises"). The Premises, the Building, the Common Areas, as defined in paragraph 2.3, the land upon which the same are located, along with all other non-tenanted, non-occupied buildings and improvements thereon or thereunder, are herein collectively referred to as the "Office Building Project". Landlord hereby leases the Premises to Tenant and Tenant leases the Premises from Landlord for the term, at the rental, and upon all of the conditions set forth herein, including non-exclusive rights to the Common Areas as herein specified.

2.2 VEHICLE PARKING. So long as Tenant is not in default, and subject to the rules and regulations attached hereto, and as established by Landlord from time to time. Tenant shall be entitled to (1) ten (10) reserved spaces in the front of the Building, substantially as set forth in exhibit B hereto, (2) ten (10) reserved spaces in the rear of the Building, substantially as set forth in Exhibit B hereto, and (3) additional non-exclusive, unreserved parking in the Office Building Project, on a first-come, first served basis, provided that the number of unreserved parking spaces, when added to the number of reserved spaces provided herein, do not exceed in the aggregate the number of parking spaces permitted by the parking ratio specified in paragraph 1.12 of the Basic Lease Provisions at the monthly rate applicable from time to time, consistent with market parameters, for monthly parking as set by Landlord and or its licensee.

2.2.1 If Tenant commits, permits or allows any of the prohibited activities described in the Lease or the rules then in effect, then Landlord shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Tenant, which cost shall be immediately payable upon demand by Landlord.

2.3 COMMON AREAS - DEFINITION. The term "Common areas" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Office Building Project that are provided and designated by the Landlord from time to time for the general non-exclusive use of Landlord, Tenant its permitted subtenants and other lessees of the Office Building Project and their invitees. As used in this Lease, the term "invitees" means the employees, visitors, suppliers, shippers and customers of Landlord, Tenant and other lessees of the Office Building Project. The Common Areas include, but are not limited to, common entrances, lobbies, corridors, stairways and stairwells, public rest rooms, elevators, escalators, parking areas to the extent not otherwise prohibited by this Lease, loading and unloading areas, trash areas, roadways, sidewalks, parkways, ramps, driveways, landscaped areas and decorative walls.

2.4 COMMON AREAS - RULES AND REGULATIONS. Tenant agrees to abide by and conform to the rules and regulations attached hereto as Exhibit C with respect to the Office Building Project, and to cause its invitees to so abide and conform. Landlord or such other person(s) as Landlord may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to modify, amend and enforce said rules and regulations. Landlord shall not be responsible to Tenant for the noncompliance with said rules and regulations by other lessees of the Office Building Project or their invitees. Landlord shall not discriminate against the Tenant in the enforcement of the rules and regulations. In the event of any inconsistency between the Lease and the rules, the Lease shall govern.

2.5 COMMON AREAS - CHANGES. Landlord shall have the right, in Landlord's sole discretion, from time to time:

(a) To make changes to the Building interior and exterior and the Common areas, including, without limitation, changes in the location, size, shape, number, and appearance thereof, including but not limited to the lobbies, windows, stairways, air shafts, elevators, escalators, restrooms, driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, decorative walls, landscaped areas and walkways; provided, however, Landlord shall at all times provide the parking facilities required by applicable law, and so long as such changes cause no material and permanent adverse effect on access or amenities; provided, however, Tenant shall be provide reasonable access to the Premises at all times.

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land and improvements outside the present or future boundaries of the Office Building Project to be a part of the Common Areas, provided that such other land and improvements have a reasonable and functional relationship to the Office Building Project;

(d) To add additional buildings and improvements to the Common areas, subject to the provisions of paragraph 40.2 of this Lease;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Office Building Project or any portion thereof;

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and the other portions of the Office Building Project as Landlord may, in the exercise of sound business judgment, deem to be appropriate.

3. TERM.

3.1 TERM. The Term and the Commencement Date of this Lease shall be as specified in paragraph 1.5 of the Basic Lease Provisions.

3.2 POSSESSION TENDERED; DELAY IN POSSESSION. Possession of the Premises (other than Suite 110) shall be tendered to Tenant by Landlord on or before February 1, 1997 ("Tender of Possession"); and possession of Suite 110 shall be tendered on or before March 20, 1997. After Tender of Possession, Tenant shall perform, at Tenant's sole cost and expense, all tenant improvements

to the Premises, subject to the provisions of Paragraph 7.3. Notwithstanding said tender of possession, if for any reason Landlord connot deliver possession of the Premises to Tenant on said dates and subject to paragraph 3.3. Landlord shall not be subject to any liability therefor, nor

shall such failure affect the validity of this Lease or the obligations of Tenant hereunder or extend the term hereof. There shall be no abatement of Rent, to the extent of any delays caused by acts or omissions of Tenant, Tenant's agents, employees and contractors.

3.3 RENT COMMENCEMENT DATE - DEFINED. Tenant shall be obligated to commence payment of Rent to Landlord, without abatement, offset or deduction, on the date which is ten (10) days after the date of Substantial Completion (as hereafter defined), which date of Substantial Completion shall be separately calculated (as provided below) for (a) suites 720 and 800, consisting of 13,124 rentable square feet (the "Office Suite"), and (b) suite 100, consisting of 4,051 rentable square feet (the "Broadcast Suite"). "Substantial Completion" of the Office Suite shall be defined as the date the improvements to the Office Suite are substantially complete and are available for occupancy by Tenant; provided, however, if Tenant occupies the Office Suite for the conduct of Tenant's business prior to substantial completion, then notwithstanding such partial completion the Office Suite shall be deemed substantially complete, provided further, that in no event shall the date of Substantial Completion of the Office Suite be later than the earlier of May 1, 1997 plus the number of days that work on the Office Suite was stopped as a result of an action described in the second sentence of Paragraph 19 hereof or July 1, 1997. "Substantial Completion" of the Broadcast Suite shall be defined as the date the improvements to the Broadcast Suite are substantially complete, and are available for occupancy by Tenant; provided, however, if Tenant occupies the Broadcast Suite for the conduct of Tenant's business prior to substantial completion, then notwithstanding such partial completion the Broadcast Suite shall be deemed substantially complete. Notwithstanding anything herein to the contrary, if Tenant has not achieved Substantial Completion of the Broadcast Suite not later than July 31, 1997, Substantial Completion of the Broadcast Suite shall be deemed to have occurred on July 31, 1997. The "Rent Commencement Date" shall be deemed for the purposes of this Lease, and the increases in Rent provided in Paragraph 1.6 to be the first day of the first month after Substantial Completion of the Office Suite or the Broadcast Suite, whichever is first to occur, but in no event later than August 1, 1997. Notwithstanding the foregoing, the termination date will not be amended and will remain December 31, 2011.

4. RENT.

4.1 BASE RENT. Subject to the future increases contemplated in Paragraph 4.3, and except as may be otherwise expressly provided in this Lease, Tenant shall pay Landlord the Base Rent set forth in Paragraph 1.6 of the Basic lease Provision, without abatement, offset or deduction. Tenant shall pay Landlord upon execution of this Lease the advance Base Rent described in Paragraph 1.9 of the Basic Lease Provisions. Rent for any period during the term which is for less than one month shall be prorated based upon the actual number of days of the calendar month involved. Rent shall be payable in lawful money of the United States to Landlord at the address stated herein or to such other persons or/at such other places as Landlord may designate in writing.

4.2 REAL ESTATE TAX ESCALATION.

(a) For the purposes of this Lease.

(i) The term "real estate taxes" means all taxes, rates and assessments, general and special levied or imposed with respect to the land, Building and improvements constructed thereon of which the Premises are a part, including all taxes, rates and assessments, general and special levied or imposed for school, public betterment, general or local improvements and taxes imposed in connection with any special taxing district. If the system of real estate taxation shall be altered or varied and any new tax or levy shall be levied or imposed on said land, Building and improvements, and/or on Landlord, in substitution for real estate taxes presently levied or imposed on immovables in the jurisdiction where the property is located, then any such new tax or levy shall be included within the term "real estate taxes".

(ii) The term "base real estate taxes" means the assessed value of the land, Building and improvements, multiplied by the then current rate, for the tax year commencing July 1, 1997. The current real estate tax year is for the twelve (12) month period from July 1, 1997 to June 30, 1998.

(iii) The term "real estate tax year" means each successive twelve-month (12) period following and corresponding to the period for which the base real estate taxes are established, irrespective of the period or periods which may from time to time in the future be established by competent authority for the purposes of levying or imposing real estate taxes.

(b) Each year Tenant shall pay to Landlord with thirty (30) days after demand in writing therefor (accompanied by a statement showing computation of Tenant's share of such increase), as additional rent, Tenant's pro rata share, of any increase in real estate taxes for the then current real estate tax year over the base real estate taxes (all as defined above). Tenant's share, as aforesaid, shall be as defined in Section 1.11.

(c) Real estate taxes which are being contested by Landlord shall nevertheless be included for purposes of the computation of the liability of Tenant under this Section, provided, however, that in the event that Tenant shall have paid any amount of increased rent pursuant to this Section and Landlord obtains a refund, then Landlord shall pay to Tenant the appropriate portion of such refund. Landlord's obligation to refund shall survive expiration of the term of this Lease. Landlord shall have no obligation to contest, object or litigate the levying or imposition of any real estate taxes and may settle, compromise, consent to, waiver or otherwise determine in its discretion any real estate taxes without consent approval of Tenant. Real estate taxes shall also

include all costs, including attorney's fees, incurred in a challenge or application for reassessment.

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(d) Nothing contained in thsi Section shall be construed at any tinme to reduce the monthly installments of rent payable hereunder below the amounts stipulated in Section 4.1 of this Lease.

(e) If the termination date of the Lease shall not coincide with the end of a real estate tax year, then in computing the amount payable under this Section for the period between the commencement of the applicable real estate tax year in question and the termination date of this Lease, the base real estate taxes shall be deducted from the real estate taxes for the applicable real estate tax year and, if there shall be a difference, such difference prorated on a monthly basis shall be payable by Tenant. Tenant's obligation to pay increased real estate taxes under this Section for the final period of the Lease shall survive the expiration of the term of this Lease.

4.3 DEFINITION OF RENT. The capitalized term "Rent", as used in this Lease, shall mean the Base Rent (as the same shall be increased in accordance with this Lease, including the increases contemplated in Paragraph 1.6) plus Tenant's Share of Real Estate Tax Escalation.

4.4 RENT TAX. If any governmental agency imposes any tax measured by the amount of rent paid, Tenant will pay such tax at the time of each payment of Fixed Minimum Rent or Additional Rent.

5. SECURITY DEPOSIT. Tenant shall deposit with Landlord upon execution hereof, to be held in an interest bearing account with interest to thereafter accrue and become a part of the security deposit, the security deposit set forth in paragraph 1.10 of the Basic Lease Provisions as security for Tenant's faithful performance of Tenant's obligations hereunder. If Tenant fails to pay Rent or other charges due hereunder, or otherwise defaults with respect to any provision of this Lease, which default continues beyond any applicable notice or right to cure provided herein, Landlord may use, apply or retain all or any portion of said deposit for the payment of any Rent or other charge in default for the payment of any other sum to which Landlord may become obligated by reason of Tenant's default, or to compensate Landlord for any loss or damage which Landlord may suffer thereby. If Landlord so uses or applies all or any portion of said deposit, Tenant shall within ten (10) days after written demand deposit cash with Landlord in an amount sufficient to restore said deposit to the full amount then required of Tenant. Landlord shall not be required to keep said security deposit separate from its general accounts. Tenant will be required to return all keys to Premises and provide Landlord with Tenant's forwarding address. If Tenant performs all of Tenant's obligations hereunder, said deposit, or so much thereof as had not been applied by Landlord, shall be returned, without payment of interest or other increment for its use, to Tenant (or, at Landlord's option, to the last assignee, if any, of Tenant's interest hereunder) within thirty (30) days after the term expires and Tenant vacates the Premises. No trust relationship is created herein between Landlord and Tenant with respect to said Security Deposit.

6. USE.

6.1 USE. The Premises shall be used and occupied only for the purpose set forth in paragraph 1.4 of the Basic Lease Provisions and for no other purpose.

6.2 COMPLIANCE WITH LEGAL AND INSURANCE REQUIREMENTS. Tenant shall, at Tenant's expense, promptly comply with all applicable statutes, ordinances, rules, regulations, orders, existing covenants and restrictions of record, including requirements of the American Disabilities Act and reasonable requirements of any insurance underwriters or rating bureaus, now in effect or which may hereafter come into effect, whether or not they reflect a change in policy from that now existing, during the term or any part of the term hereof, relating in any manner to the Premises and the occupation and use by Tenant of the Premises. Tenant shall conduct its business in a lawful manner and shall not cause waste or a nuisance or disturb other occupants of the Building. Tenant shall not be required to construct alterations outside of the Premises, and Landlord shall remain responsible to ensure compliance with the Act outside of the Premises and outside of other tenant spaces.

6.3 CONDITION OF PREMISES.

(a) Upon delivery of possession to Tenant the Premises shall be clean and the plumbing, lighting, air conditioning, and heating system in the Premises shall be in a good operating condition. Tenant shall promptly notify Landlord in writing of any claimed violation of the foregoing warranty, setting forth with specificity the nature of the violation. If it is determined that there has been a violation, Landlord shall promptly after receipt of such notice from Tenant, at Landlord's sole cost, rectify such violation.

(b) Except as otherwise provided in this Lease, Tenant hereby accepts the Premises and the Office Building Project in their "as is" condition as of the date of delivery of possession of the Premises to Tenant, subject to all applicable municipal, county and state laws, ordinances and regulations governing and regulating the use of the Premises, and any easements, covenants or restrictions of record (so long as same do not adversely impact the permitted use, which analysis shall be determined by Tenant prior to the date hereof), and accepts this Lease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Tenant acknowledges that it has satisfied itself by its own independent investigation that the Premises are suitable for its intended use, and that neither Landlord nor any agent of Landlord has made any representation or warranty as to the present or future suitability of the Premises, Common Areas, or Office Building Project for the conduct of Tenant's business.

7. MAINTENANCE, REPAIRS, ALTERATIONS AND ADDITIONS.

7.1 MAINTENANCE AND REPAIR - LANDLORD'S OBLIGATIONS. Landlord shall maintain the Common Areas of the Office Building Project and the plumbing, heating, ventilating, air conditioning, elevator, electrical and other mechanical systems of the Building in good

working order. Except as provided in paragraph 9.5 or paragraph 11.5, there shall be no abatement of Rent or liability of Landlord on account of any injury or interference with Tenant's business with respect to any improvements, alterations or repairs made by Landlord to the Office Building Project or any part thereof.

7.2 MAINTENANCE AND REPAIR - TENANT'S OBLIGATIONS. During the term of this Lease, Tenant shall take good care of the Premises and fixtures therein and maintain them in good order, condition and repair equal to the original work, ordinary and reasonable wear excepted. During the term of this Lease, Tenant shall maintain at its own expense any plumbing facilities located within the Premises serving only the Premises, except the rest rooms located in the core of the Building, in good order, condition and repair to the reasonable satisfaction of Landlord. Upon surrender of the Premises to Landlord, Tenant shall deliver the Premises to Landlord, broom clean, in as good order, condition and repair as they were upon delivery of possession to Tenant, ordinary and reasonable wear excepted. Without limiting the foregoing, Landlord may require after a default by Tenant of its obligations under this Section 7.2 and the expiration of any applicable notice and cure, that any such maintenance and repairs be performed by Landord at Tenant's expense.

7.3 ALTERATIONS AND ADDITIONS.

(a) Tenant shall not, without Landlord's prior written consent (not to be unreasonably withheld, conditioned or delayed), make any alterations, improvements or additions in, on or about the Premises or that portion of the Office Building Project for which a license is granted under Paragraph 38 hereof. Tenant acknowledges and agrees that for purposes of determining whether Landlord unreasonably withheld its consent, Landlord may apply more stringent criteria, such as the requirement that Tenant procure, at Tenant's sole cost and expense, engineering certifications from engineers acceptable to Landlord, if the alteration, improvement or addition affects the structure of the Office Building Project, or any part thereof. At the expiration of the Term, Landlord may require the removal of any or all alterations (other than walls, partitions and doors) which are non-general office space alterations, at Tenant's expense, and Tenant shall in all events leave the Premises in a clean and safe condition at the expiration of the term. Should Landlord permit Tenant to make any alterations, improvements or additions, Tenant shall use only contractors reasonably approved by Landlord. Such contractors shall carry liability insurance of a type and in such reasonable amounts as Landlord shall reasonably require, naming Landlord and Tenant as additional insureds, Before commencing the work, such contractors shall furnish Landlord with certificates of insurance evidencing such coverage. Tenant shall also maintain a policy of Builder's Risk for such work. Should Tenant make any alterations, improvements or additions without the prior approval of Landlord, or use a contractor not expressly approved by Landlord, Landlord may, at any time during the term of this Lease, require that Tenant remove any part or all of such work.

(b) Tenant shall present any alteration, improvement or addition in or about the Premises or the Office Building Project that Tenant desires to make to Landlord in written form, with proposed detailed plans. If landlord consents to such alteration, improvement or addition, the consent shall be deemed conditioned upon Tenant, at its expense, acquiring a permit to do so from the applicable government agencies (at Tenant's sole cost), furnishing a copy thereof to Landlord prior to the commencement of the work and compliance by Tenant with all conditions of said permit in a prompt and expeditious manner. Landlord agrees to cooperate with Tenant in obtaining such permits.

(c) Tenant shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Tenant at or for use in the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises, the Building or the Office Building Project, or any interest therein.

(d) Tenant shall give Landlord not less than ten (10) days' notice prior to the commencement of any work in the Premises by Tenant. Landlord shall have the right to post notices of non-responsibility in or on the Premises or the Building. If Tenant, in good faith, contests the validity of any lien, claim or demand regarding the work, then Tenant shall, at its sole expense, defend itself and Landlord and Landlord's agents against the same and shall pay and satisfy any adverse judgment that may be rendered thereon before the enforcement thereof against Landlord or Landlord's agents or the Premises or the Building or the Office Building Project, upon the condition that if Landlord shall require, Tenant shall furnish to Landlord a surety bond satisfactory to Landlord in an amount equal to such contested lien claim or demand indemnifying Landlord and Landlord's agents against liability for the same and holding the Premises, the Building and Office Building Project free from the effect of such lien or claim. If such lien is not bonded by a creditworthy company to the full amount of such claim, Landlord may require Tenant to pay Landlord's reasonable attorneys' fees and costs in participating in such action if Landlord decides it is in Landlord's best interest to participate. Such expenses incurred by Landlord shall be considered Additional Rent.

(e) All alterations, improvements and additions made by Tenant shall be done in a good, workmanlike, manner with good quality materials and shall become (upon Lease expiration or termination) the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the Lease term, unless Landlord requires their removal pursuant to paragraph 7.3(a). Any trade fixtures installed and paid for by Tenant may be removed by Tenant during the term of this Lease and shall upon demand by Landlord be removed upon expiration of the term. Tenant shall in all events promptly repair any damage caused by removal of trade fixtures.

(f) Tenant shall provide Landlord with as-built plans and specifications for any alterations, improvements or additions, for Landlord's

prior written approval.

7.4 UTILITY ADDITIONS. Landlord reserves the right to install new or additional utility facilities throughout the Office Building Project for the benefit of Landlord or Tenant, or any other lessee of the Office Building Project, including, but not by way of limitation,

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such utilities as plumbing, electrical systems, communication systems, and fire protection and detection systems, so long as such installations do not unreasonably interfere with Tenant's use of the Premises.

7.5 AMERICANS WITH DISABILITIES ACT. Tenant acknowledges that Landlord will not be making any alterations, improvements or additions to the Premises under this Lease. In establishing the Rent under this Lease the Landlord has relied on the agreement between Tenant and Landlord that Landlord will not be required to make any alterations, improvements or additions to the Premises. Landlord has made no representation to Tenant that the Premises comply with or will comply with the Americans with Disabilities Act (the "Act"). Tenant agrees to and shall be responsible for all cost and expense incurred in connection with any alterations, improvements and changes necessary to ensure compliance with the Act. It is the intent of this paragraph that any alterations, improvements or additions required by the Act with regard to the Premises, whether resulting from amendments to the Act or otherwise shall be the sole responsibility of Tenant. Tenant covenants and agrees to and does hereby indemnify, defend and hold Landlord harmless from and against all liability (including, without limitation, attorney's fees and court costs) that Landlord may actually sustain by reason of Tenant's breach of its obligations under this paragraph. In the event that Tenant fails to comply with its obligations under this paragraph for a period of ten (10) days after written notice from Landlord to Tenant specifying the action required to be taken, Landlord shall have the right, but not the obligation, to enter into the Premises and perform such action on behalf of Tenant. In such event, Landlord shall not be liable for and Tenant hereby waives any and all claims against Landlord arising out of any damage or injury to the Premises or any property situated therein and Landlord shall have no liability to Tenantt for any interruption of Tenant's operations conducted in or about the Premises. Any and all costs and expenses incurred by Landlord in performing such action on behalf of Tenant shall be reimbursed by Tenant to Landlord upon demand and the failure to do so shall, at the option of the Landlord, constitute an event of default under this Lease.

7.6 TENANT REQUIREMENTS FOR IMPROVEMENTS. Tenant shall furnish to Landlord its completed space plan drawings no later than ten (10) days after the full execution of this Lease. The space plan shall be attached as Exhibit D hereto. At least ten (10) days prior to the start of construction, Tenant shall furnish to Landlord completed construction drawings and/or a scope of work (and a final price for such construction) reflecting the details as shown in the space plan. Prior to the start of construction, Tenant shall obtain and furnish to Landlord copies of all permits required to complete the work. Landlord shall have ten (10) days to approve construction drawings and/or scope of work, which when approved shall be attached as Exhibit E hereto. Such approval shall not be unreasonably withheld. Upon completion of construction, the Tenant shall provide certified As-Built drawings and the original certificate of occupancy to the Landlord.

8. INSURANCE; INDEMNITY.

8.1 LIABILITY INSURANCE - TENANT. Tenant shall obtain General Public Liability Insurance covering the Premises and Tenant's use thereof against claims for personal injury of death and property damage occurring upon, in or about the Premises, such insurance to afford protection to the limit of not less than $2,000,000 arising out any one occurrence, and any property damage to afford protection to the limit of not less than $2,000,000; or such insurance may be for a combined single limit of $2,000,000 per occurrence. The insurance coverage required under this Section 8.1 shall, in addition, extend to any liability of Tenant arising out of Tenant's indemnities provided in this Lease, as well as Independent Contractors' Liability, Product/Completed Operations Liability, Personal Injury Liability and Contractual Liability.

8.2 LIABILITY INSURANCE - LANDLORD. Landlord shall obtain and keep in force during the term of this Lease a policy of Commercial General Liability Insurance, plus coverage against such other risks as Landlord deems dvisable from time to time, in such amounts as Landlord deems advisable from time to time, insuring Landlord, but not Tenant, against liability arising out of the ownership, use, occupancy or maintenance of the Office Building Project.

8.3 PROPERTY INSURANCE - TENANT. Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease for the benefit of Tenant, fire and extended coverage insurance, with vandalism and malicious mischief, sprinkler leakage and earthquake sprinkler leakage endorsements, in an amount sufficient to cover the full replacement cost, as the same may exist from time to time, of all of Tenant's personal property, fixture, equipment and tenant improvements. Any policy proceeds from such insurance, so long as this Lease shall remain in effect, shall be held in trust by Tenant's insurance company first for the repair, reconstruction, restoration or replacement of the property damaged or destroyed. This provision shall survive the termination of this Lease.

8.4 PROPERTY INSURANCE - LANDLORD. Landlord shall obtain and keep in force during the term of this Lease a policy or policies of "all risk" coverage insurance covering loss or damage to the Office Building Project improvements, on a replacement cost basis (excluding foundations and footings), but not Tenant's personal property, fixtures, equipment or tenant improvements, in such amounts as Landlord deems appropriate from time to time providing protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, plate glass, and such other perils as Landlord deems advisable from time to time or may be required by a lender having a lien on the Office Building. Such insurance may include earthquake, flood and boiler and machinery insurance. In addition, Landlord may obtain and keep in force, during the term of this Lease, rental value insurance, with loss payable to Landlord, which insurance may also cover Operating expenses. Tenant will not be named in any such policies carried by Landlord and shall have no right to any

proceeds therefrom. The policies required by paragraphs 8.2 and 8.4 shall contain such deductibles as Landlord or the aforesaid lender may determine. In the event that the Premises shall suffer an Insured Loss as defined in paragraph 9.1(e), the deductible amounts under the applicable insurance policies shall be deemed an Operating Expense. Tenant shall not do or permit to be done anything which shall invalidate the insurance policies carried by Landlord. Tenant shall pay the entirety of any increase in the property insurance premium for the Office Building Project over what it was immediately prior to the commencement of the term of this

Lease if the increase is specified by Landlord's insurance carrier as being caused by the nature of Tenant's occupancy or any act or omission of Tenant.

8.5 INSURANCE POLICIES. Tenant shall deliver to Landlord copies of the insurance policies required under paragraphs 8.1 and 8.3 or, if permitted by Landlord, certificates evidencing the existence and amounts of such insurance within seven (7) days after the Commencement Date of this Lease. The policies or certificates must include a copy of the endorsement naming the additional insureds required under Section 8.1. Tenant shall, at least thirty (30) days prior to the expiration of each policy, furnish Landlord with a copy of the policy or a certificate evidencing the renewal thereof. If Tenant provides a certificate Landlord may at any time thereafter require Tenant to provide Landlord with a copy of the policy. The policies shall be issued by insurers having a rating of A-10 or better in Best's Key Rating Guide, who are admitted carriers in the state where the Office Building Project is located. No such policy shall be cancelable or subject to reduction of coverage or other modification except after thirty (30) days prior written notice to Landlord.

8.6 WAIVER OF SUBROGATION. Tenant and Landlord each hereby release and relieve the other and their agents and employees (and Landlord's asset manager and property manager) and waive their entire right of recovery against the other (and Landlord's asset manager and property manager), for direct or consequential loss or damage arising out of or incident to the perils covered by property insurance carried (without regard to any deductible; i.e., deemed "no deductible") or required to be carried by such party, whether due to the negligence of Landlord or Tenant or their agents, employees, contractors or invitees. All property insurance policies required under this Lease shall be endorsed to so provide.

8.7 INDEMNITY. Except for personal injury or death caused solely by the gross negligence or willful misconduct of Landlord, Tenant shall indemnify and hold harmless Landlord and its agents, master or ground lessor, partners and lenders, if any, from and against any and all claims for damage to the person or property of anyone or any entity arising from Tenant's use of the Office Building Project, or from the conduct of Tenant's business or from any activity, work or things done, permitted or suffered by Tenant in or about the Premises or elsewhere and shall further indemnify and hold harmless Landlord from and against any and all claims, costs and expenses arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or omission of Tenant, or any of Tenant's agents, contractors, employees, or invitees, and from and against all costs, attorneys' fees, expenses and liabilities incurred by Landlord as the result of any such use, conduct, activity, work, things done, permitted or suffered, breach, default or negligence, and in dealing reasonably therewith, including but not limited to the defense or pursuit of any claim or any action or proceeding involved therein; and in case any action or proceedings be brought against Landlord by reason of any such matter, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord and Landlord shall cooperate with Tenant in such defense. Landlord need not have first paid any such claim in order to be so indemnified. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property of Tenant or injury to persons, in, upon or about the Office Building Project arising from any cause and Tenant hereby waives all claims in respect thereof against Landlord. The provisions of this paragraph 8.7 shall survive the expiration or termination of this Lease.

8.8 EXEMPTION OF LANDLORD FROM LIABILITY. Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for loss of or damage to the goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees, customers, or any other person in or about the Premises or the Office Building Project, nor shall Landlord be liable for injury to the person of Tenant, Tenant's employees, agents or contractors, whether such damage or injury is caused by or results from theft, fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether said damage or injury results from conditions arising upon the Premises or upon other portions of the Office Building Project, or from other source or place, or from hew construction or the repair, alteration or improvement of any part of the Office Building Project, or of the equipment, fixtures or appurtenances applicable thereto, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant, occupant or user of the Office Building Project, nor from the failure of Landlord to enforce the provisions of any other lease of any other tenant of the Office Building Project.

8.9 NO REPRESENTATION OF ADEQUATE COVERAGE. Landlord makes no representation that the limits or forms of coverage of insurance specified in this paragraph 8 are adequate to cover Tenant's property or obligations under this Lease.

9. DAMAGE OR DESTRUCTION.

9.1 DEFINITIONS.

(a) "Premises Damage" shall mean damage or destruction of the Premises to any extent.

(b) "Premises Building Partial Damage" shall mean damage or destruction of the Building of which the Premises are a part to the extent that the cost to repair is less than fifty percent (50%) of the then Replacement Cost of the Building.

(c) "Premises Building Total Destruction" shall mean damage or destruction of the Building of which the Premises are a part to the extent that the cost to repair is fifty percent (50%) or more of the then Replacement Cost of the Building.

(d) "Office Building Project Total Destruction" shall mean damage or destruction of the buildings in the Office Building Project to the extent that the cost of repair is fifty percent (50%) or more of the then Replacement Cost of all of the buildings in the Office Building Project.

(e) "Insured Loss" shall mean damage or destruction caused by an event required to be covered by the insurance described in paragraph 8. The fact that an insured Loss has a deductible amount shall not make the loss an uninsured loss.

(f) "Replacement Cost" shall mean the amount of money necessary to be spent to repair or rebuild the damaged area to the condition that existed immediately prior to the damage occurring, excluding all improvements made by tenants of the Office Building Project.

9.2 PREMISES DAMAGE; PREMISES BUILDING PARTIAL DAMAGE.

(a) Insured Loss: Subject to the provisions of paragraphs 9.4 and 9.5, if at any time during the term of this Lease there is Insured Loss and that falls into the classification of either Premises Damage or Premises Building Partial Damage and that does not fall into the classification of Premises Building Total Destruction or Office Building Project Total Destruction then Landlord shall, as soon as reasonably possible and to the extent the required materials and labor are readily available through usual commercial channels, at Landlord's expense, repair such damage (but not Tenant's fixtures, equipment or tenant improvements originally paid for by Tenant) to its condition existing at the time of the damage, and this Lease shall continue in full force and effect.

(b) Uninsured Loss: Subject to the provisions of paragraph 9.5, if at any time during the term of this Lease there is damage that is not an Insured Loss and that falls into the classification of Premises Damage or Premises Building Partial Damage, and that does not fall into the classification of Premises Building Total Destruction or Office Building Project Total Destruction, which damage prevents Tenant from making substantial use of the Premises, Landlord may at Landlord's option either (i) repair such damage as soon as reasonably possible at Landlord's expense, in which event this Lease shall continue in full force and effect, or (ii) give written notice to Tenant within thirty (30) days after the date of the occurrence of such damage of Landlord's intention to cancel and terminate this Lease as of the date of the occurrence of such damage, in which event this Lease shall terminate as of the date of the occurrence of such damage.

9.3 PREMISES BUILDING TOTAL DESTRUCTION: OFFICE BUILDING PROJECT TOTAL DESTRUCTION. Subject to the provisions of paragraph 9.5, if at any time during the term of Lease there is damage , whether or not it is an Insured Loss, that falls into the classification of either (i) Premises Building Total Destruction, or (ii) Office Building Project Total Destruction, then Landlord may at Landlord's option either (a) repair such damage or destruction as soon as reasonably possible at Landlord's expense (to the extent the required materials are readily available through usual commercial channels) to its condition existing at the time of the damage, but not Tenant's fixtures, equipment or tenant improvements, and this Lease shall continue in full force and effect, or (b) give written notice to Tenant within thirty (30) days after the date of occurrence of such damage of Landlord's intention to cancel and terminate this Lease, in which case this Lease shall terminate as of the date of the occurrence of such damage.

9.4 INTENTIONALLY OMITTED.

9.5 ABATEMENT OF RENT; TENANT'S REMEDIES.

(a) In the event Landlord repairs or restores the Building or Premises pursuant to the provisions of this paragraph 9, and any part of the Premises are not usable (including loss of use due to loss of access or essential services), the Rent payable hereunder (including Tenant's Share of Operating Expense Increase) for the period during which such damage, repair or restoration continues shall be abated, on a PRO RATA basis upon the extent Tenant is unable to use the Premises, provided, however, if the Broadcast Suite is not fully operable Tenant shall be entitled to an abatement for the entire Broadcast Suite and if at least fifty percent (50%) of any Office Suite floor is not usable. Tenant shall be entitled to an abatement of such entire floor, as applicable, until the repair or restoration is completed or Tenant recommences use of the Premises, whichever occurs first, provided the damage was not the result of the negligence or willful misconduct of Tenant. Except for aid abatement of Rent, if any, Tenant shall have no claim against Landlord for any damage suffered by reason of any such damage, destruction, repair or restoration.

(b) If Landlord shall be obligated to repair or restore the Premises or the Building under the provisions of this paragraph 9 and shall not commence such repair or restoration within ninety (90) days after such occurrence, or if Landlord shall not complete the restoration and repair within six (6) months after such occurrence, Tenant may at Tenant's option cancel and terminate this Lease by giving Landlord written notice of Tenant's election to do so at any time prior to the commencement or completion, respectively, of such repair or restoration. In such event this Lease shall terminate as of the date of such notice.

(c) Tenant agrees to cooperate with Landlord in connection with any such restoration and repair, including but not limited to the approval or execution of plans and specifications if required.

(d) If any time during the term of this Lease there is damage, whether or not it is an Insured Loss, that falls into the classification of either (i) Premises Damage, or (ii) Office Building Project Total Destruction, and Landlord elects to repair such damage, and only in the event that after the expiration of a twelve (12) month period from the date of such loss Landlord has not completed such restoration, then Tenant shall thereafter have the right to terminate this Lease by giving written notice to Landlord at any time prior to completion of such improvements, of Tenant's intention to cancel and terminate this Lease, in which case this Lease shall terminate as of the date of such notice.

9.6 TERMINATION - ADVANCE PAYMENTS. Upon termination of this Lease pursuant

to this paragraph 9, an equitable adjustment shall be made concerning advance Rent and any advance payments made by Tenant to Landlord. Landlord shall, in addition, return to Tenant so much of Tenant's security deposit as has not theretofore been applied by Landlord.

9.7 WAIVER. Landlord and Tenant waive the provisions of any statute relating to termination of leases when leased property is destroyed and agree that such event shall be governed by the terms of this Lease.

10. REAL PROPERTY TAXES.

10.1 PAYMENT OF TAXES. Landlord shall pay the real property tax, as defined in paragraph 4.2, applicable to the Office Building Project subject to reimbursement by Tenant of Tenant's Share of the amount by which such taxes exceed base real estate taxes in accordance with the provisions of paragraph 4.2 except as otherwise provided in paragraph 10.2.

10.2 ADDITIONAL IMPROVEMENTS. Tenant shall not be responsible for paying any increase in real property tax specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Office Building Project by other lessees or by Landlord for the exclusive enjoyment of any other lessee. Tenant shall, however, pay to Landlord at the time that Operating Expenses are payable under paragraph 4.2 the entirety of any increase in real property tax if assessed solely by reason of additional improvements placed upon the Premises by Tenant or at Tenant's request.

10.3 JOINT ASSESSMENT. If the improvements or property, the taxes for which are to be paid separately by Tenant under paragraph 10.2 are not separately assessed, Tenant's portion of that tax shall be equitably determined by Landlord from the respective valuations assigned in the assessor's work sheets or such other information (which may include the cost of construction) as may be reasonably available. Landlord's reasonable determination thereof, in good faith, shall be conclusive.

11. UTILITIES.

11.1 SERVICES PROVIDED BY LANDLORD. Landlord shall provide heating, ventilation, air conditioning, and janitorial service as reasonably required, elevator service, electricity for reasonable and normal lighting and office machines, water for reasonable and normal drinking and lavatory use, replacement light bulbs and/or fluorescent tubes and ballasts for standard overhead fixtures, but the specifications for the HVAC and janitorial services shall at all times be substantially in accordance with the specifications attached hereto as Exhibit F.

11.2 SERVICES EXCLUSIVE TO TENANT. Tenant shall be obligated to separately meter the Broadcast Suite and the antennas located on the roof by Tenant pursuant to the license granted to Tenant in Paragraph 38 of the Lease. Tenant shall be responsible for all electricity costs related to the Broadcast Suite and the rooftop antennas in excess of $25,000 per year. Tenant shall pay for all water, gas, heat, light, power, telephone and other utilities and services specially or exclusively supplied or metered exclusively to the Premises. If any such exclusive services are not separately metered to the Premises. Tenant shall pay a reasonable proportion determined by Landlord of all charges jointly metered with other areas in the Office Building Project.

11.3 HOURS OF SERVICE. The services and utilities provided to the common areas shall be provided during generally accepted business days and hours 8:00 a.m. - 7:00 p.m. Monday - Friday, 9:00 a.m. - 1:00 p.m. Saturday; provided, electricity and HVAC shall be provided twenty-four (24 hours a day, seven (7) days a week to the Premises. Utilities and services required at other times shall be subject to advance request and reimbursement by Tenant to Landlord of the cost thereof. Tenant shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week.

11.4 EXCESS USAGE BY TENANT. Tenant shall not make connection to the utilities except by or through existing outlets and shall not install or use machinery or equipment in or about the Premises that uses abnormal amounts (assuming general office use) of water, lighting or power, or suffer or permit any act that causes an abnormal burden upon the utilities or services, including but not limited to security services, standard office usage for the Office Building Project. Tenant shall reimburse Landlord for any such abnormal expenses or costs that may arise out of a breach of this paragraph 11.4 Tenant. Landlord may, in its sole discretion, install at Tenant's expense supplemental equipment and/or separate metering applicable to Tenant's excess usage or loading. If Tenant consistently uses in excess of objective specifications. Landlord may separately meter, at Tenant's sole cost and expense.]

11.5 INTERRUPTIONS. There shall be no abatement of Rent and Landlord shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Landlord's reasonable control or due to cooperation with governmental request or directions; provided, however, solely in the event of an interruption of service which is within Landlord's reasonable control to fix, and such interruption continues for more than three (3) business days, then Tenant shall thereafter be entitled to a rental abatement, on a PRO RATA basis, for portions of Tenant's Premises wich are not reasonably usable as a result of such interruption, until such interruption ceases. Nothing herein shall in any way limit Tenant's rights and remedies at law or in equity.

12. ASSIGNMENT AND SUBLETTING.

12.1 LANDLORD'S CONSENT REQUIRED. Without Landlord's prior written consent, not to be unreasonably withheld, conditioned or delayed, Tenant shall not sell, assign, mortgage, pledge, hypothecate, encumber or otherwise transfer this Lease or any interest therein (each of which actions is hereafter referred to as a "transfer"), and shall not sublet the Premises or any part thereof.

12.2 TENANT'S APPLICATION. If Tenant desires at any time to transfer this Lease (which transfer shall in no event be for less than its entire interest in this Lease) or to sublet the Premises or any portion thereof. Tenant shall submit to Landlord at least sixty (60) days prior to the proposed effective date of the transfer or sublease ("Proposed Effective Date"), in writing:

(a) A notice of intent to transfer or sublease, setting forth the Proposed Effective Date, which shall be no less than sixty (60) days nor more than ninety (90) days after the sending of such notice;

(b) The name of the proposed transferee or subtenant;

(c) The nature of the proposed transferee's or subtenant's business to be carried on in the Premises;

(d) The terms and provisions of the proposed transfer or sublease;

(e) Such information as Landlord may request concerning the proposed transferee or subtenant, including recent financial statements and bank references; and

(f) Evidence satisfactory to Landlord that the proposed transferee (if the transfer involves a transfer of possession) or subtenant will immediately occupy and thereafter use the affected portion of the Premises for the entire term of the transfer or sublease agreement.

12.3 LANDLORD'S OPTION TO TERMINATE. Landlord shall have the right, to be exercised by giving notice to Tenant within thirty (30) days after receipt of Tenant's above-described notice and such further financial information as may be requested by Landlord together with the fees required under paragraph 12.7, to terminate this Lease and recapture the portion of the Premises described in Tenant's notice, but only for such period, including renewals and extensions, as is set forth in Tenant's Application. If such notice of termination is given by Landlord, it shall serve to cancel and terminate this Lease with respect to such portion of the Premises for the period provided above; provided, however, that such termination shall be subject to the written consent of any mortgagee of Landlord. The effective date of such cancellation shall be as specified in Landlord's notice of termination. If this Lease is canceled pursuant to the foregoing with respect to only a portion of the Premises, the Rent required under this Lease, and including Tenant's Share, shall be adjusted proportionately based on the square footage retained by Tenant and the square footage leased by Tenant hereunder immediately prior to such recapture and cancellation, and Landlord and Tenant shall thereupon execute an amendment of this Lease in accordance therewith. If Landlord so recaptures a portion of the Premises, it shall construct and erect as its sole cost such partitions as may be required to sever the space retained by Tenant from the space recaptured by Landlord. Landlord may, without limitation, lease the recaptured portion of the Premises to the proposed subtenant or transferee without liability to Tenant.

12.4 APPROVAL PROCEDURE. If Landlord approves a transfer or sublease. Tenant shall, prior to the Proposed Effective Date, submit to Landlord an executed original of the transfer or sublease agreement for execution by Landlord on the signature page after the words "the foregoing is hereby consented to." No purported transfer or sublease shall be deemed effective as against Landlord and no proposed transferee or subtenant shall take occupancy unless such document is so executed by Landlord.

12.5 REQUIRED PROVISIONS. Any and all transfer or sublease agreements shall:

(a) Contain such terms as are described in Tenant's notice under Paragraph 12.2 or as otherwise agreed by Landlord;

(b) Prohibit further transfers or subleases without Landlord's consent under this paragraph 12;

(c) Impose the same obligations and conditions on the transferee or subtenant as are imposed on Tenant by this Lease (except as to Rent and term or as otherwise agreed by Landlord);

(d) Be expressly subject and subordinate to each and every provision of this Lease;

(e) Have a term that expires on or before the expiration of the term of this Lease;

(f) Provide that the Tenant and/or transferee or subtenant shall pay Landlord the amount of any additional costs or expenses incurred by Landlord for repairs, maintenance or otherwise as a result of any change in the nature of occupancy caused by the transfer or sublease; and

(g) Contain Tenant's acknowledgment that Tenant remains liable under this lease notwithstanding the transfer or sublease.

12.6 TRANSFER OF SUBLEASE PROFIT. Fifty percent (50%) of any sums or other economic consideration received by Tenant directly or indirectly in connection with any transfer or sublease (except to the extent of commissions paid by Tenant to a licensed real estate broker at prevailing rates and leasehold improvement costs incurred by Tenant) which exceed in the aggregate the sums which Tenant is obligated to pay Landlord hereunder (prorated to reflect obligations allocable to the portion of the Premises transferred or sublet) shall be payable to Landlord as additional Rent under this Lease. Within fifteen (15) days after written request by Landlord. Tenant shall at any time, and from time to time, certify to Landlord the amount of all such sums or other economic consideration received.

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12.7 FEES FOR REVIEW. Tenant shall pay to Landlord or Landlord's designee, as Additional Rent, together with the notice described in Paragraph 12.2, a non refundable fee as reimbursement for expenses incurred by Landlord in connection with reviewing each such transaction(including any administrative expenses for Landlord's property manger), in the amount of Three Hundred Dollars ($300.00). In addition to such reimbursement, if Landlord retains the services of an attorney to review the transaction. Tenant shall pay to Landlord all attorneys' fees incurred by Landlord in connection therewith, not to exceed $2,000.00. Tenant shall pay such attorney's fees to Landlord within thirty (30) days after written request.

12.8 NO RELEASE OF TENANT. No consent by Landlord to any transfer or subletting by Tenant shall relieve Tenant of any obligation to be performed by Tenant under this Lease, whether occurring before or after such consent, transfer or subletting. Landlord's consent to any transfer or subletting shall not relieve Tenant from the obligation to obtain Landlord's express prior written consent to any other transfer or subletting. The acceptance by Landlord of payment from any other person shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any subsequent transfer or sublease, or be a release of Tenant from any obligation under this Lease.

12.9 ASSUMPTION OF OBLIGATIONS. Each transferee of this Lease shall assume all obligations of Tenant under this Lease and shall be and remain liable jointly and severally with Tenant for the payment of the Rent and the performance of all the terms, covenants, conditions, and agreements herein contained on Tenant's part to be performed for the term of this Lease. No transfer shall be binding on Landlord unless the transferee or Tenant delivers to Landlord a counterpart of the instrument of transfer which contains a covenant of assumption by the transferee satisfactory in substance and form to Landlord, consistent with the above requirements . The failure or refusal of the transferee to execute such instrument of assumption shall not release or discharge the transferee from its liability to Landlord hereunder. Landlord shall have no obligation whatsoever to perform any duty to or respond to any request from any subtenant, it being the obligation of Tenant to administer the terms of its sublease.

12.10 DEEMED TRANSFERS. If the Tenant is a nonpublicly traded corporation, or is an unincorporated association or partnership, the transfer, assignment or hypothecation, whether effected voluntarily, of by operation of law, of any stock or interest in such corporation, association or partnership in the aggregate in excess of fifty percent (50%) shall be deemed to be a transfer of this Lease and shall be subject to the provisions of this paragraph 12.

12.11 ASSIGNMENT BY OPERATION OF LAW. No interest of Tenant in this Lease shall be assignable by operation of law.

12.12 ASSIGNMENT OF SUBLEASE RENTS. Tenant immediately and irrevocably assigns to Landlord, as security for Tenant's obligations under this Lease, all rent from any subletting of all or any part of the Premises, and Landlord, as assignee and as attorney-in-fact for Tenant for purposes hereof, or a receiver for Tenant appointed on Landlord's application, may collect such rents and apply same toward Tenant's obligations under this Lease, except that, until the occurrence of an act of default by Tenant (after the expiration of any applicable notice and cure). Tenant shall have the right and license to collect such rents.

13. DEFAULT; REMEDIES.

13.1 DEFAULT. The occurrence of any one or more of the following events shall constitute a material default of this Lease by Tenant:

(a) Intentionally Omitted.

(b) The failure by Tenant to pay Rent or make any other payment required to be made by Tenant hereunder, as and when due, which failure shall continue for five (5) days after written notice of such non-payment is sent to Tenant (provided, however, Landlord shall only be obligated to send one notice of non-payment within any twelve-month period, and only three (3) notices during the Term, with any non-payment thereafter being deemed an automatic Default without further notice or cure rights required by this Lease).

(c) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant other than those referenced in subparagraphs 13.1 (a) and (b) where such failure shall continue for a period of fifteen (15) days after written notice thereof from Landlord to Tenant, provided, however, that if the nature of Tenant's noncompliance is such that more than fifteen (15) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said fifteen (15) days and thereafter diligently pursues such cure to completion, but in no event more than sixty (60) days after such original notice. To the extent permitted by law, such fifteen (15) day notice shall constitute the sole notice required to be given to Tenant under any applicable summary eviction statute.

(d) (i) The making by Tenant of any arrangement or assignment for the benefit of creditors; (ii) Tenant becoming a "debtor" as defined in the Bankruptcy Code or any successor statute, (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days, all of which are hereby deemed to be non-curable defaults without the necessity of any notice by Landlord to Tenant thereof.

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(e) The existence of materially false information in any financial statement given to Landlord by Tenant or its successor in interest, all of which are hereby deemed to be non-durable defaults without the necessity of any notice by Landlord to Tenant thereof.

(f) The default by Tenant under any other lease with Landlord.

13.2 REMEDIES. In the event of any material default of this Lease by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default:

(i) No act by Landlord (including without limitation the acts set forth in the succeeding sentence) shall be deemed to be a release of Tenant or a waiver of Tenant's obligation to pay rent or to be an acceptance of abandonment of the Premises, unless clearly and affirmatively stated in writing. As long as Landlord does not in writing release Tenant, waive Tenant's obligation to pay rent, or accept abandonment of the Premises, Landlord may (1) continued this Lease in effect, (b) continue to collect Rental when due and enforce all the other provisions of this Lease, (c) enter the Premises and relet them, or any part of them, to third parties for Tenant's account, for a period shorter or longer than the remaining term of this Lease, and (d) have a receiver appointed to collect rental and conduct Tenant's business. Tenant shall immediately pay to Landlord all costs Landlord incurs in such reletting, including , without limitation, brokers' commissions, attorneys' fees, advertising costs and expenses of remodeling the Premises for such reletting.

(ii) If Landlord elects to relet all or any portion of the Premises as permitted above, rent that Landlord receives from such reletting shall be applied to the payment of, in the following order and priority, (a) any indebtedness from Tenant to Landlord other than Rent due from Tenant, (b) all costs incurred by Landlord in such reletting, to the extent outstanding after application of any payment pursuant to 13.2(i) above, and (c) Rent due and unpaid under this Lease. After applying such payments as referred to above, any sum remaining from the rent Landlord receives from such reletting shall be held by Landlord and applied in payment of future Base Rent or other items of additional rent as becomes due under this lease. In no event shall Tenant be entitled to any excess rent received by Landlord.

(iii) If the rental agreed to be paid under this Lease, including, without limitation, all other sums of money which under the provisions of this Lease may be considered as additional rent, shall be in arrears in whole or in part, Landlord, after five (5) days' notice and an opportunity to cure may destrain therefore, but only by judicial process. If Tenant shall violate any covenant, including without limitation the covenant to pay rental, made by it in this Lease and shall fail to comply with such covenant within any notice period provided for in this Lease, then Landlord may, at its option, but only by judicial process, re-enter the Premises or notify Tenant in writing and thereby declare this Lease and the tenancy hereby created terminated. Notwithstanding any such termination, Landlord shall be entitled to the benefit of all provisions of law respecting the speedy recovery of lands and tenements held over by tenants or proceedings in forcible entry and detainer. Tenant further agrees that, notwithstanding such re-entry, Tenant shall remain liable for any rent or damages which may be due or sustained prior thereto, and Tenant shall further be liable, at the option and sole discretion of Landlord, for sums of money as liquidated damages for the breach of any covenant to be calculated one of the following three methods which may be designated by Landlord, in Landlord's sole, absolute and non-reviewable discretion, in or after such notice of termination: (a) Tenant shall pay to Landlord the amount which, at the time of such termination, is equal to the installments of Rent and the aggregate of all sums payable hereunder as additional rental (for such purpose the annual amount of such additional rental to be equal to the amount thereof paid in the Lease Year or annualized portion thereof immediately preceding such default) reserved hereunder, for the period which would otherwise have constituted the unexpired portion of the then current term of this Lease, discounting all such amounts to present worth at a discount rate equal to the Wall Street Journal Prime Rate; (b) Tenant shall pay to Landlord the difference between (i) the rent and additional rent reserved under this Lease for the balance of the Term and (ii) the fair rental value of the Premises for the balance of the Term, to be reasonably determined by Landlord as of the date of reentry (the initial rental rate set forth in any new lease executed by Landlord shall be conclusive as to the "fair rental value"); or (c) Tenant shall pay the amount of the rent and additional rent reserved under this Lease at the times herein stipulated for payment of such rent and additional rent for the balance of the Term, less any amount received by Landlord during such period from others to whom the Premises may be rented on such terms and conditions and at such rental as Landlord shall be permitted to recover damages in accordance with Subsection (iii)(c) for the amount of rent due from Tenant to Landlord from the date of default until the date of the filing of any lawsuit by Landlord for the recovery of rent and additional rent, and the Landlord shall also be permitted to recover all other sums due thereafter in the same lawsuit pursuant to the terms of Subsection (iii)(a) hereof. By way of example, if Tenant shall have abandoned the Premises on January 1, and Landlord files suit for unpaid rent and additional rent on June 1 of the same year, then, although the Lease does not terminate until December 31 of the same year, the Landlord shall be permitted to recover all rent and additional rent due for the period January-June pursuant to Subsection(iii)(c) hereof, and, in the same lawsuit, to recover all rent and additional rent due for the period July-December pursuant to the terms of Subsection (iii)(a) hereof.

(iv) Tenant further agrees that if it shall default in the performance of any covenant on its part to be performed under this Lease, and if, in connection with Landlord's enforcement of its rights or remedies, Landlord shall incur fees and expenses for services rendered (including without limitation reasonable attorney's fees and brokerage commissions), then such fees and expenses shall be immediately reimbursed by Tenant on demand as additional rent, collectible in any summary ejectment action or in any other proceeding whereby

Landlord is entitled to collect additional rent from Tenant. Notwithstanding the foregoing, if Landlord shall file any legal action for the collection of rent or any eviction proceeding for the non-payment of rent, and Tenant shall make payment of such sum due and payable prior to the rendering of any judgment, then Landlord shall be entitled to collect and Tenant shall be

obligated to pay all court filing fees, service fees, related costs and the reasonable fees of Landlord's attorneys. Such fees and costs shall be collectible by Landlord as additional rent.

(v) Landlord, at any time after Tenant commits a default or breach under this Lease, may after any applicable notice and cure as provided above, cure such default or breach at Tenant's sole costs. If Landlord at any time, by reason of Tenant's default or breach, pays any sum or does any act that requires the payment of any sum, such sum shall be due immediately from Tenant to Landlord at the time such sum is paid, and shall be deemed additional rent under this Lease.

13.3 DEFAULT BY LANDLORD. In the event Landlord fails to cure (or promptly commence and diligently pursue the cure of) any breach or failure by Landlord to comply with any of Landlord's obligations under this Lease within a reasonable period (not to exceed thirty (30) days from receipt of written notice from Tenant unless such performance shall require a longer period, in which case Landlord shall not be deemed in default if Landlord commences such cure and diligently pursues such cure to completion (not to exceed sixty (60) days) after Tenant furnishes Landlord and Landlord's mortgagee with written notice of such failure, then Tenant shall have the right to pursue all remedies available to Tenant at law and in equity, together with reasonable attorneys' fees and costs of collection if Tenant is successful in such action.

13.4 LATE CHARGES. If any installment of Base Rent or any other sum due from Tenant shall not be received by Landlord or Landlord's designee within five (5) days of when due, then Tenant shall pay to Landlord a late charge equal to five percent (5%) of such overdue amount. Tenant shall pay Landlord the late charge within ten (10) days of notice by Landlord. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reasons of late payments by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

13.5 INTEREST ON PAST-DUE OBLIGATIONS. Any amount not paid by Tenant to Landlord when due shall bear interest from that date due at the rate of the prime rate as charged by NationsBank plus two percent (2%), except that interest shall not be payable on any late charge and interest on any amount upon which a late charge is payable shall not commence to accrue until thirty (30) days after the date due. Payment of interest shall not excuse or cure any default by Tenant.

14. CONDEMNATION. If the Premises or any portion thereof or the Office Building Project are taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called "condemnation"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs, provided that if so much of the Premises or the Office Building Project is taken by such condemnation as would substantially and adversely affect the operation and profitability of Tenant's business conducted from the Premises, in Landlord's reasonable opinion. Tenant shall have the option, to be exercised only in writing within thirty (30) days after the condemning authority shall have taken possession, to terminate this Lease as of the date the condemning authority takes such possession. If Tenant does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Rent and Tenant's Share of Real Estate Tax Escalation shall be reduced in the proportion that the floor area of the Premises taken bears to the total floor area of the Premises. Common Areas taken shall be excluded from the Common Areas usable by Tenant and no reduction of Rent shall occur with respect thereto or by reason thereof. In the event more than fifty percent (50%) of the Building is condemned, Landlord shall have the option in its sole discretion to terminate this Lease as of the taking of possession by the condemning authority, by giving written notice to Tenant of such election within thirty (30) days after receipt of notice of a taking by condemnation of any part of the Premises or the Office Building Project. Any award for the taking of all or any part of the Premises or the Office Building Project under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of the fee, or as severance damages; provided, however, that Tenant shall be entitled to any separate award for loss of or damage to Tenant's trade fixtures, removable personal property and unamortized tenant improvements that have been paid for by Tenant. For that purpose, the cost of such improvements shall be amortized over the original term of the lease excluding any options. In the event that this Lease is not terminated by reason of such condemnation, Landlord shall, to the extent of severance damages received by Landlord in connection with such condemnation, repair any damage to the Premises caused by such condemnation except to the extent that Tenant has been reimbursed therefor by the condemning authority. Tenant shall pay any amount in excess of such severance damages required to complete such repair.

15. BROKER'S FEE. Tenant and Landlord each represent and warrant to the other that neither has had any dealing with any person, firm, broker or finder (other than the person(s), if any, whose name is set forth in paragraph 1.13) in connection with the negotiation of this Lease or the consummation of the transaction contemplated hereby, and no other broker or other person, firm or entity is entitled to any commission or finder's fee in connection with said transaction and Tenant and Landlord do each hereby indemnify and hold the other harmless from and against any costs, expenses, attorneys' fees or liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying party.

16. ESTOPPEL CERTIFICATES.

(a) Each party (as "responding party") shall at any time upon not less

than ten (10) days prior written notice from the other party ("requesting party") execute, acknowledge and deliver to the requesting party a statement in writing (i) certifying that this Lease is unmodified and in full force and effect, (or, if modified, stating the nature of such modification and certifying that this Lease,

as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to the responding party's knowledge, any uncured defaults on the part of the requesting party, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Office Building Project or of the business of Tenant.

(b) At the requesting party's option, the responding party's failure to deliver such statement within such time shall be a material default of this Lease, without any further notice to such party, or after second notice and failure to respond within three (3) business days, it shall be conclusive upon such party that (i) this Lease is in full force and effect, without modification except as may be represented by the requesting party, (ii) there are no uncured defaults in the requesting party's performance, and (iii) if Landlord is the requesting party, not more than one month's rent has been paid in advance.

(c) If Landlord desires to finance, refinance or sell the Office Building Project, or any part thereof, Tenant hereby agrees to deliver to any lender or purchaser designated by Landlord such financial statements of Tenant as may be reasonably required by such lender or purchaser. Such statements shall include the past three (3) years' financial statements of Tenant. All such financial statements shall be received by Landlord and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. LANDLORD'S LIABILITY. The term "Landlord" as used herein shall mean only the owner or owners, at the time in question, of the fee title or the leasehold interest under a ground lease of the Office Building Project. In the event of any transfer of such title or interest. Landlord herein named (and in case of any subsequent transfers then the grantor) shall be relieved from and after the date of such transfer of all liability as respects Landlord's obligations thereafter to be performed, provided that any funds in the hands of Landlord or the then grantor at the time of such transfer, in which Tenant has an interest, shall be delivered to the grantee, and so long as such transferee assumes in writing such obligation. The obligations contained in this Lease to be performed by Landlord shall be binding on Landlord's successors and assigns, only to the extent accruing during their respective periods of ownership. It is understood and agreed that the liability of Landlord hereunder shall be limited solely to the assets and property of the Building or Office Building Project; then no general or limited partner or stockholder of Landlord shall be personally liable with respect to any claim arising out of or related to this Lease; and that a deficit capital account of a partner of Landlord shall not be deemed an asset or property of the Building or Office Building Project.

18. SEVERABILITY. The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

19. FORCE MAJEURE. Any obligation of Landlord which is delayed or not performed due to an act of God, strike, riot, shortage of labor or materials, war (whether declared or undeclared), laws, governmental regulations or restrictions or any other governmental action or inaction, or any other cause of any kind whatsoever which is beyond Landlord's reasonable control, shall not constitute a default hereunder and shall be performed within a reasonable time after the end of the cause for delay or non-performance. Any obligation of Tenant which is delayed or not performed (other than the obligation to pay Rent which shall not be covered by this provision) due to an act of God, strike, riot, shortage of labor or materials, war (whether declared or undeclared), laws, governmental regulations or restrictions or any other governmental action or inaction, or any other cause of any kind whatsoever which is beyond Tenant's reasonable control, shall not constitute a default hereunder and shall be performed within a reasonable time after the end of the cause for delay or non-performance.

20. TIME IS OF ESSENCE. Time is of the essence with respect to the obligations to be performed under this Lease.

21. NOT APPLICABLE.

22. INCORPORATION OF PRIOR AGREEMENT: AMENDMENTS. This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior or contemporaneous agreement or understanding pertaining to any such matter shall be effective . This Lease may be modified in writing only, signed by the parties in interest at the time of the modification. Except as otherwise stated in this Lease, Tenant hereby acknowledges that neither the Listing Broker nor the Cooperating Broker, if any, designated in paragraphs 1.13 and 1.14 nor the Landlord or any employee or agent of any of said persons has made any oral or written warranties or representations to Tenant relative to the condition or use by Tenant of the Premises or the Office Building Project and Tenant acknowledges that Tenant assumes all responsibility regarding any of the following , as such applies to the Premises (but does not take responsibility to the extent work may be required outside the Premises): the Occupational Safety Health Act, the Americans with Disabilities Act, the legal use and adaptability of the Premises and the compliance thereof with all applicable laws and regulations in effect during the term of this Lease.

23. NOTICES. Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery or by certified or registered mail (provided that notice of exercise of any option must in all events be given by certified or registered mail) addressed to a party at the address herein or such other address for notice purposes as may be later specified by notice to the other party, except that upon Tenant's taking possession of the Premises, the Premises shall constitute Tenant's address for notice purposes. Mailed notices shall be deemed given upon actual receipt at the address required, or forty-eight hours following deposit in the mail, postage prepaid, whichever first occurs unless otherwise specifically provided in this Lease. A copy of all notices required or permitted to be given to Landlord hereunder shall be concurrently transmitted to such other party or parties at

such addresses as Landlord may from to time hereafter designate by notice to Tenant.

Notice addresses are as follows:

LANDLORD: National Life Insurance Company, a Vermont Corporation
c/o Koll Investment Management
1101 17th Street, N.W. Suite 610
Washington, D.C. 20036
Attention: Barbara E. Gloeckner

Prior to Rent Commencement Date:

TENANT: Radio One, Inc.
4001 Nebraska Avenue, N.W.
Washington, D.C. 20016
Attention: Alfred Liggins, President

With a copy to : Jerry Moore, III, Esq.
Arter & Hadden
1801 K Street, N.W. Suite 400K
Washington, D.C. 20006-1301

After Rent Commencement Date:

TENANT: Radio One, Inc.
5900 Princess Garden Parkway
Suite 800
Lanham, Maryland
Attention: Alfred Liggins, President

With a copy to : Jerry Moore, III, Esq.
Arter & Hadden
1801 K Street, N.W. Suite 400K
Washington, D.C. 20006-1301

24. WAIVERS. No waiver by Landlord of any provision hereof shall be deemed a waiver of any other provision or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act by Tenant. The acceptance of rent by Landlord shall not be a waiver of any preceding breach of this Lease by Tenant, other than Tenant's failure to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

25. HOLDING OVER. If Tenant, with Landlord's consent, remains in possession of all or any part of the Premises after the expiration of the term of this Lease, such occupancy shall be a tenancy from month-to-month upon all of the provisions of this Lease pertaining to the obligations of Tenant, except that the Base Rent payable shall be one hundred fifty percent (150%) of the Base Rent payable immediately preceding the expiration of the term.

26. CUMULATIVE REMEDIES. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

27. COVENANTS AND CONDITIONS. Each provision of this Lease to be performed by Tenant shall be deemed both a covenant and a condition.

28. BINDING EFFECT; CHOICE OF LAW. Subject to any provisions hereof restricting assignment or subletting by Tenant and subject to the provisions of paragraph 17, this Lease shall bind the parties, their personal representatives, successors and assigns. This Lease shall be governed by the laws of the State of Maryland, excluding principles of conflicts of law, and nay litigation concerning this Lease between the parties hereto shall be initiated in the county in which the Office Building Project is located.

29. SUBORDINATION AND ATTORNMENT.

(a) Landlord represents that there are no existing mortgages on the Property. This Lease shall be subordinate to any mortgages or deeds of trust which may hereafter be placed upon the Building or Project and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements, and extensions thereof. This Section shall be self-operative and no further instrument or subordination shall be required. Tenant agrees that at any time and from time to time, within five (5) days after written request of Landlord, Tenant shall promptly execute, acknowledge and deliver to Landlord any written statement confirming such subordination reasonably required by Landlord or any of its lenders. As a condition of such subordination, Tenant shall obtain a commercially reasonable form of non-disturbance agreement from any such lenders. In the event of any mortgagee

or trustee electing to have this Lease be a prior lien to its mortgage or deed of trust, then and in such an event, upon such mortgagee or trustee notifying Tenant to that effect, this Lease shall be deemed prior in lien to the said mortgage or trust deed, whether or not this Lease is dated prior to or subsequent to the date of said mortgage or deed of trust.

(b) If Landlord assigns this Lease of the rents hereunder to a creditor as security for a debt. Tenant shall, after notice of such assignment and upon demand by Landlord or the assignee, pay all sums thereafter becoming due Landlord hereunder both jointly to Landlord and such assignee. Tenant shall also, upon receipt of such notice, have all policies of insurance required hereunder endorsed so as to protect the assignee's interest as it may appear and shall deliver such policies, or certificates thereof, to the assignee. In the event the Premises are sold at any foreclosure sale or sales by virtue of any judicial proceedings or otherwise, this Lease shall continue in full force and effect and Tenant agrees, upon request, to attorn to and acknowledge the foreclosure purchaser or purchasers at such sale as the Landlord hereunder. As a condition to Tenant's agreement to attorn as set forth herein, Tenant shall obtain a commercially reasonable form of non-disturbance agreement on behalf of Tenant from Landlord's mortgagee.

30. ATTORNEYS' FEES. If either party brings any lawsuit to enforce or declare rights under this Lease, the prevailing party in the action, including any appeal, shall be entitled to reasonable attorneys' fees paid by the losing party as fixed by the court in the same or a separate proceeding, whether or not such action is pursued to decision or judgement. The attorneys' fee award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred in good faith. Any attorney's fees due Landlord by Tenant shall be Additional Rent.

31. LANDLORD'S ACCESS

31.1 Landlord and Landlord's agents shall have the right to enter the Premises at reasonable times upon twenty-four (24) hours prior notice by telephone (except in an emergency where a shorter period of time shall be permitted) for the purpose of inspecting the same, performing any services required of Landlord, showing the same to prospective purchasers, lenders, or lessees, taking such measures, erecting such scaffolding or other necessary structures, making such alterations, repairs, improvements or additions to the Premises or to the Office Building Project as Landlord may reasonably deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Tenant's use of the Premises. Landlord shall make reasonable efforts to minimize disruption to Tenant's use of the Premises, and Landlord shall restore the Premises to the existing condition prior to such access. Landlord may at any time place on or about the Building or the Office Building Project "For Sale" signs and Landlord may at any time during the last 120 days of the term place on or about the Premises "For Lease" signs.

31.2 All activities of Landlord pursuant to paragraph 31 shall be without abatement of Rent and Landlord shall not have any liability to Tenant for the same, other than as provided in Section 9.5(a) or paragraph 11.5.

31.3. Landlord shall have the right to retain keys to the Premises and to unlock all doors in or upon the Premises other than files, vaults and safes, and in the case of emergency to enter the Premises by any reasonably appropriate means, and any such entry shall not be deemed a forcible or unlawful entry or detainer of the Premises or an eviction. Tenant waives any charges for damages or injuries or interference with Tenant's property or business in connection therewith.

32. AUCTIONS, OTHER SALES AND CESSATION OF BUSINESS. Tenant shall not conduct, nor permit to be conducted, either voluntarily or involuntarily, any auction upon the Premises or the Common Areas without Landlord's prior written consent which shall be given at Landlord's sole discretion and judgment. Notwithstanding anything to the contrary in this Lease, Landlord shall not be obligated to exercise any standard of reasonableness in determining whether to grant such consent. Tenant shall not make a bulk sale of its goods or move, or attempt to or threaten to move its goods and equipment out of the Premises (other than in the ordinary course of business) or cease to conduct business from the Premises.

33. SIGNS. Tenant shall not place any sign upon the Premises or the Office Building Project without Landlord's prior written consent which shall be given in the Landlord's sole discretion and judgment. For this purpose, but subject to the rights of RCI as an existing Tenant, if any, Landlord hereby approves the signage rights (including design, size, location, materials, etc.) described on Exhibit G attached hereto (or to be attached hereto and submitted by Tenant and signed by Landlord). Under no circumstances shall Tenant place a sign on any roof of the Office Building Project, other than with Landlord's prior written approval, and subject to the rights of existing tenants. Tenant shall be responsible for obtaining all necessary approvals for any permitted sign, at Tenant's sole cost and expense. If any sign is displayed without Landlord's prior consent, Landlord shall have the right to remove such sign or item at Tenant's expense, or require Tenant to do same. Landlord hereby agrees not to (a) grant any signage rights for tenant signs to be located on the exterior of the Building after the date hereof, or (b) name the Building, without the consent of Tenant, which consent shall not be unreasonably withheld, conditioned or delayed.

34. MERGER. The voluntary or other surrender or mutual cancellation or termination by Landlord of this Lease shall not work a merger, but shall, at the option of Landlord, terminate all or any subtenancies or may , at the option of Landlord, operate as an assignment to Landlord of any or all subtenancies.

35. CONSENTS. Except for paragraphs 7.3 (Alterations and Additions), 12 (Assignment and Subletting) as it relates to any mortgage, pledge, hypothecation or encumbrance of this Lease or any interest therein, 32 (Auctions, Other Sales

and Cessation of Business) 33 (Signs), and 48 (Hazardous Material) as it relates to causing or permitting any Hazardous Material to be brought upon.

kept or used in or about the Premises, wherever in this Lease the consent of one party is required to an act of the other party such consent shall not be unreasonably withheld or delayed.

36. GUARANTOR. In the event that there is a guarantor of this Lease, the guarantor shall have the same obligations as Tenant under this Lease.

37. QUIET POSSESSION. Upon Tenant paying the rent for the Premises and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder. Tenant shall have quiet possession of the Premises for the entire term subject to all the provisions of this Lease.

38. LICENSE FOR ANTENNA. (a) Subject to the rights of other tenants in the Building as of the date of this Lease and to the satisfaction of all the conditions in this Section 38, provided Tenant is not in default hereunder after applicable notice and cure, Tenant shall have the revocable license to install in any area reasonably designated by Landlord on the roof of the Building a satellite dish antenna, together with the cables extending form such antenna to the Premises, without rental or charge, provided however, all attennas located on the roof by Tenant shall be separately metered at Tenant's expense, and Tenant shall be responsible for such portion of utility costs related thereto, if any as may be required by Paragraph 11.2 hereof. Tenant shall not be entitled to install such an antenna (I) which is greater than one (1) meter in diameter, (ii) which is more than five (5) feet in height, (iii) if such installation would adversely affect (or in a manner that would adversely affect) any warranty with respect to the roof, (iv)(A) if such installation would adversely affect (or in a manner that would adversely affect) the structure or any of the building systems of the Building in which the Premises is located, or (B) without Landlord's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed), if such installation would require (or in a manner that would require) any structural alteration to the Building, (v) if such installation would violate (or in a manner that would violate) any applicable federal, state or local law, rule or regulation, (vi) unless Tenant has obtained at Tenant's expense and has submitted to Landlord copies of all permits and approvals relating to such antenna and such installation,(vii) unless such antenna is white or of a beige or lighter color and is screened in accordance with Landlord's reasonable specifications, (viii) unless such antenna is installed, at Tenant's sole cost and expense, by a qualified contractor chosen by Tenant and approved in advance by Landlord, which approvals shall not be unreasonably withheld, conditioned or delayed, and (ix) unless Tenant obtains Landlord's prior consent (not to be unreasonably withheld, conditioned or delayed) to the location of the antenna and to the manner in which such installation work is to be done. All plans and specifications concerning such installation (including any structural alterations required for such installation) shall be subject to Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. In addition, Landlord shall engage, at Tenant's sole but reasonable cost and expense, a structural engineer to review Tenant's plans and specifications, and if requested by Landlord, Tenant's construction. Tenant shall provide Landlord a copy of the As-Built drawings for the antenna within five (5) days of the installation of the antenna by Tenant in accordance with this Section. Tenant shall not interfere with or otherwise disturb any existing antenna, satellite dish or other communications device located on the roof of the Building, and Landlord shall include and use commercially reasonable efforts to enforce a similar provision in all future antenna leases.

(b) Tenant shall not have access to any such antenna without Landlord's prior written consent (except in an emergency), which consent shall be granted to the extent necessary for Tenant to perform its maintenance obligations hereunder and only if Tenant is accompanied by Landlord's representative (if Landlord so requests).

(c) At all times during the Term. Tenant shall maintain said antenna in good condition and in a manner that avoids interference with or disruption to Landlord and other tenants of the Building. At the expiration or earlier termination of the Term (or if Tenant discontinues use of such antenna), Tenant shall remove such antenna and related equipment from the Building.

(d) Upon ten (10) days' prior written notice to Tenant, Landlord shall have the right to require Tenant to relocate the antenna to another location on the roof reasonably acceptable to Tenant, if in Landlord's opinion such relocation is necessary or desirable. Any such relocation shall be performed by Tenant at Landlord's expense, and in accordance with all of the requirements of this Paragraph. Nothing in this Paragraph shall be construed as granting Tenant any line of sight easement with respect to such satellite dish antenna; provided, however, that if Landlord requires that such antenna be relocated in accordance with the preceding two (2) sentences, then Landlord shall use reasonable efforts to provide either (a) the same line of sight for such antenna as was available prior to such relocation, or (b) a line of sight for such antenna which is functionally equivalent to that available prior to such relocation.

(e) In granting Tenant the right hereunder, Landlord makes no representation as to the legality of such antenna or its installation. If any federal, state, county, regulatory or other authority request the removal of or relocation of such antenna, Tenant shall remove or relocate such antenna at Tenant's sole cost and expense, and Landlord shall under no circumstances be liable to Tenant therefor.

(f) Tenant shall be responsible for and Tenant shall indemnify and hold Landlord harmless from and against, all costs, damages, claims, liabilities and expenses (including reasonable attorneys' fees) suffered by or claimed against Landlord, directly or indirectly, based on, arising out of or resulting from any act or omission with respect to the installation, use, operation, maintenance,

repair or disassembly of such antenna and related equipment, including, without limitation, any damage that is caused to the roof, except to the extent caused by the gross negligence or willing misconduct of Landlord, agents, employees or contractors.

(g) Tenant shall have no right to transfer, assign, mortgage, encumber or otherwise alienate or rent any such antenna and/or equipment appurtenant thereto, and such rights granted in this Section 38 shall be personal to Tenant.

(h) Tenant acknowledges that Landlord may, without any liability to Tenant, at any time allow other tenants of the Building or other persons the right to use the roof for any purpose, subject to non-interference covenants set forth herein.

(i) Landlord hereby agrees that Landlord shall not revoke the license provided herein, except upon termination of this Lease or upon default of Tenant's obligations under this Section 38.

39. SECURITY MEASURES-LANDLORD'S RESERVATIONS.

39.1 Tenant hereby acknowledges that Landlord shall have no obligation whatsoever to provide guard service or other security measure for the benefit of the Premises or the Office Building Project, other than the existing electronic security system, maintained in good working order, and replaced as necessary. Tenant assumes all responsibility for the protection of Tenant and its agents and invitees and the property of Tenant and its agents and invitees from acts of third parties. Nothing herein contained shall prevent Landlord, at Landlord's sole option, from providing security protection for the Office Building Project or any part thereof.

39.2 LANDLORD SHALL HAVE THE FOLLOWING RIGHTS:

(a) To change the name, address or title of the Office Building Project or the Building upon not less than 90 days prior written notice;

(b) To, at Tenant's expense, provide and install Building standard graphics (i.e., name of Tenant only) on the door of the Premises and such portions of the Common Areas as Landlord shall reasonably deem appropriate;

(c) To grant any lessee of the Office Building Project the exclusive right to conduct any business as long as such exclusive right does not conflict with any rights expressly given herein:

(d) To place such signs, notices or displays as Landlord reasonably deems necessary or advisable upon the roof and exterior of the Office Building Project or on pole signs in the Common Areas.

39.3 TENANT SHALL NOT: Suffer or permit anyone, except in emergency, to go upon the roof of the Building, other than pursuant to Section 38(a).

40. EASEMENTS.

40.1 Landlord reserves the right, from time to time, to grant easements and rights, make dedications, agree to restrictions and record maps affecting the Office Building Project as Landlord may deem necessary or desirable, so long as such easements, rights, dedications, restrictions and maps do not unreasonably interfere with the use of the Premises by Tenant. Tenant shall sign any of the aforementioned documents upon request of Landlord and failure to do so shall constitute a material default of this Lease by Tenant without the need for further notice to Tenant.

40.2 Landlord shall not erect another building which will obstruct the view from the seventh and eighth Floors of the Premises. The obstruction of Tenant's view, air, or light by any structure erected in the vicinity of the Building by third parties not affiliated with Landlord, shall in no way affect this Lease or impose any liability upon Landlord.

41. PERFORMANCE. If at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other under the provisions hereof, the party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment, and there shall survive the right on the part of said party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said party to pay such sum or any part thereof, said party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Lease.

42. AUTHORITY. If Tenant is a corporation, trust, or general or limited partnership, Tenant, and each individual executing this Lease on behalf of such entity represent and warrant that such individual is duly authorized to execute and deliver this Lease on behalf of said entity. Landlord, and each individual executing this Lease on behalf of such entity, represent and warrant that such individual is duly authorized to execute and deliver this Lease on behalf of said entity.

43. CONFLICT. Any conflict between the printed provisions, Exhibits or Addenda of this Lease and the typewritten or handwritten provisions, if any, shall be controlled by the typewritten or handwritten provisions.

44. NO OFFER. Preparation of this Lease by Landlord or Landlord's agent and submission of same to Tenant shall not be deemed an offer to Tenant to lease. This Lease shall become binding upon Landlord and Tenant only when fully executed by both parties.

45. MISCELLANEOUS. (a) Landlord shall provide Tenant and its agents reasonable access to the office Building Project for the purpose of preparing an ALTA survey, at Tenant's sole cost and expense.

(b) If Landlord enters into any lease for space on the second floor of the Building, such lease shall (I) provide that the tenant therein may only use such space for general office purposes and (ii) shall provide such space is to be carpeted with building grade carpeting, except for such areas as kitchens, bathrooms and pantries, which are not ordinarily carpeted. Landlord shall use reasonably commercial efforts to enforce such restrictions and requirements.

46. MULTIPLE PARTIES. If more than one person or entity is named as either Landlord or Tenant herein, except as otherwise expressly provided herein, the obligations of the Landlord or Tenant herein shall be the joint and several responsibility of all persons or entities named herein as such Landlord or Tenant, respectively.

47. APPLICABLE LAW; WAIVER OF JURY TRIAL.

(a) The covenants, conditions and provisions of this Lease shall be construed under the laws of the State of Maryland. If any provisions of this Lease should be held invalid or unenforceable, the validity and enforceability of the remaining provisions of this lease shall not be affected thereby.

(b) THE LANDLORD AND THE TENANT WAIVE ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, COUNTERCLAIM, OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS LEASE. THIS WAIVER APPLIES TO ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS AND PROCEEDINGS, INCLUDING PARTIES WHO ARE NOT PARTIES TO THIS LEASE. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY THE TENANT AND THE TENANT ACKNOWLEDGES THAT NEITHER THE LANDLORD, NOR ANY PERSON ACTING ON BEHALF OF THE LANDLORD, HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. THE TENANT FURTHER ACKNOWLEDGES THAT IT HAS BEEN REPRESENTED (OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING OF THIS LEASE AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF ITS OWN FREE WILL, IN THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL. THE TENANT FURTHER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE MEANING AND RAMIFICATIONS OF THIS WAIVER PROVISION AND AS EVIDENCE OF THIS FACT SIGNS ITS INITIALS.

Initials of Tenant

48. HAZARDOUS MATERIAL. Tenant shall not cause or permit any Hazardous Material (as hereinafter defined) to be brought upon, kept or used in or about the Premises by Tenant, its agents, employees, contractors or invitees (other than customary office products in customary amounts for office use in compliance with all laws) without the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole discretion. For the purpose of this Lease, "Hazardous Material" shall include oil, flammable explosives, asbestos, urea formaldehyde, radioactive materials or waste, or other hazardous, toxic, contaminated or polluting materials, substances or wastes, including, without limitation, any "hazardous substances," "hazardous wastes,""hazardous materials" or "toxic substances" as such terms are defined in the Resource Conservation and Recovery Act and the Comprehensive Environmental Response, Compensation and Liability Act, and in any other law, ordinance, rule, regulation or order promulgated by the federal or state government, or any other governmental entity having jurisdiction over the Office Building Project or the parties to this Lease. If Tenant breaches the obligations set forth in this paragraph, or if the presence of Hazardous Material in the Premises or at the Office Building Project caused or permitted by Tenant (whether or not Landlord has given its consent to the presence of such Hazardous Material in the Premises) results in contamination of the Premises or any other part of the Office Building Project, or if contamination of the Office Building Project by Hazardous Material otherwise occurs for which Tenant is legally liable, then Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines costs, liabilities or losses, including, without limitation, diminution in value of the Office Building Project, damages for the loss, or restriction on use of rentable or usable space or floor area in or of any amenity of the Office Building Project, damages arising from any adverse impact on leasing space in the Office Building Project, sums paid in settlement of claims, and any attorneys' fees, consultant fees and expert fees which arise during or after the term of this Lease as a result of such contamination. This indemnification of Landlord by Tenant shall survive expiration or termination of this Lease includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or polictical subdivision because of Hazardous Material present in, on or under the Premises. Without limiting the foregoing, if the presence of any Hazardous Material caused or permitted by Tenant or its agents, employees, contractors or invitees, results in any contamination of the Office Building Project, Tenant shall promptly take all actions, at its sole expense, as are necessary to return the Office Building Project to the condition existing prior to the introduction of any such Hazardous Material; provided that Landlord's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effects on the Office Building Project. Tenant shall promptly notify Landlord of any such contamination.

49. ATTACHMENTS. Attached hereto are the following documents which constitute a part of this Lease.

Exhibit A. Floor Plan

Exhibit B. Reserved Parking Spaces

Exhibit C. Rules and Regulations

Exhibit D. Tenant's Space Plan

Exhibit E. Tenant Improvement Construction Drawings

Exhibit F. Cleaning and HVAC Specifications

Exhibit G. Signage Exhibit

LANDLORD AND TENANT HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH PROVISION IN IT AND BY EXECUTING IT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT. THE PARTIES AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, ITS TERMS ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LANDLORD AND TENANT WITH RESPECT TO THE PREMISES.

This Lease has been prepared for submission to your attorney for approval; no representations or recommendation is made as to the legal sufficiency, legal effect, or tax consequences of this Lease or the transaction relating thereto, the parties shall rely solely upon the advice of their own legal counsel as to the legal and tax consequences of this issue.

LANDLORD	TENANT
NATIONAL LIFE INSURANCE COMPANY By: Koll Investment Management its Authorized Agent	RADIO ONE, INC.
By: _____ Barbara E. Gloeckner Its: Vice President On _____	By: /s/ Alfred Liggins Alfred Liggins Its: President On _____

EXHIBIT A - P.1

FLOOR PLAN

[IMAGE OMITTED]

EXHIBIT A - P.2

FLOOR PLAN

[IMAGE OMITTED]

EXHIBIT A - P.3

FLOOR PLAN

[IMAGE OMITTED]

EXHIBIT B

RESERVED PARKING SPACES

[IMAGE OMITTED]

EXHIBIT C
RULES AND REGULATIONS FOR
STANDARD OFFICE LEASE

Dated : _____, 1997

By and Between: National Life Insurance Company, Landlord, and Radio One, Inc., Tenant

GENERAL RULES

1. Tenant shall not suffer or permit the obstruction of any Common Areas, including driveways, walkways and stairways.

2. Landlord reserves the right to refuse access to any persons Landlord in good faith judges to be a threat to the safety, reputation, or property of the Office Building Project and its occupants.

3. Tenant shall not make or permit any noise or odors to emanate from the Premises that annoy or interfere with other lessees or persons having business within the Office Building Project.

4. Tenant shall not keep animals or birds, with the exception of seeing eye dogs, within the Office Building Project, and shall not bring bicycles, motorcycles or other vehicles into areas not designated as authorized for same.

5. Tenant shall not make, suffer or permit litter except in appropriate receptacles for that purpose.

6. Tenant shall not alter any lock or install new or additional locks or bolts.

7. Tenant shall be responsible for the inappropriate use of any toilet rooms, plumbing or other utilities by Tenant, its agents or employees. No foreign substances of any kind are to be inserted therein.

8. Tenant shall not deface the walls, partitions or other surfaces of the premises or Office Building Project.

9. Tenant shall not suffer or permit any thing in or around the Premises or Building that causes excessive vibration or floor loading in any part of the Office Building Project.

10. Furniture, significant freight and equipment shall be moved into or out of the building only with the Landlord's knowledge and consent, and subject to such reasonable limitations, techniques and timing as may be designated by Landlord. Tenant shall be responsible for any damage to the Office Building Project arising from any such activity, subject to waiver of subrogation.

11. Tenant shall not employ any service or contractor for services or work to be performed in the Building, except as reasonably approved by Landlord.

12. Landlord reserves the right to close and lock the Building on Saturdays, Sundays and legal holidays so long as Tenant has access at all times, and on other days between the hours of 6:00 P.M. and 6:00 A.M. of the following day. If Tenant uses the Premises during such periods, Tenant shall be responsible for securely locking any doors it may have opened for entry.

13. Tenant shall return all keys at the termination of its tenancy and shall be responsible for the cost of replacing any keys that are lost.

14. Neither Tenant or any employee or invitee of Tenant shall go upon the roof of the Building, except in an emergency as provided in Section 38.

15. Tenant shall not suffer or permit smoking or carrying of lighted cigar or cigarettes in areas reasonably designated by Landlord or by applicable governmental agencies as non-smoking areas.

16. Tenant shall not use any method of heating or air conditioning other than for a supplemental HVAC as shown on Tenant's Plans and Specifications, or as otherwise approved by Landlord.

17. The Premises shall not be used for lodging or manufacturing, cooking or food preparation other than normal office kitchen pantry.

18. Tenant shall comply with all safety, fire protection and evacuation regulations established by Landlord or any applicable governmental agency.

19. Landlord reserves the right to waive any one of these rules or regulations, and or as to any particular lessee, and any such waiver shall not constitute a waiver of any other rule or regulation or any subsequent application thereof to such Tenant provided Landlord shall not unfairly discriminate against Tenant.

20. Tenant assumes all risks from theft or vandalism to Tenant's property and agrees to keep its Premises locked as may be required.

21. Landlord reserves the right to make such other reasonable rules and regulations as it may from time to time deem necessary for the appropriate operation and safety of the Office Building Project and its occupants. Tenant agrees to abide by such rules and regulations as well as these rules and regulations.

PARKING RULES

1. Other than Tenant's right to park up to ten (10) vans in the rear of the Building as provided in Section 2.2 of the Lease all parking areas shall be used only for parking vehicles no longer than full size passenger automobiles herein called "Permitted Size Vehicles" Vehicles other than Permitted Size Vehicles are herein referred to as "Oversized Vehicles"

2. Tenant shall not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's employees, suppliers, shippers, customers, or invitees to be loaded, unloaded, or parked in areas other than those designated by Landlord for such activities.

3. Users of the parking area will obey all posted signs and park only in the areas designated for vehicle parking.

4. Unless otherwise instructed, every person using the parking area is required to park and lock his own vehicle. Landlord will not be responsible for any damage to vehicles, injury to persons or loss of property, all of which risks are assumed by the party using the parking area, except to the extent caused by gross negligence or willful misconduct of Landlord

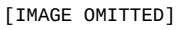
5. The maintenance, washing, waxing or cleaning of vehicles on the parking surface or Common Areas is prohibited

6. Tenant shall be responsible for seeing that all its employees, agents and invitees comply with the applicable parking rules, regulations, laws and agreements

7. Landlord reserves the right to reasonably modify these rules and/or adopt such other reasonable and non-discriminatory rules and regulations as it may deem necessary for the proper operation of the parking area.

8. Such parking use as is herein provided is intended merely as a license only and no bailment is intended or shall be created hereby.

FLOOR PLAN


[IMAGE OMITTED]

FLOOR PLAN

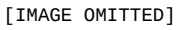

[IMAGE OMITTED]

EXHIBIT E
ENUMERATION OF CONTRACT DOCUMENTS

RADIO ONE
7TH AND 8TH FLOORS
5900 PRINCESS GARDEN PARKWAY
LANHAM, MARYLAND

DRAWING	DATE	DRAWN BY
A-0	12/12/96	INTERPLAN, INC
A-1	12/12/96	INTERPLAN, INC
A-2	12/12/96	INTERPLAN, INC
A-3	12/12/96	INTERPLAN, INC
A-4	12/12/96	INTERPLAN, INC
A-5	12/12/96	INTERPLAN, INC
A-6	12/12/96	INTERPLAN, INC
A-7	12/12/96	INTERPLAN, INC
A-8	12/12/96	INTERPLAN, INC
A-9	12/12/96	INTERPLAN, INC
A-10	12/12/96	INTERPLAN, INC
A-11	12/12/96	INTERPLAN, INC
A-12	12/12/96	INTERPLAN, INC
A-13	12/12/96	INTERPLAN, INC
A-14	12/12/96	INTERPLAN, INC
A-15	12/12/96	INTERPLAN, INC
TMC-1	12/12/96	INTERPLAN, INC
TM7-1	12/12/96	INTERPLAN, INC
TM8-1	12/12/96	INTERPLAN, INC
TP7-1	12/12/96	INTERPLAN, INC
TP8-1	12/12/96	INTERPLAN, INC
TEC-1	12/12/96	INTERPLAN, INC
TE7-1	12/12/96	INTERPLAN, INC
TE7-2	12/12/96	INTERPLAN, INC
TE8-1	12/12/96	INTERPLAN, INC
TE8-2	12/12/96	INTERPLAN, INC

ADDENDEM	DATE	BY
ADD#1	12/17/96	INTERPLAN, INC.
ADD#2	12/19/96	INTERPLAN, INC.

CLEANING SPECIFICATIONS

Base Cleaning by Landlord

Cleaning is to be performed between 6:00 p.m. and 10:00 p.m.

Nightly:

Empty wastebaskets Ashtrays emptied and wiped clean Surfaces up to 60" dusted All public and traffic areas vacuumed Tile floors dry mopped
All bathrooms cleaned, disinfected, and stocked
Any accidental carpet spots, spillage, or unsightly conditions remedied

Weekly:

All carpeted areas vacuumed, including beneath desks and conference tables Office dusted with cloth, including tops of files, ledges and window sills All telephones damp-wiped

Monthly:

All resilient floor tile surfaces spray-buffed
All restroom floors machine scrubbed

As Needed:

Carpet spot cleaned
Walls spot cleaned, if possible without damaging finish Interior glass (sidelights, etc.) cleaned All resilient floor surfaces stripped and refinished

Kitchens and Lunchrooms:

Floor swept and damp-mopped nightly
All cleared horizontal surfaces to be dusted or damp-wiped nightly
Chairs dusted; chairs and tables arranged neatly

Exclusions:

Base specifications do not include specialty cleaning of wood floor or paneling or other floor or furniture finishes.

EXHIBIT F

HVAC SPECIFICATIONS

Summer	outdoor = 95' dry bulb/78' wet bulb Indoor = 76' dry bulb max tolerence
Winter	outdoor = 14' dry bulb Indoor = 74' bulb min tolerence

Relative humidity shall not exceed 50%-55% and shall be in a range to provide reasonable comfort throughout the premises.

The HVAC performance specifications are only applicable to standard office space; and in any event (1) the performance of Landlord's HVAC system may be adversely impacted by Tenant's construction and (2) no performance specifications are provided with respect to the portion of the Broadcast Suite that is not devoted exclusively to office uses.

EXHIBIT G

SIGNAGE EXHIBIT

[IMAGE OMITTED]

Fcbruary 24, 1997

Mr. Alfred Liggins
President
Radio One
4001 Nebraska Avenue N.W.
Washington, D.C. 20016

RE: MODIFICATIONS TO STANDARD OFFICE LEASE ("LEASE") DATED FEBRUARY 3, 1997 BETWEEN NATIONAL LIFE INSURANCE COMPANY ("LANDLORD") AND RADIO ONE, INC. ("TENANT"); AND PURCHASE OPTION AGREEMENT ("OPTION AGREEMENT") DATED FEBRUARY 3, 1997 BETWEEN LANDLORD AND TENANT

Dear Alfred:

This letter will confirm the Landlord's and Tenant's agreement with respect to certain modifications of the Lease and Purchase Option described above:

1. Section 3.2 of the Lease is hereby modified to reflect that possession of the Office Suite will be tendered on the day after the date of your consent below, and that possession of the Broadcast Suite will be tendered on April 25, 1997.

2. Pursuant to the second sentence of Section 38 of the Lease. Landlord hereby consents to the installation of the rooftop antennas in accordance with the plans previously submitted to Landlord by Tenant, and further consents to the installation of any replacements thereof if such replacements are substantially the same size.

3. Landlord hereby agrees that Tenant's pro rata share of the operating expenses of the Property for purpose of Section 4(a)(ii) of the Purchase Option, shall be calculated separately for the Office Suite and the Broadcast Suite, commencing in each case on the applicable Rent Commencement Date.

If you agree to these modifications to the Lease and Purchase Option, please sign and date the Consent below.

NATIONAL LIFE INSURANCE COMPANY
By: Koll Investment Management
Its: Authorized Agent

/s/ Barbara E. Gloeckner

By: Barbara E. Gloeckner
Its: Vice President

CONSENT:
RADIO ONE, INC.

/s/ Alfred Liggins
- ---
By: Alfred Liggins
Its: President

Dated 2/25/97

PURCHASE OPTION AGREEMENT

THIS PURCHASE OPTION AGREEMENT (this "Agreement") is made and entered into this 3rd day of February, 1997, by and between NATIONAL LIFE INSURANCE COMPANY, a Vermont corporation ("Seller") and RADIO ONE, INC., a Delaware corporation ("Purchaser").

RECITALS

WHEREAS, on this date, Purchaser, as Tenant, and Seller, as Landlord, have entered into that certain Standard Office Lease dated of even date herewith (the "Lease") for certain premises located in the building known by street address as 5900 Princess Avenue, Lanham, Maryland;

WHEREAS, as a condition of entering into the Lease, Purchaser has requested that Landlord grant to Purchaser an option to purchase the improved real property described on Exhibit A attached hereto (the "Property");

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. GRANT OF PURCHASE OPTION. Seller hereby grants to Purchaser the exclusive right and option (the "Purchase Option") to purchase the Property, which Property includes the interest of Seller (presently or to be acquired) in and to (i) any easements, covenants, licenses and other rights appurtenant to said Property, (ii) any land lying in the bed of any street or alley (opened or closed) in front of or adjoining said Property, (iii) any and all feasibility, engineering, architectural or other studies, reports or drawings, including soil borings and test drillings, which Seller has in its possession with respect to said Property, and (iv) any improvements located on said Property. Purchaser's right to exercise the Purchase Option and Seller's obligation to sell the Property are subject to the terms and conditions as set forth in this Agreement.

2. TERM OF PURCHASE OPTION. The term of the Purchase Option granted herein during which Purchaser shall have the right to exercise said right to purchase the Property shall begin on the date hereof and shall expire at 5:00 p.m. on June 30, 1997, unless sooner terminated in accordance with the terms of this Agreement ("Option Expiration Date").

3. EXERCISE OF PURCHASE OPTION. Provided Tenant is not in default under the terms of the Lease (beyond any applicable notice and cure period), Purchaser may exercise its right to purchase the Property at any time prior to the Option Expiration Date, by delivering to Seller an unconditional written notice of its exercise of the

Purchase Option. Upon delivery of such notice (the "Option Exercise Date"), Purchaser shall be deemed to have exercised the Purchase Option and Purchaser shall be unconditionally and irrevocably obligated to purchase, and Seller shall be unconditionally and irrevocably obligated to sell, the Property, subject to and in accordance with the terms and conditions set forth herein.

4. TERMS OF SALE. The terms of the sale and purchase of the Property shall be as follows:

(a) PURCHASE PRICE. The aggregate consideration to be paid by Purchaser to Seller for the Property shall be Three Million Seven Hundred Fifty Thousand and 00/100 Dollars ($3,750,000.00), subject to the adjustments set forth in subsections (i), (ii) and (iii) below and the adjustments required by Section 13, and said sum (as so adjusted) shall be defined for all purposes hereof as the "Purchase Price". The Purchase Price shall be payable to Seller on the date of Closing (as hereafter defined) by wire transfer of immediately available funds.

(i) The Purchase Price shall be reduced by an amount equal to the documented expenditures of Tenant for Tenant's Improvements to the Premises (as such term is defined in the Lease) in accordance with Section 7.3 of the Lease, up to $15 per square foot of rentable area in the Premises (computed in accordance with the Lease), but in no event shall said adjustment exceed the sum of Two Hundred Forty Thousand and no/100 Dollars ($240,000.00).

(ii) The Purchase Price shall be reduced further by an amount equal to the actual amount of rents collected by Seller from Tenant prior to the date of Closing after subtracting therefrom Tenant's pro rata share (as calculated on a square foot basis) of all of the operating expenses of the Property allocable to the period after the date hereof and prior to Closing (the "Option Period"), provided that in no event shall said reduction exceed the sum of Forty-Eight Thousand and no/100 Dollars ($48,000.00). For all purposes hereof, the "operating expenses of the Property" shall be equal to all of the costs and expenses of any kind or nature relating to the Property, and allocable to the Option Period, in managing, operating, equipping, policing, protecting, lighting, repairing, replacing and maintaining the Property, and any personal property therein or thereon, including, but not limited to, any and all real estate taxes, insurance premiums (whether elective or required), maintenance and repairs to the common area utilities, water and sewer, management fees, landscaping, irrigations systems, cleaning, snow removal, lighting, pest control, security costs, supplies, trash removal, parking lot sweeping, personal property taxes, maintenance of and replacement of equipment, exterior painting, roof repairs, parking lot repairs, seal coating, striping, plumbing repairs, and compensation and benefits of employees of Seller or its agents involved in such work. Excluded from such operating expenses are net income or franchise taxes, financing costs (including interest, principal, late payment or other fees), ground rent, if any, capital expenditures (including rentals in lieu of capital expenditures), leasing commissions and other costs of leasing space, depreciation, advertising expenses,

compensation of officers and directors of Seller not directly relating to the operation, management or repair of the Property, renovation of space for new tenants (including painting and decorating), payments to affiliates of Seller in excess of arms-length fees, base management fees in excess of three percent (3%) of the gross rents, and renovation costs as a result of casualty from causes against which Seller carries insurance.

(iii) The Purchase Price shall be increased by an amount which is determined by computing Purchaser's pro rata share of all costs paid by Seller subsequent to the date hereof, in connection with the entering into of each lease for a portion of the Property (or the renewal or extension of any existing lease for a portion of the Property), as approved by Purchaser, which approval shall not be unreasonably withheld or delayed. The allowable "costs for each lease" shall include but not be limited to broker commissions and any tenant improvement or procurement costs incurred in renovating or improving leasehold space for a tenant, and in the case of the new lease for TenSalon, a two percent (2%) construction management fee. Purchaser's pro rata share of such costs for each lease, or the renewal or extension of any existing lease, for a portion of the Property shall be computed by multiplying said costs of a lease by a fraction, the numerator of which is the aggregate Base Rent due under the Leases to Purchaser (as the new owner of the Property) after the date of Closing, and the denominator of which is the aggregate Base Rent due during the entire initial term of

said tenant's lease. FOR EXAMPLE ONLY: If (i) a new tenant's lease provides for $1,000,000.00 of Base Rent in the aggregate, during the initial term, (ii) $800,000.00 of such Base Rent is due after the date of Closing, and (iii) the total costs incurred by Seller in connection with said lease is $50,000.00, then the Purchase Price shall be increased by $40,000.00 [$50,000.00 x ($800,000.00/$1,000,000.00)].

(b) CLOSING. The date upon which the closing of the transaction contemplated by this Agreement shall be referred to herein as the "Closing". For all purposes of this Agreement, the "date of Closing" shall mean the date and time for Closing selected by Purchaser, but not later than 5:00 pm on September 30, 1997, unless extended pursuant to Section 5 below; provided that Purchaser shall give Seller not less than five (5) business days prior written notice of the time and place of Closing. The Closing shall be held at the office of Purchaser's attorneys or, at Purchaser's option, at the offices of Purchaser's lending institution. As of the date of Closing, Seller shall convey title to the Property to Purchaser or its designee by delivery of a special warranty deed (in proper statutory form for recording, duly executed and acknowledged), and Purchaser shall deliver the Purchase Price to Seller. Seller also shall assign to Purchaser its interest in all of the leases set forth on Exhibit B, and any amendments or new leases entered into by Seller pursuant to Section 6 (the "Leases"), and all security deposits relating thereto, and Purchaser shall assume the obligations of Seller thereunder, all as of the date of Closing. No later than thirty (30) days after the Option

Exercise Date, Purchaser may deliver written notice to Seller (the "Rejection Notice") identifying which of the contracts (other than Leases), set forth on Exhibit C, including any amendments or extensions to such contracts, and any new contracts entered into by Seller after the date hereof (the "Contracts"), Purchaser desires not to assume as of the Closing Date (the "Rejected Contracts"). Purchaser shall assume Seller's obligations accruing under all Contracts, other than the Rejected Contracts (the "Assumed Contracts"), from and after Closing (including obligations to be performed after Closing). Seller shall indemnify and hold Purchaser harmless for any liability or obligation under the Rejected Contracts. If Purchaser fails to timely deliver the Rejection Notice to Seller, all Contracts shall be deemed to be Rejected Contracts. The delivery to the Settlement Agent of the Purchase Price, the special warranty deed, assignments of Seller's interest in the Leases (and all security deposits) and Assumed Contracts, a bill of sale with respect to the personal property of Seller used in connection with the Property, the Seller's Certificate (as hereinafter defined), such documents and instruments as may be reasonably and customarily required by Purchaser's title company or Purchaser's lender to consummate the purchase of the Property and insure title to the Property in the condition required by the terms hereof, and all other documents and instruments required to be delivered by either party to the other by the terms hereof, shall be deemed to be a good and sufficient tender of performance of the terms hereof.

5. EXTENSION OF CLOSING.

(a) Not later than the tenth (10th) business day of each full calendar month following the date hereof, Seller shall provide Purchaser with a rent roll of the Property showing the "Building Rents" (as defined below) collected by Seller for the preceding month. Not later than September 8, 1997, Seller shall deliver written notice to Purchaser (the "Notice of Rent Sufficiency"), which notice shall certify whether or not the average monthly "Building Rents" collected by Seller for the prior two (2) month period (i.e., July and August, 1997) is equal to or exceeds the sum of $47,500 [subject to adjustment pursuant to subsection (c) below] (the "Minimum Gross Rent Amount"). If the Notice of Rent Sufficiency certifies (a) that the Minimum Gross Rent Amount has been achieved, then the Closing shall not be extended and the parties shall consummate Closing on September 30, 1997, or (b) that the Minimum Gross Rent Amount has not been achieved, then the Closing shall be postponed as provided in this Section 5. For all purposes hereof, the term "Building Rents" shall mean the total rents collected (but not interest, penalties or late fees) from all tenants of the Building (other than Tenant, except as hereafter provided) with respect to a particular calendar month; provided, however, if Tenant leases more than 16,000 square feet of space in the Building during any calendar month of the term, then the Building Rents shall be increased for said month by an amount which is calculated by taking (a) the total rents payable by Tenant during said month, and (b) deducting therefrom the amount calculated by taking the total rents payable by Tenant during said month and multiplying such amount by a fraction, the numerator of which is 16,000 and the denominator of which is the number of square

feet leased to Tenant. For example, if Tenant leases 18,000 square feet and the total rents payable by Tenant during said month are $16,500.00, then the Building Rents shall be increased by $1,833.33 [$16,500 - $16,500 x (16,000 - 18,000)].

(b) If the Notice of Rent Sufficiency issued by Seller (the "Pre-Closing Notice") does not show that the average Building Rents collected during the applicable months are equal to or greater than the Minimum Gross Rent Amount, then Purchaser shall have the right to postpone Closing, on a month-by-month basis, by sending written notice to Seller, until Purchaser has received from Seller a Notice of Rent Sufficiency showing that Building Rents collected during a two (2) month period subsequent to the Pre-Closing Notice equals or exceeds the Minimum Gross Rent Amount (a "Favorable Notice"), in which case Closing shall be rescheduled by Seller for any date that is at least three (3) business days after the Favorable Notice is delivered to Purchaser, but before the end of the month that the Favorable Notice is delivered to Purchaser. Notwithstanding anything to the contrary contained herein, Purchaser shall have the right, but not the obligation, to irrevocably waive the receipt of a Favorable Notice as a condition precedent to Closing and to proceed to Closing in the manner set forth in this Agreement on or before thirty (30) days from the date of such waiver, but in no case shall Closing occur after July 31, 1998. If Closing has not occurred by July 31, 1998, or if Purchaser affirmatively gives written notice to Seller that it shall not proceed to Closing on or before said date, then (i) the Purchase Option shall expire and terminate

on said date, without further act being required of either party, in the same manner as if Purchaser had not exercised its Purchase Option prior to the Option Expiration Date, and (ii) Seller shall promptly pay Purchaser an amount equal to Tenant's actual, documented expenditures for Tenant Improvements, up to $15 per square foot of rentable area in the Premises, but in no event shall said payment from Seller to Purchaser exceed the sum of Two Hundred and Forty Thousand and No/100 Dollars ($240,000.00), which amount may be reduced by Landlord by any damages of Landlord resulting from the default by Tenant under the Lease.

(c) If, at any time prior to the date on which Seller delivers to Purchaser a Notice of Rent Sufficiency stating that the average Building Rents collected during the applicable two (2) month period are equal to or exceed the Minimum Gross Rent Amount, Tenant or any other affiliate of Tenant shall execute a lease for space in the Building, or renew an existing lease for space in the Building (other than Tenant's entering into a new lease for space, which space has come available only as a result of the expiration of the term of an existing lease to the Building) which reduces the Building Rents collected by Seller for said office space to an amount which is less than the Building Rents collected for said office space on the date of execution of this Lease (calculated on an accrual basis), then there shall be a dollar for dollar reduction (but never an increase) in the Minimum Gross Rent Amount based upon the amount of reduction in Seller's collection of Building Rents resulting from Tenant's affiliate's execution of a lease for said space.

6. Seller's Leasing of Property. From the date hereof until the Closing Date, Seller shall control the marketing and leasing of space in the Building, provided, however, that Seller shall not enter into or terminate any Leases, without Purchaser's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Seller shall pay all costs associated with the leasing of the Property [subject to reimbursement if a Closing occurs as more fully described in subsection 4(a)(iii) above]. Upon receipt from Seller of a bona fide proposal to lease space in the Property to a prospect (a "Prospect"), which proposal shall set forth a description of said Prospect's intended use of the premises, Purchaser will have a period of five (5) business days from receipt of said proposal in which to deliver written notice to Seller stating either its acceptance or rejection of the Prospect. If Purchaser's written notice to accept/reject the Prospect is not received by Seller within said five (5) business day period, or Purchaser fails to elect either option (i) or (ii) below in said notice, then Purchaser shall be deemed to have accepted the lease of space on the Property to the Prospect in the same manner as if Purchaser had delivered a written notice of acceptance to Seller within the aforesaid five (5) business day period. If Purchaser rejects the Prospect, then concurrently with said rejection, Purchaser shall either (i) effectively exercise the Purchase Option to purchase the Property, and the Purchaser's receipt of the Notice of Rent Sufficiency shall be deemed waived by Purchaser, and the Closing shall occur within sixty (60) days after Purchaser's exercise of the Purchase Option (but in no event sooner than fifteen (15) business days from said date); or (ii)

lease the space in the Property which Seller proposed to lease to the Prospect, under the same terms and conditions as Seller was offering to the Prospect, or (iii) elect neither (i) nor (ii), in which event Seller shall have the right to enter into such lease with such Prospect, and Purchaser shall be deemed to have accepted to such lease.

7. TITLE. Attached hereto as Exhibit D is a copy of Seller's existing owner's title insurance policy. At Closing, title to the Property shall be good of record and in fact, marketable, insurable at regular rates by a reputable title insurance company of Purchaser's choice, subject to restrictions of record on the date of execution of this Agreement, as shown on Exhibit D, except that title to the Property shall be (i) free and clear of the lien of any deed of trust, mortgage or other lien or instrument securing the repayment of money, and (ii) subject to any new leases executed by Seller in the manner set forth in Section 6 above. The status of title at the time of Closing shall be the same as that shown in Seller's title, except as provided below. In the event any new title matters arise prior to Closing, Purchaser shall notify Seller of such new title defect within five (5) days of Purchaser becoming aware of such new title defect. For purposes of this Section, if any title defect directly results from Purchaser's action, such as the placing of a mechanic's lien, then such title defect shall not be deemed to be a new title defect. Within ten (10) days after receipt of the Purchaser's letter of new title defects (and supporting documentation), Seller shall notify Purchaser in writing as to which, if any, of the new title matters objected to by Purchaser Seller is willing to correct, with the

correcting of all such matters which Seller agrees to correct being a covenant of Seller and a condition to Purchaser's obligation to settle hereunder. If Seller does not notify Purchaser as above, it shall be deemed that Seller has elected not to correct all such new title matters to which Purchaser has objected. Seller agrees that to the extent the new title matters objected to by Purchaser are of a character that they may be remedied by the payment of sums of money or by legal action, both of which shall not exceed $25,000 (in the aggregate), Seller shall be obligated to pay such sums of money or undertake in good faith and diligently prosecute such legal action, at Seller's sole expense, subject to the $25,000 cap. Purchaser shall have until ten (10) days after receipt of Seller's response as to which, if any, new title matters Seller is willing to correct, to terminate this Purchase Option if Purchaser remains unsatisfied with the new title defects and in such event neither party shall have any further rights or obligations under this Purchase Option, except for those obligations which survive termination hereunder. If any new title defects to be cured by Seller by Closing have not been cured as of Closing, Purchaser shall have the right upon written notice to Seller to elect either (i) to proceed to Closing and waive such new title defect, without abatement of the Purchase Price, (ii) to terminate this Purchase Option, in which event neither party shall have any further rights of obligations under the Purchase Option with respect to the Property, except for those obligations which survive termination hereunder, or (iii) to postpone Closing to the extent necessary to enable the new title matters to be remedied, but in no event shall Closing be extended for such cure for more than two (2) months;

provided, however, that if the time needed to correct the new title matter is more than two (2) months, Purchaser shall have the right, at its option, to elect by written notice to Seller prior to the date of Closing, either (a) proceed to Closing and waive such new title defect, without abatement of the Purchase Price or (b) terminate this Purchase Option, whereupon Purchaser and Seller shall be relieved of all further liability or obligation under the Purchase Option, except as otherwise provided herein. Notwithstanding the foregoing, between the date hereof and the date of Closing, Seller shall have the right to execute and deliver such easements and rights of way which are required of it by local governmental entities or public utilities (provided Seller does not seek rezoning or subdivision of the Property). Seller shall notify Purchaser promptly upon the demand of any such governmental entity or public utility for such rights in and to the Property, and Purchaser shall have the right to participate in the negotiation of the form of rights given to any such third party in the Property. In the event that such rights given to a third party in the Property shall be reasonably determined to cause a material adverse effect on Purchaser's ability to use the Property after the date of Closing, then Purchaser's sole remedy shall be to deliver written notice to Seller stating that it is unilaterally terminating this Purchase Option, in which event the Purchase Option shall be deemed terminated, except for those obligations which survive termination.

8. STUDY PERIOD/DISCLAIMERS. Purchaser may perform (subject to the rights of other tenants of the Property) reasonable studies and tests of the Property and review

materials to determine the condition thereof. By its exercise of the Purchase Option, Purchaser shall be deemed to have certified to Seller that it has familiarized itself fully with the Property, and that it has had the opportunity to perform, and has performed, such inspections, examinations, investigations and studies thereof as it deemed appropriate in order to determine whether to purchase the Property in its then current condition. Purchaser agrees that it is relying solely upon its inspections, examinations, investigations and studies in electing whether or not to purchase the Property. Notwithstanding anything herein to the contrary, it is expressly understood and agreed that Purchaser, by exercising its option, is purchasing the Property "as is" and "where is", and with all faults and defects, latent or otherwise, and that, except as expressly provided herein, Seller is making no representations or warranties, either express or implied, by operation of law or otherwise, with respect to the quality, physical condition or value of the property, the presence or absence of hazardous substances in, on, under or about the Property, the zoning classification of the Property, the compliance of the Property with applicable law, or the income or expenses from or of the Property. Without limiting the foregoing, it is understood and agreed that Seller makes no warranty to Purchaser regarding the Property or its habitability, suitability, merchantability, fitness for a particular purpose or fitness for any purpose. With regard to the studies to be performed by Purchaser as set forth in the first sentence of this subsection, (i) Purchaser shall conduct its studies in a manner so as not to unreasonably interfere with the business operations of any of the other tenants of the Property, (ii) Purchaser shall repair

all damage to the Property caused by the studies and related activities of Purchaser, its agents or employees associated with such studies, promptly after the occurrence of such damage, and (iii) Purchaser shall indemnify and hold harmless Seller from and against any claims, liabilities, reasonable costs (including, without 1imitation, reasonable attorneys fees) resulting from physical damage to the Property, or from injury to persons or property caused by the activities of Purchaser, its agents or employees as described above.

9. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller represents and warrants the following, each of which shall be true on the date hereof.

(a) Due Authorization. This Purchase Option is duly authorized, executed and delivered by, and upon delivery hereof shall be binding upon and enforceable against Seller in accordance with its respective terms. Seller has the legal right, power and authority to enter into this Purchase Option and to perform all of its obligations hereunder, and the execution and delivery of this Purchase Option and performance by Seller of its obligations hereunder shall not conflict with or result in a breach of any law or regulation, order, judgment, writ, injunction or decree of any court or governmental instrumentality or any agreement or instrument to which Seller is a part or by which Seller is bound or to which Seller or any portion of the Property is subject.

(b) Moratoria; Litigation. To Seller's actual knowledge, without any duty to investigate, the Property and the use thereof are free of (i) any sewer, water, building or other moratoria, municipal violations, and (ii) existing, or to the Seller's actual knowledge, threatened, litigation or condemnation proceedings applicable to the Property. Seller has received no written notice of any liens or special assessments to be made against the Property by any governmental authority.

(c) Parties in Possession. The Schedule of Leases is set forth as Exhibit B hereto. Except as set forth on the Schedule of Leases, there are no parties in possession of the Property or any portion thereof, whether as tenants under leases or licensees under license agreements or under any other agreement or arrangement.

(d) Hazardous Waste. To Seller's actual knowledge, except as disclosed in any environmental reports provided to Purchaser, during Seller's ownership of the Property, none of the Property has been excavated, no landfill was deposited on or taken from the Property, no construction debris or other debris (including without limitation rocks, stumps or concrete) was buried upon any of the Property, and no hazardous materials, toxic chemicals or similar substances, as defined in 42 U.S.C. Section 9601(14) or 33 U.S.C. Section 1317(1) or 15 U.S.C. Section 2606(f), or any similar provision of applicable state or federal law, or otherwise, or gasoline or oil storage tanks, were stored on or under or otherwise were in existence on or under the Property.

10. SELLERS COVENANTS.

(a) Seller's Documents. Within five (5) business days after the date hereof, Seller shall provide (or already has provided) Purchaser, at no cost to Purchaser, copies of all plans and specifications, engineering reports, soil tests, wetlands studies, market studies, surveys, title reports and other tests and studies pertaining to the Property which are in Seller's possession or control.

(b) Seller's Actions. From and after the date hereof until Closing or the termination of this Purchase Option, Seller shall not take any action to rezone or resubdivide the Property, other than with Purchaser's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed.

(c) Landlord's Actions. From and after the Effective Date, Landlord shall (i) refrain from performing any material grading or excavation, construction or removal of any improvement, or making any other structural or capital improvement upon the Property, except as may be reasonably approved by Purchaser, (ii) refrain from committing any material waste upon the Property, (iii) not take any action to Rezone or resubdivide the Property, except as approved by Tenant in its sole discretion, and (iv) maintain appropriate comprehensive hazard and liability insurance.

(d) Payment of Charges. Landlord shall, prior to Closing, (i) pay all taxes and other public charges which are properly due and payable against the Property, (ii) pay all bills for labor or services for work performed on or with respect to the Property which are properly due and payable, except those requested by or on behalf of Tenant, (iii) not breach or violate in any material respect the terms of any covenants, restrictions, easements or agreements affecting the Property, or (iv) in any way change the state or condition of title to the Property, except as otherwise provided herein.

11. CONDITIONS TO SETTLEMENT. It is an express condition to Purchaser's obligation to proceed to settlement hereunder that all of the following are true and correct (or waived in writing by Purchaser) on and as of the date of Closing.

(a) All of the representations and warranties set forth in Section 9 are true and correct in all material respects, or as to any or all, waived by Purchaser in its sole discretion, and Seller has performed in all material respects all of Seller's covenants and obligations hereunder.

(b) There exists with respect to the Property no pending, existing or threatened (i) condemnation, or (ii) sewer and water or other moratoria which affects the ability to develop the Property, or (iii) change in the zoning classification of the Property, other than as applied for in accordance with the provisions of this Purchase Option.

(c) Title to the Property shall be in the condition required by Section 7. From and after the date hereof, Seller shall not, without in each instance obtaining the prior written consent of Purchaser, which may be given or withheld in Purchaser's reasonable discretion, (i) sell or transfer the Property, unless such sale is expressly made subject to this Agreement, (ii) encumber or pledge the Property or any portion thereof, or (iii) grant a lien or security interest in the Property or any portion thereof.

(d) Seller will provide reasonable assurances to Purchaser that Seller is not a "foreign person" as defined by Section 1445 of the Internal Revenue Code and sign such affidavits to that effect as shall be reasonably required by Purchaser and the title company insuring title for Purchaser.

(e) There will not be in existence on the Closing Date any contracts, agreements, or understandings binding on Purchaser with respect to the Property or the ownership, development or operation thereof which shall survive settlement thereon, other than the Leases, the Assumed Contracts and such other matters of record which Purchaser has accepted pursuant to this Agreement.

In the event of a failure of any of the above conditions to settlement which Purchaser declines to waive, Purchaser may at Purchaser's sole discretion, terminate this Purchase Option, and this Agreement shall thereby terminate, and the parties shall

thereafter not have any obligations hereunder, except for those obligations which by their terms survive termination.

12. CLOSING COSTS. At Closing, Seller and Purchaser shall each pay one-half (1/2) of all state, county and local transfer and recordation taxes due in connection with the transfer of the Property from Seller to Purchaser (and Purchaser shall solely pay any transfer and recordation taxes due in excess thereof which are a result of any financing acquired by Purchaser in connection with its acquisition of the Property). Seller shall pay all costs pertaining to the payoff and release of existing liens, and the cost of preparation of the Deed. All other costs and expenses attendant to Closing (including, without limitation, title company charges, title insurance premiums, survey costs, and notary fees) shall be at the cost of Purchaser, except that Seller shall pay the fees and expenses of its own counsel which are incurred in connection with said transaction.

13. CLOSING ADJUSTMENTS.

(a) The following items of income and expense shall be adjusted as of midnight of the day immediately preceding the date of Closing:

(i) Real estate taxes with respect to the Property. Assessments, if any, for improvements to the Property completed prior to the date of Closing, whether

assessment therefor has been levied or not, shall be adjusted as of the date of Closing and thereafter assumed by Purchaser.

(ii) Fuel, water and sewer service charges and charges for oil, electricity, telephone and all other public utilities.

(iii) Rental and all other income (including common area charges and other "pass-throughs") received from tenants.

(vi) All charges payable pursuant to Assumed Contracts for the provision of services to the Property.

(b) If meters measure the consumption of water, gas and/or electric current at the Property by Seller (as opposed to by tenants thereof), Seller shall use reasonable efforts to cause such meters to be read on the day immediately preceding the date of Closing and shall pay all utility bills resulting therefrom promptly upon receipt thereof. Purchaser shall have the right to escrow a reasonable sum to insure payment in full of Seller's obligation to pay the water bill described above. In making the adjustments required by this subsection, Seller shall receive credit for all prepaid expenses and similar items that are due on or after the date of Closing, and Seller shall be charged with any unpaid charges for the period prior to the date of Closing. No

adjustment shall be made for rents, including all items of additional rent such as common area maintenance charges, real estate taxes and other charges (collectively and individually, the "Charges"), that are past due as of the date of Closing, but Purchaser shall exercise reasonable efforts following the date of Closing to collect any such unpaid rents and charges. In the event that amounts are collected by Purchaser (after the date of Closing) from any tenant of the Property whose lease obligations are past due as of the date of Closing, Purchaser shall first apply such sum(s) against the amount then currently due Purchaser, and then pay to Seller, from such collected funds, the balance owed Seller for the period prior to the date of Closing, if any. The obligation of the Purchaser set forth above to pay any balance of collected funds to Seller for the period prior to the date of Closing shall survive Closing. Seller shall have the right after the date of Closing to commence an action against any tenant of the Property to collect amounts due Seller from any such tenant with respect to periods prior to Closing, provided that Seller shall not be entitled to dispossess any such tenant as a result of such action.

(c) Seller shall use all reasonable efforts to deliver to Purchaser, at least five (5) business days prior to the date of Closing, a schedule depicting the adjustments required by this subsection (including a draft settlement statement to be executed by the parties at Closing), and Purchaser and Seller shall attempt to confirm to their mutual

satisfaction all such amounts no later than two (2) business days prior to the date of Closing.

(d) Within sixty (60) days following the Closing, the Seller and Purchaser will cooperate in preparing (including allowing Seller or its agent access to the Property and its records related thereto) a final report to Purchaser setting forth the final determination of all items included on the Settlement Statement. In the event that, at any time within said sixty (60) day period, either party discovers any items which should have been included in the Settlement Statement but were omitted therefrom, such items shall be adjusted in the same manner as if their existence had been known at the time of the preparation of the Settlement Statement. The foregoing limitation shall not apply to any item which, by its nature, cannot be finally determined within the period specified. However, no further adjustments shall be made in any event beyond one (1) year after Closing.

14. ADDITIONAL ESCROW INSTRUCTIONS. Purchaser and Seller shall each comply with all ordinary and customary requirements of the Settlement Agent in connection with the transaction contemplated hereby which are consistent with a transaction of this size and type in Prince George's County, Maryland; provided, however, that in the event that any portion of such additional requirements shall be inconsistent with the provisions of

this Agreement, the provisions of this Agreement shall prevail to the extent of any inconsistency.

15. DEFAULT; TERMINATION OF PURCHASE OPTION.

(a) By Purchaser. If Purchaser shall fail to discharge any of its obligations hereunder and shall fail to cure the same within fifteen (15) days after written notice of default from Seller (but no notice and cure shall be given for Purchaser's obligation to consummate Closing on the scheduled Closing date), then, Seller shall have the right by written notice to Purchaser to terminate this Agreement. Thereafter neither Purchaser nor Seller shall have any liability under this Purchase Option, except for those provisions which by their terms survive termination.

(b) By Seller. If Seller shall default in its obligations hereunder, or shall breach a warranty or representation made herein, or shall fail to perform any covenant provided herein, and such default, breach or failure is not cured within fifteen (15) days after written notice of the same from Purchaser (except that no notice shall be required in connection with a failure to timely close the transaction contemplated herein), then Purchaser shall, at Purchaser's option, as Purchaser's sole and exclusive remedy, (a) waive such default or breach and proceed to Closing, (b) pursue against Seller the right to specific performance of any and all of Seller's obligations hereunder (including

obtaining reimbursement of Purchaser's expenses and attorneys' fees in such action), or (c) terminate this Purchase Option, and the parties shall have no further liability under this Purchase Option, except those provisions which by their terms survive termination.

(c) By Tenant. In the event that tenant is in default under the Lease, and as a result thereof Seller terminates the Lease, then at Seller's election in its sole discretion, Seller's obligation to sell the Property shall terminate and be of no further force and effect (whether or not Purchaser has exercised the Purchase Option).

16. NON-ASSIGNABILITY. The Purchase Option is personal to Purchaser and shall not be assignable to any other party, provided, however, Purchaser shall have the right to assign this Purchase Option to any other entity provided, however, that (1) the assignee assumes in writing all of Tenant's obligations under this Purchase Option and (2) Tenant confirms in writing that it remains liable for all of its obligations under this Purchase Option notwithstanding such assignment and assumption.

17. FURTHER ASSURANCES. Seller and Purchaser each agree that it will, at any time and from time-to-time after the date of Closing, upon request of the other party hereto, (i) do, execute, acknowledge or deliver, all such further acts, deeds, assignments, conveyances and assurances as may reasonably be required to consummate the transactions contemplated hereby, and (ii) adjust any mathematical or

monetary error in the settlement sheet(s) executed by the parties in connection with the Closing, and make any necessary payment resulting from such adjustment. This obligation shall survive Closing.

18. MUTUAL INDEMNIFICATION.

(a) By Purchaser. Purchaser hereby agrees to indemnify and hold Seller harmless from and against (i) any and all debts, liabilities, obligations, claims and expenses arising from business done, transactions entered into, conditions existing after or events occurring after settlement with respect to the ownership, management or operation of the Property by Purchaser, and (ii) all reasonable costs and expenses (including court costs and reasonable attorneys' fees) incurred by Seller in connection with any action, suit, proceeding, demand, assessment or judgment incident to any of the matters for which Purchaser is indemnifying Seller pursuant to the terms of this paragraph (a).

(b) By Seller. Seller hereby agrees to indemnify and hold Purchaser harmless from and against (i) any and all debts, liabilities, obligations, claims and expenses arising from business done or transactions entered into prior to settlement with respect to the ownership, management or operation of the Property by Seller or arising from a breach of any representation, warranty or covenant of Seller contained in this Purchase Option, and (ii) all reasonable costs and expenses (including court costs and

reasonable attorneys' fees) incurred by Purchaser in connection with any action, suit, proceeding, demand, assessment or judgement incident to any of the matters for which Seller in indemnifying Purchaser pursuant to the terms of this paragraph (b).

19. RIGHT OF FIRST OFFER.

(a) If Closing has not occurred by July 31, 1998, Purchaser hereby agrees that it shall, prior to making an offer to sell the Property, give written notice to Purchaser setting forth the minimum gross cash price that it will offer to sell the Property (the "Minimum Price"). The Seller shall have the option (the "First Offer Option") to purchase the Property at the Minimum Price, which First Offer Option may be exercised by delivering an irrevocable and unqualified written notice of acceptance to Seller within thirty (30) days of Purchaser's receipt of the First Offer Option (the "Acceptance Notice").

(b) In the event that Purchaser timely exercises the First Offer Option, settlement on the Property shall be made in cash within sixty (60) days of the date that the Acceptance Notice is sent, with such closing to occur in a manner and subject to the conditions that is similar to the manner and conditions relating to a Closing under the Purchase Option.

(c) in the event that Purchaser does not send a timely Acceptance Notice following receipt of a First Offer Option, Seller shall have the right (but not the obligation) to offer the Property for sale and to sell the Property, so long as the gross sale price is

greater than or equal to the Minimum Price. Upon such sale, this Agreement shall terminate without any further obligation of either party hereto. In the event that the Property is not sold during the one (1) year period following the last day that the Acceptance can be sent (i.e., thirty (30) days from the date of Purchaser's notice of the Minimum Price), the provisions of Section 19(a) shall apply to any offer to sell the Property made after the end of such one (1) year period.

20. NOTICES. Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery or by certified or registered mail (provided that notice of exercise of any option must in all events be given by certified or registered mail) addressed to a party at the address herein or such other address for notice purposes as may be later specified by notice to the other party. Mailed notices shall be deemed given upon actual receipt at the address required, or forty-eight hours following deposit in the mail, postage prepaid, whichever first occurs unless otherwise specifically provided in this Lease. A copy of all notices required or permitted to be given to Seller hereunder shall be concurrently transmitted to such other party or parties at such addresses as Seller may from time to time hereafter designate by notice to Purchaser.

Notice addresses are as follows:

Seller	National Life Insurance Company, a Vermont corporation c/o Koll Investment Management 1101 17th Street, N.W., Suite 610 Washington, D.C. 20036 Attention: Barbara E. Gloeckner
with a copy to:	Shulman, Rogers, Gandal, Pordy & Ecker, P.A. 11921 Rockville Pike, Third Floor Rockville, Maryland 20852-2743 Attn: Richard J. Melnick, Esquire
Purchaser:	Prior to April 1, 1997: Radio One, Inc. 4001 Nebraska Avenue, N.W. Washington, D.C. 20016 Attn: Alfred Liggins, President After April 1, 1997: Radio One, Inc. 5900 Princess Garden Parkway Suite 800 Lanham, Maryland Attn: Alfred Liggins, President
with a copy to:	Jerry Moore, III, Esq. Arter & Hadden 1801 K Street, N.W., Suite 400K Washington, D.C. 20006-1301

21. PERFORMANCE. Time is of the essence in the performance and satisfaction of each and every obligation and condition of this Agreement and the Purchase Option, including but not limited to, the date by which Purchaser is obligated to exercise the

Purchase Option, and the date by which the parties are to close the purchase and sale of the Property in accordance with the terms and conditions hereof.

22. BINDING EFFECT This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto, their respective successors, and permitted assigns.

23. ENTIRE AGREEMENT. This Agreement and the Exhibits constitute the sole and entire agreement between Purchaser and Seller and no modification hereof shall be binding unless signed by both Purchaser and Seller.

24. GOVERNING LAW. The validity, construction, interpretation and performance of this Agreement shall in all ways be governed and determined in accordance with the laws of the State of Maryland. The parties hereby consent to the non-exclusive jurisdiction of any state or federal court for the geographical area which includes Prince George's County, Maryland, in any proceedings hereunder and waive any objection to any such proceedings based on improper venue or forum non conveniens.

25. CAPTIONS. The captions used in this Agreement have been inserted only for purposes of convenience and the same shall not be construed or interpreted so as to limit or define the intent or the scope of any part of this Agreement.

26. COUNTERPARTS. This Agreement may be executed in counterparts by the parties hereto and each shall be considered an original.

27. INTERPRETATION. For purposes of construing the provisions of this Agreement, the singular shall be deemed to include the plural and vice versa and the use of any gender shall include the use of any other gender, as the context may require. Any reference to a number of "days" herein shall be a reference to "calendar days" unless an express reference in said provision is made to "business days". If the date on which either Seller or Purchaser is required to take action hereunder is not a business day (as defined below), the action shall be taken on the next succeeding business day. For purposes hereof, "business day" means any day other than a Saturday, Sunday, or other day on which commercial banks are authorized or required to close under the laws of the State of Maryland.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SELLER:

NATIONAL LIFE INSURANCE COMPANY

By: /s/ Thomas E. Murphy

Name: Thomas E. Murphy

Title: Director of Equity Real Estate

On: February 10, 1997

PURCHASER:

RADIO ONE, INC., a Delaware corporation

By: /s/ Alfred Liggins

Alfred Liggins
Its: President

On:

List of Exhibits

Exhibit A - Legal Description
Exhibit B - List of Leases
Exhibit C - List of Contracts
Exhibit D - Existing Title Policy

EXHIBIT A

LEGAL DESCRIPTION

ALL that parcel or parcels of real property located in Prince George's County, Maryland known as Parcels C & E in a subdivision known as Lanham Associates Property, as shown on a Plat recorded among the Plat Records of Prince George's County, Maryland in Plat Book NLP No. 99, plat 13, the land and improvements thereon being also known as the Lanham Office Building.

TOGETHER WITH the rights described in a Declaration of Easement dated June 7, 1973 and recorded among the Land Records of Prince George's County in Liber 4366, folio 813 and the rights described in Declaration of Covenants dated November 8, 1977 and recorded among the aforesaid Land Records in Liber 4845, folio 792.

ASSET PURCHASE AGREEMENT

by and between
JARAD BROADCASTING COMPANY OF PENNSYLVANIA, INC.
and
RADIO ONE, INC.
for the sale and purchase of
Station WDRE(FM)

Dated as of December 6, 1996

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TABLE OF EXHIBITS

TABLE OF APPENDICES

ASSET PURCHASE AGREEMENT

This Agreement, made and entered into as of this 6th day of December, 1996, by and between Jarad Broadcasting Company of Pennsylvania, Inc., a Pennsylvania corporation ("Seller"), and Radio One, Inc., a Delaware corporation ("Buyer").

WITNESSETH THAT:

WHEREAS, Seller is the licensee of Station WDRE(FM), 103.9 MHz, Jenkintown, Pennsylvania (the "Station"); and

WHEREAS, the parties desire that Buyer purchase certain assets used or held for use in the operation of the Station and acquire the authorizations issued by the Federal Communications Commission (the "Commission") for the operation of the Station; and

WHEREAS, the authorizations issued by the Commission may not be assigned to Buyer without the Commission's prior consent.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties, intending to be legally bound, agree as follows:

1. RULES OF CONSTRUCTION.

1.1. DEFINED TERMS. As used in this Agreement, the following terms shall have the following meanings:

"ACCOUNTS RECEIVABLE" means the cash accounts receivable of Seller arising from Seller's operation of the Station prior to Closing.

"ADMINISTRATIVE VIOLATION" means those violations described in Section 8.5 hereof.

"ASSIGNMENT APPLICATION" means the application on FCC Form 314 that Seller and Buyer shall join in and file with the Commission requesting its consent to the assignment of the FCC Licenses (as hereinafter defined) from Seller to Buyer.

"BUSINESS RECORDS" means all business records of Seller (including logs, public file materials and engineering records) relating to or used in the operation of the Station and not relating solely to Seller's internal corporate affairs.

"BUYER" means Radio One, Inc., a Delaware corporation.

"BUYER DOCUMENTS" means those documents, agreements and instruments to be executed and delivered by Buyer in connection with this Agreement as described in Section 7.2.

"CLOSING" means the consummation of the Transaction (as hereinafter defined).

"CLOSING DATE" means the date on which the Closing takes place, as determined pursuant to Section 11.

"CODE" means the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

"COLLECTION PERIOD" means the 180-day period following the Closing Date during which Buyer shall collect the Accounts Receivable of Seller, subject to the provisions of Section 13.1.

"COMMISSION" means the Federal Communications Commission.

"COMMUNICATIONS ACT" shall mean the Communications Act of 1934, as amended.

"CONTRACTS" means those contracts, leases and other agreements listed or described in Appendix C which are in effect on the date hereof and which Buyer has agreed to assume, but not including Sales Agreements and Trade Agreements (as hereinafter defined).

"ENVIRONMENTAL LAW" means any law, rule, order, decree or regulation of any Governmental Authority relating to pollution or protection of the environment, including any law or regulation relating to emissions, discharges, releases or threatened releases of Hazardous Substances (as hereinafter defined) into ambient air, surface water, groundwater, land or other environmental media.

"EQUIPMENT" means all tangible personal property and fixtures used or useful in the operation of the Station as described in Section 2.1(b).

"EXCLUDED ASSETS" means those assets excluded from the Purchased Assets and retained by the Seller, to the extent in existence on the Closing Date, as specifically described in Section 2.2.

"FCC LICENSES" means all licenses, pending applications, permits and other authorizations issued by the Commission for the operation of the Station listed on Appendix A.

"FINAL ORDER" means any action that shall have been taken by the Commission (including action duly taken by the Commission's staff, pursuant to delegated authority) which shall not have been reversed, stayed, enjoined, set aside, annulled or suspended; with respect to which no timely request for stay, petition for rehearing, appeal or certiorari or sua sponte action of the Commission with comparable effect shall be pending; and as to which the time for filing any such request, petition, appeal, certiorari or for the taking of any such sua sponte action by the Commission shall have expired or otherwise terminated.

"FINANCIAL STATEMENTS" means Seller's unaudited financial statements and balance sheets as described in Section 6.10.

"GOVERNMENTAL AUTHORITY" means any nation or government, any state or other political subdivision thereof, and any agency, court or other entity that exercises executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"HAZARDOUS SUBSTANCES" means any hazardous or toxic waste, substance or material, as those or similar terms are defined in or for purposes of any applicable federal, state or local Environmental Law, and including without limitation any asbestos or asbestos-related products, oils or petroleum-derived compounds, CFCS, or PCBS.

"ESCROW AGENT" means Roberts & Eckard, P.C.

"ESCROW AGREEMENT" means the escrow agreement described in Section 3, the form of which is attached as Exhibit 1.

"ESCROW DEPOSIT" means the monies deposited with the Escrow Agent described in Section 3.

"INTANGIBLE PROPERTY" means all of Seller's right, title and interest in and to the goodwill and other intangible assets used or useful in or arising from the business of the Station as described in Section 2.1(f).

"INTELLECTUAL PROPERTY" means all Seller's right, title and interest in and to the trademarks, tradenames, service marks, patents, franchises, copyrights, including registrations and applications for registration of any of them, slogans, jingles, logos, computer programs and software, trade secrets and similar materials and rights relating to the Station as listed on Appendix D.

"KNOWLEDGE OF BUYER" means the actual knowledge, after reasonable inquiry of Buyer's senior management, and the books and records of Buyer.

"KNOWLEDGE OF SELLER" means the actual knowledge, after reasonable inquiry of Station management, the books and records of the Station, and the actual knowledge of Ronald J. Morey.

"MATERIAL CONTRACTS" means those leases, contracts and agreements specifically designated in Appendix C as being "Material Contracts."

"NONCOMPETITION AGREEMENT" means the agreement between Buyer, Ronald Morey and Jed Morey the form of which is attached hereto as Exhibit 2.

"PERMITTED ENCUMBRANCES" means those liens or encumbrances to the Purchased Assets described in Section 6.4 and set forth on Appendix F.

"PURCHASE PRICE" shall mean the total consideration for the Purchased Assets, the Noncompetition Agreements and the Consulting Agreement as described in Section 4.1.

"PURCHASED ASSETS" means those assets which are the subject matter of this Agreement that Seller shall sell, assign, transfer, convey and deliver to Buyer as described in Section 2.1.

"SALES AGREEMENTS" means agreements entered into by Seller for the sale of time on the Station for cash, as described in Section 2.1(c)(2).

"SELLER" means Jarad Broadcasting Company of Pennsylvania, Inc., a Pennsylvania corporation.

"SELLER DOCUMENTS" means those documents, agreements and instruments to be executed and delivered by Seller in connection with this Agreement as described in Section 6.1.

"SPECIFIED EVENT" means those broadcast transmission failures described in Section 8.4(b).

"STUDIO SITE" means the real estate located at Jenkintown, Pennsylvania that is currently used as the Station's studio and office facilities.

"TRADE AGREEMENTS" means agreements entered into by Seller for the sale of time on the Station in exchange for programming, merchandise or services, including those listed on Appendix C.

"TRADE BALANCE" means the difference between the aggregate value of time owed pursuant to the Trade Agreements and the aggregate value of goods and services to be received pursuant to the Trade Agreements, as computed in accordance with the Station's customary bookkeeping practices. The Trade Balance is "negative" if the value of time owed exceeds the value of goods and services to be received after Closing by more than Twenty Five Thousand Dollars ($25,000). The Trade Balance is "positive" if the value of time owed is less than the value of goods and services to be received after Closing by more than Twenty Five Thousand Dollars ($25,000).

"TRANSACTION" means the sale and purchase and assignments and assumptions contemplated by this Agreement and the respective obligations of Seller and Buyer set forth herein.

"TRANSMITTER SITE" means the real estate located in Philadelphia, Pennsylvania that is currently used as the Station's transmitter site.

"TRANSMITTER TOWER" means the broadcast tower used by the Station and located on the Transmitter Site.

1.2. OTHER DEFINITIONS . Other capitalized terms used in this Agreement shall have the meanings ascribed to them herein.

1.3. NUMBER AND GENDER. Whenever the context so requires, words used in the singular shall be construed to mean or include the plural and vice versa, and pronouns of any gender shall be construed to mean or include any other gender or genders.

1.4. HEADINGS AND CROSS-REFERENCES. The headings of the Sections and Paragraphs hereof, the Table of Contents, the Table of Exhibits, and the Table of Appendices have been included for convenience of reference only, and shall in no way limit or affect the meaning or interpretation of the specific provisions of this Agreement. All cross-references to Sections or Paragraphs herein shall mean the Sections or Paragraphs of this Agreement unless otherwise stated or clearly required by the context. All references to Appendices herein shall mean the Appendices to this Agreement. Words such as "herein" and "hereof" shall be deemed to refer to this Agreement as a whole and not to any particular provision of this Agreement unless otherwise stated or clearly required by the context. The term "including" means "including without limitation."

1.5. COMPUTATION OF TIME. Whenever any time period provided for in this Agreement is measured in "business days" there shall be excluded from such time period each day that is a Saturday, Sunday, recognized federal legal holiday, or other day on which the Commission's offices are closed and are not reopened prior to 5:30 p.m. Washington, D.C. time. In all other cases all days shall be counted.

2. ASSETS TO BE CONVEYED.

2.1. Purchased Assets. On the Closing Date, Seller shall sell, assign, transfer, convey and deliver to Buyer free of all liens, encumbrances, mortgages, security interests of any kind or type whatsoever, all of Seller's assets used in the conduct of the business and operations of the Station (collectively referred to as the "Purchased Assets"), including, but not limited to, the following;

(a) LICENSES. The FCC Licenses, and all other transferrable licenses, permits and authorizations issued by any Governmental Authority that are used in or necessary for the lawful operation of the Station as currently operated by Seller.

(b) EQUIPMENT. All tangible personal property and fixtures used or held for use in the operation of the Station, including the property and assets listed or described in Appendix B, together with supplies, inventory, spare parts and replacements thereof and improvements and additions thereto made between the date hereof and the Closing Date (the "Equipment").

(c) CONTRACTS AND AGREEMENTS. The Contracts, Sales Agreements and Trade Agreements, subject to the following:

(1) Buyer shall be obligated to assume only (i) those Contracts that are listed in Appendix C and (ii) those contracts and other agreements that have been or will have been entered into in the ordinary course of the Station's business, between the date hereof and the Closing Date, provided that, unless otherwise approved in writing by Buyer, the obligations of the Station or Buyer under those latter contracts and agreements entered into in the ordinary course of business between the date hereof and the Closing do not exceed Five Thousand Dollars ($5,000) per annum per Contract or Fifty Thousand Dollars ($50,000) per annum in the aggregate or are terminable on not more than 30 days' notice.

(2) Buyer shall be obligated to assume only those Sales Agreements that have been or will have been entered into in the ordinary course of business at rates consistent with Seller's usual past practices.

(3) Buyer shall be obligated to assume only those Trade Agreements that have been or will have been entered into in the ordinary course of business, between the date hereof and the Closing Date, and (i) are immediately preemptible for cash time sales trade; (ii) require the provision of air time only on a "run of schedule" basis; and (iii) provide for goods and services used in the operation of the Station. Notwithstanding the foregoing, Buyer shall not be obligated to assume Trade Agreements that have an aggregate negative Trade Balance exceeding Twenty Five Thousand Dollars ($25,000).

(4) Notwithstanding any provision of this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any Contract or other agreement, undertaking or obligation if (i) an attempted assignment, without the consent required for such assignment, may constitute a breach thereof or may in any way have a material adverse effect on Seller's rights thereunder prior to Closing or Buyer's rights thereunder after Closing and (ii) such consent is not obtained by Seller prior to Closing, provided, however, that Seller will use its best efforts at its own expense to obtain all such consents prior to Closing. If any such required consent is not obtained, or if an attempted assignment would be ineffective or would adversely affect Seller's rights thereunder so that Buyer would not receive all such rights and benefits after Closing, Seller shall arrange to provide Buyer to the fullest extent possible with Seller's rights and benefits under any such Contract, agreement, undertaking or obligation including enforcement for the benefit of Buyer of any rights of Seller against any other party thereto arising out of the breach or cancellation thereof by such party or otherwise.

(5) With respect to any Contracts, agreements, undertakings or obligations that require the consent of third parties for assignment, but for which the consent of such third parties has not been obtained as of the Closing Date, Buyer shall assume Seller's obligations to be performed under those Contracts, agreements, undertakings or obligations only for the period after Closing during which, and only to the extent that, Buyer actually receives the benefits that Seller was entitled to receive thereunder as of the Closing Date.

(d) PROGRAMMING MATERIALS. All programs, programming material, and music libraries in whatever form or nature owned by Seller and used or intended for use in the operation of the Station.

(e) INTELLECTUAL PROPERTY. All Seller's right, title and interest in and to the Intellectual Property.

(f) INTANGIBLE PROPERTY. All of Seller's right, title and interest in and to the goodwill and other intangible assets used or useful in or arising from the business of the Station, including all customer lists, and sales plans (the "Intangible Property").

(g) BUSINESS RECORDS. All business records of Seller (including logs, public file materials and engineering records) relating to or used in the operation of the Station and not relating solely to Seller's internal corporate affairs.

(h) STATION RECORDS. All of the Station's proprietary information, technical information and data, machinery and equipment warranties (to the extent such warranties are assignable), maps, plans, diagrams, blueprints, schematics, files, records, studies, data, lists, general accounting records, books of account, in whatever form, used or held for use for the business or operation of the Station, including filings with the FCC which relate to the Station.

2.2. EXCLUDED ASSETS. There shall be excluded from the Purchased Assets and retained by the Seller, to the extent in existence on the Closing Date, the following assets (the "Excluded Assets"):

(a) RECEIVABLES. All Accounts Receivable.

(b) CASH AND INVESTMENTS. All cash and cash equivalents on hand or in bank accounts and other cash items and investment securities of Seller on the Closing Date.

(c) DISPOSED PERSONAL PROPERTY. All tangible personal property consumed or disposed of in the ordinary course of the Station's business after the date hereof and prior to the Closing Date.

(d) INSURANCE. All contracts of insurance (including any cash surrender value thereof) and all insurance proceeds of settlement and insurance claims made by Seller on or before the Closing Date.

(e) EMPLOYEE BENEFIT ASSETS. All pension, profit sharing and savings plans and trusts, and any assets thereof, except that any employee account balances under any plan qualified under Section 401(k) of the Code shall be promptly transferred to a plan qualified under Section 401(k) and, at Buyer's request, made available by or on behalf of Buyer if such employee is hired by Buyer, to the extent allowed under each such plan and applicable law.

(f) CONTRACTS. All contracts that will have terminated or expired prior to Closing by their terms and all contracts, agreements, instruments, undertakings and obligations not expressly assumed by Buyer hereunder.

(g) TAX ITEMS. All claims, rights and interest in and to any refunds for federal, state or local taxes for periods prior to the Closing Date.

(h) CORPORATE RECORDS. Seller's corporate minute books and other books and records relating to internal corporate minutes and the sales and expenses of Station and any other books and records not related to the operation of Station.

(i) CALL LETTERS. The call letters WDRE(FM).

3. ESCROW DEPOSIT. Buyer has already deposited Ten Thousand Dollars ($10,000) in escrow with Seller. Simultaneously with the execution and delivery of this Agreement, the Seller shall deliver that sum to Roberts & Eckard, P.C. ("Escrow Agent"). Simultaneously with the execution and delivery of this Agreement by both parties, Buyer has deposited with Escrow Agent an additional Nine Hundred Ninety Thousand Dollars ($990,000). The total cash deposit of One Million Dollars ($1,000,000) shall be referred to as the "Escrow Deposit". The Escrow Deposit shall be held in an interest-bearing account with a federally insured financial institution and disbursed by Escrow Agent pursuant to the terms of an escrow agreement in the form attached hereto as Exhibit 1 (the "Escrow Agreement"), which Escrow Agreement has been entered into by Seller, Buyer and Escrow Agent simultaneously herewith.

4. PURCHASE PRICE AND METHOD OF PAYMENT.

4.1. CONSIDERATION. The total consideration for the Purchased Assets and the Noncompetition Agreement (the "Purchase Price") shall be Twenty Million Dollars ($20,000,000), payable as set forth in this Section 4.

4.2. PAYMENT AT CLOSING. At Closing, Buyer shall pay:

(a) Fifteen Million Dollars ($15,000,000)(as adjusted pursuant to Sections 8.4 and 12.1) to Seller by check or wire transfer of same day funds pursuant to wire transfer instructions which shall be delivered by Seller to Buyer at least five business days prior to Closing.

(b) One Million Dollars ($1,000,000) to Seller by causing the Escrow Agent to release the Escrow Deposit to Seller, with all interest earned on the Escrow Deposit remitted to Buyer.

(c) Three Million Dollars ($3,000,000) to Ronald J. Morey for the Noncompetition Agreement.

(d) One Million Dollars ($1,000,000) to Jed R. Morey for the Noncompetition Agreement.

4.3. ALLOCATION. The sum of Sixteen Million Dollars ($16,000,000) shall be allocated to the Purchased Assets in accordance with an allocation schedule prepared by Buyer pursuant to Section 1060 of the Code and mutually agreed to by Seller and Buyer. Seller and Buyer shall use such allocation for tax accounting (including preparation of IRS Form 8594), and all other purposes. If Seller and Buyer have not agreed upon the allocation for the Purchased Assets prior to the Closing Date, Closing shall take place as scheduled and any dispute shall be resolved by a qualified media appraiser mutually acceptable to Seller and Buyer, whose decision shall be final and whose fees and expenses shall be paid one-half by Seller and one-half by Buyer. If the allocation must be determined by a media appraiser, Seller and Buyer agree to cooperate in good faith so that such appraisal may be completed expeditiously.

4.4. SELLER'S LIABILITIES. Buyer does not and shall not assume or be deemed to assume, pursuant to this Agreement or otherwise, any agreements, liabilities, undertakings, obligations or commitments of Seller or the Station of any nature whatsoever except: (i) those expressly assumed by Buyer pursuant to this Agreement, provided, that, Buyer shall not assume liability for any breaches, violations or defaults under the Contracts, Sales Agreements and Trade Agreements that occurred prior to Closing; and (ii) prorated items that are to be paid by Buyer after Closing pursuant to Section 12.l.

5. HART-SCOTT-RODINO As promptly as practicable and no later than ten (10) days following the execution of this Agreement, Seller and Buyer shall complete any filing that may be required pursuant to the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, (with Buyer paying any fees required in conjunction with the filing) or shall mutually agree that no such filing is required. Seller and Buyer shall diligently take all necessary and proper steps and provide any additional information reasonably requested in order to comply with the requirements of such Act.

6. SELLER'S REPRESENTATIONS; WARRANTIES AND COVENANTS. Seller hereby makes to and for the benefit of Buyer, the following representations, warranties and covenants:

6.1. EXISTENCE; POWER AND IDENTITY. Seller is a corporation duly organized and validly existing under the laws of the State of Pennsylvania with full corporate power and authority (a) to own, lease and use the Purchased Assets as currently owned, leased and used, (b) to conduct the business and operation of the Station as currently conducted and (c) to execute and deliver this Agreement and each other document, agreement and instrument to be executed and delivered by Seller in connection with this Agreement (collectively, the "Seller Documents"), and to perform and comply with all of the terms, obligations and covenants to be performed and complied with by Seller hereunder and thereunder. The addresses of Seller's chief executive office and all of Seller's additional places of business, and of all places where any of the tangible personal property included in the Purchased Assets is now located, or has

been located during the past 180 days, are correctly listed in Appendix E. Except as set forth in Appendix E, during the past five years, Seller has not been known by or used, any corporate, partnership, fictitious or other name in the conduct of the Station's business or in connection with the ownership, use or operation of the Purchased Assets.

6.2. BINDING EFFECT. The execution, delivery and performance by Seller of this Agreement has been and the Seller Documents will be duly authorized by all necessary corporate action, and copies of those authorizing resolutions, certified by Seller's Secretary shall be delivered to Buyer at Closing. No other corporate action by Seller is required for Seller's execution, delivery and performance of this Agreement or any of the Seller Documents. This Agreement has been duly and validly executed and delivered by Seller to Buyer and constitutes a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, subject to bankruptcy, reorganization, fraudulent conveyance, insolvency, moratorium and similar laws relating to or affecting creditors, and other obligees' rights generally and the exercise of judicial discretion in accordance with general equitable principles.

6.3. NO VIOLATION. Except as set forth on Exhibit K, none of (i) the execution, delivery and performance by Seller of this Agreement or any of the Seller Documents, (ii) the consummation of the Transaction, or (iii) Seller's compliance with the terms or conditions hereof will, with or without the giving of notice or the lapse of time or both, conflict with, breach the terms or conditions of, constitute a default under, or violate (x) Seller's articles of incorporation or bylaws, (y) any judgment, decree, order, consent, agreement, lease or other instrument (including any Contract, Sales Agreement or Trade Agreement) to which Seller is a party or by which Seller or any of its assets (including the Purchased Assets) or the Station is or may be legally bound or affected, or (z) any law, rule, regulation or ordinance of any Governmental Authority applicable to Seller or any of its assets (including the Purchased Assets) or the operation of the Station.

6.4. CONVEYANCE OF ASSETS. At Closing, Seller shall convey to Buyer good and marketable title to all the Purchased Assets, free and clear of all liens, pledges, collateral assignments, security interests, capital or financing leases, easements, covenants, restrictions and encumbrances or other defects of title except: (i) the inchoate lien for current taxes or other governmental charges not yet due and payable and that will be prorated between Seller and Buyer pursuant to Section 12.1; and (ii) the permitted encumbrances listed in Appendix F (the "Permitted Encumbrances").

6.5. GOVERNMENTAL AUTHORIZATIONS. Except for the FCC Licenses, no licenses, permits, or authorizations from any Governmental Authority are required to own, use or operate the Purchased Assets, to operate the Station or to conduct Seller's business as currently operated and conducted by Seller. The FCC Licenses are all the Commission authorizations held by Seller with respect to the Station, and are all the Commission authorizations used in or necessary for the lawful operation of the Station as currently operated by Seller. The FCC Licenses are in full force and effect, are subject to no conditions or restrictions other than those which appear on their face and are unimpaired by any acts or omissions of Seller, Seller's officers, employees

or agents. Seller has delivered true and complete copies of all FCC Licenses to Buyer. There is not pending or, to the Knowledge of Seller, threatened, any action by or before the Commission or any other Governmental Authority to revoke, cancel, rescind or modify any of the FCC Licenses (other than proceedings to amend Commission rules of general applicability or otherwise affecting the broadcast industry generally), and there is not now issued, outstanding or pending or, to the Knowledge of Seller, threatened, by or before the Commission or any other Governmental Authority, any order to show cause, notice of violation, notice of apparent liability, or notice of forfeiture or complaint against Seller or otherwise with respect to the Station. The Station is operating in material compliance with all FCC Licenses, the Communications Act of 1934, as amended (the "Communications Act"), and the current published rules, regulations and policies of the Commission. Seller has no knowledge of any facts relating to it that, under the Communications Act or the current published rules, regulations and policies of the Commission may cause the Commission to deny Commission renewal of the FCC Licenses or deny Commission consent to the Transaction.

6.6. EQUIPMENT. Seller has good and marketable title, both legal and equitable, to the Equipment. The Equipment, together with any improvements and additions thereto and replacements thereof less any retirements or other dispositions as permitted by this Agreement between the date hereof and the Closing Date, will, at Closing, be all the tangible personal property used or useful in the lawful operation of the Station as currently operated by Seller. Except as specifically indicated to the contrary in Appendix B, all Equipment is serviceable, in good operating condition (reasonable wear and tear excepted), and is not in imminent need of repair or replacement. All items of transmitting and studio equipment included in the Equipment (i) have been maintained in a manner consistent with generally accepted standards of good engineering practice and (ii) will permit the Station to operate in accordance with the terms of the FCC Licenses.

6.7. CONTRACTS. Seller has made available to Buyer or its representatives complete and correct copies of all Contracts on Appendix C hereto. Except for Sales Agreements, Trade Agreements and employment agreements with the Station's employees, Appendix C includes all the contracts, leases, and agreements to which Seller is a party and which Buyer has agreed to assume, other than those contracts that will be performed in full prior to the Closing, or by which Seller or the Station is or may be legally bound or affected which have been entered into in connection with the ownership or operation of the Station, other than those contracts that will be performed in full prior to the Closing. To the Knowledge of Seller, each Contract is in full force and effect and is unimpaired by any acts or omissions of Seller, Seller's employees or agents, or Seller's officers. Except as set forth on Appendix C, there has not occurred as to any Contract any event of default by Seller or any event that, with notice, the lapse of time or otherwise, could become an event of default by Seller. To the Knowledge of Seller, there has not occurred as to any Contract any default by any other party thereto or any event that, with notice, the lapse of time or otherwise, or at the election of any person other than Seller, could become an event of default by such party. Those Contracts whose stated duration extends beyond the Closing Date will, at Closing, to the Knowledge of Seller, be in full force and effect,

unimpaired by any acts or omissions of Seller, Seller's employees or agents, or Seller's officers. If any Contract requires the consent of any third party in order for Seller to assign that Contract to Buyer, Seller shall use reasonable efforts to obtain at its own expense such consent prior to Closing.

6.8. PROMOTIONAL RIGHTS. The Intellectual Property set forth on Appendix D includes all trademarks that Seller is transferring to Buyer, used to promote or identify the Station, provided that the Intellectual Property does not include the call sign WDRE. Except as set forth on Appendix D, the Intellectual Property is in good standing and uncontested by any third party. Except as set forth on Appendix D, to the Knowledge of Seller there is no infringement or unlawful or unauthorized use of those promotional rights, including the use of any slogan or logo by any broadcast or cable station in the Philadelphia metropolitan area that may be confusingly similar to those currently used by the Station. Except as set forth on Appendix D, to the Knowledge of Seller, the operations of the Station do not infringe, and no one has asserted to Seller that such operations infringe, any copyright, trademark, tradename, service mark or other similar right of any other party.

6.9. INSURANCE. Appendix G lists all insurance policies held by Seller with respect to the Purchased Assets and the business and operation of the Station. Such insurance policies are in full force and effect, all premiums with respect thereto are currently paid and Seller is in compliance with the terms thereof. Seller has not received any notice from any issuer of any such policies of its intention to cancel, terminate, or refuse to renew any policy issued by it. Seller will maintain the insurance policies listed on Appendix G in full force and effect through the Closing Date.

6.10. FINANCIAL STATEMENTS.

(a) Seller has furnished Buyer with unaudited Financial Statements for the calendar years 1993, 1994 and 1995 and the nine (9) month period ending September 30, 1996. The Financial Statements fairly present Seller's financial income, expenses, assets, liabilities, and the results of operations of the Station as of the dates and for the periods indicated. No event has occurred and, prior to Closing, no event will have occurred that would make such Financial Statement misleading in any material respect.

(b) Except as reflected in the balance sheets as of September 30, 1996, including the notes thereto and except for the current liabilities incurred in the ordinary course of business of the Station since September 30, 1996, there exist no material liabilities of Seller, contingent or absolute, matured or unmatured, known or unknown. Since September 30, 1996, (i) Seller has not incurred any obligation or liability (contingent or otherwise), except in the ordinary course of business and consistent with past business practices, (ii) there has not been any discharge or satisfaction of any obligation or liability owed to Seller which is not in the ordinary course of business or is inconsistent with past business practices, or (iii) there has not occurred any sale of or loss or material injury to the Purchased Assets except those non-material assets disposed of in the ordinary course of business. The balance sheets fairly present Seller's

financial position, assets, liabilities, and the results of operations of the Station as of the dates and for the periods indicated, subject to year end adjustments.

6.11. EMPLOYEES. Except as otherwise listed in Appendix H. (i) no employee of the Station is represented by a union or other collective bargaining unit, no application for recognition as a collective bargaining unit has been filed with the National Labor Relations Board, and, to the Knowledge of Seller, there has been no concerted effort to unionize any of the Station's employees and (ii) Seller has no other written employment agreement or arrangement with any Station employee, and no written agreement concerning bonus, termination, hospitalization or vacation. Included in Appendix H is a list of all persons currently employed at the Station together with an accurate description of the compensation for their respective employment as of the date of this Agreement. Seller will promptly advise Buyer of any changes that occur prior to Closing with respect to such information.

6.12. EMPLOYEE BENEFIT PLANS.

(a) Except as described in Appendix I, neither Seller nor any Affiliates (as defined below) have at any time established, sponsored, maintained, or made any contributions to, or been parties to any contract or other arrangement or been subject to any statute or rule requiring them to establish, maintain, sponsor, or make any contribution to, (i) any "employee pension benefit plan" (as defined in Section 3(2) of the Employee Retirement Income Security Act of 1974, as amended, and regulations thereunder (PERISH)) (pension Plans); (ii) any "employee welfare benefit plan" (as defined in Section 3(1) of ERISA) ("Welfare Plans); or (iii) any deferred compensation, bonus, stock option, stock purchase, or other employee benefit plan, agreement, commitment, or arrangement (bother Plans). Seller and the Affiliates have no obligations or liabilities (whether accrued, absolute, contingent, or unliquidated, whether or not known, and whether due or to become due) with respect to any "employee benefit plan" (as defined in Section 3(3) of ERISA), or Other Plan that is not listed in Appendix I. For purposes of this Section 6.12, the term "Affiliate" shall include all persons under common control with Seller within the meaning of Sections 4001(a)(14) or (b)(1) of ERISA or any regulations promulgated thereunder, or Sections 414(b), (c), (m) or (o) of the Internal Revenue Code of 1986, as amended (the Recodes).

(b) Each plan or arrangement listed in Appendix I (and any related trust or insurance contract pursuant to which benefits under such plans or arrangements are funded or paid) has been administered in all material respects in compliance with its terms and in both form and operation is in compliance with applicable provisions of ERISA, the Code, the Consolidated Omnibus Budget Reconciliation Act of 1986 and regulations thereunder, and other applicable law. Each Pension Plan listed in Appendic I has been determined by the Internal Revenue Service to be qualified under Section 401(a) and, if applicable, Section 401(k) of the Code, and nothing has occurred or been omitted since the date of the last such determination that resulted or could result in the revocation of such determination. Seller and the Affiliates have made all required contributions or payments to or under each plan or arrangement listed in Appendix I on a timely basis and have made adequate provision for reserves to meet

contributions and payments under such plans or arrangements that have not been made because they are not yet due.

(c) The consummation of this Agreement (and the employment by Buyer of former employees of Seller or any employees of an Affiliate) not result in any carryover liability to Buyer for taxes, penalties, interest or any other claims resulting from any employee benefit plan (as defined in Section 3(3) of ERISA) or Other Plan. In addition, Seller and each Affiliate make the following representations (i) as to all of their Pension Plans: (A) neither Seller nor any Affiliate has become liable to the PBGC under ERISA under which a lien could attach to the assets of Seller or an Affiliate; (B) Seller and each Affiliate has not ceased operations at a facility so as to become subject to the provisions of Section 4062(e) of ERISA; and (C) Seller and each Affiliate has not made a complete or partial withdrawal from a multiemployer plan (as defined in Section 3(37) of ERISA) so as to incur withdrawal liability as defined in Section 4201 of ERISA, and (ii) all group health plans maintained by the Seller and each Affiliate have been operated in material compliance with Section 4980B(f) of the Code.

(d) The parties agree that Buyer does not and will not assume the sponsorship of, or the responsibility for contributions to, or any liability in connection with, any Pension Plan, any Welfare Plan, or Other Plan maintained by Seller or an Affiliate for its employees, former employees, retirees, their beneficiaries or any other person. In addition and not as a limitation of the foregoing, the parties agree that Seller and such Affiliate shall be liable for any continuation coverage (including any penaldes, excise taxes or interest resulting from the failure to provide continuation coverage) required by Section 4980B of the Code due to qualifying events that occur after the Closing Date resulting Tom the Transaction contemplated by this Agreement.

6.13. ENVIRONMENTAL PROTECTION. Except as set forth on Appendix J. to the Knowledge of Seller (i) no Hazardous Substances have been treated, stored, used, released or disposed of on the Studio Site or Transmitter Site in any manner that would cause Buyer to incur materiel liability under any Environmental Laws; (ii) Seller is not liable for cleanup or response costs with respect to any present or past emission, discharge, or release of any Hazardous Substances; (iii) no Underground storage table (as that term is defined in regulations promulgated by the federal Environmental Protection Agency) is used in the operation of the Station or is located on the Studio Site or the Transmitter Site; (iv) there are no pending actions, suits, claims, legal proceedings or any other proceedings based on environmental conditions or noncompliance at the Studio Site or Transmitter Site, or any part thereof, or otherwise arising Tom Seller's activities involving Hazardous Substances; (v) there are no conditions, facilities, procedures or any other facts or circumstances at the Studio Site or Transmitter Site which constitute noncompliance with environmental laws or regulations; and (vi) there are no structures, improvements, equipment, activities, fixtures or facilities at the Studio Site or Transmitter Site which are constructed with, use or otherwise contain Hazardous Substances, including, but without limitation, asbestos or polychlorinated biphenyls.

6.14. COMPLIANCE WITH LAW. There is no outstanding complaint, citation, or notice issued by any Governmental Authority asserting that Seller is in violation of any material law, regulation, rule, ordinance, order, decree or other material requirement of any Governmental Authority (including any applicable statutes, ordinances or codes relating to zoning and land use, health and sanitation, environmental protection, occupational safety and the use of electric power) affecting the Purchased Assets or the business or operations of the Station, and Seller is in material compliance with all such laws, regulations, rules, ordinances, decrees, orders and requirements. Without limiting the foregoing:

(a) The Station's transmitting and studio equipment is in material respects operating in accordance with the terms and conditions of the FCC Licenses, all underlying construction permits, and the published rules, regulations, and policies of the Commission, including all requirements concerning equipment authorization and human exposure to radio frequency radiation.

(b) Seller has, in the conduct of the Station's business, materially complied with all applicable laws, rules and regulations relating to the employment of labor, including those concerning wages, hours, equal employment opportunity, collective bargaining, pension and welfare benefit plans, and the payment of Social Security and similar taxes, and Seller is not liable for any arrears of wages or any tax penalties due to any failure to comply with any of the foregoing.

(c) Seller's affirmative action program for the Station and Seller's other employment practices materially comply with the Commission's published rules, regulations and policies.

(d) All ownership reports, employment reports, tax returns and other material documents required to be filed by Seller with the Commission or other Governmental Authority have been fled; such reports and filings are accurate and complete in all material respects; such items as are required to be placed in the Stadon's local public inspection file have been placed in such file; all proofs of performance and measurements that are required to be made by Seller with respect to the Stadon's transmission facilities have been completed and filed at the Station; and all information contained in the foregoing documents is true, complete and accurate.

(e) Seller has paid to the Commission the regulatory fees due for the Station for the years 1994 96.

6.15. LITIGATION. Except for proceedings affecting radio broadcasters generally and except as set forth on Appendix K, there is no litigation, complaint, investigation, suit, claim, action or proceeding pending, or to the Knowledge of Seller, threatened before or by the Commission, any other Governmental Authority, or any arbitrator or other person or entity relating to the business or operations of the Station or to the Purchased Assets. Except as set forth on Appendix K, there is no other litigation, action, suit, complaint, claim, investigation or proceeding pending, or to the Knowledge of Seller, threatened that may give rise to any claim

against any of the Purchased Assets or adversely affect Seller's ability to consummate the Transaction as provided herein. To the Knowledge of Seller, Seller has not consulted with counsel concerning any facts that could reasonably result in any such proceedings.

6.16. INSOLVENCY PROCEEDINGS. No insolvency proceedings of any character, including bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, affecting Seller, the Station Assets or the Purchased Assets are pending or, to the Knowledge of Seller, threatened. Seller has not made an assignment for the benefit of creditors.

6.17. SALES AGREEMENTS. The Sales Agreements in existence on the date hereof have been entered into in the ordinary course of the Station's business, at rates consistent with Seller's usual past practices.

6.18. SUFFICIENCY OF ASSETS. The Purchased Assets are and, on the Closing Date will be, sufficient to conduct the operation and business of the Station in the manner in which it is currently being conducted.

6.19. RELATED PARTIES. Except as disclosed in Appendix L neither Seller nor any shareholder, officer or director of Seller has any interest whatsoever in any corporation, firm, partnership or other business enterprise which has had any business transactions with Seller relating to the Purchased Assets or the Station, and no shareholder of Seller has entered into any transactions with Seller relating to the Purchased Assets or the Station.

6.20. TAXES. The Seller has timely filed with all appropriate Governmental Authority all federal, state, commonwealth, local, and other tax or information returns and tax reports (including, but not limited to, all income tax, unemployment compensation, social security, payroll, sales and use, profit, excise, privilege, occupation, property, ad valorem, franchise, license, school and any other tax under the laws of the United States or of any state or any commonwealth or any municipal entity or of any political subdivision with valid taxing authority) due for all periods ended on or before the date hereof. Seller has paid in full all federal, state, commonwealth, foreign, local and other governmental taxes, estimated taxes, interest, penalties, assessments and deficiencies (collectively, Taxes) which have become due pursuant to such returns or without returns or pursuant to any assessments received by Seller. To the Knowledge of Seller, such returns and forms are true, correct and complete in all material respects, and to the Knowledge of Seller, Seller has w liability for any Taxa in excess of the Taxes shown on such returns. Seller is wit a party to any pending action or proceeding and, to the Knowledge of Seller, there is w action or proceeding threatened by any Governmental Authority against Seller for assessment or collection of any Taxes, and no unresolved claim for assessment or collection of any Taxes has been asserted against Seller.

6.21. NO MISLEADING STATEMENTS. No provision of this Agreement relating to Seller, the Station or the Purchased Assets or any other document, Appendix, Exhibit or other information furnished by Seller to Buyer in connection with the execution, delivery and

performance of this Agreement, or the consummation of the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact required to be stated in order to make the statement, in light of the circumstances in which it is made, not misleading. All Exhibits and Appendices attached hereto are materially accurate and complete as of the date hereof. Seller, prior to Closing, shall update the Appendices to assure their continued accuracy and shall advise Buyer upon receipt of any notice, document or occurrence of an event that would make any representation or warranty contained in this Section 6 untrue.

7. BUYER'S REPRESENTATIONS. WARRANTIES AND COVENANTS. Buyer hereby makes to and for the benefit of Seller, the following representations, warranties and covenants:

7.1. EXISTENCE AND POWER. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, with full corporate power and authority to assume and perform this Agreement.

7.2. BINDING EFFECT. The execution, delivery and performance by Buyer of this Agreement, and each other document, agreement and instrument to be executed and delivered by Buyer in connection with this Agreement (collectively, the "Buyer Documents~) has been or will be duly authorized by all necessary corporate action, and copies of those authorizing resolutions, certified by Buyer's Secretary shall be delivered to Seller at Closing. No other corporate action by Buyer is required for Buyer's execution, delivery and performance of this Agreement or any of the Buyer Documents. This Agreement has been, and each of the Buyer Documents will be, duly and validly executed and delivered by Buyer to Seller and constitutes a legal, valid and binding obligation of Buyer, enforceable in accordance with its terms, subject to bankruptcy, reorganization, fraudulent conveyance, insolvency, moratorium and similar laws relating to or affecting creditors' and other obligees' rights generally and the exercise of judicial discretion in accordance with general equitable principles.

7.3. NO VIOLATION. None of (i) the execution, delivery and performance by Buyer of this Agreement or any of the Buyer Documents, (ii) the consummation of the Transaction, or (iii) Buyer's compliance with the terms and conditions hereof will, with or without the giving of notice or the lapse of time or both, conflict with, breach the terms or conditions of, constitute . a default under, or violate (x) Buyer's articles of incorporation or by-laws or (y) any judgment, decree, order, consent agreement, lease or other instrument to which Buyer is a party or by which Buyer is legally bound.

7.4. LITIGATION. There is no litigation, action, suit, complaint, proceeding or investigation, pending or, to the Knowledge of Buyer, threatened that may adversely affect Buyer's ability to consummate the Transaction as provided herein. Buyer is not aware of any facts that could reasonably result in any such proceedings.

7.5. LICENSEE QUALIFICATIONS. To the Knowledge of Buyer, after consultation with counsel familiar with the published rules, regulations and policies of the Commission, there is no fact that would, under the published rules, regulations and policies of the Commission, or the Communications Act disqualify Buyer from being the assignee of the FCC Licenses or the owner and operator of the Station. Should Buyer become aware of any such fact, it will so inform Seller, and Buyer will use reasonable efforts to remove any such disqualification. Buyer will not take any action that Buyer knows, or has reason to believe, would result in such disqualification.

7.6. FINANCIAL QUALIFICATIONS. At Closing, Buyer will have sufficient funds on hand or from committed sources to pay the Purchase Price.

7.7. NO MISLEADING STATEMENTS. No provision of this Agreement relating to Buyer or other information furnished by Buyer to Seller in connection with the execution, delivery and performance of this Agreement, or the consummation of the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact required to be stated in order to make the statement, in light of the circumstances in which it is made, not misleading.

8. PRE-CLOSING OBLIGATIONS. The parties covenant and agree as follows with respect to the period prior to Closing:

8.1. APPLICATION FOR COMMISSION CONSENT. Within five (5) business days from the date of this Agreement, Seller and Buyer shall join in and file the Assignment Application, and they shall diligently take all steps necessary or desirable and proper expeditiously to prosecute the Assignment Application and to obtain the Commission's determination that grant of the Assignment Application will serve the public interest, convenience and necessity. Each party shall promptly provide the other with a copy of any pleading, order or other document sewed on the other relating to the Assignment Application. In the event that Closing occurs prior to a Final Order, then each party's obligations hereunder shall survive the Closing.

8.2. ACCESS. Between the date hereof and the Closing Date, Seller shall give Buyer and representatives of Buyer reasonable access to the Purchased Assets, the Station, the employees of Seller and the Station and the books and records of Seller relating to the business and operations of the Station; provided, that, Buyer shall provide Seller with at least three (3) business days advance notice of: (i) the names of those employees who Buyer intends to contact and (ii) the dates-of Buyer's visits to the Station's studio; provided that such contacts and visits will be made in a manner that is not disruptive to the Station's operations. During such visits Seller will cooperate with Buyer in meeting with employees. It is expressly understood that, pursuant to this Section, Buyer, at its expense, shall be entitled to conduct such engineering inspections of the Station, such environmental assessments and surveys of the Studio Site and the Transmitter Site (subject to the landlord's prior approval, which Seller will cooperate in obtaining, and provided Buyer restores such sites after such assessments), and such reviews of the Station's financial records as Buyer may desire, so long as the same do not unreasonably

interfere with Seller's operation of the Station. No inspection or investigation made by or on behalf of Buyer, or Buyer's failure to make any inspection or investigation, shall affect Seller's representations, warranties and covenants hereunder or be deemed to constitute a waiver of any of those representations, warranties and covenants.

8.3. OPERATIONS PRIOR TO CLOSING. Between the date of this Agreement and the Closing Date and subject to any Time Brokerage Agreement entered into by the parties:

(a) Seller shall operate the Station in a manner consistent with Seller's and the Station's past practice and in material compliance with all applicable laws, regulations, rules, decrees, ordinances, orders and requirements of the Commission and all other Governmental Authority. Seller shall promptly notify Buyer of any actions or proceedings that from the date hereof are commenced against Seller or the Station or, to the Knowledge of Seller, against any officer, director, employee, consultant, agent or other representative of Seller with respect to the business of the Station or the Purchased Assets.

(b) Seller shall: (i) use the Purchased Assets only for the operation of the Station; (ii) maintain the Purchased Assets in substantially their present condition (reasonable wear and tear in normal use and damage due to unavoidable casualty excepted); (iii) replace and/or repair the Purchased Assets as necessary in the ordinary course of business; (iv) maintain all inventories of supplies, tubes and spare parts at levels at least equivalent to those existing on the date of this Agreement; and (v) promptly give Buyer written notice of any materially adverse developments with respect to the Purchased Assets or the business or operations of the Station.

(c) Seller shall maintain the Station's Business Records in the usual, regular and ordinary manner, on a basis consistent with prior periods.

(d) Seller shall not: (i) sell, lease, encumber or otherwise dispose of any Purchased Assets or any interest therein except in the ordinary course of business and only if any Purchased Asset disposed of is replaced by property of like or better value, quality and utility prior to Closing; (ii) cancel, terminate, modify, amend or renew any of the Contracts without Buyer's express prior written consent except in accordance with the terms of such Contracts; (iii) increase the compensation payable or to become payable to any employee of the Station except in the ordinary course of business; or (iv) except to the extent expressly permitted in Section 2.1(c), enter into any Contract or other agreement (other than Sales Agreements), undertaking or obligation or assume any liability that may impose any obligation on Buyer after Closing and which is not subject to termination upon thirty (30) days notice, whether Seller is acting within or outside of the ordinary course of the Station's business, without Buyer's prior written consent.

(e) Seller and the Station will enter into Sales Agreements only in the ordinary course of the Station's business, at rates consistent with Seller's usual past practices.

(f) Seller and the Station will enter into Trade Agreements only in the ordinary course of the Station's business and only if such Trade Agreements (i) are immediately preemptible for cash time sales trade; (ii) require the provision of air time only on a "run of schedule" basis; and (iii) provide for goods and services used in the operation of the Station.

(g) Seller shall use reasonable efforts to preserve the operations, organization and reputation of the Station intact, by continuing to make expenditures and engage in activities designed to promote the Station and encourage the purchase of advertising time on the Station in a manner consistent with Seller's past practices. Seller shall use reasonable efforts in accordance with past practice to preserve the goodwill and business of the Station's advertisers, suppliers and others having business relations with the Station, and continue to conduct financial operations of the Station, including credit and collection policies, with no less effort as in the prior conduct of the business of the Station.

(h) Seller shall furnish Buyer with monthly financial statements that are in a form consistent with what has been previously provided to Buyer within thirty (30) days after the end of each calendar month, and with such additional data concerning the Station's financial condition as are prepared by Seller in the ordinary course of business and requested by Buyer.

(i) Seller shall not issue, sell or deliver any shares of stock of Seller that would result in a transfer of control under the Communications Act.

8.4. DAMAGE.

(a) RISK OF LOSS . The risk of loss or damage, confiscation or condemnation of the Purchased Assets shall be borne by Seller at all times prior to Closing. In the event of material loss or damage, Seller shall promptly notify Buyer thereof and use its reasonable efforts to repair, replace or restore the lost or damaged property to its former condition as soon as possible. If the cost of repairing, replacing or restoring any lost or damaged property is Twenty Thousand Dollars ($20,000) or less, and Seller has not repaired, replaced or restored such property prior to the Closing Date, Closing shall occur as scheduled and Buyer may deduct from the Purchase Price paid at Closing the amount necessary to restore the lost or damaged property to its former condition or replace it, whichever is less. If the cost to repair, replace, or restore the lost or damaged property exceeds Twenty Thousands Dollars ($20,000), and Seller has not repaired, replaced or restored such property prior to the Closing Date but is making reasonable and diligent efforts to complete such repair, replacement or restoration, then, in that event the Closing, with prior consent of the Commission if necessary, shall be postponed for such reasonable period of time (not to exceed ninety (90) days) as is necessary for Seller to repair, replace or restore the lost or damaged property to its former condition or replace it, whichever is less. In the event that the repair, replacement or restoration is not completed within that period of postponement, then the Closing shall proceed and Buyer may deduct from the Purchase Price paid at Closing the amount necessary to restore the lost or damaged property to its former condition, in which event Seller shall be entitled to all proceeds under any applicable insurance policies with respect to such claim; provided, that, if, after the expiration of the period of

postponement the lost or damaged property has not been repaired, replaced or restored in a manner that would permit operation of the Station with at least eighty percent (80%) of its licensed effective radiated power, Buyer may terminate this Agreement, in which event the Escrow Deposit and all interest earned thereon shall be returned to Buyer and the parties shall be released and discharged from any further obligation hereunder.

(b) FAILURE OF BROADCAST TRANSMISSIONS. Seller shall give prompt written notice to Buyer if any of the following (a "Specified Event") shall occur and continue for a period of more than four (4) hours: (i) the transmission of the regular broadcast programming of the Station in the normal and usual manner is interrupted or discontinued; or (ii) the Station is operated at less than its licensed antenna height above average terrain or at less than eighty percent (80%) of its licensed effective radiated power. If, prior to Closing, the Station has not operated at its licensed operating parameters for more than forty-eight (48) hours (or, in the event of force majeure or utility failure affecting generally the market served by the Station, ninety-six (96) hours), whether or not consecutive, during any period of thirty (30) consecutive days, or if there are three (3) or more Specified Events each lasting more than four (4) consecutive hours, then Buyer may, at its option: (i) terminate this Agreement, or (ii) proceed in the manner set forth in Paragraph 8.4(a). In the event of termination of this Agreement by Buyer pursuant to this Section, the Escrow Deposit together with all interest accrued thereon shall be returned to Buyer and the parties shall be released and discharged from any further obligation hereunder.

(c) RESOLUTION OF DISAGREEMENTS. If the parties are unable to agree upon the extent of any loss or damage, the cost to repair, replace or restore any lost or damaged property, the adequacy of any repair, replacement, or restoration of any lost or damaged property, or any other matter arising under this Section, the disagreement shall be referred promptly to a qualified consulting communications engineer mutually acceptable to Seller and Buyer who is a member of the Association of Federal Communications Consulting Engineers, whose decision shall be final, and whose fees and expenses shall be paid one-half each by Seller and Buyer.

8.5. ADMINISTRATIVE VIOLATIONS. If Seller receives any finding, order, complaint, citation or notice prior to Closing which states that any aspect of the Station's operation violates or may violate any rule, regulation or order of the Commission or of any other Governmental Authority (an "Administrative Violation"), including, any rule, regulation or order concerning environmental protection, the employment of labor or equal employment opportunity, Seller shall promptly notify Buyer of the Administrative Violation, use reasonable efforts to remove or correct the Administrative Violation, and be responsible prior to Closing for the payment of all costs associated therewith, including any fines or back pay that may be assessed.

8.6. BULK SALES ACT. Seller shall be responsible for compliance with the provisions of any bulk sales statute applicable to the Transaction, and shall indemnify and hold Buyer harmless from and against any claims, actions, liabilities and all costs and expenses, including reasonable legal fees, incurred or suffered by Buyer as a result of the failure to comply with any such statute.

8.7. CONTROL OF STATION. The Transaction shall not be consummated until after the Commission has given its written consent thereto and between the date of this Agreement and the Closing Date, Seller shall control, supervise and direct the operation of the Station.

8.8. AUDIT. Between the date hereof and the Closing Date, Seller, its shareholders, officers, directors and employees shall cooperate and Seller shall cause its independent accounting firm to cooperate with Buyer for the purpose of preparing, at Buyer's sole expense, audited Financial Statements. Such cooperation shall include, but not be limited to, Buyer's access to and use of information relied upon by the Seller's independent accounting firm in preparing the unaudited Financial Statements.

8.9. TIME BROKERAGE AND OPERATING AGREEMENT. After execution of this Agreement, Seller and Buyer shall cooperate in good faith and use reasonable efforts to enter into a Time Brokerage Agreement ("TBA") that would be effective at Buyer's option on or after January 1, 1997, and would permit Buyer to program up to 24 hours per day, 7 days per week of the Station's programming subject to Seller's obligation to provide programming responsive to the community's needs. Such agreement would contain terms and conditions standard in the broadcasting industry for these types of arrangements including Buyer's obligation to reimburse Seller for all operating expenses of the Station. Buyer would pay to Seller the sum of Fifty Thousand Dollars ($50,000) for the months of January and February, Seventy Five Thousand Dollars ($75,000) for the month of March and One Hundred Thousand Dollars ($100,000) for each month thereafter. Seller's obligation to enter into the TBA is subject to Buyer providing evidence satisfactory to Seller of a financing commitment from a duly qualified institution agreeing to provide Buyer with sufficient monies to pay the Purchase Price at Closing.

8.10. CLOSING OBLIGATIONS. Seller and Buyer shall make commercially reasonable efforts to satisfy the conditions precedent to Closing.

9. STATUS OF EMPLOYEES.

9.1. EMPLOYMENT RELATIONSHIP. All Station employees shall be and remain Seller's employees, with Seller having full authority and control over their actions, and Buyer shall not assume the status of an employer or a joint employer of, or incur or be subject to any liability or obligation of an employer with respect to, any such employees unless and until actually hired by Buyer. Seller shall be solely responsible for any and all liabilities and obligations Seller may have to its employees, including, compensation, severance pay and accrued vacation time and sick leave. Seller shall be solely responsible for any and all liabilities, penalties, fines or other sanctions that may be assessed or otherwise due under such laws on account of the Transaction and the dismissal or termination of any of Seller's employees.

9.2. BUYER'S RIGHT TO EMPLOY. Seller consents to Buyer discussing with the Station's employees, at any time after five (5) days from the execution of this Agreement the possibility of their employment by Buyer; provided, that, Buyer shall provide three (3) business days' advance notice to Seller of the names of those employees who Buyer intends to contact. Seller

agrees and acknowledges, however, that Buyer is under no obligation to offer employment to any of those employees. Buyer has no obligation to assume the contract between Seller and the current Program Director. Should Buyer agree to assume the existing contract of the Station's Program Director, that shall not preclude Seller from hiring the Program Director as a consultant with respect to broadcast stations located outside the greater Philadelphia market.

10. CONDITIONS PRECEDENT.

10.1. MUTUAL CONDITIONS. The respective obligations of both Buyer and Seller to consummate the Transaction are subject to the satisfaction of each of the following conditions:

(a) APPROVAL OF ASSIGNMENT APPLICATION. The Commission shall have granted the Assignment Application, and such grant shall be in full force and effect on the Closing Date.

(b) ABSENCE OF LITIGATION. As of the Closing Date, no litigation, action, suit or proceeding enjoining, restraining or prohibiting the consummation of the Transaction shall be pending before any court, the Commission or any other Governmental Authority or arbitrator; provided, however, that this Paragraph may not be invoked by a party if any such litigation, action, suit or proceeding was solicited or encouraged by, or instituted as a result of any act or omission of, such party.

(c) HART-SCOTT-RODINO. If required by this Transaction, all applicable waiting periods under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, shall have expired.

(d) NONCOMPETITION AGREEMENT. Ronald J. Morey, Jed Morey, and Buyer shall have executed and delivered a Noncompetition Agreement, dated the Closing Date, in the form attached hereto as Exhibit 2.

10.2. ADDITIONAL CONDITIONS TO BUYER'S OBLIGATION.

In addition to the satisfaction of the mutual conditions contained in Section 10.1, the obligation of Buyer to consummate the Transaction is subject, at Buyer's option, to the satisfaction or waiver by Buyer of each of the following conditions:

(a) REPRESENTATIONS AND WARRANTIES. The representations and warranties of Seller to Buyer shall be true, complete, and correct in all material respects as of the Closing Date with the same force and effect as if then made.

(b) COMPLIANCE WITH CONDITIONS. All of the terms, conditions and covenants to be complied with or performed by Seller on or before the Closing Date under this Agreement and the Seller Documents shall have been duly complied with and performed in all material respects.

(c) DISCHARGE OF LIENS. Buyer shall have obtained at Buyer's expense, at least 10 days prior to Closing, a report prepared by C.T. Corporation System (or similar firm reasonably acceptable to Buyer) showing the results of searches of lien, tax, judgment and litigation records, demonstrating that the Purchased Assets are being conveyed to Buyer free and clear of all liens, security interests and encumbrances except as expressly permitted by this Agreement, otherwise consented to by Buyer in writing or to be discharged at Closing. The record searches shall have taken place no more than 15 days prior to the Closing Date.

(d) THIRD-PARTY CONSENTS. Seller shall have obtained (i) all required third-party consents to Buyer's assumption of the Material Contracts, such that Buyer will, after Closing, enjoy all the rights and privileges of Seller under the Material Contracts subject only to the same obligations as are binding on Seller pursuant to the Material Contracts' current terms; and (ii) all other requisite third-party consents and approvals which may be necessary to consummate the Transaction.

(e) ESTOPPEL CERTIFICATES. At Closing, Seller shall deliver to Buyer a certificate executed by the other party to each Material Contract, including the landlord under the leases for the Studio Site and the Transmitter Site, dated no more than 15 days prior to the Closing Date, stating (i) that such Contract is in full force and effect and has not been amended or modified; (ii) the date to which all rent and/or other payments due thereunder have been paid; and (iii) that Seller is not in breach or default under such Material Contract. Seller shall use reasonable efforts to include in the Estoppel Certificate a Statement that no event has occurred that, with notice or the passage of time or both, would constitute a breach or default thereunder by Seller.

(f) OPINION OF SELLER'S COUNSEL. At Closing, Seller shall deliver to Buyer the written opinion or opinions of Seller's counsel, dated the Closing Date, in scope and form satisfactory to Buyer, to the following effect:

(1) Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Pennsylvania, with all requisite corporate power and authority to enter into and perform this Agreement.

(2) This Agreement has been duly executed and delivered by Seller and such action has been duly authorized by all necessary corporate action. This Agreement constitutes the legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its terms subject to bankruptcy, reorganization, fraudulent conveyance, insolvency, moratorium and similar laws relating to or affecting creditors' and other obligees' rights generally and the exercise of judicial discretion in accordance with general equitable principles.

(3) None of (i) the execution and delivery of this Agreement, (ii) the consummation of the Transaction, or (iii) compliance with the terms and conditions of this Agreement will, with or without the giving of notice or lapse of time or both, conflict with,

breach the terms and conditions of, constitute a default under, or violate Seller's articles of incorporation or bylaws, or to counsel's knowledge, any judgment, decree, or order, by which Seller, the Station or any of the Seller's assets, including the Purchased Assets, may be bound or affected, as to which counsel is representing or advising Seller.

(4) To counsel's knowledge, counsel is not representing or advising Seller as to any pending or threatened suit, action, claim or proceeding that questions or may affect the validity of any action to be taken by Seller pursuant to this Agreement or that seeks to enjoin, restrain or prohibit Seller from carrying out the Transaction.

(5) To counsel's knowledge, counsel is not representing or advising Seller as to any outstanding judgment, or any pending or threatened suit, action, claim or proceeding (other than proceedings affecting radio broadcasters generally) that could reasonably be expected to have an adverse effect upon the Purchased Assets or upon the business or operations of the Station after Closing.

(6) Seller is the authorized legal holder of the FCC Licenses, the FCC Licenses are in full force and effect, and the FCC Licenses are not the subject of any pending license renewal application. The FCC Licenses set forth on Appendix A constitute all FCC licenses and authorizations issued in connection with the operation of the Station. There are no applications pending before the Commission with respect to the Station.

(7) The Commission has consented to the assignment of the FCC Licenses to Buyer and that consent has become a Final Order, unless the requirement for a Final Order is waived by Buyer.

(8) To the best of such Counsel's knowledge, there is no Commission investigation, notice of apparent liability or order of forfeiture, pending or outstanding against the Station, or any complaint, petition to deny or proceeding against or involving the Station pending before the Commission.

The foregoing opinions shall be for the benefit of and may be relied on by Buyer and Buyer's lenders (identified at Closing). In rendering such opinions, Seller's counsel may rely upon such corporate records of Seller, such certificates of public officials and officers of Seller and such other documents or assumptions as may be deemed appropriate or necessary. Any opinion concerning the enforceability of this Agreement may be based on the laws of the District of Columbia applicable to transactions in that jurisdiction.

(g) FINAL ORDER. The Commission's action granting the Assignment Application shall have become a Final Order.

(h) CLOSING DOCUMENTS. At the Closing Seller shall deliver to Buyer (i) such assignments, bills of sale and other instruments of conveyance as are necessary to vest in Buyer title to the Purchased Assets, all of which documents shall be dated as of the Closing Date, duly

executed by Seller and in form reasonably acceptable to Buyer; (ii) a certificate, dated the Closing Date, executed by Seller's President certifying as to those matters set forth in Section 10.2(a) and (b); and (iii) copies of Seller's corporate resolutions authorizing the Transaction, each certified as to accuracy and completeness by Seller's Secretary.

10.3. ADDITIONAL CONDITIONS TO SELLER'S OBLIGATION. In addition to satisfaction of the mutual conditions contained in Section 10.1, the obligation of Seller to consummate the Transaction is subject, at Seller's option, to the satisfaction or waiver by Seller of each of the following conditions:

(a) REPRESENTATIONS AND WARRANTIES. The representations and warranties of Buyer to Seller shall be true, complete and correct in all material respects as of the Closing Date with the same force and effect as if then made.

(b) COMPLIANCE WITH CONDITIONS. All of the terms, conditions and covenants to be complied with or performed by Buyer on or before the Closing Date under this Agreement shall have been duly complied with and performed in all material respects.

(c) OPINION OF BUYER'S COUNSEL. At Closing, Buyer shall deliver to Seller the written opinion of Buyer's counsel, dated the Closing Date, in scope and form reasonably satisfactory to Seller, to the following effect:

(1) Buyer is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware, with all requisite corporate power and authority to enter into and perform this Agreement.

(2) This Agreement has been duly executed by Buyer, and such action has been duly authorized by all necessary corporate action. This Agreement constitutes the legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, subject to bankruptcy, reorganization, fraudulent conveyance, insolvency, moratorium, and similar laws relating to or affecting creditors' and other obligees' rights generally and the exercise of judicial discretion in accordance with general equitable principles.

(3) None of (i) the execution and delivery of this Agreement, (ii) the consummation of the Transaction, or (iii) compliance with the terms and conditions of this Agreement will, with or without the giving of notice, lapse of time or both, conflict with, breach the terms and conditions of, constitute a default under or violate Buyer's articles of incorporation or by-laws, or to counsel's knowledge, any judgment, decree or order to which Buyer is a party or by which Buyer may be bound and as to which counsel is representing or advising Buyer.

(4) To the knowledge of counsel, counsel is not representing or advising Buyer as to any pending or threatened suit, action or proceeding that questions or may affect the validity of any action to be taken by Buyer pursuant to this Agreement, or that seeks to enjoin, restrain or prohibit Buyer from carrying out the Transaction.

The foregoing opinions shall be for the benefit of and may be relied on by Seller. In rendering such opinions, Buyer's counsel may rely upon such corporate records of Buyer, such certificates of public officials and officers of Buyer and such other documents or assumptions as may be deemed appropriate or necessary. Any opinion concerning the enforceability of this Agreement may be based on the laws of the District of Columbia applicable to transactions in that jurisdiction.

(d) ASSUMPTION OF LIABILITIES. Buyer shall assume and agree to pay, perform and discharge Seller's obligations under the Contracts, Sales Agreements and Trade Agreements to the extent Buyer has expressly agreed to assume such obligations pursuant to Section 4.4.

(e) PAYMENT. Buyer shall pay Seller the portion of the Purchase Price due at Closing, as provided in Section 4.2.

(f) CLOSING DOCUMENTS. Buyer shall deliver to Seller at the Closing (i) copies of Buyer's corporate resolutions authorizing the Transaction certified as to accuracy and completeness by Buyer's Secretary; and (ii) a certificate, dated the Closing Date, executed by Buyer's President certifying as to those matters set forth in Section 10.3(a) and (b).

11. CLOSING. The Closing Date shall be the tenth day after the date on which the Commission grant of the Assignment Application becomes a Final Order, or, at Buyer's option, if finality is waived, within fifteen (15) days after grant of the Assignment Application or such other time as Seller and Buyer shall mutually agree. Closing shall take place at 10:00 a.m. on the Closing Date at the offices of Buyer's counsel, Roberts & Eckard, P.C., 1150 Connecticut Avenue, N.W., Suite 1100, Washington D.C. 20036.

12. PRORATIONS.

12.1. APPORTIONMENT OF EXPENSES. Seller shall be responsible for all expenses arising out of the business of the Station until 11:59 p.m. on the Closing Date, and Buyer shall be responsible for all expenses arising out of the business of the Station after 11:59 p.m. on the Closing Date to the extent such expenses relate to liabilities assumed by Buyer pursuant to Section 4.4. All overlapping expenses shall be prorated or reimbursed, as the case may be, as of 11:59 p.m. on the Closing Date.

12.2. DETERMINATION AND PAYMENT. Prorations shall be made, insofar as feasible, at Closing and shall be paid by way of adjustment to the Purchase Price. As to the prorations that cannot be made at Closing, the parties shall, within ninety (90) days after the Closing Date, make and pay all such prorations. If the parties are unable to agree upon all such prorations prior to the expiration of that 90-day period, then any disputed items shall be referred to a firm of independent certified public accountants, mutually acceptable to Seller and Buyer, whose decision shall be final, and whose fees and expenses shall be allocated between and paid by Seller and Buyer, respectively, to the extent that such party does not prevail on the disputed matters decided by the accountants.

13. POST-CLOSING OBLIGATIONS. The parties covenant and agree as follows with respect to the period subsequent to Closing:

13.1. COLLECTION OF ACCOUNTS RECEIVABLE. At Closing, Seller shall assign to Buyer, for purposes of collection only, all of the Accounts Receivable that are outstanding and unpaid on the Closing Date, except for those Accounts Receivable which Seller has instituted litigation to collect as of the date of this Agreement and which are identified on Appendix K. Buyer shall use such efforts as are reasonable and in the ordinary course of business to those Accounts Receivable for a period of one hundred eighty (180) days following the Closing Date (the "Collection Period"). This obligation, however, shall not extend to the institution of litigation, employment of counsel or any other extraordinary means of collection. So long as those Accounts Receivable are in Buyer's possession, neither Seller nor its agents shall make any solicitation of them for collection purposes or institute litigation for the collection of any amounts due thereunder. All payments received by Buyer during the Collection Period from any person obligated with respect to any Accounts Receivable shall be applied first to Seller's account, and only after full satisfaction thereof, to Buyer's account; provided, however, that if the customer instructs Buyer to apply such payment to amounts owed by such customer to Buyer, then that account shall be deemed a contested account governed by the following sentence. If, during the Collection Period, any account debtor contests the validity of its obligation with respect to any Account Receivable, then Buyer shall return that Account Receivable to Seller after which Seller shall be solely responsible for the collection thereof. Buyer shall not have the right to compromise, settle, or adjust the amounts of any of the Accounts Receivable without Seller's prior written consent. Forty five (45) days after the Closing Date and then on the fifteenth (l5th) day after the close of each preceding month, Buyer shall furnish Seller with a list of Accounts Receivable collected during the applicable period accompanied by a payment equal to the amount of such collections, less any salesperson's, agency, and representative commissions applicable thereto that are deducted and paid by Buyer from the proceeds of such collections. Any Accounts Receivable that are not collected during the Collection Period shall be reassigned to Seller after which Buyer shall have no further obligation to Seller with respect to the Accounts Receivable; provided, however, that all funds subsequently received by Buyer (without time limitation) that can be specifically identified, whether by accompanying invoice or otherwise, as a payment on the Accounts Receivable shall be paid over or forwarded to Seller.

13.2. INDEMNIFICATION.

(a) BUYER'S RIGHT TO INDEMNIFICATION. Seller hereby indemnifies and holds Buyer and its assigns harmless from and against (i) any breach, misrepresentation, or violation of any of Seller's representations, warranties, covenants, or other obligations contained in this Agreement or in any Seller Document; (ii) all obligations and liabilities of Seller and/or the Station not expressly assumed by Buyer pursuant to Section 4.4; and (iii) all claims by third parties against Buyer attributable to the operation of the Station and/or the use or ownership of the Purchased Assets prior to Closing. This indemnity is intended by Seller to cover all actions, suits, proceedings, claims, demands, assessments, adjustments, interest, penalties, costs and

expenses (including, reasonable fees and expenses of counsel), whether suit is instituted or not and, if instituted, whether at the trial or appellate level, with respect to any and all of the specific matters set forth in this indemnity.

(b) SELLER'S RIGHT TO INDEMNIFICATION. Buyer hereby indemnifies and holds Seller and its assigns harmless from and against (i) any breach, misrepresentation or violation of any of Buyer's representations, warranties, covenants or obligations contained in this Agreement; (ii) all obligations and liabilities expressly assumed by Buyer hereunder pursuant to Section 4.4; and (iii) all claims by third parties against Seller attributable to Buyer's operation of the Station after Closing. This indemnity is intended by Buyer to cover all actions, suits, proceedings, claims, demands, assessments, adjustments, interest, penalties, costs and expenses (including reasonable fees and expenses of counsel), whether suit is instituted or not and, if instituted, whether at the trial or appellate level, with respect to any and all of the specific matters set forth in this indemnity.

(c) PROCEDURE FOR INDEMNIFICATION. The procedure for indemnification shall be as follows:

(1) The party claiming indemnification (the "Claimant") shall give written notice to the party from which indemnification is sought (the "Indemnitor") promptly after the Claimant learns of any claim or proceeding covered by the foregoing agreements to indemnify and hold harmless. Failure to provide prompt notice shall not be deemed to jeopardize Claimant's right to demand indemnification, provided, that, Indemnitor is not prejudiced by the delay in receiving notice.

(2) With respect to claims between the parties, following receipt of notice from the Claimant of a claim, the Indemnitor shall have 15 days to make any investigation of the claim that the Indemnitor deems necessary or desirable, or such lesser time if a 15-day period would jeopardize any rights of Claimant to oppose or protest the claim. For the purpose of this investigation, the Claimant agrees to make available to the Indemnitor and its authorized representatives the information relied upon by the Claimant to substantiate the claim. If the Claimant and the Indemnitor cannot agree as to the validity and amount of the claim within the l5-day period, or lesser period if required by this Section (or any mutually agreed upon extension hereof) the Claimant may seek appropriate legal remedies.

(3) The Indemnitor shall have the right to undertake, by counsel or other representatives of its own choosing, the defense of such claim, provided, that, Indemnitor acknowledges in writing to Claimant that Indemnitor would assume responsibility for and demonstrates its financial ability to satisfy the claim should the party asserting the claim prevail. In the event that the Indemnitor shall not satisfy the requirements of the preceding sentence or shall elect not to undertake such defense, or within 15 days after notice of any such claim from the Claimant shall fail to defend, the Claimant shall have the right to undertake the defense, compromise or settlement of such claim, by counsel or other representatives of its own choosing, on behalf of and for the account and risk of the Indemnitor. Anything in this Section 13.2(c)(3)

to the contrary notwithstanding, (i) if there is a reasonable probability that a claim may materially and adversely affect the Claimant other than as a result of money damages or other money payments, the Claimant shall have the right, at its own cost and expense, to participate in the defense, compromise or settlement of the claim, (ii) the Indemnitor shall not, without the Claimant's written consent, settle or compromise any claim or consent to entry of any judgment which does not include as an unconditional term thereof the giving by the plaintiff to the Claimant of a release from all liability in respect of such claim, and (iii) in the event that the Indemnitor undertakes defense of any claim consistent with this Section, the Claimant, by counsel or other representative of its own choosing and at its sole cost and expense, shall have the right to consult with the Indemnitor and its counsel or other representatives concerning such claim and the Indemnitor and the Claimant and their respective counsel or other representatives shall cooperate with respect to such claim.

(d) ASSIGNMENT OF CLAIMS. If any payment is made pursuant to this Section 13.2, the Indemnitor shall be subrogated to the extent of such payment to all of the rights of recovery of Claimant, and Claimant shall assign to Indemnitor, for its use and benefit, any and all claims, causes of actions, and demands of whatever kind and nature that Claimant may have against the person, firm, corporation or entity giving rise to the loss for which payment was made. Claimant agrees to reasonably cooperate in any efforts by Indemnitor to recover such loss from any person, firm, corporation or entity.

(e) INDEMNIFICATION SOLE REMEDY. The right to indemnification provided for in this Section shall be the exclusive remedy of either party after Closing in connection with any breach by the other party of its representations, warranties, covenants or other obligations hereunder

(f) DE MINIMS AMOUNT. Neither party shall be liable to the other for indemnification hereunder, exclusive of indemnification for liabilities retained by Seller or assumed by Buyer, until such amount claimed exceeds One Hundred Thousand Dollars ($100,000) in the aggregate and then from the first dollar thereof.

13.3. LIABILITIES. Following the Closing Date, Seller shall pay promptly when due all of the debts and liabilities of Seller relating to the Station, other than liabilities specifically assumed by Buyer hereunder. Promptly shall be defined as no later than thirty (30) days after the due date.

14. DEFAULT AND REMEDIES.

14.1. OPPORTUNITY TO CURE. Except as provided in Section 8.4(a), if either party believes the other to be in breach hereunder, the former party shall provide the other with written notice specifying in reasonable detail the nature of such breach. If the breach has not been cured by the earlier of: (i) the Closing Date, or (ii) within 10 days after delivery of that notice (or such additional reasonable time as the circumstances may warrant provided the party in breach undertakes diligent, good faith efforts to cure the breach within such 10 day period

and continues such efforts thereafter), then the party giving such notice may consider the other party to be in default and exercise the remedies available to such party pursuant to this Section, subject to the right of the other party to contest the alleged breach through appropriate proceedings.

14.2. SELLER'S REMEDIES. Buyer recognizes that if the Transaction is not consummated as a result of Buyer's default, Seller would be entitled to compensation, the extent of which is extremely difficult and impractical to ascertain. To avoid this problem, the parties agree that if the Transaction is not consummated due to the default of Buyer, Seller, provided that Seller is not in default and has otherwise complied with its obligations under this Agreement, shall be entitled to the Escrow Deposit, with interest earned thereon. The parties agree that this sum shall constitute liquidated damages and shall be in lieu of any other relief to which Seller might otherwise be entitled due to Buyer's failure to consummate the Transaction as a result of a default by Buyer.

14.3. BUYER'S REMEDIES. Seller agrees that the Purchased Assets include unique property that cannot be readily obtained on the open market and that Buyer will be irreparably injured if this Agreement is not specifically enforced. Therefore, Buyer shall have the right specifically to enforce Seller's performance under this Agreement, and Seller agrees (i) to waive the defense in any such suit that Buyer has an adequate remedy at law and (ii) to interpose no opposition, legal or otherwise, as to the propriety of specific performance as a remedy. If Buyer elects to terminate this Agreement as a result of Seller's default instead of seeking specific performance, Buyer shall be entitled to the return of the Escrow Deposit together with all interest earned thereon and any other remedies to which Buyer may be entitled under law and equity.

15. TERMINATION OF AGREEMENT.

15.1. FAILURE TO CLOSE. This Agreement may be terminated at the option of either party upon written notice to the other if (x) the Commission has not granted the Assignment Application within nine (9) months after the Commission accepts the Assignment Application for filing or (y) the Commission's action granting the Assignment Application has not become a Final Order within twelve (12) months after the Commission accepts the Assignment Application for filing; provided, however, that a party may not terminate this Agreement if such party is in default hereunder, or if a delay in any decision or determination by the Commission respecting the Assignment Application has been caused or materially contributed to (i) by any failure of such party to furnish, file or make available to the Commission information within its control; (ii) by the willful furnishing by such party of incorrect, inaccurate or incomplete information to the Commission; or (iii) by any other action taken by such party for the purpose of delaying the Commission's decision or determination respecting the Assignment Application. This Agreement may also be terminated upon the mutual agreement of Buyer and Seller. In the event of termination pursuant to this Section, the Escrow Deposit, together with all interest earned thereon, shall be returned to Buyer and the parties shall be released and discharged from any further obligation hereunder unless: (x) the failure to consummate the Transaction is

attributable to Buyer's default, and Seller is not in default and has otherwise complied with its obligations under this Agreement, in which case the Escrow Deposit plus interest earned thereon shall be released to Seller as liquidated damages pursuant to Section 14.2; or (y)the failure to consummate the Transaction is attributable to Seller's default, and Buyer is not in default and has otherwise complied with its obligations under this Agreement, in which case Buyer shall be entitled to the return of the Escrow Deposit and all interest earned thereon as contemplated by this Section 15.1, and to such other remedies as are referred to in Section 14.3.

15.2. DESIGNATION FOR HEARING. The time for approval provided in Section 15.1 notwithstanding, either party may terminate this Agreement upon written notice to the other, if, for any reason, the Assignment Application is designated for hearing by the Commission, provided, however, that written notice of termination must be given within 10 days after the release date of the hearing designation order and that the party giving such notice is not in default and has otherwise complied with its obligations under this Agreement. Upon termination pursuant to this Section, the Escrow Deposit together with all interest earned thereon shall be returned to Buyer and the parties shall be released and discharged from any further obligation hereunder, provided, however, that if the designation for hearing is predicated upon breach by either party of a representation, warranty or covenant contained in this Agreement, the non-breaching party may, in addition to termination, pursue the remedies available to such non-breaching party under Sections 14.2 and 14.3.

16. GENERAL PROVISIONS.

16.1. BROKERAGE. Seller and Buyer represent to each other that neither party has dealt with a broker in connection with the Transaction and that no finders fee is due to any person or entity in connection with the Transaction, except for a possible fee to be paid by Buyer at Closing or later to The Zitelman Group, Inc.

16.2. FEES. All Commission filing fees for the Assignment Application, shall be paid one-half by Seller and one-half by Buyer. Except as otherwise provided herein, all other expenses incurred in connection with this Agreement or the Transaction shall be paid by the party incurring those expenses whether or not the Transaction is consummated.

16.3. NOTICES. All notices, requests, demands and other communications pertaining to this Agreement shall be in writing and shall be deemed duly given when (i) delivered personally (which shall include delivery by Federal Express or other recognized overnight courier service that issues a receipt or other confirmation of delivery) to the party for whom such communication is intended, (ii) delivered by facsimile transmission with confirmation of receipt thereof or (iii) three business days after the date mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

(a) If to Seller:

Mr. Ronald J. Morey
Jarad Broadcasting Company of Pennsylvania, Inc.
1103 Stewart Avenue
Garden City, New York 11530
Fax: (516) 228-9133

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

Lewis J. Paper, Esquire
Dickstein Shapiro Morin and Oshinsky, LLP
2101 L Street, N.W.
Washington, D.C. 20037
Fax: (202) 887-0689

(b) If to Buyer:

Mr. Alfred C. Liggins, President
Radio One, Inc.
4001 Nebraska Avenue
Washington, D.C. 20016
Fax: (202) 686-2762

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

Linda J. Eckard, Esquire
Roberts & Eckard, P.C.
ll50 Connecticut Avenue, N.W.
Suite 1100
Washington, D.C. 20036
Fax: (202) 296 0464

Either party may change its address for notices by written notice to the other given pursuant to this Section. Any notice purportedly given by a means other than as set forth in this Section shall be deemed ineffective.

16.4. ASSIGNMENT. Neither party may assign its rights and obligations under this Agreement without the other party's express prior written consent, provided, however, Buyer may assign its rights and obligations pursuant to this Agreement without Seller's consent prior to Closing to (i) an entity which is a subsidiary or parent of Buyer or to an entity owned or controlled by Buyer or its principals or (ii) to Buyer's lenders as collateral for any indebtedness

incurred by Buyer and only if, such assignment will not require the initiation of another statutory 30-day public notice period under the Commission's published rules, regulations or policies; and subsequent to Closing to (x) any entity which acquires all or substantially all of the Purchased Assets or (y) to Buyer's lenders as collateral for any indebtedness incurred by Buyer. Subject to the foregoing, this Agreement shall be binding on, inure to the benefit of, and be enforceable by the original parties hereto and their respective successors and permitted assignees.

16.5. EXCLUSIVE DEALINGS. For so long as this Agreement remains in effect, neither Seller nor any person acting on Seller's behalf shall, directly or indirectly, solicit or initiate any offer from, or conduct any negotiations with, any person or entity concerning the acquisition of all or any interest in any of the Purchased Assets or the Station, other than Buyer or Buyer's permitted assignees.

16.6. THIRD PARTIES. Nothing in this Agreement, whether express or implied, is intended to: (i) confer any rights or remedies on any person other than Seller, Buyer and their respective successors and permitted assignees; (ii) relieve or discharge the obligations or liability of any third party; or (iii) give any third party any right of subrogation or action against either Seller or Buyer.

16.7. INDULGENCES. Unless otherwise specifically agreed in writing to the contrary: (i) the failure of either party at any time to require performance by the other of any provision of this Agreement shall not affect such party's right thereafter to enforce the same; (ii) no waiver by either party of any default by the other shall be taken or held to be a waiver by such party of any other preceding or subsequent default; and (iii) no extension of time granted by either party for the performance of any obligation or act by the other party shall be deemed to be an extension of time for the performance of any other obligation or act hereunder.

16.8. SURVIVAL OF REPRESENTATIONS AND WARRANTIES. The several representations, warranties, and indemnification obligations of the parties contained herein shall survive for fifteen months after the Closing Date except that claims properly asserted within the fifteen month period shall survive until finally and fully resolved; provided, however, that Buyer's indemnification rights with respect to those obligations and liabilities of Seller and/or the Station not expressly assumed by Buyer shall survive the Closing until such liabilities and obligations are discharged in full. Likewise, Seller's indemnification rights with respect to those liabilities and obligations expressly assumed by Buyer shall survive the Closing until such liabilities and obligations are discharged in full.

16.9. PRIOR NEGOTIATIONS. This Agreement supersedes in all respects all prior and contemporaneous oral and written negotiations, understandings and agreements between the parties with respect to the subject matter hereof. All of such prior and contemporaneous negotiations, understandings and agreements are merged herein and superseded hereby.

16.10. EXHIBITS AND APPENDICES. The Exhibits and Appendices attached hereto or referred to herein are a material part of this Agreement, as if set forth in full herein.

16.11. ENTIRE AGREEMENT; AMENDMENT. This Agreement, the Exhibits and Appendices to this Agreement set forth the entire understanding between the parties in connection with the Transaction, and there are no terms, conditions, warranties or representations other than those contained, referred to or provided for herein and therein. Neither this Agreement nor any term or provision hereof may be altered or amended in any manner except by an instrument in writing signed by each of the parties hereto.

16.12. COUNSEL. Each party has been represented by its own counsel in connection with the negotiation and preparation of this Agreement.

16.13. GOVERNING LAW, JURISDICTION. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of New York without regard to the choice of law rules utilized in that jurisdiction. Buyer and Seller each (a) hereby irrevocably submit to the jurisdiction of the courts of that state and (b)hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court. Buyer and Seller each hereby consent to service of process by registered mail at the address to which notices are to be given. Each of Buyer and Seller agrees that its submission to jurisdiction and its consent to service of process by mail is made for the express benefit of the other party hereto. Final judgment against Buyer or Seller in any such action, suit or proceeding may be enforced in other jurisdictions by suit, action or proceeding on the judgment, or in any other manner provided by or pursuant to the laws of such other jurisdiction; provided, however, that any party may at its option bring suit, or institute other judicial proceedings, in any state or federal court of the United States or of any country or place where the other party or its assets, may be found.

16.14. SEVERABILITY. If any term of this Agreement is illegal or unenforceable at law or in equity, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Any illegal or unenforceable term shall be deemed to be void and of no force and effect only to the minimum extent necessary to bring such term within the provisions of applicable law and such term, as so modified, and the balance of this Agreement shall then be fully enforceable.

16.15. COUNTERPARTS. This Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were on the same instrument. Each fully executed set of counterparts shall be deemed to be an original, and all of the signed counterparts together shall be deemed to be one and the same instrument.

16.16. FURTHER ASSURANCES. Each party shall at any time and from time to time after the Closing execute and deliver to the other party such further conveyances, assignments and other written assurances as may be requested to vest and confirm in Buyer (or its assignee) the

title and rights to and in all the Purchased Assets to be and intended to be transferred, assigned and conveyed hereunder and to reflect Buyer's assumption of the liabilities and obligations pursuant to this Agreement.

16.17. TAX FREE EXCHANGE. Seller has advised Buyer that it may elect to structure this transaction as a tax-deferred like-kind exchange pursuant to Internal Revenue Code Section 1031. Buyer will cooperate with such an exchange provided, that, such tax-deferred, like-kind exchange shall (i) not delay the Closing of this Transaction by the initiation of another statutory 30-day public notice period under the Commission's published rules, regulations or policies or otherwise delay the Closing, (ii) not result in any additional cost or expense to Buyer, (iii) not result in any tax consequences to Buyer and (iv) not affect Seller's liability for any of the representations, warranties, covenants and obligations of Seller pursuant to this Agreement. At Closing Seller shall execute a document which will provide that Seller indemnifies Buyer for any claims that the intermediate party participating in the like-kind exchange may have against Buyer.

16.18. NO DISCLOSURE. The parties agree that no public disclosure of the contents of this Agreement will be made prior to the date that the Assignment Application is filed absent prior approval from the non-disclosing party.

IN WITNESS WHEREOF, and to evidence their assent to the foregoing, Seller and Buyer have executed this Asset Purchase Agreement under seal as of the date first written above.

SELLER:

JARAD BROADCASTING COMPANY OF PENNSYLVANIA, INC.

By: /s/ Ronald J. Morey

Ronald J. Morey,
President

BUYER:

RADIO ONE, INC.

By: /s/ Alfred C. Liggins

Alfred C. Liggins
President

OFFICE LEASE
BETWEEN
CHALREP LIMITED PARTNERSHIP,
Landlord

and

RADIO ONE, INC.,
Tenant

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TABLE OF EXHIBITS AND RIDERS

OFFICE LEASE

THIS LEASE is made as of the _____ day of _____, 1993, by CHALREP LIMITED PARTNERSHIP (hereinafter referred to as "Landlord") and the Tenant named in Section 1 (hereinafter referred to as "Tenant").

1. Reference Data. Each reference in this Lease to any of the following subjects shall incorporate the data stated for that subject in this Section 1:

Landlord: CHALREP LIMITED PARTNERSHIP
c/o WOL Radio
400 H Street, N.E.
Washington, D.C. 20002

Tenant: RADIO ONE, INC., a District of Columbia corporation

Tenant's Address: 400 H Street, N.E.
Washington, D.C. 20002

Demised Premises:
The demised premises located on the third, fourth, fifth and sixth floors of the Building, as more fully described in Section 2 of this Lease and shown in the floor plan attached as Exhibit A to this Lease, known as Suite Numbers 300, 40, 800 and 600.

Tenant's Use of the Demised Premises: General Office Use

Lease Commencement Date: November 1, 1993

Lease Expiration Date: October 31, 2003

Term: 10 years

Option to Renew Term: As set forth in Rider 1

Base Rent:

Lease Years	Annual Base Rent	Monthly Base Rent
1-5	$ 96,000.00	$ 8,000.00
6-10	120,000.00	10,000.00
11-15*	144,000.00	12,000.00

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* (if renewal option is exercised)

Rent Commencement Date: December 1, 1993

Tenants Expense Share Percentage: 34.78%

Commencement Date for Tenant's Paying Tenant's Expense Share Share: December 1, 1993

Gross Rentable Area of demised premises: 8,000 square feet (the "Gross Rentable Area")

Total Gross Rentable Area of the Building: 23,000 square feet

Security Deposit: None.

Brokers: None.

2. Demised Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the term and upon the conditions hereafter provided, the demised premises described in Section 1, in the office building (hereinafter referred to as the "Building") situated at 100 St. Paul Street, Baltimore, Maryland. The demised premises are as indicated on Exhibit A attached hereto and made a part hereof. Tenant shall accept the demised premises on the Lease Commencement Date in their "as is" condition. Any Alterations which Tenant may thereafter wish to make in the demised premises shall be governed by Section 10 of this Lease. It is understood and agreed that Landlord will not make, and is under no obligation to make, any structural or other alterations, decorations, additions, or improvements in or to the demised premises.

3. Term.

(a) The term of this Lease shall commence on the Lease Commencement Date and continue for the period indicated in Section 1. In the event the demised premises are occupied by Tenant prior to the Lease Commencement Date, such tenancy shall be deemed to be by the day and Tenant shall be responsible for payment of Base Rent, in advance, at a rate of one-thirtieth (1/30) of the monthly Base Rent, for each day of such occupancy prior to the Lease Commencement Date and for all additional rent which arises hereunder with respect to such period.

(b) For purposes of this Lease, the term "Lease Year" shall mean any period of twelve (12) consecutive months during the term of the Lease commencing on the Lease Commencement Date or an anniversary thereof.

4. Base Rent.

(a) Beginning with the Rent Commencement Date, Tenant shall pay to Landlord monthly, in advance, without demand, as base rent (herein referred to as "Base Rent") for the demised premises the amount as defined in Section 1.

(b) The first monthly payment of Base Rent shall be made on the Rent Commencement Date, and the second and each subsequent monthly payment shall be made on the first day of each and every calendar month thereafter during the term hereof commencing with the first day of the first month following the month within which the Rent Commencement Date occurs. Such payments shall be made to Landlord at the address shown in Section 1 or to such other party or to such other address as Landlord may designate from time to time by written notice to Tenant. Such payments shall be made when due without demand, notice, or invoice and without deduction, set-off, or counterclaim; provided, however, that any payment made by check shall be deemed received subject to collection. If Landlord shall at any time or times accept said Base Rent or additional rent after it shall become due and payable, such acceptance shall not excuse delay upon subsequent occasion, or constitute, or be construed as, a waiver of any or all of Landlord's rights hereunder. Base Rent and all additional rent shall be made payable to Landlord, or such other person, firm, or corporation as the Landlord may designate in writing. If the Rent Commencement Date of this Lease begins on a date other than on the first day of a calendar month, Base Rent which arises hereunder from such date until the first day of the following calendar month shall be prorated at the rate of one-thirtieth (1/30) of monthly Base Rent for each day, payable in advance, and Tenant shall also pay Landlord all additional rent which arises hereunder with respect to such period.

5. Payment of Share of Real Estate Taxes and Operating Costs.

(a) Tenant shall, commencing with the calendar year in which the Rent Commencement Date occurs, for each calendar year (the "Adjustment Year") any portion of which occurs during the term hereof, pay to Landlord, as additional rent, an amount (herein referred to as "Tenant's Expense Share") equal to the percentage specified in Section 1 (being the approximate proportion which the Gross Rentable Area of the demised premised bears to the total gross rentable area of the Building) of the total of Real Estate Taxes (as hereinafter defined) and Operating Costs (as hereinafter defined) for the Adjustment Year.

(b) "Real Estate Taxes" are hereby defined as the total of all taxes and assessments (including payments "in lieu of" taxes), general and special, ordinary and extraordinary, foreseen or unforeseen, assessed, levied, or imposed upon the Building and

the land known as Lots 7 and 8 Ward 4 Section 1 Block 623 (the "Land") for any Adjustment Year without regard to whether the same are actually paid or payable during such year. Real Estate Taxes shall also include legal costs and other costs and expenses incurred in appeal of the tax assessment upon which such Real Estate Taxes are based, whether or not such appeal is successful. Such costs shall be included in Real Estate Taxes for the fiscal year for which appeal is made without regard to the date such costs are actually incurred. If Real Estate Taxes are not assessed, levied, or imposed on the basis of an Adjustment Year, the Real Estate Taxes assessed, levied, or imposed for any Adjustment Year shall be determined by adding the portions of Real Estate Taxes assessed, levied, or imposed within a given Adjustment Year.

(c) "Operating Costs" shall mean costs, actual and accrued, incurred in connection with the management, operation, maintenance, repair, preservation, and protection of the Building, the Land, and adjacent areas, including, without limitation, (i) cost of air conditioning, ventilating, heating, mechanical, security, protection, and elevator systems, and all other utilities (excluding electricity); (ii) cost of water, supplies, equipment, and maintenance, security, and service contracts; (iii) cost of repairs, general maintenance, and cleaning; (iv) cost of fire, extended coverage, boiler, sprinklers, public liability, property damage, rent, umbrella coverage, and other insurance; (v) wages, salaries, accident insurance, and retirement, medical, and other employee benefits and other labor costs; (vi) fees, charges, and other costs including management fees, consultant fees, legal fees, and accounting fees of all independent contractors engaged by Landlord or reasonably charged by Landlord to perform services in connection with the operation of the Building; (vii) cost of maintaining common areas, public areas, lobbies, parking areas, and similar areas adjacent to the Building; (viii) amortized costs of improvements to the Building or the Land which are required by governmental law or regulations; and (ix) such other items as are customarily included in the cost of managing, operating, and maintaining the Building, the Land, and adjacent areas in accordance with accepted accounting or management principles or practice.

(d) At any time or times prior to or during an Adjustment Year, Landlord may submit to Tenant a statement of Landlord's estimate of Tenant's expense Share for such Adjustment Year. If such estimate is submitted prior to an Adjustment Year, Tenant shall pay to Landlord one-twelfth (l/12) of the amount so estimated on the first day of each month in advance, commencing on January 1 of the Adjustment Year. In case such estimate is submitted during an Adjustment Year, Tenant shall, within fifteen (15) days after the delivery of such statement, (i) make a lump sum payment to Landlord equal to one-twelfth (1/12) of Tenant's

Expense Share for such Adjustment Year multiplied by the number of months in such Adjustment Year that will have elapsed prior to the first monthly payment required by clause (ii) hereof, and (ii) begin paying to Landlord, as additional monthly rent, due and payable on the first day of each month, an amount equal to one-twelfth (1/12) of Tenant's Expense Share. After the expiration of each Adjustment Year and the preparation of the annual statement of Real Estate Taxes and Operating Costs for such Adjustment Year, Landlord shall submit to Tenant a statement showing the determination of Tenant's Expense Share. If such statement shows that the total of Tenant's monthly payments for such Adjustment Year pursuant to this Section 5 exceed Tenant's Expense Share for such Adjustment Year, then Tenant may deduct such overpayment from its next payment or payments of Base Rent. If such statement shows that Tenant's Expense Share for such Adjustment Year exceeded the aggregate of Tenant's monthly payments for such Adjustment Year pursuant to this Section 5, then Tenant shall, within thirty (30) days after receiving the statement, pay such deficiency to Landlord. In the event that the number of days of the term which occur within the last Adjustment Year is less than 365, then the amount payable by Tenant pursuant to this Section 5 for such Adjustment Year shall be determined by multiplying the amount of Tenant's Expense Share for the full period of such Adjustment Year by a fraction with the number of days of the term occurring during such Adjustment Year as the numerator and with 365 as the denominator. For calendar year 1993, the amount payable by Tenant pursuant to this Section 5 shall be determined by multiplying the amount Tenant's Expense Share for the full 12 months of 1993 by 1/12 (representing the portion of calendar year 1993 occurring on and after the Rent Commencement Date).

(e) Notwithstanding the provision of Section 5(c) to the contrary, in the event Landlord, at any time or times, makes a capital investment in energy-saving equipment and thereby reduces the consumption of electricity in the Building while maintaining the level of services required to be provided in Section 16 hereof, the cost of such energy-saving equipment shall be amortized over the useful life thereof and such annual amortization (as well as all payments of interest thereon) shall be included in Operating Costs.

(f) If during all or part of any Adjustment Year, Landlord shall not furnish any particular item of work or service (that would be included in Operating Costs) to one hundred percent (100%) of the gross rentable area of the Building because less than all of the Building is occupied or any tenant is itself obtaining and providing such item of work or service, then an adjustment shall be made in the Operating Costs for such Adjustment Year so that the Operating Costs for such Adjustment Year shall be increased for such Adjustment Year to the amount that Landlord determines would have been reasonably incurred had

Landlord provided such item of work or service to one hundred percent (100%) of the gross rentable area of the Building for the entire Adjustment Year.

6. Separate Metering for Electricity. Landlord shall furnish a separate meter or submeter for measuring electricity consumption in the demised premises, and, throughout the term of this Lease, Tenant shall pay directly to the electric utility all amounts payable to the utility, as measured by the meter.

7. Use of Demised Premises. Tenant will use and occupy the demised premises solely for general office purposes and in accordance with the use permitted under applicable zoning regulations. Without the prior written consent of Landlord, the demised premises will not be used for any other purposes. Tenant will not use or occupy the demised premises for any unlawful purpose, and will comply with, and make any alteration to the demised premises as may be necessary to effect compliance with, all present and future laws applicable to the jurisdiction in which the Building is located.

8. Assignment and Subletting.

(a) Tenant will not assign, transfer, mortgage, or encumber this Lease or sublet or rent (or permit occupancy or use of) the demised premises, or any part thereof, without obtaining the prior written consent of Landlord (which Landlord shall not unreasonably withhold, delay or condition), nor shall any assignment or transfer of this Lease be effectuated by operation of law or otherwise, without the prior written consent of Landlord (which Landlord shall not unreasonably withhold, delay or condition). Without limitation of the foregoing, Landlord shall have the right, in its absolute discretion, to withhold its consent to any assignment, transfer, or sublet to, or to any other transaction with, any governmental authority or agency, to any tenant having sovereign or diplomatic immunity, to any medical, dental, or clinical practice, or to any school or user for classroom purposes. Landlord may require Tenant to obtain and submit current financial statements of any proposed subtenant or assignee prior to granting its consent. In the event of any assignment hereunder, Tenant shall pay to Landlord a fee to cover accounting costs, plus any legal fees incurred by Landlord as a result of the assignment. The consent by Landlord to any assignment or subletting shall not be construed as a waiver or release of Tenant from the terms of any covenant or obligation under this Lease, nor shall the collection or acceptance of rent from any such assignee, subtenant, or occupant constitute a waiver or release of Tenant of any covenant or obligation contained in this Lease, nor shall any such assignment or subletting be construed to relieve Tenant from obtaining the consent in writing of Landlord to any further assignment or subletting. In the event that Tenant defaults hereunder, Tenant

hereby assigns to Landlord the rent due from any subtenant and hereby authorizes each such subtenant to pay said rent directly to Landlord.

(b) If Landlord consents to an assignment of the Lease or to a sublease of all or any portion of the demised premises, Tenant shall pay to Landlord, upon receipt thereof from the assignee or subtenant, as the case may be, fifty percent (50%) of any "Profit" (as hereinafter defined) collected by Tenant from the assignee or subtenant, as the case may be. "Profit" means the excess of (i) all sums payable by the assignee or subtenant as rent or other consideration for the assignment or sublease over (ii) all sums payable to Landlord as Base Rent and additional rent hereunder plus costs reasonably incurred by Tenant in assigning or subleasing the space, including, without limitation, advertising costs, brokerage commissions, and legal fees and expenses.

9. Maintenance. Tenant will keep the demised premises and fixtures and equipment therein in clean, safe, and sanitary condition, will take good care thereof, will suffer no waste or injury thereto, and will, at the expiration or other termination of the term of this Lease, surrender the same, broom clean, in the same order and condition in which they are on the Lease Commencement Date, ordinary wear and tear and damage by the elements excepted.

10. Alterations. Tenant will not make or permit anyone to make any alterations, decorations, additions, or improvements, structural or otherwise, in or to the demised premises or the Building ("Alterations") without the prior written consent of Landlord; provided, however, that Landlord's consent shall not be required for non-structural Alterations which cost less than $25,000 to perform. All Alterations permitted by Landlord must conform to all rules, regulations, and requirements of the federal, state, and municipal governments, and conform harmoniously with the Building's design and interior decoration. Tenant shall and does hereby indemnify and hold Landlord harmless from and against any and all expenses, liens, claims, or damages to person or property which may or might arise by reason of the making of any Alterations. If any Alteration is made without the prior written consent of Landlord, Landlord may correct or remove the same, and Tenant shall be liable for any and all expenses incurred by Landlord in the performance of this work. All Alterations made by either party shall, at Landlord's election, immediately become the property of Landlord and shall remain upon and be surrendered with the demised premises as a part thereof at the end of the term hereof without disturbance, molestation, or injury. Should Landlord elect that any Alterations installed by Tenant be removed upon the expiration or termination of this Lease, Tenant shall remove the same at Tenant's sole cost and expense and if Tenant fails to remove the same, Landlord may

remove the same at Tenant's expense and Tenant shall reimburse Landlord for the cost of such removal together with any and all damages which Landlord may sustain by reason of such default by Tenant.

11. Signs: Furnishings. No sign, advertisement, or notice shall be inscribed, painted, affixed, or displayed by Tenant on any part of the outside or the inside of the Building, and if any such sign, advertisement, or notice is nevertheless exhibited by Tenant, Landlord shall have the right to remove the same and Tenant shall be liable for any and all expenses incurred by Landlord. At Tenant's sole cost and expense, nameplates identifying Tenant shall be posted on the Building directory and on the doors of the offices, in such places, number, size, color, and style as are approved by Landlord. Landlord shall have the right to prescribe the weight and position of safes and other heavy equipment or fixtures, which shall, if considered necessary by the Landlord, stand on plank strips to distribute the weight. Any and all damage or injury to the demised premises or the Building caused by moving the property of Tenant into, in, or out of the demised premises, or due to the same being on the demised premises, shall be repaired by, and at the sole cost of, Tenant. All moving of furniture, equipment, and other material within the public area shall be at such times and conducted in such manner as Landlord may reasonably require in the interest of all tenants within the Building.

12. Inspection. Tenant will permit Landlord, or its representative, to enter the demised premises at any time and from time to time, without charge therefor to Landlord and without diminution of the rent payable by Tenant, to examine, inspect, and protect the same, and to make such alterations and/or repairs as in the judgment of Landlord may be deemed necessary, or to exhibit the same to prospective tenants, lenders, or purchasers.

13. Insurance Rating.

(a) Tenant will not conduct or permit to be conducted any activity, or place any equipment in or about the demised premises, which will, in any way, increase the rate of fire insurance or other insurance on the Building.

(b) Tenant shall carry comprehensive general liability insurance in a company or companies licensed to do business in the State of Maryland and approved by Landlord. Tenant shall carry property damage insurance for all of its equipment, other personal property and trade fixtures, located or installed in the demised premises. Landlord shall carry property insurance on all other Alterations in the demised premises and on the Building, in such amounts as its first Mortgagee may require (or, if there is no first Mortgage, in commercially reasonable amounts). All of

the insurance required under this Subsection shall be in minimum amounts approved by Landlord from time to time (but, with respect to liability insurance, in limits of not less than $1,000,000 combined single limit annual aggregate for bodily injury, death and property damage), and shall name Landlord, Landlord's managing agent and any Mortgagee, as hereinafter defined, as additional insureds, as their interests may appear. Landlord and Tenant agree that in the event the demised premises or the contents thereof are damaged or destroyed by fire or other casualty, the rights, if any, of either party against the other with respect to such damage or destruction are waived, and that all policies of fire and/or extended coverage or other insurance covering the demised premises or the contents thereof shall contain a waiver of subrogation clause or endorsement in form acceptable to Landlord. Landlord and Tenant further agree to provide endorsements for said insurance policies agreeing to the waiver of subrogation as required. If required by Landlord, receipts evidencing payment for said insurance shall be delivered to Landlord at least annually by Tenant and each policy shall contain an endorsement that will prohibit its cancellation prior to the expiration of thirty (30) days after notice of such proposed cancellation to Landlord.

14. Tenant's Equipment. Tenant will not install or operate in the demised premises any electrically operated equipment or other machinery, other than desk-top computers, electric typewriters, adding machines, radios, televisions, telex machines, clocks, and table top copying machines, without first obtaining the prior written consent of Landlord. Tenant shall not install any other equipment of any kind or nature whatsoever (including, without limitation, electric space heaters and supplementary air-conditioning units) which will or may necessitate any changes, replacements, or additions to, or in the use of, the water system, heating system, plumbing system, air conditioning system, or electrical system of the demised premises or the Building without first obtaining the prior written consent of Landlord.

15. Indemnity. Tenant shall, and does hereby, indemnify and hold harmless Landlord from and against any loss, damage, liability, cost, or expense occasioned by or in any way related to or connected with the use and occupancy of the demised premises by Tenant, its agents, employees, invitees, or persons permitted in the demised premises by Tenant.

16. Services and Utilities. It is agreed that Landlord will furnish air conditioning and heating to the demised premises between the hours of 8:00 a.m. and 7:00 p.m., Monday through Friday (except Holidays, as hereinafter defined), and 9:00 a.m. and 3:00 p.m. on Saturdays (except Holidays) during the appropriate seasons of the year. Landlord's provision of air conditioning and heating shall be based upon standard electrical

energy requirements of not more than an average of five (5) watts per square foot of the demised premises and a human occupancy of not more than one person for each one hundred twenty (120) square feet of the demised premises. Landlord shall have the right to operate the heating, ventilating, and air-conditioning ("HVAC") system in the most energy-efficient manner possible, consistent with maintenance of temperatures within legally mandated limits or within the limits established in the building design. Landlord may install a computerized energy-management system that operates the HVAC system in on-off cycles to control electrical demand and energy consumption. Extra hours of heating, ventilating, and air conditioning will be provided to Tenant upon Tenant's request, and at Landlord's option, upon at least twenty-four (24) hours advance notice to Landlord. Tenant will be charged Landlord's cost therefor based upon Landlord's estimate of additional utility consumption and employee overtime and any other cost whatsoever associated with such extra service. It is further agreed that Landlord will provide such reasonably adequate electricity, water, lavatory supplies for public restrooms, exterior window cleaning service, and, Monday through Friday only (except Holidays), char and janitorial service as is normal and customary in comparable office buildings in the Baltimore, Maryland Metropolitan area in office areas finished in building standard materials. Landlord will also provide elevator service by means of automatically-operated elevators on all regular elevators between the hours of 8:00 a.m. and 7:00 p.m., Monday through Friday (except Holidays), and 9:00 a.m. and 3:00 p.m., on Saturdays (except Holidays); provided, however, that Landlord shall have the right to remove elevators from service as the same shall be required for moving freight or for servicing or maintaining the elevators and/or the Building; provided, further, that Landlord shall maintain at least one (1) elevator in service on a twenty-four (24) hour basis at all times. It is understood and agreed that Landlord shall not be liable for failure to furnish, or for delay or suspension in furnishing, any of the services required to be performed by Landlord caused by breakdown, maintenance, repairs, strikes, scarcity of labor and/or materials, acts of God, or from any other cause. If the Building equipment should cease to function properly, Landlord shall use reasonable diligence to repair the same promptly. Building Holidays shall be New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and any other federally designated holidays which Landlord may choose to acknowledge.

17. Liability of Landlord. Except for damages arising from Landlord's negligence, Landlord shall not be liable to Tenant, its employees, agents, business invitees, licensees, customers, clients, family members, guests, or trespassers for any damage, compensation, or claim arising from (i) the necessity of repairing any portion of the Building, (ii) any interruption in the use of the demised premises, (iii) any accident or damage

resulting from the use or operation (by Landlord, Tenant, or any other person or persons whatsoever) of elevators, or heating, cooling, electrical, or plumbing equipment or apparatus, (iv) the termination of this Lease by reason of the destruction of the demised premises, (v) any fire, robbery, theft, criminal act, and/or any other casualty, (vi) any leakage in any part of the demised premises or the Building, or from water, rain, or snow that may leak into, or flow from, any part of the demised premises or the Building, or from drains, pipes, or plumbing work in the Building, or (vii) any other cause whatsoever. Except as and to the extent set forth in Section 18 hereof, Tenant shall not be entitled to any abatement or diminution of ease Rent or additional rent as a result of any of the foregoing occurrences, nor shall the same release Tenant from its obligation hereunder or constitute an eviction. Any goods, property, or personal effects stored or placed by Tenant in or about the demised premises or Building shall be at the sole risk of Tenant. Notwithstanding the foregoing, Landlord shall not be liable to Tenant for any loss or damage to personal property, or injury to person, whether or not the result of Landlord's negligence, to the extent that Tenant is compensated therefor by Tenant's insurance. The employees of Landlord are prohibited from receiving any packages or other articles delivered to the Building for Tenant, and if any such employee receives any such package or articles, such employee shall be the agent of Tenant and not of Landlord. Landlord shall not be obligated to provide or maintain any security patrol or security system. However, if Landlord elects to provide such patrol or system, the cost thereof shall be included in Operating Costa as defined in Section 5(c) hereof. Landlord shall not be responsible for the quality of any such patrol or system which may be provided hereunder or for damage or injury to Tenant, its employees, invitees, or others due to the failure, action, or inaction of such patrol or system.

18. Damage by Fire or Casualty. In the event of damage to or destruction of the demised premises by fire or any other casualty, if the demised premises are not made untenantable this Lease shall not be terminated, but the demised premises shall, subject to the provisions of this Section, be promptly and fully repaired and restored as the case may be by Landlord at its own cost and expense. Due allowance, however, shall be given for reasonable time required for adjustment and settlement of insurance claims, and for such other delays beyond Landlord's control. If during the term of this Lease the demised premises shall be so damaged by fire or other casualty as to be untenantable, and if Landlord reasonably determines that the demised premises cannot be repaired within two hundred seventy (270) days after the date of the fire or other casualty, Landlord shall so certify to Tenant and either party hereto, upon written notice to the other party given within thirty (30) days after the date of Landlord's certification, may terminate this Lease, in

which case the rent shall be apportioned and paid to the date of said fire or other casualty. In the event the Landlord elects to repair and/or restore the damaged demised premises, said repairs and restoration shall be pursued diligently by the Landlord. No compensation, claim, or diminution of rent will be allowed or paid by Landlord by reason of inconvenience, annoyance, or injury to business arising from the necessity of repairing the demised premises or any portion of the Building, however the necessity may occur.

19. Damage Caused by Tenant. All injury or damage to the demised premises or the Building caused by Tenant or its agents, employees, and invitees shall be repaired by Tenant at Tenant's sole expense.

20. Default of Tenant. If Tenant shall (a) fail to pay when due in the manner provided in Section 4(b) hereof any monthly installment of Base Rent or any other charge or payment required of Tenant hereunder (any such charge or payment being conclusively deemed to be additional rent payable hereunder), and such default continues for ten (10) days after Landlord gives Tenant a written notice specifying the failure, or (b) violate or fail to perform any of the other conditions, covenants, or agreements herein made by Tenant, and such violation or failure shall continue for a period of thirty (30) days after written notice thereof to Tenant by Landlord, plus such additional period of time as may be reasonably necessary to cure such violation or failure, provided Tenant commences the cure within the 30-day period and prosecutes the same to completion with due diligence, or (c) vacate or abandon the demised premises, then in any of said events this Lease shall, at the option of Landlord, cease and terminate and shall operate as a notice to quit (any notice to quit or of Landlord's intention to re-enter being hereby expressly waived) and Landlord may proceed to recover possession under and by virtue of the provisions of the laws of the State of Maryland, or by such other proceedings, including re-entry and possession, as may be applicable. If Landlord elects to terminate this Lease, the obligations herein contained on the part of Landlord to be performed shall cease without prejudice; provided, however, that Landlord shall retain the right to recover from Tenant all rental and other charges accrued up to the time of such termination, or recovery of possession by Landlord, whichever is later. Should this Lease be terminated before the expiration of the term of this Lease by reason of Tenant's default as hereinabove provided, or if Tenant shall abandon or vacate the demised premises before the expiration or termination of the term of this Lease, the demised premises may be relet by Landlord, for such rent and upon such terms as Landlord is able to obtain, and, if the full rental hereinabove provided shall not be realized by Landlord, Tenant shall be liable for all damages sustained by Landlord, including, without limitation, deficiency in rent and all other charges due hereunder, reasonable

attorneys' fees, other collection costs, and all expenses (including leasing fees) of placing the demised premises in first-class rentable condition. Landlord shall have no duty to mitigate damages. Any damage or loss sustained by Landlord may be recovered by Landlord, at Landlord's option, at the time of the reletting, or in separate actions, from time to time, as said damage shall have been made more easily ascertainable by successive relettings, or, at Landlord's option, may be deferred until the expiration of the term of this Lease, in which event the cause of action shall not be deemed to have accrued until the date of expiration of said term. The provisions contained in this Section shall be in addition to and shall not prevent the enforcement of any claim Landlord may have against Tenant for anticipatory breach of the unexpired term of this Lease. Without limitation of the foregoing, in the event that Tenant shall be in default under this Lease, Tenant shall be liable to Landlord for all court costs, if any, and for Landlord's reasonable costs and expenses, including attorneys' fees and expenses, which in any way are connected with Tenant's default. All rights and remedies of Landlord under this Lease shall be cumulative and shall not be exclusive of any other rights and remedies provided to Landlord under applicable law.

21. Waiver. If under the provisions hereof Landlord shall institute proceedings and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of any covenant herein contained nor of any of Landlord's rights hereunder. No waiver by Landlord of any breach of any covenant, condition, or agreement herein contained shall operate as a waiver of such covenant, condition, or agreement itself, or nor any subsequent breach thereof. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installment of Base Rent or other charges herein stipulated shall be deemed to be other than on account of the earliest stipulated Base Rent and other charges, nor shall any endorsement or statement on any check or letter accompanying a check for payment of Base Rent or other charge be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Base Rent or other charge or to pursue any other remedy provided in this Lease. No re-entry by Landlord, and no acceptance by Landlord of keys from Tenant, shall be considered an acceptance of a surrender of this Lease.

22. Attornment. This Lease is subject and subordinate to the lien of all and any first Mortgages ("Mortgages" shall include both construction and permanent financing and shall include deeds of trust and similar security instruments, and "Mortgagee" shall include the holder or holders (or, with respect to deeds of trust, the beneficiary or beneficiaries) of any such Mortgage or Mortgages) which may now or hereafter encumber or otherwise affect the real estate (including the Building) of which the demised premises form a part, or Landlord's interest

therein, and to all and any renewals, extensions, modifications, recastings, or refinancings thereof; provided, however, that this Lease shall not be subject or subordinate to the lien of any future first Mortgage unless the Tenant first receives a nondisturbance agreement from the Mortgagee in form satisfactory to Tenant. In confirmation of such subordination, Tenant shall, at Landlord's request, promptly execute any requisite or appropriate certificates or other documents. Tenant hereby constitutes and appoints Landlord as Tenant's attorney-in-fact to execute any such certificates for or on behalf of Tenant. Tenant agrees that in the event that any proceedings are brought for the foreclosure of any Mortgage, Tenant shall attorn to the purchaser at such foreclosure sale if requested to do so by such purchaser, and to recognize such purchaser as the Landlord under this Lease, and Tenant waives the provision of any statute or rule of law, now or hereafter in effect, which may give or purport to give Tenant any right to terminate or otherwise adversely affect this Lease and the obligations of Tenant hereunder in the event that any such foreclosure proceeding is prosecuted or completed. Notwithstanding the foregoing, Tenant agrees that the holder of any first Mortgage shall have the right to make this Lease superior to the lien of such first Mortgage, by the filing of subordination statements or otherwise, and Tenant hereby consents to any such filing.

23. Condemnation. If all or substantially all of the demised premises shall be taken or condemned by any governmental authority for any public or quasi-public use or purpose (including sale under threat of such a taking), then the term of this Lease shall cease and terminate as of the date when title vests in such governmental authority. If less than substantially all of the demised premises is taken or condemned by any governmental authority for any public or quasi-public use or purpose, the rent and other charges due hereunder shall be equitably adjusted as of the date when the title vests in such governmental authority. Tenant shall have no claim against Landlord (or otherwise) for any portion of the amount that may be awarded as damages as a result of any governmental taking or condemnation (or sale under threat of such taking or condemnation) or for the value of any unexpired term of the Lease; provided, however, that Tenant may assert any claim that it may have against the condemning authority for compensation for any fixtures owned by Tenant and for any relocation expense compensable by statute, and receive such award therefor as may be allowed in the condemnation proceedings, if such award shall be made in addition to and stated separately from the award made for the land and the Building or the part thereof so taken.

24. Rules and Regulations. Tenant and its agents and employees shall abide by and observe the rules and regulations attached hereto as Exhibit C, and such other rules or regulations as may be promulgated from time to time by Landlord, with a copy

sent to Tenant, for the operation and maintenance of the Building.

25. Covenants of Landlord. Landlord covenants that it has the right to make this Lease for the term aforesaid, and that if Tenant shall pay the rental and perform all of the covenants, terms, and conditions of this Lease to be performed by Tenant, Tenant shall, during the term hereby created, freely, peaceably, and quietly occupy and enjoy the full possession of the demised premises without molestation or hindrance by Landlord or any party claiming through or under Landlord. In the event of any sale or transfer by the then Landlord hereunder of the Building, the Landlord whose interest is thus sold or transferred shall be and hereby is completely released and forever discharged from and in respect of all covenants, obligations, and liability as Landlord hereunder accruing after the date of such sale or transfer.

26. No Partnership. Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture of or between Landlord and Tenant or to create any other relationship between the parties hereto other than that of landlord and tenant.

27. No Representations by Landlord. Neither Landlord nor any agent or employee of Landlord has made any representations or promises with respect to the demised premises or the Building except as herein expressly set forth, and no rights, privileges, easements, or licenses are acquired by Tenant except as herein expressly set forth. The Tenant, by taking possession of the demised premises, shall accept the same "as is", and such taking of possession shall be conclusive evidence that the demised premises and the Building are in good and satisfactory condition at the time of such taking of possession.

28. Brokers. Each party hereto represents and warrants to the other that it has employed no brokers, finders, or consultants in respect of this Lease, other than the Broker or Brokers identified in Section 1 hereof, and each such party shall indemnify and hold harmless the other party hereto from loss, liability or expense, including reasonable attorneys' fees, arising by reason of a breach of such representation and warranty. Landlord shall pay to the Brokers any commission or compensation payable to such Brokers pursuant to a separate written agreement executed by Landlord and the Brokers.

29. Notices. All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person, or by certified or registered mail, return receipt requested, first-class, postage prepaid, addressed to the parties hereto at their respective addresses set forth in Section 1,

unless notice of a change of address is given pursuant to the provision of this Section 29.

30. Estoppel Certificates. Tenant agrees, at any time and from time to time, upon not less than five (5) days' prior written notice by Landlord, to execute, acknowledge, and deliver to Landlord a statement in writing certifying to such information relating to Tenant and this Lease as Landlord may request. Any such statement delivered pursuant hereto may be relied upon by any owner of the Building, any prospective purchaser of the Building, any Mortgagee or prospective Mortgagee of the Building or of Landlords interest, or any prospective assignee of any such Mortgage.

31. Holding Over. In the event that Tenant shall not immediately surrender the demised premises on the date of expiration of the term hereof, and Tenant shall hold over with the consent of Landlord, Tenant shall, by virtue of the provisions hereof, become a tenant by the month at 150% of the monthly rental in effect during the last month of the term of this Lease (including any increases in such monthly rental pursuant to the provisions hereof), which said monthly tenancy shall commence with the first day next after the expiration of the term of this Lease. Tenant, as a monthly tenant, shall be subject to all of the conditions and covenants of this Lease, including any additional rent provisions hereof, and Tenant shall give to Landlord at least thirty (30) days' written notice of any intention to quit the demised premises, and Tenant shall be entitled to thirty (30) days' written notice to quit. Notwithstanding the foregoing provisions of this Section 31, in the event that Tenant shall hold over after the expiration of the term hereby created, and if Landlord shall desire to regain possession of the demised premises promptly at the expiration of the term of this Lease, then at any time prior to Landlord's acceptance of rent from Tenant as a monthly tenant hereunder, Landlord, at its option, may forthwith reenter and take possession of the demised premises without process, or by any legal process in force at such time in the State of Maryland. Furthermore, in the event Tenant continues to occupy the demised premises after the date of expiration of the term of this Lease or any extension period, Tenant hereby agrees to pay to Landlord, upon demand by Landlord, for each month or part of a month Tenant occupies the demised premises after the date of expiration of the term of this Lease or any extension period thereof, an amount determined by multiplying the amount equal to the monthly rental in effect during the last month of the term of this Lease (including any increases in such monthly rental pursuant to the provisions hereof) by one and one-half (1 1/2).

32. Right of Landlord to Cure Tenant's Default. If Tenant defaults in the making of any payment or in the doing of any act herein required to be made or done by Tenant, then Landlord may,

but shall not be required to, make such payment or do such act on behalf of Tenant, and the amount of the expense thereof, if made or done by Landlord, with interest thereon at a rate equal to the lower of (i) the prime rate of interest designated by Maryland National Bank, or any successor bank thereto, as announced from time to time, plus two percent (2%) per annum, or (ii) the maximum rate permitted by applicable law from the date any such payment is paid by Landlord, shall be paid by Tenant to Landlord and shall constitute additional rent hereunder, due and payable with the next monthly installment of Base Rent; but the making of such payment or the doing of such act by Landlord shall not operate to cure such default or to estop Landlord from the pursuit of any remedy to which Landlord would otherwise be entitled. If Tenant fails to pay in the manner provided in Section 4(b) hereof any installment of rent or additional rent on or before the date the same becomes due and payable, such unpaid installment shall bear interest at a rate equal to the lower of (i) the prime rate of interest designated by Manufacturer's Hanover Trust Company, or any successor bank thereto, as announced from time to time, plus five percent (5%) per annum or (ii) the maximum rate permitted by applicable law from the date such installment became due and payable to the date of payment thereof by Tenant. In addition, if Tenant fails to pay any installment of rent or additional rent within five (5) days after the same becomes due and payable, Tenant shall pay to Landlord a late charge of five percent (5%) of the amount of such installment. Any such interest and/or late charge shall constitute additional rent hereunder, due and payable with the next monthly installment of Base Rent. A failure by Landlord to bill Tenant for either of such charges at the time of their accrual shall not be deemed a waiver by Landlord of its right to accumulate such charges or to collect from Tenant for such accrued charges on a periodic basis. Tenant shall perform all obligations on its part to be performed hereunder promptly and in a timely fashion and shall promptly pay all bills sent by Landlord.

33. Benefit and Burden. Subject to the provisions of Section 8 hereof, the provisions of this Lease shall be binding upon, and shall inure to the benefit of, the parties hereto and each of their respective representatives, successors and assigns. Landlord may freely and fully assign its interest hereunder.

34. [Intentionally Omitted.]

35. Landlord as an Individual or Partnership. If Landlord or any successor in interest to Landlord shall be an individual, joint venture, firm, corporation, limited liability company, or partnership, general or limited, there shall be no personal liability on such individual, the shareholders or directors of the corporation, the members of the limited liability company, or the partners of such firm, partnership, or joint venture with

respect to any of the provisions of this Lease, any obligation arising therefrom or in connection therewith. In such event, Tenant shall look solely to the equity of the then owner in the demised premises and the Building for the satisfaction of any remedies of Tenant in the event of a breach by the Landlord of any of its obligations hereunder.

36. Ground Lease. In the event that at any time the Land upon which the Building is constructed is leased by Landlord pursuant to a lease (hereinafter referred to as the "Ground Lease") from the owner of such Land, as lessor, to Landlord, as lessee, then no termination of the Ground Lease nor the institution of any suit, action, or proceeding by the lessor under the Ground Lease seeking to terminate the Ground Lease shall result in a cancellation or termination of this Lease or Tenant's obligations hereunder. Tenant covenants and agrees that if by reason of a default under the Ground Lease, the Ground Lease and the leasehold estate in the demised premises are terminated, the Tenant will attorn to the then holder of the reversionary interest in the demised premises or to anyone who shall succeed to the interest of Landlord, or to the lessee of a new underlying lease entered into pursuant to the provisions of such underlying lease, and will recognize such holder, and/or such successor in interest to Landlord and/or such lessee, as Tenants Landlord under this Lease. Tenant agrees to execute and deliver, at any time and from time to time, upon the request of Landlord or of the lessor under any such underlying lease any instrument which may be necessary or appropriate to evidence such attornment. Tenant further waives the provision of any statute or rule of law now or hereafter in effect which may give or purport to give Tenant any right of election to terminate this Lease or to surrender possession of the demised premises in the event any proceeding is brought by the lessor under any underlying lease to terminate the same, and agrees that this Lease shall not be affected in any way whatsoever by any such proceeding.

37. Additional Rights. Landlord shall have the right to change, alter or renovate the Building, without liability to Tenant for damage or injury to property, person, or business, all claims for damage being hereby released by Tenant, and without effecting an eviction or disturbance of Tenant's use or possession or giving rise to any claim for setoffs or abatement of rent. In performance of the renovation program, Landlord, its agents, contractors, etc., shall have the right to enter Tenant's demised premises to perform renovation work during and after building hours, upon at least one (1) day's notice. Tenant shall cooperate with Landlord in temporarily relocating furniture, fixtures, personal property, and personnel as required to complete the renovation work in the Building.

38. Financial Statements. Tenant, upon its execution hereof, and thereafter upon written request by Landlord, will provide Landlord with a copy of its financial statements, and may provide copies of the statements to existing Mortgagees and potential lenders or purchasers.

39. Insolvency or Bankruptcy of Tenant. In the event Tenant makes an assignment for the benefit of creditors, or a receiver of Tenant's assets is appointed, or Tenant files a voluntary petition in any bankruptcy or insolvency proceeding, or an involuntary petition in any bankruptcy or insolvency proceeding is filed against Tenant and the same is not discharged within sixty (60) days, or Tenant is adjudicated as bankrupt, Landlord shall have the option of terminating this Lease by sending written notice to Tenant of such termination and, upon such written notice being given by Landlord to Tenant, the term of this Lease shall, at the option of Landlord, end, and Landlord shall be entitled to immediate possession of the demised premises and to recover damages from Tenant in accordance with the provisions of Section 20 hereof.

40. Mortgagee Protection. Tenant agrees to give any Mortgagee(s), by certified or registered mail, a copy of any notice of default served upon the Landlord by Tenant, provided that prior to such notice Tenant has been notified in writing (by way of notice of assignment of rents and leases, or otherwise) of the addresses of such Mortgagee(s). Tenant further agrees that if Landlord shall have failed to cure such default within a reasonable time, then the Mortgagee(s) shall have a reasonable time thereafter within which to cure such default (including such additional time as may be necessary for the Mortgagee to obtain possession of the Building and to be able to take action to cure such default).

41. Waiver of Jury Trial. Landlord and Tenant hereby waive their right to a trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other in respect of any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant hereunder, Tenant's use of or occupancy of the demised premises, and any claim or counterclaim of injury, damage or otherwise by Landlord and Tenant against or with respect to each other.

42. Gender and Number. Feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural shall be substituted for the singular number, in any place or places therein in which the context may require such substitution.

43. Entire Agreement. This Lease, together with the Exhibits and any Addenda attached hereto, contains and embodies

the entire agreement of the parties hereto, and no representations, inducements, or agreements, oral or otherwise, between the parties not contained in this Lease, Riders, and Exhibits, shall be of any force or effect. This Lease may not be modified, changed, or terminated in whole or in part in any manner other than by an agreement in writing duly signed by both parties hereto.

44. Invalidity of Particular Provisions. If any provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

45. Joint and Several Liability. All persons and entities comprising Tenant under this Lease shall be jointly and severally liable to Landlord for all of the obligations of Tenant under this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Lease under seal as of the day and year hereinabove written

LANDLORD

CHALREP LIMITED PARTNERSHIP

WITNESS:

/s/ David London
Name: David London
Title:

By: /s/ Alfred Liggins
Name: Alfred Liggins
Title: President of Chalrep, Inc.
General Partner

TENANT

RADIO ONE, INC.

WITNESS/ATTEST
/s/ Catherine L. Hughes
Name: Catherine L. Hughes
Title: Secretary

By: /s/ Alfred Liggins
Name: Alfred Liggins
Title: President

EXHIBIT A

FLOOR PLAN

[IMAGE OMITTED]

FLOOR PLAN

[IMAGE OMITTED]

FLOOR PLAN

[IMAGE OMITTED]

EXHIBIT B
[Intentionally Omitted.]

EXHIBIT C

RULES AND REGULATIONS

1. No part or the whole of the sidewalks, plaza areas, entrances, passages, courts, elevators, vestibules, stairways, corridors, or halls of the Building or the Land shall be obstructed or encumbered by any tenant or used for any purpose other than ingress and egress to and from the space demised to such tenant.

2. No awnings or other projections shall be attached to the outside walls or windows of the Building. No curtains, blinds, shades, or screens (other than those furnished by Landlord as part of Landlords work) shall be attached to or hung in, or used in connection with, any window or door of the space demised to any tenant, without the written consent of Landlord.

3. No sign, advertisement, object, notice, or other lettering shall be exhibited, inscribed, painted, or affixed on any part of the outside or inside of the space demised to any tenant or of the Building or the Land.

4. No show cases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the halls, corridors, vestibules, or other public parts of the Building.

5. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances (including, without limitation, coffee grounds) shall be thrown therein.

6. No tenant shall bring or keep, or permit to be brought or kept, any inflammable, combustible, or explosive fluid, material, chemical, or substance in or about the space demised to such tenant.

7. No tenant shall mark, paint, drill into, or in any way deface, any part of the Building or the space demised to such tenant. No bonding, cutting, or stringing of wires will be permitted.

8. No cooking shall be done or permitted in the Building by any tenant. No tenant shall cause or permit any unusual or objectionable odors to emanate from the space demised to such tenant.

9. Neither the whole nor any part of the space demised to any tenant shall be used for manufacturing, for the storage of

merchandise, or for the sale of merchandise, goods, or property.

10. No tenant shall make, or permit to be made, any unseemly or disturbing noises or disturb or interfere with other tenants or occupants of the Building or neighboring buildings or premises whether by the use of any musical instrument, radio, television set, or other audio device, unmusical noise, whistling, singing, or in any other way. Nothing shall be thrown out of any doors, windows, or skylights or down any passageways.

11. No additional locks or bolts of any kind shall be placed upon any of the doors or windows in the space demised to any tenant, nor shall any changes be made in locks or the mechanism thereof. Each tenant must, upon the termination of its tenancy, return to Landlord all keys to offices and toilet rooms, either furnished to, or otherwise procured by, such tenant, and in the event of the loss of any such keys, such tenant shall pay Landlord the reasonable cost of replacement keys.

12. All removals from the Building, or the carrying in or out of the Building or the space demised to any tenant of any safes, freight, furniture, or bulky matter of any description must take place during such hours and in such manner as Landlord or its agents may determine, from time to time. Landlord reserves the right to inspect all freight for violation of any of these rules and regulations or the provisions of such tenant's lease.

13. No tenant shall use or occupy or permit any portion of the space demised to such tenant to be used or occupied as an employment bureau or for the storage, manufacture, or sale of liquor, narcotics or drugs. No tenant shall engage or pay any employees in the Building, except those actually working for such tenant in the Building, nor advertise for laborers giving an address at the Building.

14. Landlord shall have the right to prohibit any advertising by any tenant which, in Landlord's opinion, tends to impair the reputation of the Building or its desirability as a building for offices, and upon notice from Landlord, such tenant shall refrain from or discontinue such advertising.

15. Landlord reserves the right to control and operate the public portions of the Building and the public facilities, as well as facilities furnished for the common use of the tenants, in such manner as it deems best for the benefit of the tenants generally, including, without limitation, the right to exclude from the Building, between the hours of 6 P.M. and 8 A.M. on business days and at all hours on

Saturdays, except between the hours of 8 A.M. to 1 P.M., Sundays and Holidays, all persons who do not present a pass to the Building signed by Landlord or other suitable identification satisfactory to Landlord.

16. Each tenant, before closing and leaving the space demised to such tenant at any time, shall see that all entrance doors are locked.

17. No space demised to any tenant shall be used, or permitted to be used, for lodging or sleeping or for any immoral or illegal purpose.

18. The requirements of tenants will be attended to only upon application at the office of Landlord. Building employees shall not be required to perform, and shall not be requested by any tenant to perform, any work outside of their regular duties, unless under specific instructions from the office of Landlord.

19. Canvassing, soliciting, and peddling in the Building are prohibited, and each tenant shall cooperate in seeking the prevention of such.

20. There shall not be used in the Building, either by any Tenant or by its agents or contractors, in the delivery or receipt of merchandise, freight, or other matter, any hand trucks or other means of conveyance except those equipped with rubber tires, rubber side guards, and such other safeguards as Landlord may require.

21. No animals of any kind shall be brought into or kept about the Building by any tenant.

22. No tenant shall place, or permit to be placed, on any part of the floor or floors of the space demised to such tenant a load exceeding the floor load per square foot which such floor was designed to carry and which is allowed by law.

23. Landlord reserves the right to specify where in the space demised to any tenant business machines and mechanical equipment shall be placed or maintained, in order, in Landlord's judgment, to absorb and prevent vibration, noise, and annoyance to other tenants of the Building.

24. No vending machines shall be permitted to be placed or installed in any part of the Building by any tenant. Landlord reserves the right to place or install vending machines in any of the common areas of the Building.

25. Tenant shall not: do or permit anything to be done in or about the demised premises which will in any way obstruct or

interfere with the rights of other tenants of the Building, or injure or annoy them; use or allow the demised premises to be used for any improper, immoral, or objectionable purpose; cause, maintain or permit any nuisance in, on, or about the demised premises or commit or allow to be committed any waste in, on, or about the demised premises. Tenant shall keep all doors leading from the demised premises to the rest of the Building closed at all times; provided, however, that such doors may be opened for ingress or egress at the time of such ingress or egress.

26. Landlord reserves the right, at any time and from time to time, to rescind, alter, or waive, in whole or in part, any of the Rules and Regulations when it is deemed necessary, desirable, or proper, in Landlord's judgment, for its best interests or for the best interests of the tenants.

The foregoing rules and regulations are hereby agreed to by Landlord and Tenant.

RIDER 1

OPTION TO RENEW

A. Provided that Tenant (i) has not defaulted under the terms of this Lease and (ii) is in possession and occupancy of at least fifty percent (50%) of the demised premises, then Tenant shall have one (1) option to renew the term of this Lease for a period of five (5) consecutive years. Tenant's option to renew the term of this Lease shall be exercisable as hereinafter set forth.

B. Tenant shall send Landlord written notice of Tenants desire to exercise the lease option not less than 180 days prior to the expiration of the current Lease term. The Base Rent for the renewal term (Lease Years 11-15) shall increase to the amount set forth in Section 1 of the Lease.

C. All of the other terms and conditions of this Lease shall apply during the renewal term except that there shall be no additional option to renew under this Rider 1 or otherwise; and there shall be no interruption in the calculation of Tenant's Expense Share during the renewal term.

D. In the event that Tenant does not fulfill any requirement of notice, or comply with the schedule requirements as set forth herein, this option to renew the term of this Lease shall become null and void.

RADIO ONE, INC.

PREFERRED STOCKHOLDERS' AGREEMENT

May 14, 1997

"This instrument/agreement is subject to a Standstill Agreement dated as of the Closing Date among RADIO ONE, INC., the Subsidiaries of Radio One, Inc. from time to time, the Investors (as defined therein), the Senior Lenders (as defined therein) and NationsBank of Texas, N.A., as Agent to the Senior Lenders (as defined therein) and individually as a Lender, and United States Trust Company of New York, as Trustee for the Senior Subordinated Noteholders (as defined therein). By its acceptance of this instrument/agreement, the holder hereof agrees to be bound by the provisions of such Standstill Agreement to the same extent that each Investor is bound. In the event of any inconsistency between the terms of this instrument/agreement and the terms of such Standstill Agreement, the terms of the Standstill Agreement shall govern and be controlling."

Radio One, Inc.

Preferred Stockholders' Agreement

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EXHIBITS

SCHEDULES

PREFERRED STOCKHOLDERS' AGREEMENT

This Preferred Stockholders' Agreement (this "Agreement") is made as of this 14th day of May, 1997 by and among the investors listed as Series A Preferred Investors on Schedule A hereto (the "Series A Preferred Investors"), the investors listed as Series B Preferred Investors on Schedule A hereto (the "Series B Preferred Investors," and together with the Series A Preferred Investors, the "Investors," and each individually an "Investor"), RADIO ONE, INC., a Delaware corporation (the "Company"), Radio One Licenses, Inc., a Delaware corporation and the surviving corporation of the merger with Radio One License LLC ("ROL"), and Alfred C. Liggins ("Liggins"), Catherine L. Hughes ("Hughes") and Jerry A. Moore, III ("Moore") (Liggins, Hughes and Moore are hereinafter collectively referred to as the "Management Stockholders," and together with the Company and ROL as the "Interested Parties," and each an "Interested Party").

W I T N E S S E T H :

WHEREAS, the Company, the Investors, certain subsidiaries of the Company then existing, and the Management Stockholders entered into a Securities Purchase Agreement, dated as of June 6, 1995 (the "Securities Purchase Agreement"), pursuant to which: (i) the Company sold and the Investors purchased from the Company subordinated promissory notes due from the Company in the year 2003 in the aggregate original principal amount of $17,000,000 (the "Subordinated Notes"); and (ii) the Company sold and the Series B Preferred Investors purchased from the Company warrants (the "Original Warrants") for an aggregate of 50.93 shares of the Common Equity of the Company;

WHEREAS, simultaneously with the execution of the Securities Purchase Agreement, the Company and the Series A Preferred Investors entered into an Exchange Agreement (the "Exchange Agreement"), pursuant to which the Series A Preferred Investors exchanged all of their then existing warrants for $6,251,094 in cash and new warrants (the "Exchange Warrants") to purchase an aggregate of up to 96.11 shares of the Common Equity of the Company;

WHEREAS, simultaneously with the execution of the Securities Purchase Agreement and the Exchange Agreement, the Company, the Investors, certain subsidiaries of the Company then existing, and the Management Stockholders entered into a Warrantholders' Agreement (the "Warrantholders' Agreement"), to govern the rights of each under the Original Warrants and the Exchange Warrants;

WHEREAS, the Company has heretofore entered into: (i) an asset purchase agreement with Jarad Broadcasting Company of Pennsylvania, Inc., dated December 6, 1996, as amended through the date hereof (the "WPHI-FM Purchase Agreement"), which provides for the purchase of certain assets used or held for use in the operation of Radio Station WPHI-FM, Jenkintown, Pennsylvania ("WPHI-FM"), and (ii) a binding letter of intent dated March 12, 1997 and accepted March 13, 1997, as amended through the date hereof (the "WYCB-AM Letter of Intent") to acquire the stock of the corporation holding

Radio Sation WYCB-AM, Washington, D.C. ("WYCB-AM," and together with WPHI-FM, the "New Stations");

WHEREAS, simultaneously with the Closing (as defined in Section 1.3 hereof), the Company will issue 12% Senior Subordinated Notes due 2004 (the "Senior Subordinated Notes") to certain investors pursuant to an offering under Rule 144A of the Securities Act (as defined in Section 11 below), the gross proceeds of which will be approximately $75,000,000 (the "Senior Subordinated Debt Financing") for the purpose of: (i) funding the balance of the purchase prices for WPHI-FM (the "WPHI-FM Acquisition") and WYCB-AM (the "WYCB-AM Acquisition," and together with the WPHI-FM Acquisition, the "Acquisitions"), (ii) repaying all of the outstanding indebtedness due under the Amended and Restated Credit Agreement, dated as of June 6, 1995, among the Company, certain subsidiaries of the Company then existing, NationsBank of Texas, N.A., as agent and lender, and the other lenders named therein, as amended (the "Existing Senior Credit Facility"); (iii) paying for the leasehold improvements, new equipment and other amounts associated with moving the Company's Washington, D.C. offices and studios in April 1997 to an office building located in Lanham, Maryland; (iv) providing funding for other general purposes, including working capital; and (v) paying the related fees and expenses of the offering of the Senior Subordinated Notes, the exchange of Preferred Stock (as defined herein) for the Subordinated Notes and the Acquisitions;

WHEREAS, on April 29, 1997 NationsBank of Texas, N.A. (together with any other lender, a "Senior Lender") and the Company agreed to a Commitment Letter, dated as of April 25, 1997 (the "Commitment Letter"), pursuant to which the Senior Lender, subject to appropriate documentation and certain conditions, will enter into an amended and restated credit agreement (the "Senior Loan Agreement");

WHEREAS, pursuant to the terms of the Senior Loan Agreement, the Senior Lender will make available to the Company up to $7,500,000 of secured senior debt together with interest thereon, and all other amounts due and payable thereunder or under any Loan Document (as defined in the Senior Loan Agreement) (the "Senior Debt") in the form of a line of credit for working capital and certain other needs;

WHEREAS, in connection with the Exchange (as defined in Section 1.2 hereof), (i) the Company will replace the certificates held by the Series B Preferred Investors representing all of their Original Warrants with amended and restated warrant certificates (the "Series B Amended and Restated Warrants") in order to conform the Original Warrants to reflect the transactions contemplated herein, and (ii) the Company will similarly replace the certificates held by the Series A Preferred Investors representing all of their Exchange Warrants with amended and restated warrant certificates (the "Series A Amended and Restated Warrants," and, collectively with the Series B Amended and Restated Warrants, the "Warrants") in order to conform such Exchange Warrants to reflect the transactions contemplated herein; and

WHEREAS, pursuant to the terms of this Agreement, and as a necessary condition to the Senior Subordinated Debt Financing, (i) the Series A Preferred Investors will exchange all of their Subordinated Notes (including all accrued but unpaid interest thereon) for the number of shares of Series A 15% Senior Cumulative Redeemable Preferred Stock of the Company (the "Series A Preferred Stock") set forth opposite their names on Schedule A hereto, and (ii) the Series B Preferred Investors will exchange all of their Subordinated Notes (including all accrued but unpaid interest thereon) for the number of shares of Series B 15% Senior Cumulative Redeemable Preferred Stock of the Company (the "Series B Preferred Stock," and together with the Series A Preferred Stock, the "Preferred Stock") set forth opposite their names on Schedule A hereto.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. ISSUANCE OF PREFERRED STOCK IN EXCHANGE FOR SUBORDINATED NOTES

1.1 Issuance of Securities. The Company represents and warrants that prior to or simultaneously with the Closing (as hereinafter defined) it will have authorized the issuance and delivery of: (i) the aggregate number of shares of its authorized but unissued Series A Preferred Stock, par value $.01 per share, listed on Schedule A hereto (the "Series A Preferred Shares") to the Series A Preferred Investors; and (ii) the aggregate number of shares of its authorized but unissued Series B Preferred Stock, par value $.01 per share, listed on Schedule A hereto (the "Series B Preferred Shares," and together with the Series A Preferred Shares, the "Preferred Shares") to the Series B Preferred Investors. The Preferred Stock shall have the rights, preferences and other terms set forth in the Company's Amended and Restated Certificate of Incorporation attached hereto as Exhibit A (the "Certificate").

1.2 Exchange of Subordinated Notes for Preferred Shares. Subject to the terms and conditions herein, and in reliance on the representations, warranties and covenants contained herein, at the Closing (as hereinafter defined) the Company shall deliver to each of the Investors, and each of the Investors agrees to accept from the Company, the number and series of Preferred Shares set forth opposite the name of each such Investor on Schedule A hereto in exchange for the Subordinated Notes held by each of the Investors (the "Exchange"). Each Investor shall deliver the Subordinated Note that is held by such Investor to the Company at the Closing for cancellation, and, upon receipt thereof, the Company will mark each such Subordinated Note canceled.

1.3 Closing. The Exchange shall take place simultaneously with the closing of the Senior Subordinated Debt Financing and the WPHI-FM Purchase Agreement (the "Issuance Date" or the "Closing Date") at the offices of Kirkland & Ellis, Citicorp Center, 153 East 53rd Street, New York, New York 10022-4675, or at such other place as shall be mutually agreed upon by the Company and the Investors (the "Closing").

SECTION 2. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

In order to induce the Investors to enter into this Agreement and agree to the transactions contemplated hereby, the Company hereby represents and warrants as follows:

2.1 Organization and Power. The Company (i) is a corporation duly organized and validly existing under the laws of the State of Delaware, (ii) except as provided in Schedule 2.1, is qualified to do business as a foreign corporation and is in good standing in each jurisdiction in which such qualification is required except where failure to be so duly qualified and in good standing could not reasonably be expected to have a material adverse effect on the assets, business or financial condition of the Company and ROL, taken as a whole, and (iii) has all required power and authority to own its property and to carry on its business as presently conducted or contemplated. The Company has all required power and authority to enter into and perform this Agreement and the agreements related hereto and contemplated hereby, to issue and deliver the Preferred Shares and generally to carry out the transactions contemplated hereby. The copies of the certificate of incorporation and by-laws of the Company, as amended to date, attached hereto as Exhibit B, are correct and complete at the date hereof. Except as provided in Schedule 2.1, the Company is not in violation of any term of its certificate of incorporation or by-laws, or any material agreement, or any instrument, judgment, decree, order, statute, rule or government regulation applicable to the Company except where such violation could not reasonably be expected to have a material adverse effect on the assets, business or financial condition of the Company and ROL, taken as a whole.

2.2 Authorization and No Contravention. The execution and delivery of, and performance by the Company and ROL of their obligations under, this Agreement and the agreements related hereto and contemplated hereby and the issuance and delivery of the Preferred Shares have been duly authorized by all requisite corporate action of the Company and ROL, and except as may otherwise be specifically provided herein, this Agreement, the agreements related hereto and contemplated hereby constitute legal, valid and binding obligations of the Company and ROL, enforceable in accordance with their terms. The Company's and ROL's execution and delivery of this Agreement and the agreements related hereto and contemplated hereby and their performance of the transactions contemplated hereby, including, without limitation, the issuance and delivery of the Preferred Shares will not: (i) except as set forth in Schedule 2.1, violate, conflict with or result in a default under any contract, instrument, agreement, indenture, obligation or commitment to which the Company or ROL is a party or by which the Company or ROL or their assets are bound, or any charter provision, by-law or similar governing document of the Company or ROL, or the creation of any Lien, charge or encumbrance of any nature upon any of the properties or assets of the Company or ROL, except where such violation, conflict or default would not have a material adverse effect on (a) the consummation of the Acquisitions, (b) the consummation of the transactions contemplated by this Agreement, (c) the assets, business or financial condition of the Company and ROL, taken as a whole, or (d) the rights and privileges of the Investors hereunder and under the agreements related hereto; (ii) violate or result in a violation of, or constitute a default under, any material provision of any law,

statute, ordinance, regulation or rule, or any decree, judgment or order of, or any material restriction imposed by, any court or other federal, state or local governmental agency; or (iii) except as set forth in Schedule 2.2 or as otherwise expressly provided for in this Agreement, require any notice to, filing with, or consent or approval of any governmental authority or other third party which will not, prior to the Closing, have been duly and properly given, made or obtained, except where failure to provide any such notice or make any such filing or receive any such consent or approval will not have a material adverse effect on (a) the consummation of the Acquisitions, (b) the consummation of the transactions contemplated by this Agreement, (c) the assets, business or financial condition of the Company and ROL, taken as a whole, or (d) the rights and privileges of the Investors hereunder and under the agreements related hereto and contemplated hereby.

2.3 Capitalization; Stockholders; Subsidiaries.

(a) After giving effect to the transactions contemplated hereby, the duly authorized capital stock of the Company consists of (i) 2,000 authorized shares of Common Stock, $.01 par value per share, which consist of: (a) 1,000 shares of Class A Common Stock of which 138.45 shares will be outstanding and fully-paid and non-assessable as of the Closing, and (b) 1,000 shares of Class B Non-Voting Common Stock of which no shares will be outstanding as of the Closing, and (ii) 250,000 authorized shares of Preferred Stock, $.01 par value per share, which consist of: (a) 100,000 shares of Series A Preferred Stock of which the aggregate number of shares that will be outstanding and fully-paid and non-assessable as of the Closing is listed on Schedule A hereto, and (b) 150,000 shares of Series B Preferred Stock of which the aggregate number of shares that will be outstanding and fully-paid and non-assessable as of the Closing is listed on Schedule A hereto. Except for the Warrants, the Exchange Warrants, as provided in the Warrantholders' Agreement, as amended by the First Amendment to the Warrantholders Agreement (as defined in Section 3.1(e) herein), and as provided above or in Schedule 2.3, the Company has not issued any other shares of its capital stock and there are no outstanding warrants, options or other rights to purchase or acquire any of such shares, nor are there any outstanding securities convertible into such shares or outstanding warrants, options or other rights to acquire any such convertible securities. Except as provided in the Warrantholders' Agreement, as amended by the First Amendment to the Warrantholders Agreement, there are no preemptive rights with respect to the issuance or sale by the Company of the Company's capital stock. Except as disclosed in Schedule 2.3 or in the Senior Loan Agreement, there are no restrictions on the transfer of the Company's capital stock other than those arising from federal and state securities laws, the Communications Act (as defined in Section 2.7 herein) or the FCC (as defined herein) regulations promulgated thereunder or under this Agreement or the Warrantholders' Agreement, as amended. Immediately prior to the Closing, the outstanding shares of capital stock of the Company are held of record and beneficially by the persons identified in Schedule 2.3 in the amounts indicated therein.

(b) All the Subsidiaries of the Company are listed on Schedule 2.3(b). The Company or ROL is the owner, free and clear of all Liens and encumbrances, except for Permitted Liens or those arising under Section 10 of this Agreement and Article VI of the

Warrantholders' Agreement, as amended through the Closing Date, of all of the issued and outstanding stock of each Subsidiary and all shares of such stock have been validly issued and are fully paid and nonassessable, and no rights to subscribe to any additional shares have been granted, and no options, warrants or similar rights are outstanding. ROL is duly organized in its state of organization, duly qualified, licensed and authorized to do business and is in good standing as a foreign corporation (or company or otherwise) in each jurisdiction where its ownership or leasing of properties or the conduct of its business requires it to be qualified, licensed and authorized except where the failure to be so qualified, licensed and authorized or in good standing could not reasonably be expected to have a material adverse effect on its assets, business or financial condition.

2.4 Other Investments. Except as disclosed in Schedule 2.4 or Schedule 2.3(b) and except for investments, loans or advances made in the ordinary course of business consistent with past practices, the Company does not own, or have any direct or indirect investments or interests in, loans or advances to or control over any corporation, trust, partnership, joint venture or other entity of any kind.

2.5 Financial Statements; Projections. The Company has heretofore furnished to each Investor consolidated audited statements of operation and the related balance sheets for the fiscal years ended December 25, 1994, December 31, 1995 and December 31, 1996 and unaudited consolidated statements of operation and the related balance sheet for the three months ended March 30, 1997 (the December 31, 1996 balance sheet shall hereinafter be referred to as the "Base Balance Sheet"), and the Company will, on or prior to the Closing, furnish to each Investor the pro forma unaudited balance sheet as of December 31, 1996 for the Company and management's five year projections for the Company, after giving effect to the WPHI-FM Acquisition. The Company has heretofore also furnished to each Investor audited consolidated statements of operation and the related balance sheet for the fiscal year ended December 31, 1996 and unaudited consolidated statements of operation and the related balance sheet for the three months ended March 31, 1997 for WPHI-FM. To the best knowledge of the Company, the above referenced financial statements of WPHI-FM (other than projections) have been prepared in accordance with generally accepted accounting principles ("GAAP") applied on a consistent basis, except that interim financial statements and pro forma statements have been prepared without footnote disclosures and year-end audit adjustments, which will not, to management's best knowledge, be material. Such financial statements of the Company (other than projections) have been prepared in accordance with GAAP applied on a consistent basis, except that interim financial statements and pro forma statements have been prepared without footnote disclosures and are subject to year-end audit adjustments, which adjustments will not, to management's best knowledge, be material. To the best knowledge of the Company, the above-referenced financial statements of WPHI-FM contain notations for all significant accruals or contingencies and fairly present in all material respects the financial condition of WPHI-FM as of the date thereof. Such financial statements of the Company (other than interim financial statements, pro forma financial statements and projections) contain notations for all significant accruals or contingencies and fairly present in all material respects the financial condition of the Company as of the date thereof. Nothing has come to the attention of the senior management of the Company since

such dates which would indicate that such financial statements do not fairly present the financial condition of the Company in all material respects as of the respective dates thereof. Such projections referenced above delivered to the Investors represent management's good faith estimates of the Company's future performance based upon assumptions which are set forth therein and which management in good faith believe were reasonable when made and continue to believe to be reasonable as of the date hereof.

2.6 Licenses, Permits, Copyrights, etc. Except as set forth in Schedule 2.6, after giving effect to the WPHI-FM Acquisition, each of the Company and ROL has ownership or license to use all material franchises, permits, licenses (other than FCC Licenses (as defined in and covered by Section 2.7 herein)) and all patent, copyright or trademark rights and privileges used or to be used in its business as presently conducted and as presently proposed to be conducted or necessary to permit it to own its properties and to conduct its business as presently conducted and as presently proposed to be conducted and its present activities do not infringe, to the best knowledge of the Company or ROL, any patent, copyright, trademark or other proprietary rights of others. Schedule 2.6 provides a list that is accurate in all material respects of all the material permits and licenses (other than the FCC Licenses which are listed in Schedule 2.7) which are held by the Company and ROL, after giving effect to the WPHI-FM Acquisition (the "Licenses"), and the issuer and termination date of each License. Each License was duly and validly issued by the issuer thereof pursuant to procedures which complied in all material respects with all requirements of applicable law. After giving effect to the WPHI-FM Acquisition, the Company or ROL is the licensee of the Licenses and owns all of the assets of WPHI-FM, as well as stations WMMJ-FM/WOL-AM (Washington), WKYS-FM (Washington), WWIN-AM/FM (Baltimore), and WERQ-FM/WOLB-AM (Baltimore) (collectively with WPHI-FM, the "Stations"), free and clear of all Liens except for Permitted Liens (as defined in Section 6.2). Each License or other right held by the Company or ROL is in compliance with the terms thereof in all material respects with no known conflict with the valid rights of others which could affect or impair materially in any manner the business, assets or condition, financial or otherwise, of the Company and ROL. No event has occurred which permits, or after notice or lapse of time or both would permit, the revocation or termination of any License prior to its stated term or other right so as to adversely affect in any material respect the business, assets or condition, financial or otherwise, of the Company and ROL, taken as a whole, except as otherwise set forth in Schedule 2.6. To the best knowledge of the Company and ROL, the Company, ROL and each of the Stations are in compliance with all state and federal laws relating to copyright, including the Copyright Revision Act of 1976, 17 U.S.C. Section 101 et. seq., except for such noncompliance as would not be reasonably likely to have a material adverse effect on the Company and ROL, taken as a whole, and have all material performing arts licenses which are necessary or appropriate for the conduct of their business.

2.7 FCC Licenses. After giving effect to the WPHI-FM Acquisition, the Company and ROL hold all material licenses, permits and authorizations required for and/or used in the ownership and operation of the Stations as presently operated or as presently anticipated to be operated (other than licenses, permits and authorizations covered by Section 2.6), including all material commercial broadcast station and auxiliary licenses,

permits, authorizations and other certificates required by (a) the FCC, (b) the Communications Act of 1934, 47 U.S.C. Section 151 et. seq., as amended (the "Communications Act"), (c) 47 C.F.R. Part 73 or (d) any other governmental entity (such material licenses, permits, authorizations, and certificates, collectively, the "FCC Licenses"). Schedule 2.7 provides a list that is accurate in all material respects of the FCC Licenses, including the termination date of such FCC Licenses. Except for the possible need to request the FCC to grant an extension of time to consummate the WPHI-FM Acquisition, FCC approval has been granted for the WPHI-FM Acquisition, such approval has not lapsed and the period for seeking reconsideration, review or appeal of such FCC approval has expired and no such reconsideration, review or appeal has been sought by any party. The FCC Licenses are valid and in full force and effect, and are unimpaired by any act, omission or condition which could have any material adverse effect on the operation of the Stations. After giving effect to the WPHI-FM Acquisition, to the extent necessary, the Company or, if applicable, ROL, has timely filed all applications for renewal or extension of all of its or their FCC Licenses and, except as otherwise indicated in Schedule 2.7, all such applications have been granted without conditions. Except as indicated on Schedule 2.7, and except for actions or proceedings affecting the broadcasting industry generally, no petition, action, investigation, notice of violation or apparent liability, notice of forfeiture, orders to show cause, complaint or proceeding is pending or, to the best knowledge of the Company, threatened before the FCC or any other forum or agency with respect to the Company or any of the Stations. The Company, ROL and each of the Stations are in material compliance with the terms of the FCC Licenses and all applicable filing and operating requirements of 47 C.F.R. Part 73 and all other applicable regulations and policies of the FCC and the Communications Act. Except as otherwise expressly contemplated by this Agreement, no prior FCC consent is required in connection with the execution, delivery and performance of this Agreement. Except as otherwise expressly contemplated by this Agreement or as stated in Schedule 2.7 hereto, there are no applications presently pending before the FCC with respect to any of the Stations. The Company does not know of any fact that should reasonably be anticipated to result in the denial of an application for renewal, or the revocation, modification, nonrenewal or suspension of any of the FCC Licenses, or the issuance of a cease-and-desist order, or the imposition of any administrative or judicial sanction with respect to any of the Stations, which may materially adversely affect the rights under any of the FCC Licenses or which may have a materially adverse effect on the Stations, the Company and ROL, taken as a whole.

2.8 Absence of Undisclosed Liabilities. Except as otherwise specifically disclosed in the Base Balance Sheet (as defined in Section 2.5) or as set forth in Schedule 2.8 and except for the expenses and costs incurred in connection with the closing of the transactions contemplated herein, neither the Company nor ROL has any accrued or contingent liability or liabilities (including any liability for unpaid Taxes) accrued, to become due, contingent, known, unknown or otherwise, other than liabilities arising out of the Stations' ordinary course of business consistent with past practices, or which in the aggregate do not exceed $150,000.

2.9 Absence of Certain Developments. Except as specifically disclosed in Schedule 2.9, since the date of the Base Balance Sheet, there has been (i) no material adverse change in the assets, liabilities, properties, business or condition (financial or otherwise) of the Company and ROL, taken as a whole, (ii) no declaration, setting aside or payment of any dividend or other distribution with respect to, or any direct or indirect redemption or acquisition of, any of the capital stock of the Company or ROL, (iii) no waiver of any valuable right of the Company or ROL without adequate consideration or the cancellation of any debt or claim held by the Company or ROL without adequate consideration, (iv) no loan by the Company or ROL to any officer, director, employee or stockholder thereof, or any of their respective affiliates, or any agreement or commitment therefor, (v) no increase, direct or indirect, in the compensation paid or payable to any officer, director, employee or agent of the Company (other than immaterial increases made in the ordinary course of business and consistent with past practices), (vi) no uninsured material loss, destruction or damage to any property of the Company or ROL, (vii) no strikes, work stoppages, union organizing or recognition efforts involving the Company or ROL and no material change in the personnel of the Company or the terms and conditions of any employment contracts to which the Company or ROL is a party, and (viii) other than in the Acquisitions, no material acquisition or disposition of any assets (or any contract or arrangement therefor) nor any other material transaction by the Company or ROL otherwise than for fair value in the ordinary course of business.

2.10 Employee Relations. Except as set forth in Schedule 2.10, after giving effect to the WPHI-FM Acquisition:

(a) No labor dispute, strike, work stoppage or organizational activity which materially affects or could be reasonably likely to materially and adversely affect the results of operations of the Company and ROL, taken as a whole, has occurred and is continuing, or, to the best of the Company's knowledge, is threatened, and no material labor grievance or union representation questions exist in respect of the employees of the Company or ROL. None of the Company's employees are represented by a union.

(b) There are no charges of unfair labor practices or of discrimination (relating to sex, age, race, national origin, handicap or veteran status) pending or, to the best of the Company's knowledge, threatened before any government or regulatory agency or authority involving employees of the Company or ROL which could have a materially adverse effect on the Company and ROL, taken as a whole. To the best of the Company's knowledge, no customer or supplier of the Company or ROL is involved in, threatened with, or affected by any labor dispute or other proceeding or order which would be reasonably likely to materially and adversely affect the business of the Company and ROL, taken as a whole.

(c) Neither the Company nor ROL has engaged in any plant closing, work force reduction, or other action which has resulted or could result in liability under the Federal Worker Adjustment and Retraining Notification Act (or any state or other law or

ordinance of similar import), or issued any notice that any such action is to occur in the future.

2.11 Title to Properties. Except as specifically disclosed in Schedule 2.11 or as permitted by Section 6.2 hereof and after giving effect to the WPHI-FM Acquisition, each of the Company and ROL has good title to all of its respective material owned properties and assets, free and clear of all Liens other than Permitted Liens. All owned or leased real estate of the Company, ROL and WPHI-FM is listed on Schedule 2.11. Each material real property lease to which the Company or ROL is a party or which relates to WPHI-FM is in full force and effect. No material default or event of default on the part of the Company, ROL or, to the best knowledge of the Company, the lessee under any material leases related to WPHI-FM or, to the best knowledge of the Company, on the part of the lessor, exists under any such lease, and neither the Company nor ROL has received any notice of default under any such lease or any indication that the owner of the leased property intends to terminate such lease. To the best of the Company's knowledge and after giving effect to the WPHI-FM Acquisition, neither the Company nor ROL is in violation of any material zoning, land-use, aeronautical or FAA, building or safety law, ordinance, regulation or requirement or other law or regulation applicable to the operation of its owned or leased properties, nor has either received any notice of violation with which it has not complied, in any case in which the consequences of such violation if asserted by the applicable regulatory authority would have a materially adverse effect on the business, assets or condition, financial or otherwise, of the Company and ROL, taken as a whole. After giving effect to the WPHI-FM Acquisition, all real property occupied (or which will be occupied) by the Company (including all fixtures related thereto) and substantially all tangible personal property owned or leased (or which will be owned or leased) by the Company is in good operating condition and repair (reasonable wear and tear excepted), has been well maintained, conforms in all material respects with all applicable ordinances, regulations and other laws and, since the date of the Base Balance Sheet, no material portion of any such real or personal property has suffered any damage by fire or other casualty which has not heretofore been completely repaired and restored to its original condition if and to the extent necessary in the continued operation of its business.

2.12 Tax Matters. Each of the Company and ROL has filed all Tax Returns required to be filed by it, and all such Tax Returns were correct and complete in all material respects. Each of the Company and ROL has paid all Taxes owed by it (whether or not shown on any Tax Return), except Taxes which have not yet accrued or otherwise become due or Taxes which are being contested in good faith by appropriate proceedings to the extent the Company has set aside appropriate reserves. All Taxes and other assessments and levies which the Company or any Subsidiary was or is required to withhold or collect have been withheld and collected and have been paid over when due to the proper governmental authorities. Except as set forth in Schedule 2.12, (i) neither the Company nor any of its Subsidiaries has ever received notice of any audit or of any proposed deficiency from the Internal Revenue Service ("IRS") or any other taxing authority (other than routine audits undertaken in the ordinary course and which have been resolved on or prior to the date hereof without a material adverse effect on the Company or any of its Subsidiaries or their

respective financial conditions), (ii) there are in effect no waivers of applicable statutes of limitations with respect to any Taxes owed by the Company or ROL for any year and (iii) neither the IRS nor any other taxing authority is now asserting or, to the best knowledge of the Company, threatening to assert against the Company or ROL any deficiency or claim for additional Taxes or interest thereon or penalties in connection therewith. Neither the Company nor ROL is a party to any Tax allocation or sharing arrangement. Neither the Company nor any of its Subsidiaries has entered into a closing agreement pursuant to Section 7121 of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations promulgated thereunder. There are no Liens on any of the assets of the Company or its Subsidiaries that arose in connection with any failure (or alleged failure) to pay any Taxes.

2.13 Contracts and Commitments. Except as set forth in Schedule 2.13 and in any other schedule hereto and except for contracts entered into in the ordinary course of business and consistent with past practices, and after giving effect to the WPHI-FM Acquisition, neither the Company nor ROL (a) is a party to any contract, obligation or commitment which involves a potential commitment by it in excess of $50,000 or which is otherwise material and not entered into in the ordinary course of business, or (b) has an employment contract, stock redemption or purchase agreement, financing agreement, local marketing or time brokerage agreement or any other agreement with any officer, director, employee, shareholder or Affiliate. Except as disclosed in Schedule 2.13, and after giving effect to the WPHI-FM Acquisition, neither the Company nor ROL is in default under any material contract, obligation or commitment, and, to the best knowledge of the Company, there is no state of facts which upon notice or lapse of time or both would constitute such a default, the consequences of which default if asserted by the other contracting party would have a materially adverse effect on the Company and ROL, taken as a whole. Neither the Company nor ROL has entered into any single government contract or subcontract, the recurring monthly revenue of which exceeds $50,000.

2.14 Litigation and Compliance with Laws.

(a) Except as set forth in Schedule 2.14 and after giving effect to the WPHI-FM Acquisition, there is no investigation, action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending or, to the best knowledge of the Company, overtly threatened against the Company, ROL, any of the Stations or any officer or director of the Company, which has a reasonable possibility of calling into question the validity, or hindering the enforceability or performance, of this Agreement or any action taken or to be taken pursuant hereto or by any of the other agreements and transactions contemplated hereby; nor, to the best knowledge of the Company, has there occurred any event or does there exist any condition on the basis of which any such litigation, proceeding or investigation should reasonably be anticipated to be instituted which would have a material adverse effect on the business, assets or condition, financial or otherwise, of the Company, ROL and the Stations, taken as a whole.

(b) Except as set forth in Schedule 2.14 and after giving effect to the WPHI-FM Acquisition, each of the Company and ROL is in material compliance with all

laws and governmental rules and regulations, domestic or foreign (including, without limitation, the Employee Retirement Income Security Act of 1974 ("ERISA")), except where non-compliance therewith, in any individual instance or any series of related instances, would not have a material adverse effect on the Company and ROL, taken as a whole. Except as set forth in Schedule 2.14 and after giving effect to the WPHI-FM Acquisition, neither the Company nor ROL is in default in any respect with respect to any judgment, order, writ, injunction, decree, demand or assessment issued by any court or any federal, state, municipal or other governmental or self-regulatory agency, organization, board, commission, bureau, instrumentality or department, domestic or foreign, relating to any aspect of its business, affairs, properties or assets, except where non-compliance therewith, in any individual instance or any series of related instances, would not have a material adverse effect on the assets, business or financial condition of the Company and ROL, taken as a whole. Except as set forth in Schedule 2.14 and after giving effect to the WPHI-FM Acquisition, neither the Company nor any Subsidiary is charged or, to the best knowledge of the Company, threatened with, or under investigation with respect to, any material violation of material federal, foreign, state, municipal or other law or any administrative rule or regulation, domestic or foreign (including, without limitation, ERISA) in any matter directly relating to or affecting its business, assets or condition, financial or otherwise, of the Company and ROL, taken as a whole.

2.15 Securities Law Filings. The Company has complied with, in all material respects, the Securities Act and all applicable state securities laws in connection with the issuance and sale of its capital stock, and other securities heretofore issued.

2.16 Environmental Matters.

(a) Except as would not be reasonably likely to have a material adverse effect on the Company and ROL, taken as a whole, or as set forth in Schedule 2.16, and after giving effect to the WPHI-FM Acquisition, (i) neither the Company nor ROL has ever generated, transported, used, stored, treated, disposed of, or managed a material amount of Hazardous Waste (as defined in Section 2.16(d) below), nor has the Company or ROL contracted with any party for the generation, transportation, use, storage, treatment, disposal or management of any material amount of Hazardous Waste; (ii) no material amount of Hazardous Material (as defined in Section 2.16(d) below) has ever been or is threatened to be spilled, released, or disposed of by the Company or ROL or, to the best knowledge of the Company, any third parties, at any site presently or formerly owned, operated, leased, or used by the Company or ROL nor, to the best knowledge of the Company, has any material amount of Hazardous Material ever come to be located in the soil or groundwater at any such site; (iii) no material amount of Hazardous Material has ever been transported by the Company or ROL or, to the best knowledge of the Company, by any third parties, from any site presently or formerly owned, operated, leased, or used by the Company or ROL for treatment, storage, or disposal at any other place; (iv) neither the Company nor ROL presently owns, operates, leases, or uses, nor, to the best knowledge of the Company, has the Company or ROL previously owned, operated, leased, or used any site on which underground storage tanks are or were located or which contain or contained any asbestos or

asbestos-containing material, any polychlorinated byphenyls ("PCBs") or equipment containing PCBs, or any urea formaldehyde foam insulation; and (v) no lien has ever been imposed by any governmental agency on any property, facility, machinery, or equipment owned, operated, leased, or used by the Company or ROL in connection with, or as a result of, the presence of any Hazardous Material, which could result in a material liability to the Company or ROL.

(b) Except as would not be reasonably likely to have a material adverse effect on the Company and ROL, taken as a whole, or as set forth in Schedule 2.16, and after giving effect to the WPHI-FM Acquisition, (i) to the best of the Company's actual knowledge, neither the Company nor ROL has any liability under, nor has it ever violated, any Environmental Law (as defined in Section 2.16(d) below); (ii) the Company, the operations of its businesses, and any property owned, operated, leased, or used by the Company or ROL, and any facilities and operations thereon, to the best of the Company's knowledge, are presently in compliance in all material respects with all applicable Environmental Laws and any and all orders or directives of any governmental authorities having jurisdiction under such Environmental Laws, including, without limitation, any orders or directives with respect to any clean-up or remediation of any release or threat of release of any Hazardous Material; (iii) neither the Company nor ROL has ever entered into or been subject to any judgment, consent decree, compliance order, or administrative order with respect to any environmental or health and safety matter or received any request for information, demand or other letter, administrative inquiry, citation, formal or informal complaint or claim, notice of any proceeding, claim or lawsuit, or other communication with respect to any environmental or health and safety matter or the enforcement of any Environmental Law; and (iv) the Company does not have knowledge or reason to know that any of the items enumerated in clause (iii) of this Section 2.16(b) will be forthcoming nor is the Company aware of any basis therefore which has not been disclosed to the Investors.

(c) The Company has provided to the Investors copies of all documents, records, and information reasonably available to the Company concerning any environmental or health and safety matter which could result in any material liability to the Company or ROL, whether generated by the Company or ROL or others, including, without limitation, environmental or health and safety audits, environmental or health and safety risk assessments, site assessments, documentation regarding off-site treatment, storage or disposal of Hazardous Materials, spill control plans, discharge monitoring reports, hazardous waste manifests, community right-to-know filings, insurance policies, and reports, correspondence, permits, licenses, approvals, consents, registrations and other authorizations related to or filed with environmental or health and safety matters issued by or filed with any governmental agency with respect to such matters.

(d) For purposes of this Section 2.16, (i) "Hazardous Material" shall mean and include any hazardous waste, hazardous material, hazardous substance, petroleum product, oil, asbestos, polychlorinated byphenyls, urea formaldehyde, toxic substance, pollutant, contaminant, or other substance which may pose a threat to the environment or to human health or safety, as defined or regulated under any Environmental Law; (ii)

"Hazardous Waste" shall mean and include any hazardous waste as defined or regulated under any Environmental Law; (iii) "Environmental Law" shall mean any environmental or health and safety-related law, regulation, rule, ordinance, or by-law at the federal, state, or local level existing as of the date hereof or previously enforced; and (iv) the "Company" shall mean and include the Company and all other entities for whose conduct the Company is or may be held responsible under any Environmental Law.

2.17 Investment Company. The Company is not an "investment company" as such term is defined in the Investment Company Act of 1940, as amended (the "1940 Act"), and will not be an "investment company" under the 1940 Act after giving effect to the use of proceeds from the issuance of the Senior Subordinated Notes.

2.18 Margin Securities. The Company does not now own, nor does it have any present intention of acquiring, any "margin security" within the meaning of Regulation G (12 C.F.R. Part 207), or any "margin stock" within the meaning of Regulation U (12 C.F.R. Part 221), of the Board of Governors of the Federal Reserve System (herein respectively referred to as "margin security" and "margin stock"). None of the proceeds of the issuance of the Senior Subordinated Notes will be used, directly or indirectly, by the Company for the purpose of purchasing or carrying, or for the purpose of reducing or retiring any indebtedness which was originally incurred to purchase or carry, any margin security or margin stock or for any other purpose which would be reasonably likely to cause the transactions contemplated hereby to constitute a "purpose credit" within the meaning of said Regulation G or Regulation U, or cause this Agreement to violate any other regulation of the Board of Governors of the Federal Reserve System or the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or any rule or regulation promulgated under any of such statutes.

2.19 ERISA Compliance. Schedule 2.19 sets forth a list of every Pension Plan (as hereinafter defined) that has been maintained by the Company or, to the Company's knowledge, WPHI-FM at any time during the twelve-month period ending on the Closing Date. The Company has not incurred, and as a result of the WPHI-FM Acquisition will not incur (a) any material accumulated funding deficiency within the meaning of ERISA, or (b) any material liability to the Pension Benefit Guaranty Corporation established under ERISA (or any successor thereto under ERISA) in connection with any Pension Plan established or maintained by it. The Company has not had, and as a result of the WPHI-FM Acquisition will not have, any tax assessed against it by the IRS for any alleged violation under Section 4975 of the Code. The Company does not, and as a result of the WPHI-FM Acquisition will not be required to or assume any liability with respect to any obligation of WPHI-FM to contribute to or maintain any Pension Plan with an unfunded aggregate "amount of benefit liabilities" (as defined in Section 4001(a)(18) of ERISA) and the Company has never participated in or contributed to a "multiemployer plan" (as defined in Section 4001(a)(3) of ERISA).

2.20 Solvency. Neither the Company nor ROL has (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the

filing of any involuntary petition by its creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of its assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of its assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally. After giving effect to the transactions provided for herein, neither the Company nor ROL will (i) have liabilities which exceed the present fair saleable value of its assets; (ii) be left with unreasonably small capital with which to engage in its business for the foreseeable future; or (iii) have incurred, or anticipate or should reasonably anticipate incurring, debts beyond its ability to pay such debts as they mature.

2.21 No Material Misstatement or Omission. Neither this Agreement nor any agreement, financial statement, instrument, document, certificate, projection, business proposal, acquisition plan or other written information furnished to the Investors by or on behalf of the Company in connection with the transactions contemplated hereby contains any untrue statement of a material fact or, when taken together, omits to state a material fact necessary in order to make the statements contained herein or therein not misleading. There is no fact known to the Company and not disclosed to the Investors which materially and adversely affects, or in the future may (insofar as the Company can reasonably foresee) materially and adversely affect, the business, assets or liabilities, financial condition or results of operation of the Company or any Subsidiary other than matters generally affecting the radio broadcast industry.

2.22 Broker's Fee. Except as set forth on Schedule 2.22, neither the Company nor ROL or any of their Affiliates have incurred or will become liable for any brokerage commission or finder's fee relating to or in connection with the transactions contemplated by this Agreement, and the Company agrees to indemnify the Investors against any claims for brokerage fees or commissions payable to any broker or finder claiming through the Company, ROL or any of their Affiliates in connection with the transactions contemplated by this Agreement and to pay all expenses incurred by an Investor in connection with the defense of any action brought against such Investor to collect any brokerage fees or commissions by any such broker or finder.

2.23 Acquisition Compliance and Delivery of Documents. The consummation of the WPHI-FM Acquisition will not (a) violate, conflict with or result in a material default under any material contract, instrument, agreement, indenture, obligation or commitment of the Company except where consents or waivers have been obtained or (b) violate or result in a violation of, or constitute a default under, any material provision of any law, statute, ordinance, regulation or rule, or any decree, judgment or order of, or any material restriction imposed by, any court or other federal, state or local governmental agency which such violation or default could have a material adverse effect on the Company and ROL, taken as a whole, or their assets, business or financial condition.

SECTION 3. CONDITIONS OF THE EXCHANGE

3.1 Conditions of the Investors. The Investors' obligations to exchange their Subordinated Notes for Preferred Stock and consent to the transactions contemplated hereby shall be subject to compliance by the Company and ROL (and for the purposes of Section 3.1(f) hereof, the Management Stockholders) with their agreements herein contained and to the fulfillment, to the Investors' satisfaction, of the following conditions:

(a) Certificate of the Company. The representations and warranties of the Company contained in this Agreement, including but not limited to the representations and warranties made in Section 2, shall be true and correct in all material respects with the same force and effect as though such representations and warranties had been made on and as of the Closing Date, each of the conditions hereafter specified in this Section 3.1 shall have been satisfied in all material respects, there shall be no Redemption Event (as defined in Section 8.1 herein) or any event or condition which, after notice or lapse of time or both, would constitute a Redemption Event, and on the Closing Date one or more certificates to such effect, executed by the President and the Chief Financial Officer of the Company, shall be delivered to the Investors.

(b) Issuance of Senior Subordinated Notes. The Company shall have completed the offering of its Senior Subordinated Notes on substantially the same terms set forth in the preliminary offering circular, dated March 26, 1997 (the "Offering Memorandum"), distributed in connection with the Senior Subordinated Debt Financing.

(c) Repayment of Outstanding Indebtedness. Prior to or concurrently with the Closing, the Company shall have repaid or otherwise satisfied in full the whole principal amount, together with all accrued but unpaid interest thereon, of the Existing Senior Credit Facility outstanding immediately prior to the Closing Date.

(d) Acquisition of WPHI-FM. Concurrently with the Closing, the Company shall consummate and close the WPHI-FM Acquisition pursuant to the terms of the WPHI-FM Purchase Agreement without amendment, modification, waiver or imposition of adverse conditions and pursuant to other terms that are acceptable to the Investors.

(e) Warrantholders' Agreement. The Company, ROL, the Investors and the Management Stockholders shall have executed and delivered a First Amendment to the Warrantholders' Agreement (the "First Amendment to the Warrantholders' Agreement"), amending the Warrantholders' Agreement as of the Closing Date, in the form of Exhibit C hereto.

(f) FCC Consents. The Company shall have received all of the necessary and appropriate FCC consents, if any, for the consummation of the WPHI-FM Acquisition, any other transactions contemplated by this Agreement, the First Amendment to the Warrantholders' Agreement and any related agreements or documents, and the period for

seeking reconsideration, review or appeal of such FCC consents shall have expired and no such reconsideration, review or appeal shall have been sought by any party.

(g) Delivery of Documents. Concurrently with the Closing, the Company or ROL, as the case may be, shall have executed and delivered to the Investors the following:

(i) Certificates representing the Preferred Shares;

(ii) Certified copies of resolutions of the Board of Directors (and if necessary, the stockholders) of the Company and ROL, authorizing the execution and delivery of this Agreement, the Senior Loan Agreement (on terms consistent with the Commitment Letter), the Standstill Agreement and the First Amendment to the Warrantholders' Agreement and authorizing the WPHI-FM Acquisition and the Senior Subordinated Debt Financing;

(iii) A copy of the Company's and ROL's corporate charter or similar organizational document, as amended, certified as of the Closing Date by the Secretary of State of Delaware and the secretary of the Company;

(iv) A copy of the bylaws or similar governing document of the Company and ROL, as amended through the Closing Date, in each case certified by its respective secretary, with such bylaws of the Company in substantially the form of the Amended and Restated Bylaws attached hereto as Exhibit A;

(v) A certificate issued by the Secretary of State of Delaware certifying that the Company and ROL are in valid existence in Delaware and certifying as to the Company's and ROL's payment of all taxes;

(vi) A certificate issued by the Secretary of State of each state or other equivalent jurisdiction in which the Company and ROL each does business, certifying that the Company and ROL, as the case may be, is a foreign corporation or other entity in good standing in such state or other jurisdiction;

(vii) True and correct copies of the Commitment Letter;

(viii) True and correct copies of the WPHI-FM Purchase Agreement and all of the documents and instruments evidencing the transactions consummated in connection therewith;

(ix) A certificate signed by each of the President and Chief Financial Officer of the Company to the effect that, after the transactions contemplated hereby have been consummated: (a) the present fair saleable value of the assets of the Company and ROL on a consolidated basis exceeds its liabilities on a consolidated basis; (b) the Company and ROL have not been left with unreasonably small capital with which to engage in their

business for the foreseeable future; and (c) the Company and ROL on a consolidated basis have not incurred, and do not and should not anticipate incurring, debts beyond their ability to pay such debts as they mature;

(x) Pro forma annual budgets for the Company's fiscal years ending December 31, 1997 through December 31, 2002;

(xi) Pro forma monthly budgets for fiscal year 1997; and

(xii) Such other supporting documents and certificates as the Investors may reasonably request.

(h) No Violation or Injunction. The consummation of the transactions contemplated by this Agreement shall not be in violation of any law or regulation, and shall not be subject to any injunction, stay or restraining order.

(i) No Litigation. No litigation, suit, action, claim or investigation shall be pending, or threatened, which might impair or prevent the performance of any Interested Party hereunder or the transactions contemplated herein.

(j) No Adverse Change. Between the date of the Base Balance Sheet and the Closing Date, there shall have been no material adverse change in the financial conditions, prospects, properties, assets, liabilities, business or operations of the Company or ROL, whether or not in the ordinary course of business.

(k) Opinions of Counsel. The Investors shall have received the favorable written opinion of each of: (i) counsel for the Company, dated as of the Closing Date, in substantially the form attached hereto as Exhibit D; and (ii) special FCC counsel for the Company, dated as of the date of the Closing, in substantially the form attached hereto as Exhibit E.

(l) Compliance with Agreements. The Company, ROL and Interested Parties shall have performed and complied in all material respects with all agreements, covenants and conditions contained herein, and in any other document contemplated hereby, which are required to be performed or complied with by the Company, ROL and the Interested Parties on or before the Closing Date.

(m) All Documents Satisfactory. The Investors shall receive all documents related to the transactions contemplated by this Agreement and other materials (certified, if requested) as they may reasonably request in connection therewith. The issuance of the Preferred Shares to the Investors shall be made in conformity with all applicable state and federal securities laws.

(n) Standstill Agreement. Concurrently with the Closing, the Standstill Agreement, in a form substantially similar to Exhibit F, shall have been executed by all

parties thereto; provided, however, such agreement may be executed by the Senior Lender at a later date upon consummation of the Senior Loan Agreement.

(o) Payment of Investors' Legal Fees. All reasonable legal fees of the Investors shall, pursuant to Section 12.9 of this Agreement, be paid prior to or at the Closing; provided that the Company has been provided with a bill in reasonable detail at least 24 hours prior to the Closing.

3.2 Conditions of the Company. The Company's obligation to exchange the Subordinated Notes for Preferred Stock shall be subject to the fulfillment, to the Company's satisfaction, of the following conditions:

(a) Certificate of the Company. The representations and warranties of the Investors contained in Section 12.5 of this Agreement shall be true and correct in all material respects with the same force and effect as though such representations and warranties had been made on and as of the Closing Date, and each of the conditions hereafter specified in this Section 3.2 shall have been satisfied in all material respects.

(b) Issuance of Senior Subordinated Notes. The Company shall have completed the offering of its Senior Subordinated Notes on substantially the same terms set forth in the Offering Memorandum.

(c) Repayment of Outstanding Indebtedness. Prior to or concurrently with the Closing, the Company shall have repaid or otherwise satisfied in full the whole principal amount, together with all accrued but unpaid interest thereon, of the Existing Senior Credit Facility outstanding immediately prior to the Closing Date.

(d) Acquisition of WPHI-FM. Concurrently with the Closing, the Company shall consummate and close the WPHI-FM Acquisition pursuant to the terms of the WPHI-FM Purchase Agreement without amendment, modification, waiver or imposition of adverse conditions and pursuant to terms that are acceptable to the Company.

(e) Warrantholders' Agreement. The Company, ROL, the Investors and the Management Stockholders shall have executed and delivered the First Amendment to the Warrantholders' Agreement as of the Closing Date.

(f) FCC Consents. The Company shall have received all of the necessary and appropriate FCC consents, if any, for the consummation of the WPHI-FM Acquisition, any other transactions contemplated by this Agreement, the First Amendment to the Warrantholders' Agreement and any related agreements or documents, and the period of seeking reconsideration, review or appeal of such FCC consents shall have expired and no such reconsideration, review or appeal shall have been sought by any party.

(g) Delivery of Subordinated Notes. Concurrently with the Closing, the Investors shall have delivered the Subordinated Notes to the Company.

(h) No Violation or Injunction. The consummation of the transactions contemplated by this Agreement shall not be in violation of any law or regulation, and shall not be subject to any injunction, stay or restraining order.

(i) No Litigation. No litigation, suit, claim or investigation shall be pending, or threatened, which might impair or prevent the performance of any Interested Party hereunder or the transactions contemplated herein.

(j) Release of Security Interests. All of the Investors' security interests relating to the Subordinated Notes issued under the Securities Purchase Agreement shall be released by the Investors.

SECTION 4. FINANCIAL COVENANTS OF THE COMPANY

So long as the Preferred Shares are outstanding, the Company (for purposes of this Section 4 the term "Company" shall include any and all Subsidiaries) shall comply with the following covenants:

4.1 Minimum Broadcast Cash Flow. At the end of each fiscal quarter indicated below, the Company will not permit the Broadcast Cash Flow for the prior twelve (12) month period to be less than the following:

Quarter End Date	Minimum Broadcast Cash Flow ($000)
6/30/97	10,027
9/30/97	10,245
12/31/97	10,492
3/31/98	10,602
6/30/98	10,755
9/30/98	10,913
12/31/98	12,718
3/31/99	12,981
6/30/99	13,343
9/30/99	13,719
12/31/99	14,150
3/31/2000	14,364
6/30/2000	14,658
9/30/2000	14,964
12/31/2000	15,313
3/31/2001	15,566
6/30/2001	15,914
9/30/2001	16,277
12/31/2001	16,690

3/31/2002	16,820
6/30/2002	16,998
9/30/2002	17,183
12/31/2002	17,395
3/31/2003	17,530
6/30/2003	17,715
9/30/2003	17,909
12/31/2003	18,129
3/31/2004	18,296
6/30/2004	18,525
9/30/2004	18,763
12/31/2004	19,035
3/31/2005	19,211
6/30/2005	19,451
9/30/2005	19,702
12/31/2005	19,987

4.2 Maximum Corporate Overhead Expense. The Company will not incur or pay any Corporate Overhead Expense in excess of $1,800,000 for the fiscal year ending December 31, 1997 and $1,935,000 for the fiscal year ending December 31, 1998 or any fiscal year thereafter; provided, however, that such amount may be increased each year thereafter by up to 5% over the maximum permitted amount for the immediately preceding fiscal year (beginning with the fiscal year ending December 31, 1999) so long as the Company has not breached any quarterly minimum Broadcast Cash Flow requirement set forth in Section 4.1 above during such preceding fiscal year and no other Redemption Events shall have occurred and be continuing.

4.3 Capital Expenditures. Except for those capital expenditures described on Appendix A hereto, the Company will not make, incur, assume or otherwise become liable for Capital Expenditures in excess of $300,000 for any fiscal year period; provided, however, that if the Company does not incur Capital Expenditures in an aggregate amount of $300,000 during any fiscal year period, the Company may add such unused portion of permitted Capital Expenditures to the amount of the Capital Expenditure allotment for the following fiscal year period.

SECTION 5. AFFIRMATIVE COVENANTS OF THE COMPANY

For so long as any of the Preferred Shares or Warrants are outstanding, the Company shall comply with the following covenants:

5.1 Financial Statements. The Company will maintain a system of accounts sufficient to produce financial statements in accordance with GAAP, keep full and complete, in all material respects, financial records and furnish to each Investor the following reports:

(a) on or before April 1 of each fiscal year of the Company, (i) an audited consolidated balance sheet of the Company and its Subsidiaries as at the end of the preceding fiscal year, together with related audited consolidated statements of operations (including cash flows) of the Company and its Subsidiaries for such year, and (ii) an audited consolidating balance sheet of the Company and its Subsidiaries as at the end of the preceding fiscal year, together with related audited consolidating statements of operations (including cash flows) of the Company and its Subsidiaries for such year, in each case examined and reported upon by Arthur Andersen LLP or another firm of nationally recognized independent public accountants reasonably satisfactory to the Investors, prepared in accordance with GAAP and practices consistently applied, together with a certificate of the Chief Financial Officer of the Company and a written discussion and analysis by management of such financial statements, including a comparison of the results versus budget for the preceding fiscal year and an explanation for any variances therein;

(b) within forty-five (45) days after the end of each fiscal quarter, (i) unaudited consolidated balance sheets and statements of operations (including cash flows) of the Company and its Subsidiaries, and (ii) unaudited consolidating balance sheets and statements of operations (including cash flows) of the Company and its Subsidiaries, in each case such balance sheets to be as of the end of such quarter and such statements of operations to be both for the year-to-date period as of the end of such quarter and for the quarter, certified by the Chief Financial Officer of the Company, together with comparisons of actual results versus the budgeted results and the results for the comparable periods in the preceding fiscal year and a brief written discussion and analysis by management of such financial statements and an explanation for any variances therein;

(c) within thirty (30) days after the end of each of the first two months for each quarter (i) statements of operation comparing such results to (A) the budget for that period and (B) the results of the statements of operation for the prior year, and (ii) a balance sheet for such month, and (iii) a brief written discussion and analysis by management of such statements, including a comparison of the results versus the budgeted results and results for comparable periods in the preceding fiscal year and an explanation for any variances therein;

(d) copies of all other documents, statements and reports as and when delivered by the Company to any of its lenders or stockholders and notices of any material adverse changes to the business, financial condition, prospects or assets of the Company; and

(e) such other financial information as the Investors may reasonably request.

The certifications required from the Chief Financial Officer of the Company under Sections 5.1(a) and (b) above shall include a certification that, to the best of his or her actual knowledge after due inquiry and reasonable investigation, (i) there does not exist any Event of Noncompliance (as defined in Section 8.1 hereof) under this Agreement, or any set of facts or circumstances which, with the giving of notice and/or the passage of time, could constitute an Event of Noncompliance, or (ii) if any such Event of Noncompliance or

circumstances exist, stating the relevant facts and what actions the Company proposes to remedy them. In connection with the annual financial statements delivered pursuant to Section 5.1(a) above, the Company's independent public accountants shall certify to the Investors that in the course of conducting their audit they have reviewed this Agreement, and either (i) that they are not aware of any breaches, Events of Noncompliance or facts or circumstances of the kind described above, or (ii) set forth such breaches, Events of Noncompliance or facts as they have become aware of such. The Investors or their authorized representatives shall have the right to meet with the Company's public accountants from time to time to discuss the financial condition and results of operation of the Company, its financial controls and the accounting principles applied in the preparation of its financial statements.

5.2 Budget and Operating Forecast. Not later than thirty (30) days after the beginning of each fiscal year, senior management will prepare and submit to the Board of Directors of the Company, with a copy to each of the Investors, (a) a monthly budget for such fiscal year of the Company, together with management's written discussion and analysis of such budget and (b) five (5) year projections in similar form to the projections delivered to each of the Investors prior to the date hereof. The Company shall review its budget periodically and shall advise the Investors of all material changes therein and all material deviations therefrom.

5.3 Maintenance of Properties. The Company will maintain all properties used in the conduct of its business in good repair, working order and condition as necessary to permit such business to be conducted as presently conducted.

5.4 Inspection. Upon reasonable notice and during normal business hours, the Company will permit authorized representatives of the Investors to visit and inspect any of the properties of the Company, including its books of account (and to make copies thereof and take extracts therefrom), and to discuss its affairs, finances and accounts with the principal officers and independent accountants, all at such reasonable times and as often as may be reasonably requested so long as such visits, inspections and discussions do not unduly interfere with the conduct of the Company's business.

5.5 Tax Matters. The Company and each Subsidiary shall pay and discharge all lawful Taxes, assessments and governmental charges or levies imposed upon it with respect to its income or property before the same shall become in default, as well as all lawful claims for labor, materials and supplies which, if not paid when due, would reasonably be expected to become a Lien or charge upon its property or any part thereof; provided, however, that the Company and each Subsidiary shall not be required to pay and discharge any such Tax, assessment, charge, levy or claim so long as the validity thereof is being contested by it in good faith by appropriate proceedings and an adequate reserve therefor has been established. The Company and each Subsidiary will file all necessary Tax Returns. In addition, the Company and the Investors agree to file all Tax Returns consistently with the treatment of the Exchange as a non-reportable non-taxable event.

5.6 Compliance with Laws. The Company and each Subsidiary will comply in all material respects with all applicable statutes, rules and regulations of the United States (including, without limitation, the Communications Act and all applicable regulations and policies of the FCC), of the states thereof and their counties, municipalities and other subdivisions and of any other jurisdiction applicable to the Company or any of its Subsidiaries, except where (i) compliance therewith shall at the time be contested in good faith by appropriate proceedings, (ii) compliance is not required or (iii) the failure to comply would not reasonably be expected to have a material adverse effect on the assets, business or financial condition of the Company and the Subsidiaries, taken as a whole. The Company and each Subsidiary shall timely and properly file all regular and periodic reports and materials which the Company and each Subsidiary are required to file with any federal or state regulatory agency or governmental authority (including without limitation the FCC) and shall upon request provide each Investor with copies of all such reports and materials. In the event the Company learns of any material petition, action, investigation, notice of violation or apparent liability, notice of forfeiture, order to show cause, complaint, proceeding or the threat thereof before the FCC, the Company shall promptly notify the Investors of the same in writing and shall take all reasonable measures to contest the same in good faith or seek removal or rescission thereof.

5.7 Insurance. The Company and the Subsidiaries will keep their insurable properties insured, upon reasonable business terms, by financially sound and reputable insurers against liability, and the perils of casualty, fire and extended coverage in amounts of coverage at least equal to those customarily maintained by companies in the same or similar business, and of similar size, as the Company and the Subsidiaries. The Company and the Subsidiaries will also maintain with such insurers insurance against other hazards and risks and liability to persons and property to the extent and in the manner customary for companies engaged in the same or similar business, and of similar size.

5.8 Key Man Insurance. The Company shall maintain in full force and effect at all times policies of insurance in such form and issued by such insurers as shall be reasonably acceptable to the Investors insuring the lives of Liggins and Hughes, each in the amount of $1,000,000 ("Key Man Life Insurance"), and shall deliver to the Investors from time to time evidence of compliance with this Section 5.8.

5.9 Board of Directors Meetings; Management Rights. The Company shall: (a) ensure that meetings of the Board of Directors of the Company are held at least four (4) times each year at intervals of not more than four (4) months and that annual meetings (the "Annual Meetings") of the stockholders of the Company be held each year within 180 days of the Company's fiscal year end; (b) ensure that the Board of Directors maintains a Compensation Committee and create and maintain an Audit Committee within six months of the Closing Date or at the next Board of Directors meeting, which shall each meet at least once a year and be comprised of at least two (2) Independent Directors; (c) provide each Investor with all notices of such meetings; (d) allow a designated representative of each Investor holding any Preferred Shares to attend as an observer all meetings of the Board of Directors and all meetings of committees of the Board of Directors, and allow a designated

representative of each of the Investors to attend the Annual Meetings; and (e) provide the representatives of the Investors with all materials delivered to the Directors or stockholders of the Company, as the case may be, as and when such materials are delivered to the Directors or stockholders, and prior written notice of all such meetings, which shall be delivered simultaneously with delivery of such notice to the Directors or stockholders and at least five (5) days prior to all such meetings; provided, however, that in extraordinary circumstances, such Board of Directors may call meetings of Directors on less than five (5) days' prior written notice (but in no event less than two (2) business days). The Company shall permit its Board of Directors to act by meetings only and only if the meetings are held in accordance with Sections (c), (d) and (e) of this Section 5.9.

SECTION 6. NEGATIVE COVENANTS OF THE COMPANY

The Company covenants and agrees that from the date hereof and for so long as any of the Preferred Shares or Warrants are outstanding, the Company shall comply with the following covenants, unless otherwise consented to in writing by the Investors holding a majority of the outstanding shares of Preferred Stock in accordance with Section 12.1 (which consent may be withheld by the Investors in their sole discretion).

6.1 Indebtedness. The Company will not, and will not permit any Subsidiary to, directly or indirectly, incur, create, assume, become or be liable in any manner with respect to, or permit to exist, any Indebtedness or liability, except:

(a) Indebtedness under the Senior Subordinated Notes;

(b) Indebtedness outstanding under the Senior Loan Agreement and any refinancing of the Indebtedness under the Senior Loan Agreement on terms substantially similar or more favorable to the Company than the terms of the Senior Loan Agreement, provided that such refinancing shall not (i) increase the interest rates to a rate greater than the rate provided for under the terms of the Senior Loan Agreement, (ii) materially change the rate of amortization of the Senior Loan Agreement, (iii) extend the maturity of the Senior Debt beyond its current maturity or (iv) increase the principal amount of the Senior Debt in an amount in excess of $2,500,000;

(c) Indebtedness (including Indebtedness owed to Affiliates of the Company) as described in Schedule 6.1(c);

(d) Indebtedness with respect to unaffiliated, bona fide trade and other similar obligations and other normal accruals, including Taxes, assessments, and other governmental charges, arising in the ordinary course of business, consistent with past practice and which is either: (i) no more than 60 days past due or (ii) is being contested in good faith by appropriate proceedings ("Good Faith Contested Trade Debt"), and then only to the extent the amount thereof has been set aside on the Company's books, so long as such

Good Faith Contested Trade Debt, in the aggregate, does not exceed $125,000 at any one time;

(e) Indebtedness incurred for purchase money obligations and Capital Leases, so long as (i) the pertinent assets are acquired in the ordinary course of the Company's business, (ii) the Indebtedness secured thereby does not exceed the fair market value of such assets, and (iii) the aggregate amount of such Indebtedness does not exceed $1,500,000 at any one time;

(f) Intercompany Indebtedness;

(g) Indebtedness in respect of guaranties by the Company or any Subsidiary to a third party, to the extent that any such guarantee secures Indebtedness of the Company or any Subsidiary which is specifically permitted to be incurred or to remain outstanding under the provisions of this Section 6.1; and

(h) Other Indebtedness which (i) is not for money borrowed, (ii) is not related to any Capital Leases or purchase money indebtedness, (iii) is not owed to any Affiliate of the Company and (iv) is incurred in the ordinary course of business of the Company or any Subsidiary consistent with past practices and on reasonable terms, so long as the incurrence of such Indebtedness would not have a material adverse effect on the Company and its Subsidiaries taken as a whole.

6.2 Liens. The Company will not, and will not permit any Subsidiary to, directly or indirectly, create, incur, assume or suffer to exist any Lien of any nature whatsoever on any of its assets (including any leasehold interests in property used by the Company or any Subsidiary of the Company) or ownership interests now or hereafter owned, other than (the following are referred to herein collectively as "Permitted Liens"):

(a) Liens securing the payment of Taxes, and other government charges, either not yet due or the validity of which is being contested in good faith before appropriate proceedings, and as to which it shall have set aside on its books adequate reserves to the extent required by GAAP and provided that, in any event, payment of any such Tax, assessment, charge, levy or claim shall be made before any of the Company's property shall be seized and sold in satisfaction thereof;

(b) Deposits under worker's compensation, unemployment insurance and social security laws;

(c) Restrictions, easements, and minor irregularities in title which do not and will not interfere with the occupation, use and enjoyment of the properties of the Company in the normal course of business as presently conducted or materially impair the value of such assets for the purpose of such business;

(d) Liens securing Indebtedness permitted under Section 6.1(a), (b) or (c);

(e) Liens imposed by law, such as mechanics', materialmen's, landlords', warehousemen's, and carriers' Liens and other similar Liens, securing obligations incurred in the ordinary course of business which are not past due for more than sixty (60) days or which are being contested in good faith by appropriate proceedings and for which appropriate reserves have been established;

(f) Liens, deposits or pledges to secure the performance of bids, tenders, contracts (other than contracts for the payment of Indebtedness), leases (to the extent permitted under the terms of this Agreement), public or statutory obligations, surety, stay, appeal, indemnity, performance or other similar bonds, or other similar obligations arising in the ordinary course of business;

(g) Judgments and other similar Liens arising in connection with court proceedings, provided the execution or other enforcement of such Liens is effectively stayed and the claims secured thereby are being actively contested in good faith and by appropriate proceedings;

(h) Liens against the fee interest in real property leased by the Company which are securing obligations of the owner of such property;

(i) Liens on assets acquired with purchase money Indebtedness or as a result of Capital Leases permitted by Section 6.1(e) and so long as the obligation secured by a Lien so created, assumed, or existing shall not exceed one hundred percent (100%) of the lesser of cost or fair market value as of the time of acquisition of the property covered thereby and each such Lien shall attach only to the property so acquired and fixed improvements thereon; and

(j) Liens set forth on Schedule 6.2 attached hereto.

6.3 Sale of Assets. The Company will not, and will not permit any Subsidiary to, sell, lease, transfer or otherwise dispose of any of the Stations or FCC Licenses or any other material licenses or sell, lease, transfer or otherwise dispose of any material portion of its properties, assets, rights or licenses; provided, however, that (a) the Company may sell assets that are obsolete or are not required for its business, or individual assets without the Investors' prior written consent so long as the Company replaces if needed the sold property within a reasonable period of time with property of equal or greater utility to the conduct of the Company's business and so long as such sales or other dispositions of assets do not, in the aggregate, amount to a substantial portion of the assets of the Company, (b) the Company may sell assets which are not necessary for the operation of the Stations in any single transaction or series of related transactions involving the same buyer or its Affiliates so long as the aggregate sales value of such assets does not exceed $250,000, (c) the Company may sell radio air time and other assets in the normal course of the Company's business, and (d) the Company and ROL may transfer assets to and among themselves.

6.4 Fundamental Changes. The Company will not, and will not permit any Subsidiary to (a) form any additional direct or indirect Subsidiary, (b) terminate, liquidate, consolidate, or merge with another Person or otherwise acquire any additional business unit, except that (i) any Subsidiary (other than a License Subsidiary) may be merged or consolidated into the Company (provided that the Company shall be the surviving corporation), and (ii) any Subsidiary (other than a License Subsidiary) may sell, lease, transfer or otherwise dispose of any or all of its assets (upon voluntary liquidation or otherwise) to the Company, (c) make any advance, loan, extension of credit or capital contribution to, or purchase any stock, bonds, notes, debentures or other securities of or any assets constituting a business unit of, or make any other investment in, any Person (including without limitation any employees (except loans to employees in the aggregate outstanding principal amount of $20,000 at any one time) or Affiliates of the Company) or entity, except for (i) capital expenditures as and to the extent specifically permitted hereunder, (ii) cash and cash equivalents, (iii) Permitted Investments (as defined in the Indenture) and (iv) intercompany Indebtedness, or (d) enter into any local marketing or time brokerage arrangements.

6.5 Guaranties. The Company will not, and will not permit any Subsidiary to, guarantee, endorse or otherwise in any way become or be responsible for obligations of any other Person, except (a) endorsements of negotiable instruments for collection in the ordinary course of business; (b) guaranties to the Senior Lender permitted pursuant to Section 6.1(f) hereof, (c) guaranties of obligations of any Affiliate to the extent such obligations are permitted under Section 6.1; or (d) guaranties of obligations as more fully set forth in Schedule 6.5.

6.6 No Sale and Leaseback. The Company will not, and will not permit any Subsidiary to, enter into any arrangements, directly or indirectly, with any person whereby it shall sell or transfer any property, real, personal or mixed, used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property.

6.7 No Amendments to Charter or By-laws. The Company and Management Stockholders will not agree to any amendment to its charter or its by-laws without the approval of the Investors holding a majority of the outstanding shares of Preferred Stock.

6.8 No Change in Accounting Policies. Except as required by GAAP, the Company will not, and it will not permit any Subsidiary to, change or introduce any new method of accounting which differs in any substantive respect from the accounting as reflected in the audited financial statements delivered to the Investors hereunder.

6.9 Restrictions on Other Agreements. The Company will not, and it will not permit any Subsidiary to, enter into any agreement with any party which would restrict payments due to the Investors in respect of their Preferred Shares other than to the extent such payments are specifically restricted by the provisions of the Standstill Agreement, as in effect on the Closing Date and to be executed by the Senior Lender upon consummation of the Senior Loan Agreement, the Indenture, and the Senior Loan Agreement.

6.10 Affiliated Transactions. Other than those transactions, agreements or arrangements set forth in Schedule 6.10, all transactions, agreements or arrangements by and between the Company or any of its Subsidiaries and any director, officer, key employee or stockholder of the Company or any Subsidiary of the Company, or persons controlled by or affiliated with such director, officer, key employee or stockholder, shall require prior approval of the Investors holding a majority of the outstanding shares of Preferred Stock.

6.11 Distributions, Redemptions or Issuances of Capital Stock. Except as otherwise expressly provided in this Agreement and Exhibit A hereto, the Company will not: (a) declare or pay any dividends or make any distributions of cash, property or securities of the Company with respect to any shares of its Common Equity, any other class of its stock or warrants or options to purchase any class of its stock, make any payments to, or for the benefit of, the Management Stockholders (other than in compliance with Section 4.2) or directly or indirectly redeem, purchase, or otherwise acquire for any consideration any shares of its Common Equity, any other class of its stock or warrants or options to purchase any class of its stock (other than pursuant to a put or call of the Warrants under Article V of the Warrantholders' Agreement, as amended); or (b) issue, sell or grant any shares of capital stock of the Company, except on exercise by any Investor of Warrants or ROFR Warrants (as defined in the Warrantholders' Agreement, as amended), or bonds, certificates of indebtedness, debentures or other securities convertible into or exchangeable for capital stock of the Company or options, warrants or rights carrying any rights to purchase capital stock or convertible or exchangeable securities of the Company, except for Common Equity issued upon exercise of the Warrants or Exchange Warrants by the Investors.

6.12 Senior Loan Agreement Consent Right. The Company will not enter into the Senior Loan Agreement without obtaining the prior written consent of the holders of a majority of the Preferred Shares.

SECTION 7. SPECIAL COVENANTS

So long as the Preferred Shares are outstanding, but subject in all cases to the Standstill Agreement: (a) each of the Interested Parties will take any action which the Investors may reasonably request in order that the Investors obtain and enjoy the full rights and benefits granted to the Investors under this Agreement and the agreements contemplated hereby, including, without limitation, the use of his, her or its best efforts (provided, however, that in the case of the Management Stockholders, best efforts shall not include or require the payment of money or the incurrence of any other personal expense), consistent with the rules, regulations and policies of the FCC and any other Regulatory Agencies, to obtain any necessary approvals for any action or transaction contemplated by this Agreement or any agreement contemplated hereby for which such approval is then required or prudent, including, without limitation, preparing, signing and filing, with the FCC or any other pertinent Regulatory Agency or authority, any applications, notices, filings or reports necessary or prudent for approval of any such actions or transactions; (b) none of the Interested Parties will: (i) take any action to obstruct, impede or infringe upon the Investors'

enforcement of their rights, benefits and remedies under this Agreement and any agreement contemplated hereby or (ii) enter into any amendments to the Senior Loan Agreement or any other agreements with the Senior Lender which are not permitted by the Standstill Agreement or Section 6.1(b) hereof; (c) each of the Interested Parties agrees to cooperate fully with any and all actions taken by the Investors, including, without limitation, the full and complete cooperation and assistance in all proceedings, correspondence and other communications before or with the FCC, and any other state, local or other authority in connection with obtaining the approvals referred to above, in each such instance using its best efforts (provided, however, that in the case of Management Stockholders, best efforts shall not include or require the payment of money or the incurrence of any other personal expense); and (d) each of the Interested Parties agrees to exercise its voting and consent rights with respect to its shares of capital stock or partnership interests in the Company and the Subsidiaries, subject to the terms of the Standstill Agreement, to (i) comply with their respective covenants and other obligations under this Agreement and any agreement contemplated hereby and to not otherwise take any action that would or could conflict with or impair the rights and benefits of the Investors under this Agreement or any agreement contemplated hereby; and (ii) cooperate with, and use their respective best efforts (provided, however, that in the case of Management Stockholders, best efforts shall not include or require the payment of money or the incurrence of any other personal expense), to help effectuate, any actions taken by the Investors to enforce their rights, benefits and remedies hereunder and under any agreement contemplated hereby.

The Interested Parties hereto acknowledge that the foregoing provisions are, inter alia, intended to ensure that, subject to the terms of the Standstill Agreement, upon the occurrence of a Redemption Event, the Investors shall receive, to the fullest extent permitted by applicable law and governmental policy (including, without limitation, the rules, regulations and policies of the FCC), all rights necessary or desirable to obtain and/or sell the Stations and all of the Company's and Subsidiaries' properties and assets related thereto (including, without limitation, the FCC Licenses), and to exercise all remedies available to them under this Agreement and the other agreements contemplated hereunder or applicable law. The Interested Parties also acknowledge and agree that the Investors have the right under Section 10 of this Agreement and Article VI of the Warrantholders' Agreement, as amended, subject to the terms of the Standstill Agreement, to seek appointment of a receiver, trustee, transferee or similar official to effect the transactions contemplated by this Agreement, including without limitation, to seek from the FCC an involuntary transfer of control of each FCC License held by the Company or the Subsidiaries for the purpose of seeking a bona fide purchaser to whom control will ultimately be transferred, and that the Investors are entitled to seek such relief and the Interested Parties agree not to object thereto on any grounds. The Interested Parties further acknowledge and agree that, in the event of changes in law or governmental policy occurring subsequent to the date hereof that affect in any manner the Investors' rights of access to, or use or sale of, the Stations or any of the Company's and Subsidiaries' properties and assets related thereto (including, without limitation, the FCC Licenses), or the procedures necessary to enable the Investors to obtain such rights of access, use or sale, the parties hereto shall amend, subject to the terms of the Standstill Agreement, this Agreement and the agreements contemplated hereunder, in such manner as the Investors

shall reasonably request, in order to provide such rights to the greatest extent possible, consistent with this Section 7 and then applicable law and governmental policy.

SECTION 8. REDEMPTION EVENTS

8.1 Redemption Events. Each of the following events is herein referred to as an "Event of Noncompliance":

(a) if any representation or warranty made herein or in any agreement executed in connection with, or in any report, certificate, financial statement or other instrument furnished in connection with, this Agreement shall prove to have been false or misleading when made in any material respect;

(b) if a breach occurs in the payment of any funds due to the Investors in connection with the Preferred Shares, and such breach continues for more than ten (10) days after the due date;

(c) if a breach occurs in the due observance or performance of any covenant, condition or agreement on the part of the Company to be observed or performed pursuant to the provisions of Sections 4, 6.1, 6.2, 6.4 or 6.5 of this Agreement and such breach remains uncured for ten (10) days after the earlier to occur of (i) senior management's actual knowledge of such breach or (ii) written notice thereof from the Investors to the Company; provided, however, that if such breach cannot be remedied, then such breach shall be deemed to be an Event of Noncompliance as of the date of the occurrence thereof provided further, in the case of an Event of Noncompliance with respect to Section 4 of this Agreement, such Event of Noncompliance shall be deemed to be cured upon the Company's first compliance with the applicable financial performance target for a subsequent period of time;

(d) if a breach occurs in the due observance or performance of any covenant, condition or agreement on the part of the Company to be observed or performed pursuant to any of the provisions of this Agreement not referenced in clauses (b) or (c) above or any other agreement contemplated hereby and such breach remains uncured for thirty (30) days after written notice thereof from the Investors to the Company; provided, however, that if such breach cannot be remedied, then such breach shall be deemed to be an Event of Noncompliance as of the date of the occurrence thereof;

(e) if the payment of any other Indebtedness of the Company or any Subsidiary of the Company for borrowed money in amounts greater than $250,000 in the aggregate (including any Senior Debt) is accelerated prior to the stated maturity thereof;

(f) if the Company shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of it or any of its property, (ii) admit in writing its inability to pay its debts as they mature, (iii) make a general assignment for the benefit of

creditors, or (iv) file a voluntary petition in bankruptcy, or a petition or an answer seeking reorganization or an arrangement with creditors, or to take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation laws or statutes, or an answer admitting the material allegations of a petition filed against it in any proceeding under any such law, or if corporate action shall be taken for the purpose of effecting any of the foregoing;

(g) if there shall be filed against the Company an involuntary petition seeking reorganization of the Company or the appointment of a receiver, trustee, custodian or liquidator of the Company or a substantial part of its assets, or an involuntary petition under any bankruptcy, reorganization or insolvency law of any jurisdiction, whether now or hereafter in effect (any of the foregoing petitions being hereinafter referred to as an "Involuntary Petition");

(h) if final judgment(s) for the payment of money in excess of an aggregate of $250,000 shall be rendered against the Company or any Subsidiary and the same shall remain undischarged for a period of thirty (30) consecutive days, during which time execution shall not be effectively stayed;

(i) if there occurs any attachment of any deposits or other property of the Company or any Subsidiary, or any attachment of any other property of the Company or any Subsidiary in an amount exceeding $250,000, which shall not be discharged or effectively stayed within thirty (30) days of the date of such attachment; provided, however, that if the attachment subsequently becomes unstayed, the attachment will again become an Event of Noncompliance; or

(j) the Company or any Subsidiary shall lose, fail to keep in force, suffer the termination, suspension or revocation of or terminate, forfeit or suffer an amendment to any FCC License or other material license at any time held by it, the loss, termination, amendment, suspension or revocation of which would have a material adverse effect on the operations of the Company and its Subsidiaries taken as a whole or the Company's or any Subsidiary's ability to perform its obligations under this Agreement or under the Certificate.

If an Event of Noncompliance shall exist and be continuing and if and only if all indebtedness for money borrowed, including but not limited to the Senior Indebtedness (as defined in the Standstill Agreement), has been indefeasibly repaid in full in cash and all obligations of the Senior Lender under the Senior Loan Agreement to advance further funds shall have terminated, a "Redemption Event" shall have occurred, and upon each and every such Redemption Event and at any time thereafter during the continuance of such Redemption Event, at the election of the Investors holding a majority of the outstanding shares of Preferred Stock, the Company shall be required to redeem any or all of the outstanding shares of Preferred Stock, together with any and all accumulated and accrued but unpaid dividends thereon (such redemptions to take place on a pro rata basis among all holders of shares of Preferred Stock), anything contained herein or in the Certificate to the contrary notwithstanding (except in the case of an Event of Noncompliance under clauses (i)

through (iv) of paragraph (f) or paragraph (g) of this Section 8.1, in which event such Preferred Shares shall automatically become redeemable, provided that the holders of Preferred Shares shall not be entitled to any distribution of the Company's assets or funds until such time as the then outstanding Indebtedness has been paid in full). In the event of a redemption of the Preferred Stock as a result of the filing of an Involuntary Petition as specified in paragraph (g) of this Section 8.1, such right of redemption shall be rescinded, and the Company's rights hereunder reinstated, if, within sixty (60) days following the filing of such Involuntary Petition, such Involuntary Petition shall have been dismissed, and there shall exist no other Redemption Event under this Agreement.

8.2 Remedies on Default, etc. In case any one or more Redemption Events shall occur and be continuing and the Investors' right to redeem the Preferred Shares shall have been triggered, the Investors, subject to the rights and preferences of the Senior Debt and Senior Subordinated Notes, may proceed to protect and enforce their rights by an action at law, suit in equity or other appropriate proceeding, whether for the specific performance of any agreement contained in this Agreement or for an injunction against a violation of any of the terms hereof or in and of the exercise of any power granted hereby or by law. No right conferred upon the Investors hereby or by the Preferred Shares shall be exclusive of any other right referred to herein or therein or now or hereafter available at law, in equity, by statute or otherwise.

SECTION 9. STANDSTILL AGREEMENT

In the event of any conflict between any term or provision of this Agreement or any other Loan Document and any term or provision of the Standstill Agreement, the term or provision of the Standstill Agreement will control and govern.

SECTION 10. SALE OR REFINANCING COVENANT

Notwithstanding anything in this Agreement to the contrary and without limiting any rights that the Investors may have under this Agreement, the Warrantholders' Agreement, as amended, or any other agreements or documents related hereto or under applicable law, the Company shall, at the election of Investors holding a majority of the outstanding shares of Preferred Stock, within four (4) months after the occurrence of any of the events set forth below, enter into a signed purchase and sale agreement for the sale of the Company and the Subsidiaries or the assets thereof or a signed financing commitment letter with an institutional lender, in each case providing for sufficient funds to repay all indebtedness for money borrowed, including, but not limited to, the Senior Indebtedness, redeem the outstanding shares of Preferred Stock, pay the holders of the Warrants the value of the Warrants and close on such sale or financing and repay all indebtedness for money borrowed, including, but not limited to, the Senior Indebtedness, the amounts due to the holders of the Preferred Shares and the value of the Warrants to the holders of the Warrants promptly after any

required FCC approval is obtained and, in any event, within four (4) months after execution of the applicable purchase and sale agreement or financing commitment:

(a) the Company fails to redeem shares of Preferred Stock as required pursuant to the terms of the Certificate and such failure to redeem continues for more than five (5) days;

(b) the Company, directly or indirectly, without the prior written consent of Investors holding a majority of the outstanding shares of Preferred Stock, (i) breaches the covenants set forth in Section 4.2 by more than $250,000 annually or Section 6.11 by more than $250,000, breaches the covenants set forth in Section 6.1 by more than $2,000,000, breaches any of the covenants set forth in Sections 6.2, 6.3 or 6.5 hereof and the value or amount of the assets, transactions or liabilities involved exceeds $2,000,000, or breaches the covenant set forth in Section 6.4 in any material manner, and (ii) such breach is not cured within any applicable cure period; or

(c) the Company fails to meet the minimum trailing twelve month Broadcast Cash Flow amount set forth below for two (2) consecutive quarter end dates.

Quarter End Date	Minimum Broadcast Cash Flow ($000)
6/30/97	9,397
9/30/97	9,598
12/31/97	9,828
3/31/98	9,931
6/30/98	10,073
9/30/98	10,222
12/31/98	11,908
3/31/99	12,155
6/30/99	12,495
9/30/99	12,851
12/31/99	13,256
3/31/2000	13,456
6/30/2000	13,731
9/30/2000	14,019
12/31/2000	14,347
3/31/2001	14,582
6/30/2001	14,909
9/30/2001	15,250
12/31/2001	15,636

3/31/2002	15,758
6/30/2002	15,925
9/30/2002	16,099
12/31/2002	16,296
3/31/2003	16,422
6/30/2003	16,597
9/30/2003	16,778
12/31/2003	16,984
3/31/2004	17,147
6/30/2004	17,374
9/30/2004	17,610
12/31/2004	17,845
3/31/2005	18,017
6/30/2005	18,255
9/30/2005	18,503
12/31/2005	18,738

In the event that the Company fails to enter into a signed purchase and sale agreement or a signed financing commitment letter within four (4) months or fails to close on such sale or financing and repay all indebtedness for money borrowed, including but not limited to, the Senior Indebtedness, redeem the outstanding shares of Preferred Stock and pay the holders of the Warrants the value of the Warrants within four (4) months after execution of the applicable purchase and sale agreement or financing commitment letter as required under this Section 10, the Investors shall have those rights described in Article VI of the Warrantholders' Agreement, as amended, including, but not limited to, the right to expand the Board of Directors of the Company and each Subsidiary up to nine (9) directors to ensure that the Investors control a majority of each such Board of Directors and appoint individuals to the vacancies created by such expansions. Any actions by the Investors under the provisions of this Section 10 and any redemption of shares of Preferred Stock as a result of any occurrence of the events set forth herein shall be subject to the terms of the Standstill Agreement and shall not be deemed to be a de facto transfer of control for FCC purposes and shall be subject to the requirements that the Company and each Subsidiary obtain any necessary FCC approvals for the actions taken hereunder.

SECTION 11. DEFINITIONS

Unless the context specifically requires otherwise, capitalized terms used in this Agreement shall have the meaning specified below:

"Affiliate" of any Person means (a) any Person which, directly or indirectly, is in control of, is controlled by, or is under common control with such Person, or (b) any Person who is a director or officer (i) of such Person, (ii) of any subsidiary of such Person or (iii) of any Person described in clause (a) above. For purposes of this definition, control of a

Person shall mean the power, direct or indirect, (i) to vote 5% or more of the securities having ordinary voting power for the election of directors of such Person, or (ii) to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

"Broadcast Cash Flow" means, with respect to any fiscal period, Operating Cash Flow for such period increased by Corporate Overhead Expense and cash Taxes paid; provided however that such Corporate Overhead amount shall not exceed the maximum permitted under Section 4.2 hereof.

"Business Day" means any day other than a Saturday, Sunday or Massachusetts or federal holiday.

"Capital Expenditure" means with respect to any Person any liabilities incurred or expenditures made (net of any casualty insurance proceeds or condemnation awards used to replace fixed assets following a casualty event or condemnation with respect thereto) by such Person that, in conformity with GAAP is required to be accounted for as a capital expenditure on the consolidated balance sheet of such Person.

"Capital Lease" means with respect to any Person any obligation in respect of any lease of any property (whether real, personal or mixed) that, in conformity with GAAP, is required to be capitalized on the consolidated balance sheet of such Person or for which the amount of the asset and liability thereunder should be disclosed in a note to such balance sheet as if so capitalized.

"Cash Flow Period" means, as a separate period, each calendar year occurring during the term of this Agreement; provided, however, that the first Cash Flow Period shall commence on December 31, 1996 and end on December 31, 1997.

"Common Equity" means the Common Stock and Non-Voting Common Stock of the Company, collectively.

"Common Stock" means the voting class A common stock, par value $.01 per share, of the Company.

"Corporate Overhead Expense" means all general and administrative expenses incurred during any fiscal period which are not associated with, or attributable to, the particular operations of one or more of the Stations and which are properly classified as general and administrative expenses on the Company's financial statements, including compensation paid to senior management, insurance, rent, professional fees, travel and entertainment; notwithstanding any GAAP to the contrary, Corporate Overhead Expense shall include all compensation and distributions paid by the Company or the Subsidiary to or for the benefit of the Management Stockholders or any of their Affiliates.

"FCC" means the Federal Communications Commission (or any successor agency, commission, bureau, department or other political subdivision of the United States of America).

"Indebtedness" means with respect to any Person, without duplication, (i) any liability, contingent or otherwise, of such Person (A) for borrowed money (whether or not recourse of the lender is to the whole of the assets of such Person or only to a portion thereof), (B) evidenced by a note, debenture or similar instrument (including a purchase money obligation) given in connection with the acquisition of any property or assets, (C) for any letter of credit or performance bond in favor of such Person, (D) for the payment of money relating to a capitalized lease obligation, or (E) any liability, contingent or otherwise, of such Person to any other Person for any purchase price associated with any acquisition of assets, business or otherwise (including any deferred purchase price, assumption of Indebtedness, noncompetition payments or other forms of consideration); (ii) any liability of others of the kind described in the preceding clause (i), which the Person has guaranteed or which is otherwise its legal liability, contingent or otherwise; (iii) any obligation secured by a Lien to which the property or assets of such Person are subject, whether or not the obligations secured thereby shall have been assumed by or shall otherwise be such Person's legal liability; (iv) all other items (except items of capital stock, capital or paid-in surplus or of retaining earnings) which in accordance with GAAP, would be included as a liability on the balance sheet of such Person on the date of determination; and (v) any and all deferrals, renewals, extensions or refinancing of, or amendments, modifications of supplements to, any liability of the kind described in any of the preceding clauses (i), (ii), (iii) or (iv).

"Indenture" means the Indenture, to be dated as of May 15, 1997, among the Company, the Subsidiary Guarantors (as defined therein) and the Trustee, as amended from time to time in accordance with the terms thereof.

"Independent Director" means any member of the Company's or any Subsidiary's Board of Directors who is not an employee of the Company or any Subsidiary, it being understood and agreed that Brian McNeill and Terry Jones constitute "Independent Directors" hereunder; provided, however, that in no event shall Liggins or Hughes be considered an Independent Director.

"License Subsidiary" means any Subsidiary of the Company organized by the Company for the sole purpose of holding FCC Licenses.

"Lien" means any interest in, or claim against, property relating to an obligation owed to, or claim by, a Person other than the owner of the property, whether such interest is based on the common law, statute or contract, and including but not limited to any security interest lien arising from a mortgage, encumbrance, pledge, conditional sale or trust receipt or a lease, consignment or bailment for security purposes, any rights of first refusal, charges, claims, liabilities, limitations, conditions, restrictions or other adverse claims.

"Net Operating Income" means for any fiscal period, the net income (or loss) for such period, (a) excluding any net extraordinary income (or loss), and income (or loss) arising from barter or trade transactions for such period, and (b) after deducting all taxes accrued during such period and reserves for amounts then due and payable by the Company.

"Net Revenues" means gross revenues less agency commissions, after all property charges and reserves, as determined in accordance with GAAP.

"Non-Voting Common Stock" means the non-voting class B common stock, par value $.01 per share, of the Company.

"Operating Cash Flow" means for the Company and its Subsidiaries on a consolidated basis for the period involved, Net Revenues for such period, minus (a) operating expenses (including, without limitation, costs and expenses associated with format changes) for such period as determined in accordance with GAAP (exclusive of depreciation, amortization and barter expenses) incurred or paid during such period, (b) cash Taxes paid during such period and (c) Corporate Overhead Expense. Operating Cash Flow shall not include the effect of non-cash income or expense (including the effect of any exchange of advertising time for non-cash consideration such as merchandise, services or program material), non-cash losses from Subsidiaries and any write-up or write-down of assets or write-down of liabilities of the Company or its Subsidiaries, as determined in accordance with GAAP. Expense addbacks relating to the Acquisitions shall be added to Operating Cash Flow for the purposes of calculating minimum Broadcast Cash Flow in Sections 4.1 and 10 for the period following January 1, 1997 through the Closing in an amount not to exceed $100,000.

For purposes of calculating Operating Cash Flow with respect to assets not owned at all times during the period involved in determining Operating Cash Flow, there shall be (a) included the Operating Cash Flow of any assets acquired during the period involved in such determination and (b) excluded the Operating Cash Flow of any assets disposed of during the period involved in such determination, assuming in each such case that such assets are acquired or disposed of, as the case may be, on the first day of such period.

"Pension Plan" shall mean an employee benefit plan or other plan maintained for the employees of the Company or WPHI-FM as described in Section 4021(a) of ERISA.

"Person" means any individual, corporation, partnership, joint venture, limited liability company, business trust, joint stock company, trust or unincorporated organization or any government or any agency or political subdivision thereof.

"Regulatory Agency" means the FCC or any other federal, state or local agency which has jurisdiction to regulate the provision of radio broadcast services by the Company.

"SEC" means the Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933 and the rules and regulations promulgated thereunder, each as amended from time to time.

"Senior Debt" means the $7,500,000 aggregate principal amount available under the Senior Loan Agreement and renewals, extensions, and refinancings thereof, in accordance with the terms hereof and of the Standstill Agreement.

"Standstill Agreement" means the Standstill Agreement, to be dated as of the Closing Date, by and among the Trustee, the Company, ROL and the Investors, as amended or modified from time to time in accordance with the terms thereof, which agreement shall be executed by the Senior Lender upon the consummation of the Senior Loan Agreement.

"Subsidiary" or "Subsidiaries" means, collectively, ROL and any other corporation or partnership or other entity of whose shares of stock or partnership interests or other ownership interests having ordinary voting power (other than stock or other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the directors of such corporation, or other Persons performing similar functions for such entity, are owned, directly or indirectly, by the Company.

"Tax" means any federal, state, local, or foreign income, gross receipts, capital stock, franchise, profits, windfall profits, withholding, payroll, social security (or similar), unemployment, disability, real property, personal property, stamp, excise, occupation, sales, use, transfer, value added, alternative minimum, environmental, customs, duties, estimated or other tax, including any interest, penalty or addition thereto, whether disputed or not.

"Tax Returns" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto and including any amendment thereof.

"Trustee" means United States Trust Company of New York, the trustee under the Indenture.

The following terms shall have the meanings assigned to them in the provisions of this Agreement referred to below:

Acquisitions - Preamble Annual Meetings - Section 5.9 Base Balance Sheet - Section 2.5 Certificate - Section 1.1 Closing - Section 1.3 Closing Date - Section 1.3 Code - Section 2.12 Communications Act - Section 2.7 Company - Preamble Environmental Law - Section 2.16(d)

Series A Preferred Stock - Preamble Series B Amended and Restated Warrants - Preamble Series B Preferred Investors - Preamble Series B Preferred Shares - Section 1.1 Series B Preferred Stock - Preamble Stations - Section 2.6 Subordinated Notes - Preamble Warrantholders' Agreement - Preamble Warrants - Preamble WPHI-FM - Preamble WPHI-FM Acquisition - Preamble WPHI-FM Purchase Agreement - Preamble WYCB-AM - Preamble WYCB-AM Acquisition - Preamble 1940 Act - Section 2.17

SECTION 12. GENERAL

12.1 Amendments, Waivers and Consents. For the purposes of this Agreement and all agreements, documents and instruments executed pursuant hereto, except as otherwise specifically set forth herein or therein, no course of dealing between any Interested Party and the Investors and no delay on the part of any party hereto in exercising any rights hereunder or thereunder shall operate as a waiver of the rights hereof and thereof. No covenant or other provision hereof or thereof may be waived otherwise than by a written instrument signed by the party so waiving such covenant or other provision; provided, however, that except as otherwise provided herein or therein, changes in or additions to, and any consents required by this Agreement may be made, and compliance with any term, covenant, condition or provision set forth herein may be omitted or waived (either generally or in a particular instance and either retroactively or prospectively) only by a consent or consents in writing signed by Investors holding a majority of the outstanding shares of Preferred Stock and the Company. Unless otherwise specifically stated herein, any action by the Investors hereunder shall require the consent of the holders of a majority of the outstanding shares of Preferred Stock; provided, however, that any action that would result in any Investor receiving a benefit or payment disproportionate to their interest in the Preferred Stock or Warrants, respectively, shall require the consent of the other Investor or Investors, and any action that would result in any Investor or Investors receiving a burden or liability disproportionate to their interest in the Preferred Stock or the Warrants shall require the consent of such disproportionately burdened Investor or Investors (in each case with such benefits, burdens and liabilities being determined without regard to the individual tax or financial position of each of the Investors); and provided further, that any amendment that would change or alter the mandatory redemption date, the dividend rate, the dividend rate in event of a breach, or the redemption terms of the Preferred Stock shall require the unanimous consent of the Investors; and provided further, that any amendment to Sections 6.4 or 6.11 shall require the consent of Investors holding eighty percent (80%) of the

outstanding shares of Preferred Stock; and provided further, that any amendment requiring the consent of the Senior Lender or the Trustee under the Indenture under the Standstill Agreement shall not be effective unless such consent has been obtained. Any amendment or waiver effected in accordance with this paragraph shall be binding upon the Investors, all other holders of any securities governed by this Agreement at the time outstanding (including securities into which such securities have been converted) and each future holder of all such securities and the Interested Parties.

With respect to any action hereunder requiring the consent or approval of the Investors, if the Preferred Stock has been redeemed in full for any reason, such action shall then require the consent or approval of Investors that held, immediately prior to such redemption, at least that percentage of the outstanding shares of Preferred Stock that would otherwise have been required to secure the consent or approval of such action under the terms of this Agreement.

12.2 Survival of Covenants, Representations and Warranties; Assignability of Rights. All covenants, agreements, representations and warranties of the Interested Parties made herein and in the certificates, exhibits or schedules delivered or furnished to the Investors in connection herewith shall be deemed material and to have been relied upon by the Investors and, except as provided otherwise in this Agreement, shall survive the delivery of the Preferred Shares and shall bind the Interested Parties' successors and assigns, whether so expressed or not, and, except as provided otherwise in this Agreement, all such covenants, agreements, representations and warranties shall inure to the benefit of the Investors' successors and assigns, whether so expressed or not. Any representation or warranty that is qualified by the knowledge of the Company or ROL shall mean that no member of senior management of the Company or ROL, as appropriate, has actual knowledge that the representation or warranty that is so qualified is untrue.

12.3 Governing Law; Jurisdiction; Venue. THIS AGREEMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS. EACH OF THE INVESTORS AND THE INTERESTED PARTIES HEREBY REPRESENTS, WARRANTS AND AGREES THAT THE NEGOTIATION OF THIS AGREEMENT AND THE EXCHANGE OF THE PREFERRED SHARES HEREUNDER AND ALL OTHER PRINCIPAL TRANSACTIONS BETWEEN THE INVESTORS AND THE INTERESTED PARTIES HAVE TAKEN PLACE IN THE COMMONWEALTH OF MASSACHUSETTS. EACH OF THE INTERESTED PARTIES HEREBY ACKNOWLEDGES THAT IT HAS CAREFULLY REVIEWED AND UNDERSTANDS THE TERMS OF THIS AGREEMENT AND THE PREFERRED SHARES, HAS OBTAINED AND CONSIDERED THE ADVICE OF COUNSEL WITH RESPECT TO SUCH TERMS AND HAS HAD AN OPPORTUNITY TO FULLY NEGOTIATE SUCH TERMS. Each Interested Party hereby agrees that the state and federal courts of the Commonwealth of Massachusetts or, at the option of the Investors, as appropriate, any other court in which the Investors, as appropriate, shall initiate legal or equitable proceedings, to the extent such court

otherwise has jurisdiction, shall have jurisdiction to hear and determine any claims or disputes between the Investors, as appropriate, and any Interested Party pertaining directly or indirectly to this agreement and all documents, instruments and agreements executed pursuant hereto, or to any matter arising therefrom (unless otherwise expressly provided for therein). To the extent permitted by law, each Interested Party hereby expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced by the Investors in any of such courts, and agrees that service of such summons and complaint or other process or papers may be made by registered or certified mail addressed to such Interested Party at the address to which notices are to be sent pursuant to this Agreement. Each Interested Party waives any claim that Boston, Massachusetts is an inconvenient forum or an improper forum based on lack of venue. To the extent permitted by law, should any Interested Party, after being so served fail to appear or answer to any summons, complaint, or process or papers so served within 30 days after the mailing thereof, such Interested Party shall be deemed in default and an order and/or judgment may be entered by the Investors, as appropriate, against such Interested Party as demanded or prayed for in such summons, complaint, process or papers. The exclusive choice of forum set forth in this Section 12.3 shall not be deemed to preclude the enforcement of any judgment obtained in such forum or the taking of any action to enforce the same in any other appropriate jurisdiction.

12.4 Section Headings. The descriptive headings in this Agreement have been inserted for convenience only and shall not be deemed to limit or otherwise affect the construction of any provision hereof.

12.5 Representations and Covenants of the Investors. The Investors represent that they are acquiring the Preferred Shares for their own account for investment only and not with a view to, or the intention of, distributing or reselling such Preferred Shares or any part thereof other than pursuant to a registration statement under the Securities Act or an exemption thereunder, without prejudice, however, to their right (subject to the terms of the Preferred Stock and this Agreement) at all times to sell or otherwise dispose of all or any part of the Preferred Shares pursuant to a registration under the Securities Act, or an exemption from such registration.

The Investors have such knowledge and experience in financial and business matters that they are capable of evaluating the merits and risks of an investment in the Preferred Shares and making an informed investment decision with respect thereto.

The Investors have had the opportunity to ask questions and receive written answers concerning the terms and conditions of the offering of the Preferred Shares purchased hereunder, as well as the opportunity to obtain any additional information necessary to verify the accuracy of information furnished in connection with such offering which the Company possesses or can acquire without unreasonable effort or expense.

Each Investor is either: (i) a bank as defined in Section 3(a)(2) of the Securities Act, (ii) a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, (iii) a Small Business Investment Company licensed by the U.S. Small

Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958, (iv) a corporation, Massachusetts or similar business Trust, or partnership not formed for the specific purpose of acquiring the Preferred Shares, with total assets in excess of $5,000,000, (v) a natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his or her purchase exceeds $1,000,000, or (vi) a natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with that person's spouse in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year.

Each Investor hereby agrees to execute and deliver the Standstill Agreement substantially in the form of Exhibit F hereto at the Closing.

12.6 Notices and Demands. Any notice or demand which, by any provision of this Agreement or any agreement, document or instrument executed pursuant hereto or thereto, except as otherwise provided therein, is required or provided to be given shall be deemed to have been sufficiently given or served and received for all purposes three days after being sent by certified or registered mail, postage and charges prepaid, return receipt requested, or by express delivery providing receipt of delivery, to the following addresses:

If to the Company or ROL to:

Radio One, Inc.
4001 Nebraska Avenue, N.W.
Washington, D.C. 20016
Attention: Alfred C. Liggins

With a copy to:

Kirkland & Ellis
655 Fifteenth Street, N.W.
Washington, D.C. 20005
Attention: Richard L. Perkal, Esq.

If to the Series B Preferred Investors to:

Alta Subordinated Debt Partners III, L.P.
c/o Burr, Egan, Deleage & Co.
One Post Office Square
Boston, MA 02109
Attention: Brian W. McNeill

BancBoston Investments Inc.
175 Federal Street
10th Floor
Boston, MA 02110
Attention: Sanford Anstey

Grant M. Wilson
201 Concord Street
Carlisle, MA 01741

With copies to:

Goodwin, Procter & Hoar LLP
Exchange Place
Boston, MA 02109
Attention: John J. Egan III, Esq.

Ropes & Gray
One International Place
Boston, MA 02110
Attention: Winthrop G. Minot, Esq.

If to the Series A Preferred Investors:

Syncom Capital Corporation
8401 Colesville Road, Suite 300
Silver Spring, MD 20910
Attention: Terry L. Jones

Alliance Enterprise Corporation
12655 N. Central Expwy.
Suite 700
Dallas, TX 75243
Attention: Davakar Kamath

Greater Philadelphia Venture Capital Corporation, Inc.
351 E. Connestoga Road
Wayne, PA 19087
Attention: Fred Choate

Opportunity Capital Corporation
2201 Walnut Avenue, Suite 210
Freemont, CA 94538
Attention: J. Peter Thompson

Capital Dimensions Venture Fund, Inc.
2 Appletree Square #335-T
Minneapolis, MN 55425-1637
Attention: Dean Pickerell

TSG Ventures Inc.
177 Broad Street, 12th Floor
Stamford, CT 06901
Attention: Duane Hill

Fulcrum Venture Capital Corporation
300 Corporate Point
Suite 380
Culver City, CA 90230
Attention: Brian E. Argrett

or at any other address designated by any party to this Agreement to each of the other parties in writing; and if to an assignee of an Investor, to its address as designated to the Company in writing.

12.7 Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which when so executed and delivered shall be taken to be an original; but such counterparts shall together constitute but one and the same document.

12.8 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be deemed prohibited or invalid under such applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, and such prohibition or invalidity shall not invalidate the remainder of such provision or the other provisions or this Agreement.

12.9 Expenses.

(a) The Company shall pay all costs and expenses, including without limitation accounting fees, due diligence costs and reasonable legal fees, expenses, and disbursements of Goodwin, Procter & Hoar LLP (special counsel for the Investors), Ropes & Gray (special counsel for BancBoston Investments Inc.) and the special Small Business Investment Company counsel to the Series A Preferred Investors, if any, that the Investors and the Company incur in connection with the negotiation, execution, delivery and performance of this Agreement. The Company and ROL shall indemnify and hold the Investors (on an after-Tax basis) (including their Affiliates, partners, employees and controlling persons) harmless from and against any and all claims, liabilities, losses, damages and expenses which may be or have been incurred by them (including the fees of counsel) to the extent that such claims, liabilities, losses, damages and expenses relate to, arise out of, or

result from the negotiations relating to, or transactions contemplated by, this Agreement, including without limitation the Senior Subordinated Debt Financing.

(b) The Company and the Investors have agreed to treat the Exchange as a non-reportable, non-taxable transaction. The Company and the Investors agree that the fair market value of the Preferred Stock on the date of the Exchange will be equal to the face amount of such Preferred Stock. The Company and ROL shall indemnify and hold the Investors (on an after-Tax basis) (including their Affiliates, partners, employees and controlling persons) harmless from and against any and all Tax liabilities that arise as a result of: (i) the Exchange or from any other transaction contemplated herein; (ii) an adverse determination by a taxing authority that the fair market value of the Preferred Stock on the date of the Exchange was less than the face amount of such Preferred Stock; or (iii) an adverse determination by a taxing authority that a redemption of the principal amount of such Preferred Stock was a dividend for tax purposes. In the event: (i) the Company and ROL are required to make a payment under the provisions of this Section 12.9(b) (a "Tax Indemnification Payment"), (ii) such Investor or Affiliate later sells, exchanges or otherwise disposes of Preferred Stock (or any securities that may be issued in respect of or in exchange therefor) in a taxable transaction and (iii) the Taxes payable by such seller with respect to such sale, exchange or disposition are less than the Taxes that would have been payable had no Tax Indemnification Payment ever been required (the difference between the Taxes payable and those that would have been payable in the absence of a previous Tax Indemnification Payment, "Tax Savings"); then the Investor or Affiliate, as the case may be, shall pay to the Company and ROL, as the case may be, the amount of such Tax Savings; provided, however, that the amount of Tax Savings required to be paid by any Investor and its Affiliates pursuant to this sentence shall not exceed the amount of Tax Indemnification Payments previously received by such Investor and its Affiliates.

12.10 Confidentiality. The Investors agree not to disclose to third parties any confidential or proprietary information furnished to them by the Company under this Agreement, except for information which (a) is in the public domain, or enters the public domain other than by such party's breach of this Agreement, (b) was known to such party prior to its disclosure by the Company, (c) is required to be disclosed by applicable laws or regulations or by order of any governmental agency or authority having competent jurisdiction, or (d) constitutes summary financial or descriptive business information disclosed by such party which is an investment fund as part of its regular reports to its partners.

12.11 Regulation and Civil Rights.

(a) The Series A Preferred Investors are Specialized Small Business Investment Companies and are regulated by the Small Business Investment Act of 1958, as amended (the "SBIA Act") and the various regulations promulgated pursuant to the SBIA Act (together with the SBIA Act, the "SBIA Rules"). With respect to the Series A Preferred Investors, this Agreement and the Preferred Shares issued hereunder shall be interpreted in conformity with the SBIA Rules and any provision or term of this Agreement or the

Preferred Shares which may be deemed to conflict with any of the provisions of the SBIA Rules shall be construed so as to not conflict therewith and shall be subject to any limitations or requirements of such SBIA Rules.

(b) The Company shall comply with the provisions of the Civil Rights Act of 1964 and file with or make available to each Investor such information as may be necessary to enable such Investor to meet its reporting requirements to the Small Business Administration.

12.12 Termination. As of the Closing Date, the Securities Purchase Agreement (other than Sections 1.3(b), 12.2 (with respect to representations and warranties only), 12.3 and 12.9 and for definitional purposes with respect to the Warrantholders' Agreement and the Amended and Restated Warrant Certificates) and all related security interests and agreements related thereto (including, without limitation, the Guaranty, dated as of June 6, 1995, by the subsidiaries of the Company then existing in favor of the Investors and the Shareholder Pledge Agreement, dated as of June 6, 1995, by the Management Stockholders in favor of the Investors) are hereby terminated, and of no further force and effect, and each of the parties thereto hereby forever releases each of the other parties from any liability arising thereunder (other than with respect to Sections 1.3(b), 12.2 (with respect to representations and warranties only), 12.3 and 12.9 of the Securities Purchase Agreement), under the Subordinated Notes, or under any security interest or agreement related thereto. In addition, the Investors agree to execute such other instruments and documents and take such other actions as may be reasonably requested by the Company or the Management Stockholders to evidence the release of such security interests.

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IN WITNESS WHEREOF, the undersigned have executed this Preferred Stockholders' Agreement as a sealed instrument as of the day and year first above written.

COMPANY:

RADIO ONE, INC.

By: /s/ Alfred C. Liggins

Name: Alfred C. Liggins
Title: President

SUBSIDIARY:

RADIO ONE LICENSES, INC.

By: /s/ Alfred C. Liggins

Name: Alfred C. Liggins
Title: President

[Signature Page to Preferred Stockholders' Agreement]

[Signature Pages Continue]

SERIES B PREFERRED INVESTORS:

ALTA SUBORDINATED DEBT
PARTNERS III, L.P.

By: Alta Subordinated Debt
Management III, L.P., its
General Partner

By: /s/ Eileen McCarthy

Name: Eileen McCarthy
Title:

BANCBOSTON INVESTMENTS INC.

By: /s/ Lars A. Swanson

Name: Lars A. Swanson
Title: Vice President

/s/ Grant M. Wilson

Grant M. Wilson, individually

[Signature Page to Preferred Stockholders' Agreement]

[Signature Pages Continue]

SERIES A PREFERRED INVESTORS:

SYNCOM CAPITAL CORPORATION

By: /s/ Terry L. Jones

Name: Terry L. Jones
Title: President

ALLIANCE ENTERPRISE CORPORATION

By: /s/ Divakar Kamath

Name: Divakar Kamath
Title: Executive Vice President

GREATER PHILADELPHIA VENTURE
CAPITAL CORPORATION, INC.

By: /s/ Fred G. Choate

Name: Fred G. Choate
Title: Manager

OPPORTUNITY CAPITAL CORPORATION

By: /s/ J.P. Thompson

Name: J. Peter Thompson
Title: President

[Signature Page to Preferred Stockholders' Agreement]

[Signature Pages Continue]

CAPITAL DIMENSIONS VENTURE
FUND, INC.

By: /s/ Dean Pickerell

Name: Dean Pickerell
Title: President

TSG VENTURES INC.

By: /s/ Duane E. Hill

Name: Duane E. Hill
Title: Principal

FULCRUM VENTURE CAPITAL
CORPORATION

By: /s/ Brian Argrett

Name: Brian Argrett
Title: President

[Signature Page to Preferred Stockholders' Agreement]

[Signature Pages Continue]

MANAGEMENT STOCKHOLDERS:

/s/ Alfred C. Liggins

Alfred C. Liggins, individually

/s/ Catherine L. Hughes

Catherine L. Hughes, individually

/s/ Jerry A. Moore

Jerry A. Moore III, individually

[Signature Page to Preferred Stockholders' Agreement]

APPENDIX A

ADDITIONAL PERMITTED CAPITAL EXPENDITURES

Schedule A

Series A Preferred Investors		Number of Shares of Series A Preferred Stock (if the Closing occurs on 5/19/97)
Syncom Capital Corporation		13,595.69
Alliance Enterprise Corporation		9,126.55
Greater Philadelphia Venture Capital Corporation, Inc.		2,359.67
Opportunity Capital Corporation		4,872.30
Capital Dimensions Venture Fund, Inc.		37,258.14
TSG Ventures Inc.		7,980.59
Fulcrum Venture Capital Corporation		9,650.09
	Total:	84,843.03

Series B Preferred Investors		Number of Shares of Series B Preferred Stock (if the Closing occurs on 5/19/97)
Alta Subordinated Debt Partners III, L.P.		72,139.57
BancBoston Investments Inc.		49,249.44
Grant M. Wilson		3,078.09
	Total:	124,467.10

Number of Shares of Preferred Stock Per Diem if the Closing occurs after 5/19/97	77.20

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WARRANTHOLDERS' AGREEMENT

By and Among

Radio One, Inc.,

Radio One of Maryland, Inc.,

Radio One License, Inc.,

Radio One of Maryland License, Inc.

Catherine L. Hughes,

Alfred C. Liggins,

Jerry A. Moore, III

and

The New Investors and the
Original Investors as defined and set forth herein
and on the signature pages hereto

Dated as of June 6, 1995

This agreement is subject to an Intercreditor and Subordination Agreement dated as of the date hereof among RADIO ONE, INC., the Subsidiaries of Radio One, Inc. from time to time, the Subordinated Lenders (as defined therein), the Lenders (as defined therein) and NationsBank of Texas, N.A., as Agent to the Lenders (as defined therein) and individually as a Lender. By its acceptance of this agreement, each party hereto agrees to be bound by the provisions of such Intercreditor and Subordination Agreement to the same extent that each Subordinated Lender is bound. In the event of any inconsistency between the terms of this agreement and the terms of such Intercreditor and Subordination Agreement, the terms of the Intercreditor and Subordination Agreement shall govern and be controlling.

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WARRANTHOLDERS' AGREEMENT

This Warrantholders' Agreement is made as of this 6th day of June, 1995, by and among Radio One, Inc., a District of Columbia corporation (the "Company"), Radio One of Maryland, Inc., a Delaware corporation, Radio One License, Inc., a District of Columbia corporation, Radio One of Maryland License, Inc., a District of Columbia corporation (collectively, the "Subsidiaries"), Catherine L. Hughes, Alfred C. Liggins and Jerry A. Moore, III (collectively, the "Management Stockholders"), the investors listed on Schedule A hereto (the "New Investors"), and the additional investors listed on Schedule B hereto (the "Original Investors") (the New Investors and the Original Investors being referred to herein collectively as the "Investors" and individually as an "Investor," and the Investors and the Management Stockholders being referred to herein collectively as the "Securityholders" and individually as a "Securityholder").

The capitalized terms used herein which are defined in the Securities Purchase Agreement and not otherwise defined herein shall have the meanings set forth in the Securities Purchase Agreement (the "Securities Purchase Agreement"), dated as of June 6, 1995, by and among the Company, the Subsidiaries and the Securityholders.

W I T N E S S E T H

WHEREAS, reference is made to the Securities Purchase Agreement, whereby the Investors will, subject to the terms and conditions set forth in the Securities Purchase Agreement, acquire an aggregate principal amount of $17,000,000 of Subordinated Promissory Notes of the Company (the "Notes") and the New Investors will acquire warrants (the "New Warrants") to purchase an aggregate of up to 17.84% of the fully-diluted Common Equity (as defined in the Securities Purchase Agreement) of the Company;

WHEREAS, reference is made to the Exchange Agreement, dated as of June 6, 1995, by and among the Company and the Original Investors, pursuant to which the Original Investors will exchange their outstanding warrants (the "Old Warrants") to purchase 50.39% of the Common Stock on a fully-diluted basis for new warrants (the "Exchange Warrants," and together with the New Warrants, the "Warrants") to purchase an aggregate of up to 33.66% of the fully diluted Common Equity and $6,251,094 in cash, subject to the terms and conditions set forth in the Exchange Agreement;

WHEREAS, the effectiveness of this Agreement is a condition to the consummation of the Securities Purchase Agreement and the Exchange Agreement; and

WHEREAS, the parties hereto desire to provide for the orderly management of the Company and the Subsidiaries and the ownership of outstanding securities of the Company and the Subsidiaries following the closing of the transactions contemplated hereby.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

ARTICLE I. REPRESENTATIONS AND WARRANTIES

Section l.01. Representations and Warranties of the Original Investors. Each Original Investor hereby makes the following representations and warranties and covenants to the Company and each New Investor:

(a) Such Original Investor, by reason of its business and financial experience, has such knowledge, sophistication and experience in business and financial matters as to be capable of evaluating the merits and risks of its investment in the Notes and Warrants, and is purchasing the Notes and Warrants being acquired by it for its own account, for investment only and not with a view to, or any present intention of, distributing or reselling such securities or any part thereof. Each of the Original Investors acknowledges that its respective Notes and Warrants have not been registered under the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder (the "Securities Act"), or the securities laws of any state or other jurisdiction and cannot be disposed of unless they are subsequently registered under the Securities Act and any applicable state laws or an exemption from such registration is available.

(b) Such Original Investor has full authority and power under its governing charter or comparable document to enter into this Agreement and each agreement, document and instrument to be executed and delivered by or on behalf of such Original Investor pursuant to or as contemplated by this Agreement and to carry out the transactions contemplated hereby and thereby. This Agreement and each agreement, document and instrument to be executed and delivered by such Original Investor pursuant to or as contemplated by this Agreement constitute, or when executed and delivered by such Original Investor will constitute, valid and binding obligations of such Original Investor enforceable in accordance with their respective terms. The execution, delivery and performance by such Original Investor of this Agreement and each such agreement, document and instrument:

(i) do not and will not violate any laws, rules or regulations of the United States or any state or other jurisdiction applicable to such Original Investor, or require such Original Investor to obtain any approval, consent or waiver of, or to make any filing with, any Person that has not been obtained or made; and

(ii) do not and will not result in a breach of, constitute a default under, accelerate any obligation under or give rise to a right of termination of any indenture or loan or credit agreement or any other agreement, contract, instrument, mortgage, lien, lease, permit, authorization, order, writ, judgment, injunction, decree, determination or arbitration award to which such Original Investor, the Company or any of the Subsidiaries is a party or by which the property of such Original Investor, the Company or any of the Subsidiaries is bound or affected, or result in the creation or imposition of any mortgage, pledge, lien, security interest or other charge or encumbrance on any of the assets or properties of such Original Investor or of the Company or any of the Subsidiaries.

(c) Such Original Investor hereby acknowledges that, except for the Notes and Warrants issued pursuant to the Securities Purchase Agreement and the Exchange Agreement and its rights under this Agreement, it has no claims against the Company or the Subsidiaries and their respective affiliates and such Original Investor hereby agrees on behalf of itself and its agents, representatives, successors, and assigns to remise, release and forever discharge the Company, the Subsidiaries, their respective affiliates, and the present and future agents, representatives, heirs, successors and assigns of the Company and the Subsidiaries of and from all actions, causes of action, contributions, indemnities, apportionments, duties, debts, sums, sums of money, suits, omissions, bonds, bond specialties, covenants, contracts, controversies, restitutions, understandings, agreements, promises, commitments, damages, responsibilities and any and all claims, demands, executions, liabilities and accounts of whatsoever kind, nature or description, direct or indirect, oral or written, known or unknown, matured or unmatured, suspected or unsuspected at the present time, in law or in equity (including, without limitation, those in contract or in tort or otherwise, or under the laws and regulations of the United States or any state or other jurisdiction or public administrative board or agency), and which may be based upon, result from, relate to or arise out of the existing state of things, or matters arising prior to the date of execution and delivery hereof, which such Original Investor ever had, now has or ever has from time to time to the date hereof. Such Original Investor further represents and agrees that the representations in this Section l.0l.(c) are freely and voluntarily given by it without reliance on any inducements, promises or representations which are not described herein and after the receipt of advice from its legal counsel as to the meaning and consequences of such representations and acknowledges its understanding of the terms contained herein and the consequences thereof.

(d) Each Original Investor hereby acknowledges that it is a sophisticated investor accustomed to making valuations of investments such as the Old Warrants, the Exchange Warrants and the Notes and agrees that, in entering into this Agreement, the Securities Purchase Agreement, the Exchange Agreement and any other agreement contemplated hereby or thereby, each Original Investor has relied upon its own valuation of the Old Warrants held, and Exchange Warrants to be received, by such Original Investor and not upon a valuation provided by the Company or any other party hereto. In this regard, each Original Investor also acknowledges that (i) it has had complete opportunity to ask such questions, and receive such information and material, regarding the Company's business, assets, condition and prospects as it has deemed relevant to its determination of the value of the Old Warrants, the Exchange Warrants and the Notes and (ii) it has had an opportunity to consult with its own counsel regarding the terms of the transactions contemplated hereby and is not relying upon the Company, the New Investors or any of the respective agents or affiliates with respect to the terms of such transactions, or the impact of any statutes, regulations or policies applicable to it as a Specialized Small Business Investment Company licensed by the Small Business Administration under ss.30l(d) of the Small Business Investment Act of 1958, as amended. Further, each Original Investor acknowledges that the terms of the exchange of such Original Investor's Old Warrants for Exchange Warrants and (if applicable) cash pursuant to the terms of the Exchange Agreement and the purchase and sale of Notes pursuant to the Securities Purchase Agreement were negotiated in arm's length transactions and that such Original Investor is aware of the terms of each other Original

Investor's exchange of Old Warrants for Exchange Warrants pursuant to the Exchange Agreement and purchase of Notes pursuant to the Securities Purchase Agreement.

(e) Each Original Investor hereby acknowledges that the transactions contemplated hereby, by the Securities Purchase Agreement, by the Exchange Agreement and by any other agreement contemplated hereby or thereby may involve state, Federal or other tax implications, and that such implications may not be the same for all of the Original Investors. In this regard, each Original Investor also acknowledges that it has relied upon its own evaluation of such tax implications or it has consulted its own tax adviser(s) regarding such tax implications, and that such Original Investor has not relied upon the Company or any other party hereto in evaluating such tax implications.

Section 1.02. Representations and Warranties of the Management Stockholders. Each of Liggins and Hughes hereby makes the following representations, warranties and covenants to each Investor, and Jerry A. Moore, III hereby makes the following representations and warranties to the best of his knowledge and covenants to each Investor:

(a) Such Management Stockholder owns beneficially and of record the number of shares of, or options or warrants to purchase shares of, capital stock ("Management Shares") of the Company and the subsidiaries set forth opposite such Management Stockholder's name on Schedule 1.02(a) attached hereto, free and clear of any and all liens, claims, options, charges, encumbrances, rights or restrictions of any nature, except as contemplated by the Loan Documents (as defined in both the Securities Purchase Agreement and the Senior Loan Agreement).

(b) Such Management Stockholder has full authority, power and capacity to enter into this Agreement and each agreement, document and instrument to be executed and delivered by or on behalf of such Management Stockholder pursuant to or as contemplated by this Agreement and to carry out the transactions contemplated hereby and thereby. This Agreement and each agreement, document and instrument to be executed and delivered by such Management Stockholder pursuant to or as contemplated by this Agreement constitute, or when executed and delivered by such Management Stockholder will constitute, valid and binding obligations of such Management Stockholder enforceable in accordance with their respective terms. The execution, delivery and performance by such Management Stockholder of this Agreement and each such agreement, document and instrument:

(i) do not and will not violate any laws, rules or regulations of the United States or any state or other jurisdiction applicable to such Management Stockholder, which such violation could reasonably be expected to have a material adverse effect on the assets, prospects, business or financial condition of the Management Stockholders, the Company or the Subsidiaries, or require such Management Stockholder to obtain any approval, consent or waiver of, or to make any filing with, any Person that has not been obtained or made, except where the failure to make any such filing or obtain any such consent or approval could not reasonably be expected to have a material adverse effect on the consummation of the transactions contemplated by this Agreement or on the assets, prospects, business or

financial condition of the Management Stockholders, the Company or the Subsidiaries; and

(ii) do not and will not result in a material breach of, constitute a default under, accelerate any material obligation under or give rise to a right of termination of any indenture or loan or credit agreement or any other agreement, contract, instrument, mortgage, lien, lease, permit, authorization, order, writ, judgment, injunction, decree, determination or arbitration award to which such Management Stockholder, the Company or any of the Subsidiaries is a party or by which the property of such Management Stockholder, the Company or any of the Subsidiaries is bound or affected, or result in the creation or imposition of any mortgage, pledge, lien, security interest or other charge or encumbrance on any of the assets or properties of such Management Stockholder or of the Company or any of the Subsidiaries, except for those under the Pledge Agreements (as defined in the Securities Purchase Agreement and the Senior Loan Agreement, respectively).

(c) Such Management Stockholder hereby acknowledges that, except as described on Schedule 1.02(c) hereof and except for the Management Shares and its rights under this Agreement, it has no claims against the Company or the Subsidiaries and their respective affiliates and such Management Stockholder hereby agrees on behalf of itself and its agents, representatives, successors, and assigns to remise, release and forever discharge the Company, the Subsidiaries, their respective affiliates, and the present and future agents, representatives, heirs, successors and assigns of the Company and the Subsidiaries of and from all actions, causes of action, contributions, indemnities, apportionments, duties, debts, sums, sums of money, suits, omissions, bonds, bond specialties, covenants, contracts, controversies, restitutions, understandings, agreements, promises, commitments, damages, responsibilities and any and all claims, demands, executions, liabilities and accounts of whatsoever kind, nature or description, direct or indirect, oral or written, known or unknown, matured or unmatured, suspected or unsuspected at the present time, in law or in equity (including, without limitation, those in contract or in tort or otherwise, or under the laws and regulations of the United States or any state or other jurisdiction or public administrative board or agency), and which may be based upon, result from, relate to or arise out of the existing state of things, or matters arising prior to the date of execution and delivery hereof, which such Management Stockholder ever had, now has or ever has from time to time to the date hereof. Such Management Stockholder further represents and agrees that the representations in this Section 1.02(c) are freely and voluntarily given by it without reliance on any inducements, promises or representations which are not herein andafter the receipt of advice from its legal counsel as to the meaning and consequences of such representations and acknowledges its understanding of the terms contained herein and the consequences thereof.

ARTICLE II. REGISTRATION RIGHTS

Section 2.01. "Piggy-Back" Registration Rights. If at any time or times after the date hereof, the Company shall determine or be required to register any shares of its Common Stock for sale under the Securities Act (whether in connection with a public offering of securities by the Company (a "primary offering"), a public offering of securities by stockholders of the Company (a "secondary offering"), or both, but not in connection with a registration effected solely to implement an employee benefit plan or a transaction to which Rule 145 or any other similar rule of the Securities and Exchange Commission (the "Commission") under the Securities Act is applicable, the Company will promptly give written notice thereof to the Investors that hold Registrable Securities or Non-Voting Common Stock at that time. In connection with any such registration, if within 30 days after the receipt of such notice, one or more Investors request the inclusion of some or all of the Registrable Securities (but not any other shares) held by them in such registration, the Company will use its best efforts to effect the registration under the Securities Act of all Registrable Securities which such Investors request to be registered. In the case of the registration of shares of Common Stock by the Company in connection with an underwritten public offering, (i) the Company shall not be required to include any Registrable Securities in such underwriting which are held by an Investor that does not accept the terms of the underwriting as reasonably agreed upon between the Company and the managing underwriter(s) for such offering, and (ii) if the managing underwriter(s) reasonably determine(s) in writing that marketing factors require a limitation on the number of Registrable Securities to be offered, the Company shall not be required to register Registrable Securities in excess of the amount, if any, of shares of capital stock which the managing underwriter(s) for such offering shall reasonably and in good faith agree to include in such offering in excess of any amount to be registered for the Company; provided, however, that: (a) any Common Stock or other securities of the Company held by any persons other than the Investors shall be the first securities to be so excluded from such offering; (b) other than with respect to the initial public offering of the Company, the Registrable Securities to be registered in such offering may not be reduced below the lesser of (i) the aggregate amount which the Investors have requested to register in such offering; or (ii) an amount representing 30% of the aggregate number of shares to be registered in such offering; and (b) in the event that the aggregate amount of Registrable Securities that the Investors have requested to be registered hereunder exceeds the amount which may be registered hereunder, each Investor shall be entitled to register up to the lesser of (i) the amount of Registrable Securities for which it requested registration; or (ii) its pro rata share of the Registrable Securities which may be registered hereunder (based upon the number of Warrants or Registrable Securities issued upon exercise of the Warrants held by each Investor). All expenses relating to the registration and offering of Registrable Securities pursuant to this-Section 2.01 (including the reasonable fees and expenses of not more than one independent counsel for the Investors) shall be borne by the Company, except that the Investors shall bear underwriting and selling commissions attributable to their Registrable Securities being registered and any transfer taxes on shares being sold by such Investors. Without in any way limiting the types of registrations to which this Section 2.01 shall apply, in the event that the Company shall effect a "shelf registration" under Rule 415 promulgated under the Securities Act, or any other similar rule or regulation ("Rule 415") (other than a

shelf registration effected solely to implement an employee benefit plan or a transaction to which Rule 145 or any other similar rule of the Commission under the Securities Act is applicable), the Company shall take all necessary action, including, without limitation, the filing of post-effective amendments, to permit the Investors to include their shares in such registration in accordance with the terms of this Section 2.01.

Section 2.02. Required Registration Rights. If on any two (2) occasions after the earlier of (a) 180 days after the initial public offering of the Company and (b) the third anniversary of the date hereof, Investors holding at least 66 2/3% in outstanding principal amount of the Notes (the "Initiating Investors") notify the Company in writing that they intend to offer or cause to be offered for public sale all or any portion of their Registrable Securities, the Company shall immediately notify in writing all of the Investors that hold Registrable Securities or Non-Voting Common Stock at that time of its receipt of such notification from such Initiating Investors. Within 30 days after receipt from the Company of the notification from the Initiating Investors, the Company will either (i) elect to make a primary offering, in which case the rights of such Investors shall be as set forth in Section 2.01 above (except that any Common Stock or other securities to be issued by the Company in such offering shall, in the event of any limitation in the amount of securities to be registered, be excluded from such offering prior to any of the Registrable Securities being so excluded), or (ii) use its best efforts to cause such of the Registrable Securities as may be requested in a written notice delivered by any Investors (including the Initiating Investors) to the Company within 30 days after its receipt of the initial demand notice to be registered under the Securities Act in accordance with the terms of this Section 2.02. If so requested by the Initiating Investors, the Company shall take such steps as are required to register the relevant Registrable Securities for sale on a delayed or continuous basis under Rule 415, and to keep such registration effective for 180 days or until all of such Registrable Securities registered thereunder are sold, whichever is shorter. All expenses of such registrations and offerings (other than underwriting and selling commissions attributable to the Registrable Securities) and the reasonable fees and expenses of not more than one independent counsel for the Investors in connection with any registration pursuant to this Section 2.02 shall be borne by the Company. The Company may postpone the filing of any registration statement required under this Section 2.02 for a reasonable period of time, not to exceed 60 days during any twelve-month period, if the Company has been advised by legal counsel that such filing would require disclosure of a material impending transaction or other matter and the Company determines reasonably in good faith that such disclosure would have a material adverse effect on the Company. The Company shall not be required to cause a registration statement requested pursuant to this Section 2.02 to become effective prior to 180 days following the effective date of a registration statement initiated by the Company if the request for registration has been received by the Company subsequent to the giving of written notice by the Company, made in good faith, to the Investors to the effect that the Company is commencing to prepare a Company-initiated registration statement (other than a registration effected solely to implement an employee benefit plan or a transaction to which Rule 145 or any other similar rule of the Commission under the Securities Act is applicable); provided, however, that the Company shall use its best efforts to achieve such effectiveness promptly following such 180-day period if the request pursuant to this Section 2.02 has been made prior to the expiration of such 18O-day period. Any registration effected pursuant to this

Section 2.02 and so designated by the Investors shall be subject to this Section 2.02, regardless of the form in which such registration is effected. In the event that the offering requested by the Investors shall be the initial public offering of the Company's Common Stock, the closing of such initial public offering and the transactions related thereto shall be conditioned upon the Senior Debt being paid in full or the consent of the Senior Lender.

Section 2.03. Form S-3. If the Company becomes eligible to use Form S-3 under the Securities Act or a comparable successor form, the Company shall use its best efforts to continue to qualify at all times for registration of its capital stock on Form S-3 or such successor form. In addition to their rights under Section 2.02 hereof, one or more of the Investors shall have the right to request and have effected registrations of Registrable Securities on Form S-3 or such successor form for a public offering of shares of Registrable Securities having an aggregate proposed offering price of not less than $1,000,000 (such requests shall be in writing and shall state the number of shares of Registrable Securities to be disposed of and the intended method of disposition of such shares by such Investors). The Company shall give notice to all of the Investors that hold Registrable Securities or Non-Voting Common Stock at that time of the receipt of a request for registration pursuant to this Section 2.03 and upon the written request of any such Investor delivered to the Company within 30 days after receipt from the Company, the Company shall use its best efforts to cause such of the Registrable Securities as may be requested by any Investor to be registered under the Securities Act on Form S-3 (or any successor form). If so requested by Investors holding a majority in interest of the Registrable Securities to be registered under this Section 2.03, the Company shall take such steps as are required to register such Registrable Securities for sale on a delayed or continuous basis under Rule 415, and to keep such registration effective for 180 days or until all of such Registrable Securities registered thereunder are sold, whichever is shorter. All expenses incurred in connection with a registration requested pursuant to this Section 2.03 (other than underwriting and selling commissions attributable to the Registrable Securities) and the reasonable fees and expenses of not more than one independent counsel for the Investors shall be borne by the Company. The Company may postpone the filing of any registration statement required hereunder for a reasonable period of time, not to exceed 60 days during any twelve-month period, if the Company has been advised by legal counsel that such filing would require disclosure of a material impending transaction or other matter and the Company determines reasonably in good faith that such disclosure would have a material adverse effect on the Company. The Company shall not be required to cause more than two registration statements requested pursuant to this Section 2.03 to become effective in any twelve-month period. The Company shall not be required to cause a registration statement requested pursuant to this Section 2.03 to become effective prior to 180 days following the effective date of a registration statement initiated by the Company, if the request for registration has been received by the Company subsequent to the giving of written notice by the Company, made in good faith, to the Investors initiating a demand under this Section 2.03 to the effect that the Company is commencing to prepare a Company-initiated registration statement (other than a registration effected solely to implement an employee benefit plan or a transaction to which Rule 145 or any other similar rule of the Commission under the Securities Act is applicable); provided, however, that the Company shall use its best efforts to achieve such effectiveness promptly

following such 180-day period if the request pursuant to this Section 2.03 has been made prior to the expiration of such 180-day period.

Section 2.04. Registrable Securities. For the purposes of this Article II, the term "Registrable Securities" shall mean (i) any shares of Common Stock of the Company issued or issuable upon exercise of any of the Warrants or ROFR Warrants (as defined in section 3.02(b) hereof), (ii) any Common Stock issued or issuable with respect to any of the shares of Common Stock referred to in clause (i) above by way of a stock dividend or stock split or in connection with a combination of shares, recapitalization, merger, consolidation or other reorganization, (iii) any shares of Common Stock issued or issuable upon conversion of any shares of Non-Voting Common Stock held by the Investors, and (iv) any shares of Common Stock issued or issuable upon conversion of shares of Non-Voting Common Stock issued or issuable upon exercise of any of the Warrants. In no event shall Non-Voting Common Stock be considered Registrable Securities hereunder.

Section 2.05. Further obligations of the Companv. Whenever under the preceding Sections of this Article II the Company is required hereunder to register any Registrable Securities, it agrees that it shall also do the following:

(a) Use its best efforts (with due regard to the management of the ongoing business of the Company) to diligently prepare and file with the Commission a registration statement and such amendments and supplements to said registration statement and the prospectus used in connection therewith as may be necessary to keep said registration statement effective and to comply with the provisions of the Securities Act with respect to the sale of securities covered by said registration statement for the lesser of: (i) 180 days or (ii) the period necessary to complete the proposed public offering;

(b) Furnish to each selling Investor such copies of each preliminary and final prospectus and such other documents as such Investor may reasonably request to facilitate the public offering of its Registrable Securities;

(c) Enter into any reasonable underwriting agreement required by the proposed underwriter for the selling Investors, if any;

(d) Use its best efforts to register or qualify the Registrable Securities covered by said registration statement under the securities or "blue-sky" laws of such jurisdictions as any selling Investors may reasonably request, provided that the Company shall not be required to register or qualify the Registrable Securities in any jurisdictions which require it to qualify to do business or subject itself to general service of process therein;

(e) Immediately notify each selling Investor, at any time when a prospectus relating to its or his Registrable Securities is required to be delivered under the Securities Act, of the happening of any event as a result of which such prospectus contains an untrue statement of a material fact or omits any material fact necessary to make the statements therein not misleading, and, at the request of any such selling Investor, prepare a supplement

or amendment to such prospectus so that, as thereafter delivered to the purchasers of such Registrable Securities, such prospectus will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein not misleading;

(f) Cause all such Registrable Securities to be listed on each securities exchange or quoted in each quotation system on which similar securities issued by the Company are then listed or quoted; and

(g) otherwise use its best efforts to comply with all applicable rules and regulations of the Commission and make generally available to each selling Investor, in each case as soon as practicable, but not later than 45 days after the close of the period covered thereby (or 90 days in case the period covered corresponds to a fiscal year of the Company), an earnings statement of the Company which will satisfy the provisions of Section ll(a) of the Securities Act.

Section 2.06. Indemnification: Contribution.

(a) Incident to any registration statement referred to in this Article II, and subject to applicable law, the Company will, subject to the terms of the Intercreditor and Subordination Agreement, indemnify and hold harmless each underwriter, each Investor who holds any Registrable Securities (including its respective directors or partners, officers, employees and agents) so registered, and each person who controls any of them within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder (the "Exchange Act"), from and against any and all losses, claims, damages, expenses and liabilities, joint or several (including any investigation, legal and other expenses incurred in connection with, and any amount paid in settlement of, any action, suit or proceeding or any claim asserted), to which they, or any of them, may become subject under the Securities Act, the Exchange Act or other federal or state statutory law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities arise out of or are based on (i) any untrue statement or alleged untrue statement of a material fact contained in such registration statement (including any related preliminary or definitive prospectus, or any amendment or supplement to such registration statement or prospectus), (ii) any omission or alleged omission to state in such document a material fact required to be stated in it or necessary to make the statements in it not misleading, or (iii) any violation by the Company of the Securities Act, any state securities or "blue sky" laws or any rule or regulation thereunder in connection with such registration, provided, however, that the Company will not be liable to the extent that such loss, claim, damage, expense or liability arises from and is based on an untrue statement or omission or alleged untrue statement or omission made in reliance on and in conformity with information furnished in writing to the Company by such underwriter, Investor or controlling person expressly for use in such registration statement. With respect to such untrue statement or omission or alleged untrue statement or omission in the information furnished in writing to the Company by such Investor expressly for use in such registration statement, such Investor will indemnify and hold harmless each underwriter, the Company (including its directors, officers, employees and agents), each other Investor

holding Registrable Securities (including its respective directors or partners, officers, employees and agents) so registered, and each person who controls any of them within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, from and against any and all losses, claims, damages, expenses and liabilities, joint or several, to which they, or any of them, may become subject under the Securities Act, the Exchange Act or other federal or state statutory law or regulation, at common law or otherwise to the same extent provided in the immediately preceding sentence. In no event, however, shall the liability of an Investor for indemnification under this Section 2.06(a) exceed the lesser of (i) that proportion of the total of such losses, claims, damages or liabilities indemnified against equal to the proportion of the total Registrable Securities sold under such registration statement which is being sold by such Investor or (ii) the proceeds received by such Investor from its sale of Registrable Securities under such registration statement.

(b) If the indemnification provided for in Section 2.06(a) above for any reason is held by a court of competent jurisdiction to be unavailable to an indemnified party in respect of any losses, claims, damages, expenses or liabilities referred to therein, then each indemnifying party under this Section 2.06, in lieu of indemnifying such indemnified party thereunder, shall, subject to the terms of the Subordination Agreement, contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages, expenses or liabilities (i) in such proportion as is appropriate to reflect the relative benefits received by the Company, the other selling Investors and the underwriters from the offering of the Registrable Securities or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company, the other selling Investors and the underwriters in connection with the statements or omissions which resulted in such losses, claims, damages, expenses or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Company, the selling Investors and the underwriters shall be deemed to be in the same respective proportions as the net proceeds from the offering (before deducting expenses) received by the Company and the selling Investors and the underwriting discount received by the underwriters, in each case as set forth in the table on the cover page of the applicable prospectus, bear to the aggregate public offering price of the Registrable Securities. The relative fault of the Company, the selling Investors and the underwriters shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company, the selling Investors or the underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company, the Investors, and the underwriters agree that it would not be just and equitable if contribution pursuant to this Section 2.06(b) were determined by pro rata or per capita allocation or by any other method of allocation which does not take account of the equitable considerations referred to in the immediately preceding paragraph. In no event, however, shall an Investor be required to contribute any amount under this Section 2.06(b) in excess of the lesser of (i) that proportion of the total of such losses, claims, damages or liabilities indemnified against equal to the proportion of the total Registrable Securities sold under such registration statement which is being sold by such Investor or (ii) the proceeds received by such Investor from its sale of Registrable Securities under such registration statement. No

person found guilty of fraudulent misrepresentation (within the meaning of Section 9(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

(c) The amount paid or payable by an indemnified party as a result of the losses, claims, damages and liabilities referred to in this Section 2.06 shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. The indemnification and contribution provided for in this Section 2.06 will remain in full force and effect regardless of any investigation made by or on behalf of the indemnified parties or any director or partner, officer, employee, agent or controlling person of the indemnified parties.

Section 2.07. Rule 144 Requirements. If the Company becomes subject to the reporting requirements of either Section 13 or 15(d) of the Exchange Act, the Company will use its best efforts to file with the Commission such information as the Commission may require under either of said Sections; and in such event, the Company shall use its best efforts to take all action as may be required as a condition to the availability of Rule 144 under the Securities Act (or any successor or similar exemptive rules hereafter in effect). The Company shall furnish to any Investor upon request a written statement executed by the Company as to the steps it has taken to comply with the current public information requirement of Rule 144 or such successor rules.

Section 2.08. Market Stand-off. Each Investor and Management Stockholder: (a) agrees, if requested by the Company and the managing underwriter(s) for the Company's initial public offering or any offering in which Registrable Securities are permitted to be included hereunder, not to sell or otherwise transfer or dispose of any Registrable Securities held by it for up to 180 days following the effective date of the registration statement relating to such offering; and (b) acknowledges that the Company may impose stop transfer restrictions on any such Registrable Securities held by such Investor or Management Stockholder as a means of enforcing the provisions hereof regardless of whether such Person executes a "lock-up" agreement reflecting the terms hereof.

Section 2.09. Transfer of Registration Rights. The registration rights and related obligations under this Article II of the Investors with respect to their Registrable Securities may only be assigned to an affiliate or a transferee of all of the Warrants and Registrable Securities held by the transferring Investor and upon such transfer the relevant transferee shall be deemed to be included within the definition of an "Investor" for purposes of this Article II. Any transferring Investor shall notify the Company at the time of such transfer.

ARTICLE III. MANAGEMENT STOCKHOLDER AND INVESTOR COVENANTS.

Until the Company shall successfully complete a Qualified Public Offering (defined below), each of the Management Stockholders shall comply with the covenants described in Sections 3.01, 3.02 and 3.03 and each of the Investors shall comply with the covenants

described in Section 3.04 during the period that any of the Notes, Warrants or Registrable Securities remain outstanding. The Company shall ensure that the stock certificates held by the Management Stockholders and their Permitted Transferees and the Warrant certificates and any stock certificates held by the Investors (as defined below) are properly legended to reference these restrictions on transfer. For purposes of this Agreement, a "Qualified Public Offering" shall mean the closing of the first underwritten public offering pursuant to an effective registration statement under the Securities Act covering the offer and sale of Common Stock to the public in which the proceeds received by the Company, net of underwriting discounts and commissions, equal or exceed $15,000,000 at a per share sale price to the public which reflects a market capitalization of no less than $100 million on a fully-diluted basis.

Section 3.01. Prohibited and Permitted Transfers;Definitions.

(a) From and after the date hereof, none of the Management Stockholders shall sell, assign, transfer, pledge, hypothecate, mortgage, encumber or dispose of all or any of his or her Shares (as defined below) except to the Senior Lender pursuant to the terms of the Loan Documents (as defined in the Senior Loan Agreement) or in compliance with the terms of this Article III. Notwithstanding the foregoing, Shares may be transferred without complying with Section 3.02 and 3.03 hereof as set forth in the following clauses (individuals receiving Shares from the Management Stockholders pursuant to any of the following permitted transfers are collectively referred to as the "Permitted Transferees"): (i) by way of gift to their respective spouses or to their siblings or lineal descendants or ancestors or to any qualified trust under Code Section 1361(c)(2) for the benefit of any one or more of the foregoing or to an unleveraged partnership, limited liability company or corporation in which all of the equity interests are beneficially owned by any one or more of the foregoing; provided, that any such Permitted Transferee shall agree in writing with the Investors, as a condition to such transfer, to be bound by all of the provisions of this Agreement with respect to such Shares to the same extent as the Management Stockholders and provided, further, that such transfers in the aggregate represent less than 5% of the Shares held by the applicable Management Stockholder; (ii) by any sale or disposition of Shares pursuant to a registered public offering in which the Investors have rights to participate under Article II hereof; (iii) any transfer, disposition, assignment, sale or hypothecation of Management Shares pursuant to a merger or consolidation of the Company which is permitted under the Securities Purchase Agreement; (iv) any transfer by will or laws of descent upon the death of a Management Stockholder; provided, that any such Permitted Transferee shall agree in writing with the Investors, as a condition to such transfer, to be bound by all of the provisions of this Agreement with respect to such Shares to the same extent as the Management Stockholders; (v) by any sale or disposition of Shares in connection with the exercise of the Senior Lender's remedies under the Senior Loan Agreement (including sales or dispositions of the Shares to third parties or subsequent sales by such third parties); or (vi) by any sale, disposition or other transfer of Shares from Hughes to Liggins, provided, that Liggins shall agree in writing with the Investors as a condition to such transfer, to be bound by all of the terms of this Agreement with respect to such Shares to the same extent as Hughes. Notwithstanding the foregoing, if the Company is required to continue to qualify as an S corporation under the Securities Purchase Agreement, the transferee (excluding however

transferees from the sale or disposition of the Shares pursuant to the rights of the Senior Lender under the Senior Loan Agreement and the Subordination Agreement) must be a permitted stockholder in an S corporation and the transfer must not otherwise disqualify the Company as an S corporation under Code Sections 1361 et seq.

(b) "Shares" shall mean and include: (i) with respect to the Investors, all Warrants, ROFR Warrants, if any, and all shares of Registrable Securities or Non-Voting Common Stock for which the Warrants and ROFR Warrants, if any, are ultimately exercisable; and (ii) with respect to the Management Stockholders (which term, for the purpose of this Article III shall be deemed to include all Permitted Transferees of the Management Stockholders), all shares of Common Stock and any option or other securities exercisable or convertible into Common Stock and/or other capital stock of the Company now owned or hereafter acquired by any of the Management Stockholders or their Permitted Transferees and, in each case together with any securities acquired as a result of any conversion, stock split, stock dividend, recapitalization or the like. For all purposes of this Article III, options and other securities convertible into or exchangeable for capital stock shall be deemed to be equivalent to the number of shares of capital stock which they may be exercised for or converted into, as of the applicable date, with appropriate adjustments to reflect applicable exercise prices, if any.

Section 3.02. Right of First Refusal.

(a) If at any time any of the Management Stockholders desires to sell or otherwise transfer all or any part of his or her Shares pursuant to a bona fide offer from a third party (the "Proposed Transferee") such Management Stockholders shall submit a written offer (the "offer") to sell such Shares (the "offered Shares") to the Investors on terms and conditions, including price, not less favorable than those on which such Management Stockholders proposed to sell such offered Shares to the Proposed Transferee; provided, however, that the Management Stockholder(s) shall not, so long as the Company is required to qualify as an S corporation under the Securities Purchase Agreement, be permitted to accept or entertain any offer from a Person that is not a permitted stockholder of an S corporation or if the proposed transfer would otherwise disqualify the Company as an S corporation for federal income tax purposes. The offer shall be submitted to the Investors at least 45 days prior to the proposed transfer and shall disclose the identity of the Proposed Transferee, the number of offered Shares proposed to be sold, the total number of Shares owned by such Management Stockholder(s), the terms and conditions, including price, of the proposed sale, and any other material facts relating to the proposed sale. The offer shall further state that the Investors may purchase all, but not less than all, of the offered Shares for the price and upon the other terms and conditions, including deferred payment (if applicable), set forth therein and shall also advise the Investors of their co-sale rights pursuant to Section 3.03 hereof; each Investor who desires to purchase any of the offered Shares shall communicate in writing its election to purchase to the applicable Management Stockholder(s), which communication shall state the number of offered Shares that such Investor desires to purchase, and shall be given within 30 days of the date on which notice of the offer is given. In the event that the Investors elect to purchase an aggregate number of offered Shares that is greater than the number of offered Shares, then each Investor will be

deemed to have elected to purchase that number of offered Shares that is equal to the total number of offered Shares multiplied by a fraction, the numerator of which is the total number of offered Shares that such Investor elected to purchase and the denominator of which is the total number of offered Shares that all of the Investors electing to purchase offered Shares elected to purchase.

(b) Any communication of acceptance from the Investors shall, when taken in conjunction with the offer and except as provided in Section 3.02(c) hereof, be deemed to constitute a valid, legally binding and enforceable agreement for the sale and purchase of such offered Shares. Sales of the offered Shares to be sold to the Investors shall be made at the offices of the Company within 60 days after the offer was first made. Such sale shall be effected by the applicable Management Stockholder's delivery of a certificate or certificates evidencing the offered Shares to be sold, duly endorsed for transfer against payment of the purchase price therefor; provided, however, that if (i) the Company is a duly qualified Subchapter S corporation for federal income tax purposes at the time of such transfer and (ii) Investors holding a majority in outstanding principal amount of the Notes do not in writing expressly allow such Subchapter S election to be terminated, the Management Stockholder(s) shall endorse the certificate(s) evidencing the offered Shares to the Company in exchange for (i) promissory notes in the form of Exhibit A hereof and in a principal amount equal to the purchase price for the offered Shares (the "ROFR Notes"), and (ii) warrants ("ROFR Warrants") exercisable for Common Stock equal in amount to the number of offered Shares and having a per share exercise price equal to the purchase price of the offered Shares, which such ROFR Notes and ROFR Warrants, upon payment by the Investors to the applicable Management Stockholder(s) of the purchase price therefor, shall then be delivered to the Investors in lieu of the Offered Shares.

(c) If the Investors collectively do not elect to purchase all of the Offered Shares, none of the Offered Shares shall be sold to or purchased by the Investors, and the Offered Shares may be sold by the applicable Management Stockholder(s) at any time within the 90-day period after the expiration of all applicable periods referred to in Section 3.03(b) hereof. Any such sale shall be to the Proposed Transferee(s), on terms and conditions, including price, not more favorable to the Proposed Transferee(s) than those specified in the offer and shall, in any event, be subject to Section 3.03 hereof. Any Offered Shares not sold within such 90-day period shall continue to be subject to the requirements of this Section 3.02 and Section 3.03 hereof. If offered Shares are sold pursuant to this Section 3.02 to any person who is not a party to this Agreement, the offered Shares so sold shall no longer be subject to the restrictions or benefits imposed by this Section 3.02.

Section 3.03. Right of Participation in Sales.

(a) If at any time any Management Stockholder(s) or his, her or their Permitted Transferees desire to sell all or any part of the Shares owned by them to any person other than to a Permitted Transferee or to the Investors pursuant to Section 3.02 (such person or entity referred to herein as a "Third Party Purchaser"), each Investor shall have the right to sell to the Third Party Purchaser, as a condition to such sale by the applicable Management Stockholder(s), at the same price per share and otherwise upon other terms and

conditions that are in the aggregate the same as involved in such sale by such Management Stockholder(s), up to such Investor's Pro Rata Share (as defined below) of the total number of Shares proposed to be sold by such Management Stockholder(s) and/or his, her or their Permitted Transferees (subject to subsection (b) below). For purposes of this Section 3.03, the term "Pro Rata Share" shall mean the percentage of all Common Equity that the Shares held by an Investor then represent on a fully-diluted basis.

(b) At the time of the initial notice described in Section 3.02(a) above, any transferring Management Stockholder(s) shall also provide each Investor with a calculation as to the number of Shares that may be sold by them to the Third Party Purchaser pursuant to this Section 3.03. Each Investor wishing to participate in any sale under this Section 3.03 shall notify the transferring Management Stockholder(s) in writing within 30 days after the giving of the notice described in Section 3.02(a). Except as provided in Section 3.03(d) below, no Shares may be purchased by the Third Party Purchaser from the transferring Management Stockholder(s) unless the Third Party Purchaser simultaneously purchases from the Investors all Shares which they have elected to sell pursuant to this Section 3.03, with the sales to such Third Party Purchaser to be consummated not prior to the expiration of all notice periods described in this Section 3.03(b) and (in the case of the transferring Management Stockholder(s)) not after the expiration of the 90-day period described in Section 3.02(c).

(c) Any Shares sold to a Third Party Purchaser pursuant to this Section 3.03 shall no longer be subject to the restrictions or benefits imposed by this Section 3.03.

(d) If the Investors do not hold securities of the type being offered under this Section 3.03 by the transferring Management Stockholder(s), (i) the Investor shall have the right to sell such portion of either their Warrants, their ROFR Warrants and ROFR Notes as a unit and/or Non-Voting Common Stock as is equivalent to the number of shares of Common Stock (or equivalent securities) which the Investors would otherwise have been entitled to sell under this Section 3.03 to the Third Party Purchaser (with appropriate adjustments to reflect the exercise price of such Warrants or ROFR Warrants, as the case may be).

Section 3.04. New Investor Tag-Along Right. In the event that any of the New Investors receives or makes a bona fide offer upon specific terms and conditions for the transfer of any Notes, Warrants and/or Shares (the "Co-Sale Securities") held by it or him to a third party which is exempt from registration under the Securities Act and which is not made in connection with an offering subject to Article II hereof (a "Transaction offer"), the New Investor may, subject to the terms of the Subordination Agreement, transfer such Co-Sale Securities pursuant to and in accordance with the following provisions of this Section 3.04.

(a) Such New Investor shall cause the Transaction Offer to be reduced to writing and shall notify the other New Investors in writing of its wish to accept or effect the Transaction Offer and otherwise comply with the provisions of this Section 3.04.

(b) Each of the other New Investors shall have the right, exercisable upon written notice to the selling New Investor within ten (10) days after receipt of the notice referred to in clause (a) above, to participate in the Transaction offer on the terms and conditions herein stated.

(c) Each of the other New Investors may sell all or any portion of its applicable Co-Sale Securities as is equal to the product obtained by multiplying (i) the aggregate amount of Co-Sale Securities covered by the Transaction offer by (ii) a fraction, the numerator of which is the amount of applicable Co-Sale Securities owned by such other New Investor and the denominator of which is the amount of applicable Co-Sale Securities owned by all of the New Investors.

(d) Each of the other New Investors may effect its participation in any Transaction offer hereunder by delivery of title to the relevant purchaser, or to the selling New Investor for transfer to the relevant purchaser, of one or more certificates or promissory notes, as the case may be, properly endorsed for transfer, representing the applicable Co-Sale Securities it elects to sell therein; provided, however, that such relevant purchaser shall not take possession of Co-Sale Securities which shall be subject to a Pledge Agreement (as defined in the Senior Loan Agreement) until such Pledge Agreement has been terminated or the Senior Lenders otherwise consent. At the time of consummation of the Transaction offer, the relevant purchaser shall remit directly to the other New Investors that portion of the sale proceeds to which the other New Investors are entitled by reason of their participation therein.

ARTICLE IV. RIGHT TO PARTICIPATE IN SALES BY COMPANY OF ADDITIONAL SECURITIES.

Section 4.01. Offer to Investors. The Company covenants and agrees that it will not, except as contemplated by this Agreement or the Securities Purchase Agreement, sell or issue any shares of capital stock of the Company or any Subsidiary, or bonds, certificates of indebtedness, debentures or other securities convertible into or exchangeable for capital stock of the Company or any Subsidiary, or options, warrants or rights carrying any rights to purchase capital stock or convertible or exchangeable securities of the Company or any Subsidiary or any other equity interests in the Company or any Subsidiary, other than in connection with an initial public offering of the Company's Common Stock, unless (i) the Company shall have received a bona fide arm's-length offer to purchase such stock, bonds, certificates of indebtedness, debentures, securities, options, warrants, rights or other equity interests from a third party, and (ii) the Company first submits a written offer to the Investors identifying the third party to whom such stock, bonds, certificates of indebtedness, debentures, securities, options, warrants, rights or other equity interests are proposed to be sold and the terms of the proposed sale, and offering to the Investors the opportunity to purchase their proportionate share of such securities on terms and conditions, including price, not less favorable to the Investors than those on which the Company proposes to sell such securities to the third party. Each Investor shall have the right to purchase its Pro Rata Share (as defined in Section 3.03(a)) of such securities. The Company's offer to the

Investors shall remain open and irrevocable for a period of at least 45 days. Any Investor may only transfer its right of participation under this Section 4.01 to a transferee of its Shares who (A) is an affiliate of such Investor (including a partner of an Investor or a stockholder, partner or other investor in such Investor which is an investment fund and who receives Investor Shares as a distribution from such Investor) or (B) receives all of the Shares held by the transferring Investor.

Section 4.02. Sale to Offeror. Any securities so offered to the Investors which are not purchased pursuant to such offer may be sold by the Company to the third party originally named in the offer to the Investors on terms and conditions, including price, not more favorable to the third party than those set forth in such offer at any time within 60 days following the date of such offer, but may not be sold to any other person or after such 60-day period without renewed compliance with this Article IV.

Section 4.03. Right to Participate Inapplicable. The right of participation granted in this Article IV shall not apply to: (i) issuances of options or Common Stock to employees of the Company which are permitted under the Securities Purchase Agreement; (ii) the issuance of Registrable Securities or Non-Voting Common Stock upon the exercise of any Warrants or ROFR Warrants held by the Investors, the issuance of Common Stock upon any conversion of Non-Voting Common Stock and the issuance of Non-Voting Common Stock upon any conversion of Common Stock; (iii) issuances of securities in a registered public offering; (iv) issuances of securities upon a stock split or stock dividend with respect to the Common Equity; and (v) sales or transfers of any shares of capital stock of the Company or any Subsidiary or options, warrants, rights or other securities of the Company or any Subsidiary by the Senior Lender (or any transferee, assignee or purchaser of or from the Senior Lender) pursuant to the exercise of its remedies in connection with a foreclosure under the Loan Documents (as defined in the Senior Loan Agreement).

ARTICLE V. PUT AND CALL RIGHTS.

Section 5.01. Investors' Put Right. Subject to the provisions of the Subordination Agreement, Investors holding a majority in outstanding principal amount of the Notes may elect, upon 120 days prior written notice, to require the Company to purchase (subject to the provisions of the Subordination Agreement) all outstanding Warrants, Registrable Securities, Non-Voting Common Stock, ROFR Warrants and ROFR Notes held by all of the Investors (collectively, "Put/Call Securities") pursuant to this Article V (the "Put") at any time on or after (i) the payment in full or acceleration of the Notes, (ii) the merger or consolidation of the Company (other than with a Subsidiary or as permitted under the Securities Purchase Agreement), or (iii) the sale of all or substantially all of the capital stock or assets of the Company or any Subsidiary (other than to a Subsidiary or as permitted under the Securities Purchase Agreement). The Company agrees to give the Investors at least 180 days' prior written notice of any of the foregoing events. Each Investor may also elect to Put their Put/Call securities to the Company on the Maturity Date upon 120 days prior written notice to the Company. Investors whose Put/Call Securities are subject to a Put hereunder shall be referred to as the "Put Investors." In connection with any Put, all Put Investors shall be

obligated to sell their Put/Call Securities to the Company on the terms set forth in this Article V and, upon tender by the Company of the applicable Put/Call Price (as defined in Section 5.04)(subject to the terms of the Subordination Agreement) to each Put Investor, such Put Investor's Put/Call Securities shall be deemed to no longer be outstanding and such Put Investor's only right shall be to receive the Put/Call Price in accordance with the terms hereof; provided, however, that the failure of any Put Investor(s) to transfer its or their Put/Call Securities in accordance with the terms of this Section 5.01 shall not relieve the Company of its obligation to purchase the Put/Call Securities tendered by all other Put Investors hereunder.

Section 5.02. Company Call Right.

(a) Exercise of Call Right. At the election of the Company, the Company may repurchase all, but not less than all, of the Put/Call Securities then outstanding at any time after the Maturity Date (a "Call"), so long as: (i) the Investors do not have outstanding a request for a demand registration under Section 2.02 hereof; and (ii) the Senior Debt and the Notes shall have been repaid in full, together with all accrued but unpaid interest thereon, on or prior to the Put/Call Closing (as defined below). If the Company elects to repurchase the Put/Call Securities, it shall give written notice of such election at least 90 days prior to the Put/Call Closing and all Put/Call Securities shall be repurchased on the Put/Call Closing date specified in the Company's notice for an aggregate cash purchase price equal to the Put/Call Price. Each Investor shall receive at the Put/Call Closing the Put/Call Price for their Put/Call Securities, taking into account the exercise price of any Warrants held by such Investor.

(b) Recapture. From and after the Put/Call Closing, unless there shall have been a default in payment or tender by the Company of the Put/Call Price, all rights of the holders with respect to such repurchased Put/Call Securities (except the right to receive the Put/Call Price in accordance with the terms hereof upon surrender of their certificates) shall cease and such shares shall not thereafter be transferred on the books of the Company or be deemed to be outstanding for any purpose whatsoever; provided, however, that, with respect to this Section 5.02, each Investor shall, in the event of an offering by the Company of equity securities or securities convertible into or exchangeable for equity securities, a sale of all or any substantial portion of the assets or outstanding capital stock of the Company or any Subsidiary or a merger or consolidation of the Company or any Subsidiary with or into another corporation or entity, in any such case occurring within two years of the Put/Call Closing, be entitled upon the consummation of such transaction to receive the excess of: (i) the consideration which such Investor would have been entitled to receive on his, her or its Put/Call Securities had they been outstanding on such date or, in the event of a securities offering, been sold in such offering; over (ii) that portion of the Put/Call Price previously received by such Investor.

Section 5.03. Put/Call Price. The purchase price for any Put/Call Securities hereunder (the "Put/Call Price") shall be equal to the product of (x) the number of Shares represented by such Put/Call Securities (with each unit of ROFR Warrants and the corresponding principal amount of ROFR Notes constituting one Share), multiplied by (y) the

Per Share Net Equity Value of the Company reduced, in the case of the Warrants and ROFR Warrants, by the per share exercise price therefor. The "Per Share Net Equity Value" of the Company shall be the quotient of (a) the Net Equity Value of the Company (as determined below) divided by (b) the total number of outstanding shares of Common Equity (determined on a fully-diluted basis and after giving effect to the exercise of any Warrants, ROFR Warrants or other options for Common Equity and the conversion and exchange of any securities convertible into or exchangeable for Common Equity). "Net Equity Value" of the Company shall mean the aggregate of: (A) the fair market value of the Company as determined below; plus (B) all accounts receivable, cash and cash equivalents held by the Company as of the date of determination and the aggregate exercise price of all outstanding Warrants, ROFR Warrants or options for Common Equity; reduced by (C) the aggregate of all Indebtedness for borrowed money and current liabilities of the Company required to be included on a balance sheet in accordance with generally accepted accounting principles (excluding the current maturities of Indebtedness). In connection with a Put or Call occurring in connection with a sale or transfer to a third party of all or substantially all of the Common Equity in, or the assets of, the Company and the Subsidiaries, the fair market value of the Company shall be the aggregate amount of consideration paid to the Company, the Management Stockholders and any other holders of outstanding capital stock of the Company, including any payments made to the Management Stockholders under any consulting, noncompetition or employment agreements. Otherwise, the applicable Investors as a group (with decision-making power belonging to Investors holding a majority in outstanding principal amount of the Notes held by all Investors, in the case of a Call, and the Put Investors in the case of a Put) and the Company shall in good faith seek to reach agreement as to the fair market value of the Company at least sixty (60) days prior to any Put/Call Closing. If the applicable Investors and the Company are unable to reach agreement within such time frame, the fair market value of the Company shall be determined by an appraisal process and the Company and the applicable Investors as a group (with decision-making power belonging to Investors holding a majority in outstanding principal amount of the Notes held by all Investors, in the case of a Call, and the Put Investors in the case of a Put) shall, within seven (7) days thereafter, each select an independent, non-affiliated investment banking firm of recognized national standing or a brokerage firm having not less than five (5) years of experience in the radio broadcasting industry (each an "Independent Appraiser"). Within twenty (20) days after selection, each Independent Appraiser shall prepare and deliver to the Company and the applicable Investors an appraisal of the fair market value of the Company in accordance with the terms set forth below and, in the absence of manifest error or fraud and so long as the lower appraisal is no less than 90% of the higher appraisal, the two appraisals shall be averaged and the result shall be the fair market value of the Company. If the lower appraisal is less than 90% of the higher appraisal, the two Independent Appraisers shall, within seven (7) days thereafter, choose a third Independent Appraiser who shall deliver its own appraisal of the fair market value of the Company within twenty (20) days thereafter. The two appraisals that are closest in value shall then be averaged and the result shall, in the absence of manifest error or fraud, be the fair market value of the Company (unless the third appraisal is equal to the average of the first two appraisals, in which case it shall be the fair market value of the Company). All appraisals hereunder will appraise the fair market value of the Company (i) as a going concern and valued as if debt-free and without regard to the illiquidity of the Company's

capital stock or to any discount attributable to the minority interest represented by the Put/Call Securities, if applicable, or other considerations relating to the nonpublic status of the Company's securities, (ii) on the basis of what a willing buyer, with recourse to any necessary financing, would pay to a willing seller who is under no compunction to sell, (iii) assuming a form of transaction which will maximize such value and (iv) without diminution for any taxes that might otherwise be viewed by the Company or any Securityholder in connection with any hypothetical sale of the Common Equity in, or the assets of, the Company and the Subsidiaries. All costs of any appraisals shall be borne by the Company. If the appraisal process has not been completed by the Put/Call Closing date or the Company otherwise fails to meet its Put or Call obligations by such date, the applicable Investors shall continue to have all of the rights and benefits of this Agreement until the Net Equity Value has been determined and the Put/Call Securities have been redeemed in full; provided, however, that the applicable Investors shall be entitled to receive interest on the Put/Call Price that is ultimately determined hereunder from the Put/Call Closing date at the rate of fifteen percent (15%) per annum, compounded annually.

Section 5.04. Put/Call Closing. The closing for a Put or a Call (the "Put/Call Closing") shall take place on the date set for such Put or Call in the notice referred to in Section 5.01 or 5.02 above, as the case may be, at the offices of the Company or on such other date and at such other place as the parties shall mutually agree. At the Put/Call Closing, the Company shall pay to each Investor (or, in the case of a Put, each Put Investor) the Put/Call Price for its Put/Call Securities by wire transfer or in other immediately available funds upon delivery by such Investor of the certificates representing the Put/Call Securities held by it, or, in lieu thereof, an indemnification and loss certificate in form and substance reasonably satisfactory to the Company. In connection with a Put or Call, each Investor (or, in the case of a Put, each Put Investor) shall transfer its Put/Call Securities to the Company without representation or recourse other than as to its title to such Put/Call Securities, which title shall be free and clear of any and all claims, liens and encumbrances created or incurred by such Investor. Prior to any Put/Call Closing, the Company shall use reasonable efforts to obtain any financing approvals, consents or waivers necessary or desirable for the consummation of such Put or Call and shall provide the applicable Investors with evidence that any such financing approvals, consents or waivers have been obtained.

ARTICLE VI. INVESTORS GO-ALONG RIGHT.

Investors holding a majority in outstanding principal amount of the Notes shall have the option, exercisable upon 30 days' prior written notice to the Company and all the other Securityholders and subject to the terms of the Subordination Agreement, to cause the sale or refinancing of either the entire business and assets of the Company or all of the Common Stock, Warrants and other equity interests in the Company, upon the first to occur of the following: (i) a breach by the Company of its obligations under Article V with respect to a Put which has not been cured within 30 days after written notice thereof; (ii) a breach by the Company of Section 10 of the Securities Purchase Agreement, and (iii) any breach by the Company of its obligations under Section 2.O2 hereof (the "Go-Along Right"); provided, however, that any sale of either the entire business and assets of the Company or all of the

Common Stock, Warrants and other equity interests in the Company to an Affiliate of Investors holding a majority in outstanding principal amount of the Notes or a majority in interest of the Warrants shall not be for less than ninety percent (90%) of the Fair Market Value of the Company (as determined below). The Go-Along Right granted hereunder includes the power and authority to negotiate and consummate the sale of all or any substantial part of the assets of or capital stock, partnership interests and/or other equity interests in the Company and its Subsidiaries. By their execution hereof, each of the parties to this Agreement hereby consents to the taking of any action by the Investors exercising the Go-Along Right, including without limitation, the right to seek to take control, or appoint a receiver, trustee, transferee or other official to take control, of the Company and each Subsidiary (and/or the right to expand the Board of Directors of the Company and each Subsidiary to up to nine (9) Directors and appoint individuals to the vacancies created by such expansions) solely for the purpose of effecting the Go-Along Right and to consummate the transactions contemplated thereby, subject to necessary FCC approval, and agrees to cooperate fully in the taking of any such action (including, without limitation, the execution and delivery of agreements, assignments and other instruments relating to such action and full cooperation and assistance in obtaining third-party consents), and using its best efforts in connection therewith, and hereby irrevocably appoints the Investors who exercise the Go-Along Right and each of them as proxies and attorneys-in-fact with full power and substitution, in order to accomplish such action, which power-of-attorney shall be deemed to be coupled with an interest and shall be irrevocable. The Go-Along Right shall not be deemed to constitute a de facto transfer of control for FCC purposes and shall be subject to the requirements that (i) the Company and/or its Subsidiaries obtain any necessary FCC approvals for the actions taken hereunder and (ii) prior to or upon consummation of any sale or refinancing hereunder the Company and its Subsidiaries repay in full the Senior Debt and the Notes and that the Senior Loan Agreement shall have terminated prior to the transfer of any assets of, or equity interest in, the Company and its Subsidiaries, and shall be subject to the requirement that all express terms of any such sale be equivalent with respect to all Securityholders (other than differences reflecting the exercise price of the Warrants and the ROFR Warrants and the fact that the Management Stockholders may be required to enter into a reasonable noncompetition agreement subject to the payment of reasonable compensation to them in exchange therefor).

For purposes of this Article VI, the Fair Market Value of the Company shall be determined as follows:

Within ten (10) days of the delivery of the written notice to the Company of the exercise of the Go-Along Right, Investors holding a majority in outstanding principal amount of the Notes shall select an independent, non-affiliated investment banking firm of recognized national standing or a brokerage firm having not less than five (5) years of experience in the radio broadcasting industry (the "Appraiser"). Within twenty (20) days after selection, the Appraiser shall prepare and deliver to the Company and the Investors an appraisal of the Fair Market Value of the Company in accordance with the terms set forth below and, in the absence of manifest error or fraud, the appraisal shall be the Fair Market Value of the Company. Any appraisal hereunder will appraise the Fair Market Value of the Company as a going concern

and valued as if debt-free on the basis of what a willing buyer, with recourse to any necessary financing, would pay to a willing seller who is under no compunction to sell. All costs of any appraisals shall be borne by the Company.

ARTICLE VII. SPECIAL COVENANTS

So long as the Notes, Warrants or Shares issued upon exercise of the Warrants are outstanding and subject to the terms of the Subordination Agreement: (a) each of the Interested Parties (as such term is defined in the Securities Purchase Agreement) will take any action which the Investors may reasonably request in order to obtain and enjoy the full rights and benefits granted to the Investors under this Agreement and the agreements contemplated hereby, including, without limitation, the use of his, her or its best efforts, consistent with the rules, regulations and policies of the FCC and any other Regulatory Agencies, to obtain any necessary approvals for any action or transaction contemplated by this Agreement or any agreement contemplated hereby, for which such approval is then required or prudent, including, without limitation, preparing, signing and filing, with the FCC or any other pertinent Regulatory Agency or authority, any applications, notices, filings or reports necessary or prudent for approval of any such actions or transactions; (b) none of the Interested Parties will take any action to obstruct, impede or infringe upon the Investors' enforcement of their rights, benefits and remedies under this Agreement and any agreement contemplated hereby; (c) each of the Interested Parties agrees to cooperate fully with any and all actions taken by the Investors, including without limitation the full and complete cooperation and assistance in all proceedings, correspondence and other communications before or with the FCC, and any other state, local or other authority in connection with obtaining the approvals referred to above, all using its best efforts; and (d) each of the Interested Parties agrees to exercise its voting and consent rights with respect to its shares of capital stock or partnership interests in the Company and the Subsidiaries (i) to comply with their respective representations, warranties, covenants and other obligations under this Agreement and any agreement contemplated hereby and to not otherwise take any action that would or could conflict with or impair the rights and benefits of the Investors under this Agreement or any agreement contemplated hereby; and (ii) to cooperate with, and use their respective best efforts to help effectuate, any actions taken by the Investors to enforce their rights, benefits and remedies hereunder, and under this Agreement and any agreement contemplated hereby.

The Interested Parties hereto acknowledge that the foregoing provisions are, inter alia, intended to ensure that, subject to the terms and provisions of the Subordination Agreement, upon the occurrence of one of the events specified in Article VI hereof, the Investors receive, to the fullest extent permitted by applicable law and governmental policy (including, without limitation, the rules, regulations and policies of the FCC), all rights necessary or desirable to sell either the entire business and assets of the Company or all of the Common Stock, Warrants and other equity interests in the Company as described in Article VI hereof (including, without limitation, the FCC Licenses), and to exercise all remedies available to them under this Agreement and the other agreements contemplated hereunder, the Uniform Commercial Code of Massachusetts or other applicable law. The Interested Parties also

acknowledge and agree that the Investors have the right under this Agreement, subject to the terms of the Subordination Agreement, to seek appointment of a receiver, trustee, transferee or similar official to effect the transactions contemplated by Article IV of this Agreement, including without limitation, the transfer of the FCC Licenses, in connection with foreclosure or enforcement proceedings, subject to necessary FCC approval, and that the Investors are entitled to seek such relief and the Interested Parties agree not to object thereto on any grounds other than that such action is expressly prohibited under the Subordination Agreement. The Interested Parties further acknowledge and agree that, in the event of changes in law or governmental policy occurring subsequent to the date hereof that affect in any manner the Investors' rights as described in Article VI, or the procedures necessary to enable the Investors to obtain such rights, the parties hereto shall amend this Agreement and the agreements contemplated hereunder, in such manner as the Investors shall reasonably request, in order to provide such rights to the greatest extent possible, consistent with then-applicable law and governmental policy.

Notwithstanding anything to the contrary contained herein, the Investors will not take any action pursuant to this Warrantholders' Agreement or the Warrants which would constitute or result in any change of control of the Company or any of its Subsidiaries if such change of control would require, under then existing law, the prior approval of any federal, state or local governmental or regulatory authority (the "Authority") without first obtaining such approval of such Authority.

ARTICLE VIII. ELECTION OF DIRECTORS OF THE COMPANY.

Section 8.01. Election of Directors of the Company and the Subsidiaries.

(a) With respect to each election or removal of members of the Board of Directors of the Company and each of the Subsidiaries which is a corporation (including, without limitation, any replacement members), whether at an annual or special meeting of stockholders or by written consent of stockholders, each of the parties to this Agreement (to the extent they have voting rights at any time) and all transferees of their shares agrees to vote his, her or its shares of capital stock of the Company ("Capital Stock") or shares of capital stock of the Subsidiaries ("Subsidiary Capital Stock"), as the case may be (and any shares of Capital Stock or Subsidiary Capital Stock, as the case may be, over which he, she or it exercises voting control), and to take such other action necessary so as to fix the number of members of the Boards of Directors of the Company and each of the Subsidiaries at five (5) members and to elect and thereafter continue in office as Directors of the Company and the Subsidiaries one (1) individual designated for such directorship by ASDP (the "ASDP Designee"), one (1) individual designated for such directorship by the Original Investors holding a majority in interest of the Exchange Warrants (the "Original Investor Designee") and three (3) individuals designated for such directorships by a majority in interest of the Management Stockholders (the "Management Designees"). Each of the parties hereto and/or their transferees, if any, further agrees to vote such shares of Capital Stock or Subsidiary Capital Stock for the removal of any such designee upon the request of the investor group entitled to designate him or her and for the election of a substitute designee

nominated by such investor group. The parties hereto acknowledge that the initial ASDP Designee shall be Brian McNeill, the initial Original Investor Designee shall be Terry Jones and the initial Management Designees shall be Catherine L. Hughes, Alfred C. Liggins and an individual to be nominated later.

(b) In connection with the foregoing, the Management Stockholders and the Company shall each grant to ASDP and the Original Investors an irrevocable proxy in the form of Exhibit B hereto.

Section 8.02. Vacancies. Each of the parties to this Agreement and all transferees of their shares agrees to vote the shares of Capital Stock or Subsidiary Capital Stock described in Section 8.01 in such manner as shall be necessary or appropriate so as to ensure that any vacancy occurring for any reason in any one of the board positions held by designees of an investor group as contemplated by Section 8.01 shall be filled only by an individual who (a) is nominated directly or indirectly by such investor group and (b) causes the requirements described in Section 8.01 relating to the composition of the Company's and Subsidiaries' Boards of Directors to be satisfied.

ARTICLE IX. MISCELLANEOUS PROVISIONS.

Section 9.01. Survival of Representations and Covenants; No Third Party Beneficiaries. Each of the parties hereto agree that each representation, warranty, covenant and agreement made by each of them in this Agreement or in any certificate, instrument or other document delivered pursuant to this Agreement is material, shall be deemed to have been relied upon by the other parties, shall remain operative and in full force and effect after the date hereof regardless of any investigation or the acceptance of securities hereunder and payment therefor. All such representations, warranties, covenants and agreements shall be binding upon any successors and assigns of the relevant parties.

This Agreement shall not be construed so as to confer any right or benefit upon any Person other than the parties hereto and their respective successors and permitted assigns to the extent contemplated herein.

Section 9.02. Indemnification

(a) The Company shall, subject to the terms of the Subordination Agreement, to the full extent permitted by law, and in addition to any such rights which any Indemnified Party (as defined herein) may have pursuant to statute, the Company's charter, the Company's by-laws, or otherwise, indemnify and hold harmless each Investor (including its respective directors, officers, partners, employees and agents, an "Indemnified Investor") and each person (a "Controlling Person" and collectively with Indemnified Investors, the "Indemnified Parties") who controls any of them within the meaning of Section 15 of the Securities Act, or Section 20 of the Exchange Act, from and against any and all losses, claims, damages, expenses and liabilities, joint or several, including any investigation, legal and other expenses incurred in connection with the investigation, defense, settlement or appeal of, and any amount paid in settlement of, any action, suit or proceeding or any claim

asserted ("Losses" or "Loss"), to which they, or any of them, may become subject by reason of their status as a securityholder, creditor, director, agent, representative or controlling person of the Company, (including, without limitation, any and all Losses under the Securities Act, the Exchange Act or other federal or state statutory law or regulation, at common law or otherwise, which relates directly or indirectly to the registration, purchase, sale or ownership of any securities of the Company or to any fiduciary obligation owed with respect thereto); provided, however, that the Company will not be liable to the extent that such Loss arises from and is based on an untrue statement or omission or alleged untrue statement or omission in a registration statement or prospectus which is made in reliance on and in conformity with written information furnished to the Company in an instrument duly executed by or on behalf of such Indemnified Party specifically stating that it is for use in the preparation thereof. The indemnification and contribution provided for in this Section 9.02 will remain in full force and effect regardless of any investigation made by or on behalf of the Indemnified Parties or any officer, director, employee, agent or Controlling Person of the Indemnified Parties.

(b) If the indemnification provided for in Section 9.02(a) above for any reason is held by a court of competent jurisdiction to be unavailable to an Indemnified Party in respect of any Losses referred to therein, then the Company, in lieu of indemnifying such Indemnified Party thereunder, shall, subject to the terms of the Subordination Agreement, contribute to the amount paid or payable by such Indemnified Party as a result of such Losses (i) in such proportion as is appropriate to reflect the relative benefits received by the Company and the Investors, or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company and the Investors in connection with the action or inaction which resulted in such Losses, as well as any other relevant equitable considerations. In connection with the registration of the Company's securities, the relative benefits received by the Company and the Investors shall be deemed to be in the same respective proportions that the net proceeds from the offering (before deducting expenses) received by the Company and the Investors, in each case as set forth in the table on the cover page of the applicable prospectus, bear to the aggregate public offering price of the securities so offered. The relative fault of the Company and the Investors shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or the Investors and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The Company and the Investors agree that it would not be just and equitable if contribution pursuant to this Section 9.02(b) were determined by pro rata or per capita allocation or by any other method of allocation which does not take account of the equitable considerations referred to in the immediately preceding paragraph. In connection with the registration of the Company's securities, in no event shall an Investor be required to contribute any amount under this Section 9.02(b) in excess of the lesser of (i) that proportion of the total of such Losses indemnified against equal to the proportion of the total securities sold under such registration statement which is being sold by such Investor or (ii) the

proceeds received by such Investor from its sale of securities under such registration statement. No person found guilty of fraudulent misrepresentation (within the meaning of Section ll(f) of the Securities Act) shall be entitled to contribution from any person who was not found guilty of such fraudulent misrepresentation.

Section 9.03. Amendment and Waiver. Any party may waive any provision hereof intended for its benefit in writing. No failure or delay on the part of any party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to any party hereto at law or in equity or otherwise. Subject to the terms of the Subordination Agreement, this Agreement may be amended with the prior written consent of the Company, and if required pursuant to the terms of the Subordination Agreement, the Senior Lender (until payment in full of the Senior Debt and termination of the Senior Loan Agreement), a majority in interest of the Management Stockholders and the holders of a majority in outstanding principal amount of the Notes, in which event such amendment shall be binding on all parties hereto; provided, however, that if such amendment would amend any provision requiring a consent or approval of the Investors, such amendment shall require the consent of Investors holding that percentage in outstanding principal amount of the Notes required pursuant to the provision to be amended; and provided further, that if such amendment would have a disproportionately negative impact on any party hereto, such amendment shall require the consent of such party.

With respect to any action hereunder requiring the consent or approval of the Investors, if the outstanding principal amount of the Notes has been paid in full, such action shall then require the consent or approval of Investors that held, immediately prior to such payment, at least that percentage of the outstanding principal amount of the Notes that is otherwise required to secure the consent or approval of such action under the terms of this Agreement.

Section 9.04. Intercreditor Matters. The Investors hereby acknowledge that their rights to receive any payments hereunder are, pursuant to the terms of the Subordination Agreement, subordinate in right of payment to the Indebtedness of the Company to the Senior Lender under the Senior Loan Agreement. In addition, in the event of any conflict between any term or provision of this Agreement and any term or provision of the Subordination Agreement, the term or provision of the Subordination Agreement will control and govern.

Section 9.05. Notices. All notices and other communications provided for herein shall be in writing and shall be deemed to have been duly given (a) if delivered personally or (b) if sent by telex or telecopier, registered or certified mail (return receipt requested) with postage prepaid, or by courier guaranteeing next day delivery, in each case to the party to whom it is directed at the following addresses (or at such other address for any party as shall be specified by notice given in accordance with the provisions hereof, provided that notices of a change of address shall be effective only upon receipt thereof). Notices delivered personally shall be effective on the day so delivered, notices sent by registered or certified mail shall be effective three days after mailing, notices sent by telex shall be effective when

answered back, notices sent by telecopier shall be effective when receipt is acknowledged and notices sent by courier guaranteeing next day delivery shall be effective on the earlier of the second business day after timely delivery to the courier or the day of actual delivery by the courier:

(a) if to the New Investors, at the following address:

(i) Alta Subordinated Debt Partners III, L.P.
Burr, Egan, Deleage & Co.
One Post office Square
Suite 3800
Boston, MA 02109
Attn: Brian McNeill

(ii) BancBoston Investments Inc.
100 Federal Street
32nd Floor
Boston, MA 02110
Attn: Sanford Anstey

(iii) Grant M. Wilson
201 Concord Street
Carlisle, MA 01741

with a copy to:

(i) Goodwin, Procter & Hoar
Exchange Place
Boston, Massachusetts 02109
Attention: John J. Egan, Esq.

(ii) Ropes & Gray
One International Place
Boston, MA 02110
Attn: Winthrop G. Minot

(b) if to the Management Stockholders, the Company or the Subsidiaries, at the following address:

Radio One, Inc.
100 St. Paul Street
Baltimore, Maryland 21202
Attn: Alfred C. Liggins and Catherine L. Hughes

with a copy to:

Arent Fox Kintner Plotkin & Kahn
1050 Connecticut Avenue
Washington, DC 20006
Attention: James Parker, Esq.

(iii) if to the Original Investors, to the address set forth next to their respective names on Schedule B hereto.

Section 9.06. Headings. The Article and Section headings used or contained in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

Section 9.07. Gender. As used herein, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to be or to include the other genders or number, as the case may be, whenever the context so indicates or requires.

Section 9.08. Counterparts. This Agreement may be executed in one or more counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which together shall be deemed to constitute one and the same agreement.

Section 9.09. Remedies: Severability. It is specifically understood and agreed that any breach of the provisions of this Agreement by any Person subject hereto will result in irreparable injury to the other parties hereto, that the remedy at law alone will be an inadequate remedy for such breach, and that, in addition to any other legal or equitable remedies which they may have, such other parties may enforce their respective rights by actions for specific performance (to the extent permitted by law).

In the event that any one or more of the provisions contained herein, or the application thereof in any circumstances, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions contained herein shall not be in any way impaired thereby, it being intended that all of the rights and privileges of the parties hereto shall be enforceable to the fullest extent permitted by law.

Section 9.10. Entire Agreement. This Agreement, together with the Securities Purchase Agreement, the Subordination Agreement and the Exchange Agreement and other agreements contemplated hereby and thereby, is intended by the parties as a final expression of their agreement and intended to be the complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein and therein. This Agreement, the Securities Purchase Agreement, the Subordination Agreement, the Exchange Agreement and the other agreements contemplated hereby and thereby (including the exhibits hereto and thereto) supersede all prior agreements and understandings between the parties with respect to such subject matter, including without limitation those

agreements listed on Appendix B to the Securities Purchase Agreement, all related agreements and any other agreement entered into among (i) any of the Company, the Subsidiaries or the Managing Stockholders and (ii) the Original Investors or any original Investor.

Section 9.11. Governing Law: Jurisdiction: Venue. THIS AGREEMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS. EACH OF THE PARTIES HERETO HEREBY REPRESENTS, WARRANTS AND AGREES THAT THE NEGOTIATION OF THIS AGREEMENT AND ALL OTHER PRINCIPAL TRANSACTIONS BETWEEN THE PARTIES HERETO HAVE TAKEN PLACE IN THE COMMONWEALTH OF MASSACHUSETTS. EACH OF THE PARTIES HERETO HEREBY ACKNOWLEDGES THAT HE, SHE OR IT HAS CAREFULLY REVIEWED AND UNDERSTANDS THE TERMS OF THIS AGREEMENT, HAS OBTAINED AND CONSIDERED THE ADVICE OF COUNSEL WITH RESPECT TO SUCH TERMS AND HAS HAD AN OPPORTUNITY TO FULLY NEGOTIATE SUCH TERMS. Each party hereto hereby agrees that the state and federal courts of the Commonwealth of Massachusetts or, at the option of the Investors, as appropriate, any other court in which the Investors, as appropriate, shall initiate legal or equitable proceedings, to the extent such court otherwise has jurisdiction, shall have jurisdiction to hear and determine any claims or disputes between any of the parties hereto pertaining directly or indirectly to this agreement and all documents, instruments and agreements executed pursuant hereto, or to any matter arising therefrom (unless otherwise expressly provided for therein). To the extent permitted by law, each party hereto hereby expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced by any party hereto in any of such courts, and agrees that service of such summons and complaint or other process or papers may be made by registered or certified mail addressed to such other party or parties hereto at the address to which notices are to be sent pursuant to this agreement. Each party hereto waives any claim that Boston, Massachusetts is an inconvenient forum or an improper forum based on lack of venue. To the extent permitted by law, should any party hereto, after being so served, fail to appear or answer to any summons, complaint, or process or papers so served within 30 days after the mailing thereof, such party shall be deemed in default and an order and/or judgment may be entered by the other party or parties to such actions, as appropriate, against such party, as demanded or prayed for in such summons, complaint, process or papers. The exclusive choice of forum set forth in this Section 9.11 shall not be deemed to preclude the enforcement of any judgment obtained in such forum or the taking of any action to enforce the same in any other appropriate jurisdiction.

Section 9.12. Term. This Agreement shall remain in effect so long as any of the Investors hold Warrants or Registrable Securities; provided, however, that the provisions of Articles III, IV and VIII shall terminate upon the closing of a Qualified Public offering by the Company; and, provided, further, that the provisions of Articles VIII hereof shall, in any event, terminate on the tenth anniversary of the date hereof.

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

COMPANY:

RADIO ONE, INC.

By: /s/ Alfred C. Liggins

Name: Alfred C Liggins
Title: President

SUBSIDIARIES:

RADIO ONE OF MARYLAND, INC.

By: /s/ Alfred C. Liggins

Name: Alfred C. Liggins
Title: President

RADIO ONE LICENSE, INC.

By: /s/ Alfred C. Liggins

Name: Alfred C. Liggins
Title: President

RADIO ONE OF MARYLAND LICENSE, INC.

By: /s/ Alfred C. Liggins

Name: Alfred C. Liggins
Title: President

MANAGEMENT STOCKHOLDERS:

/s/ Alfred C. Liggins

Alfred C. Liggins, individually

/s/ Catherine L. Hughes

Catherine L. Hughes, individually

Jerry A. Moore III

Jerry A. Moore III, individually

NEW INVESTORS:

ALTA SUBORDINATED DEBT
PARTNERS III, L.P.

By: Alta Subordinated Debt
Management III, L.P., its
General Partner

By: /s/ Brian W. McNeill

Name: Brian W. McNeill
Title: General Partner

BANCBOSTON INVESTMENTS INC.

By: /s/ Lars A. Swanson

Name: Lars A. Swanson
Title: Assistant Vice President

/s/ Grant M. Wilson

Grant M. Wilson, individually

ORIGINAL INVESTORS:

SYNCOM CAPITAL CORPORATION

By: /s/ Terry L. Jones

Name: Terry L. Jones
Title: President

ALLIANCE ENTERPRISE CORPORATION

By: /s/ Divakar R. Kamath

Name: Divakar R. Kamath
Title: Exec. V.P.

GREATER PHILADELPHIA VENTURE
CAPITAL CORPORATION, INC.

By: /s/ Fred G. Choate

Name: Fred G. Choate
Title: Manager

OPPORTUNITY CAPITAL CORPORATION

By: /s/ J. Peter Thompson

Name: J. Peter Thompson
Title: President

CAPITAL DIMENSIONS VENTURE
FUND, INC.

By: /s/ Dean Pickerell

Name: Dean Pickerell
Title: President

TSG VENTURES INC.

By: /s/ Scott R. Royster

Name: Scott R. Royster
Title: Principal

FULCRUM VENTURE CAPITAL
CORPORATION

By: /s/ Brian Argrett

Name: Brian Argrett
Title: President

Schedule A

New Investors

New Investors

Alta Subordinated Debt III, L.P.

BancBoston Investments Inc.

Grant M. Wilson

Schedule B

Original Investors	Address
Syncom Capital Corporation	8401 Colesville Road #300 Silver Spring, MD 20910 Attention: Terry L. Jones
Alliance Enterprise Corporation	12655 N. Central Expwy. Suite 700 Dallas, TX 75243 Attention: Divakar Kamath
Greater Philadelphia Venture Capital Corporation, Inc.	351 E. Connestoga Road Wayne, PA 19087 Attention: Fred Choate
Opportunity Capital Corporation	2201 Walnut Avenue, Suite 210 Freemont, CA 94538 Attention: J. Peter Thompson
Capital Dimensions Venture Fund, Inc.	2 Appletree Square #335 Minneapolis, MN 55425-1637 Attention: Dean Pickerell
TSG Ventures Inc.	1055 Washington Blvd., 10th Floor Stamford, CT 06901 Attention: Scott R. Royster
Fulcrum Venture Capital Corporation	300 Corporate Point Suite 380 Culver City, CA 90230 Attention: Brian E. Argrett

Schedule 1.02(a)

Capital Stock Held by Management Stockholders

	Preferred Stock	Common Stock	Options	Warrants
Catherine L. Hughes	-0-	75	-0-	-0-
Alfred C. Liggins	-0-	5	57.45/1/	-0-
Jerry A. Moore, III	-0-	1	-0-	-0-

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1 This does not include an option or restricted stock grant for up to 5.71 shares of Common Stock which may become exercisable or vested in the future.

Schedule l.02(c)

NONE.

FIRST AMENDMENT TO THE
WARRANTHOLDERS' AGREEMENT

This First Amendment to the Warrantholders' Agreement (this "Amendment") is made as of this 19th day of May, 1997, by and among Radio One, Inc., a Delaware corporation (the "Company"), Radio One Licenses, Inc., a Delaware corporation and the surviving corporation of the merger with Radio One License LLC ("ROL"), Catherine L. Hughes, Alfred C. Liggins and Jerry A. Moore, III (collectively, the "Management Stockholders"), the investors listed on the signature pages hereto as Series B Preferred Investors (the "Series B Preferred Investors"), and the investors listed on the signature pages hereto as Series A Preferred Investors (the "Series A Preferred Investors") (the Series B Preferred Investors and the Series A Preferred Investors being collectively referred to herein as the "Investors" and each individually as an "Investor," and the Investors and the Management Stockholders being collectively referred to herein as the "Securityholders" and each individually as a "Securityholder").

W I T N E S S E T H

WHEREAS, the Company, the subsidiaries of the Company then existing, the Management Stockholders and the Investors entered into a Securities Purchase Agreement dated as of June 6, 1995 (the "Securities Purchase Agreement"), pursuant to which (i) the Company sold and the Investors purchased from the Company subordinated promissory notes due in the year 2003 in an aggregate principal amount of $17,000,000 (the "Subordinated Notes"), and (ii) the Company sold and the Series B Preferred Investors purchased from the Company warrants (the "Original Warrants") for an aggregate of 50.93 shares of the Common Equity of the Company on a fully-diluted basis;

WHEREAS, simultaneously with the execution of the Securities Purchase Agreement, the Company and the Series A Preferred Investors entered into an Exchange Agreement, dated as of June 6, 1995, pursuant to which the Series A Preferred Investors exchanged all of their then existing warrants for $6,251,094 in cash and new warrants (the "Exchange Warrants") to purchase an aggregate of up to 96.11 shares of the Common Equity of the Company on a fully-diluted basis;

WHEREAS, simultaneously with the execution of the Securities Purchase Agreement, the Company, the subsidiaries of the Company then existing, the Management Stockholders and the Investors entered into a Warrantholders' Agreement, dated as of June 6, 1995 (the "Warrantholders' Agreement"), to govern the rights connected to the Original Warrants and Exchange Warrants;

WHEREAS, simultaneously with the Closing, the Company will issue 12% Senior Subordinated Notes due 2004 (the "Senior Subordinated Notes") to certain investors pursuant to an offering under Rule 144A of the Securities Act, the gross proceeds of which will be approximately $75,000,000 (the "Senior Subordinated Debt Financing");

WHEREAS, as of the date hereof, the Company, ROL, the Management Stockholders and the Investors have entered into a Preferred Stockholders' Agreement (the "Preferred Stockholders' Agreement"), pursuant to which, and as a necessary condition to the Senior Subordinated Debt Financing: (i) the Series A Preferred Investors will exchange all of their Subordinated Notes (including all accrued but unpaid interest thereon) for the number of shares of Series A 15% Senior Cumulative Exchangeable Redeemable Preferred Stock of the Company (the "Series A Preferred Stock") listed on Schedule A to the Preferred Stockholders' Agreement; and (ii) the Series B Preferred Investors will exchange all of their Subordinated Notes (including all accrued but unpaid interest thereon) for the number of shares of Series B 15% Senior Cumulative Exchangeable Redeemable Preferred Stock of the Company (the "Series B Preferred Stock," and together with the Series A Preferred Stock, the "Preferred Stock") listed on Schedule A to the Preferred Stockholders' Agreement (the exchanges of Subordinated Notes for Preferred Stock referred to in (i) and (ii) of this paragraph are hereinafter collectively referred to as the "Exchanges"). The Preferred Stockholders' Agreement generally provides for representations and warranties, covenants and rights relating to all parties thereto which are substantially similar to those provided for in the Securities Purchase Agreement;

WHEREAS, in connection with the Exchanges, (i) the Company will replace the certificates held by the Series B Preferred Investors representing all of their Original Warrants with amended and restated warrant certificates (the "Series B Amended and Restated Warrants") in order to conform the Original Warrants to reflect the transactions contemplated herein, and (ii) the Company will similarly replace the certificates held by the Series A Preferred Investors representing all of their Exchange Warrants with amended and restated warrant certificates (the "Series A Amended and Restated Warrants," and, collectively with the Series B Amended and Restated Warrants, the "Warrants") in order to conform such Exchange Warrants to reflect the transactions contemplated herein; and

WHEREAS, in connection with the Senior Subordinated Debt Financing and the related Exchanges, the Company, ROL, the Management Stockholders and the Investors now desire to amend the Warrantholders' Agreement as set forth herein, and each party hereto agrees and is willing to amend the Warrantholders' Agreement on the terms and conditions set forth in this Amendment.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree to amend the Warrantholders' Agreement as follows:

1. Amendment to Certain Terms of the Warrantholders' Agreement. The Warrantholders' Agreement is hereby amended as follows: (i) each reference therein to the terms "Original Investor" and "Original Investors" shall be deleted, and in their place shall be inserted the terms "Series A Preferred Investor" and "Series A Preferred Investors," respectively; (ii) each reference therein to the terms "New Investor" and "New Investors"

shall be deleted, and in their place shall be inserted the terms "Series B Preferred Investor" and "Series B Preferred Investors," respectively; (iii) each reference therein to the term "Notes" shall be deleted, and in its place shall be inserted the term "Preferred Stock;" (iv) each reference therein to the term "Intercreditor and Subordination Agreement" or to the term "Subordination Agreement" shall be deleted, and in its place shall be inserted the term "Standstill Agreement;" and (v) each reference to the term "Securities Purchase Agreement" in Articles II through VIII shall be deleted, and in its place shall be inserted the term "Preferred Stockholders' Agreement."

2. Amendment to the Legend on the Warrantholders' Agreement. The legend on the cover page to the Warrantholders' Agreement is hereby amended by deleting the existing legend in its entirety, and replacing it with the following:

> This instrument/agreement is subject to a Standstill Agreement dated as of the Closing Date among RADIO ONE, INC., the Subsidiaries of Radio One, Inc. from time to time, the Investors (as defined therein), the Senior Lenders (as defined therein) and NationsBank of Texas, N.A., as Agent to the Senior Lenders (as defined therein) and individually as a Lender, and United States Trust Company of New York, as Trustee for the Senior Subordinated Noteholders (as defined therein). By its acceptance of this instrument/agreement, the holder hereof agrees to be bound by the provisions of such Standstill Agreement to the same extent that each Investor is bound. In the event of any inconsistency between the terms of this instrument/agreement and the terms of such Standstill Agreement, the terms of the Standstill Agreement shall govern and be controlling.

3. Amendment to the Preamble of the Warrantholders' Agreement. The Preamble of the Warrantholders' Agreement is hereby amended by deleting the existing second paragraph of the Preamble in its entirety, and replacing it with the following:

> The capitalized terms used and not otherwise defined herein which are defined in the Preferred Stockholders' Agreement, dated as of May 14, 1997, by and among the Company, ROL and the Securityholders (the "Preferred Stockholders' Agreement"), shall have the meanings ascribed to them in the Preferred Stockholders' Agreement. Any capitalized term used and not otherwise defined herein which is not defined in the Preferred Stockholders' Agreement but which is defined in the Securities Purchase Agreement, dated as of June 6, 1995, by and among the Company, the subsidiaries of the Company then existing and the Securityholders (the "Securities Purchase Agreement"), shall have the meaning ascribed to such term in the Securities Purchase Agreement.

4. Amendment to Section 2.02 of the Warrantholders' Agreement. Section 2.02 of the Warrantholders' Agreement is hereby amended by deleting the existing first sentence of Section 2.02 in its entirety, and replacing it with the following:

If on any two (2) occasions after the earlier of (a) 180 days after the consummation of an initial public offering of the Company and (b) the third anniversary of the date hereof, Investors holding at least 662/3 of the outstanding shares of Preferred Stock (the "Initiating Investors") notify the Company in writing that they intend to offer or cause to be offered for public sale all or any portion of their Registrable Securities, the Company shall immediately notify in writing all of the Investors that hold Registrable Securities or Non-Voting Common Stock at the time of its receipt of such notification from such Initiating Investors.

5. Amendment to Section 5.01 of the Warrantholders' Agreement. Section 5.01 of the Warrantholders' Agreement is hereby amended by deleting the existing Section 5.01 in its entirety, and replacing it with the following:

Section 5.01. Investors' Put Right. Subject to the provisions of the Standstill Agreement, dated as of May 19, 1997, by and among the Company, ROL, the Investors, the Senior Lender and the Trustee for the benefit of the holders of Senior Subordinated Notes (the "Standstill Agreement"), Investors holding a majority of the outstanding shares of Preferred Stock may elect, upon 120 days prior written notice, to require the Company to purchase (subject to the provisions of the Standstill Agreement) all outstanding Warrants, Registrable Securities, Non-Voting Common Stock, ROFR Warrants and ROFR Notes held by all of the Investors (collectively, "Put/Call Securities") pursuant to this Article V (the "Put") at any time on or after (i) the redemption in full of all of the outstanding shares of Preferred Stock, together with all accumulated and accrued but unpaid dividends thereon, (ii) the merger or consolidation of the Company (other than with a Subsidiary or as permitted under the Preferred Stockholders' Agreement), or (iii) the sale of all or substantially all of the capital stock or assets of the Company or any Subsidiary (other than to a Subsidiary or as permitted under the Preferred Stockholders' Agreement). The Company agrees to give the Investors at least 150 days' prior written notice of any of the foregoing events. Each Investor may also elect to Put their Put/Call Securities to the Company on the tenth day after the eighth anniversary of the date of the original issuance of the shares of Preferred Stock issuable under the Preferred Stockholders' Agreement (the "Mandatory Redemption Date"), upon 120 days prior written notice to the Company. Investors whose Put/Call Securities are subject to a Put hereunder shall be referred to as the "Put Investors." In connection with any Put, all Put Investors shall be obligated to sell their Put/Call Securities to the Company on the terms set forth in this Article V and, upon tender by the Company of the applicable Put/Call Price (as defined in Section 5.03) (subject to the provisions of the Standstill Agreement) to each Put Investor, such Put Investor's Put/Call Securities shall be deemed to no longer be outstanding and such Put Investor's only right shall be to receive the Put/Call Price in accordance with the terms hereof; provided, however, that the failure of any Put Investor(s) to transfer its or their Put/Call Securities in accordance with the terms of this Section 5.01 shall not relieve the Company of its obligation to purchase the Put/Call Securities tendered by all other Put Investors hereunder.

6. Amendment to Section 5.02(a) of the Warrantholders' Agreement. Section 5.02(a) of the Warrantholders' Agreement is hereby amended by deleting the existing Section 5.02(a) in its entirety, and replacing it with the following:

(a) Exercise of Call Right. At the election of the Company, the Company may repurchase all, but not less than all, of the Put/Call Securities then outstanding at any time after the Mandatory Redemption Date (a "Call"), so long as: (i) the Investors do not have outstanding a request for a demand registration under Section 2.02 hereof; and (ii) the Senior Debt shall have been paid in full, together with all accrued but unpaid interest thereon, and all outstanding shares of Preferred Stock shall have been redeemed in full, together with all accumulated and accrued but unpaid dividends thereon, on or prior to the Put/Call Closing (as defined below). If the Company elects to repurchase the Put/Call Securities, it shall give written notice of such election at least 90 days prior to the Put/Call Closing and all Put/Call Securities shall be repurchased on the Put/Call Closing date specified in the Company's notice for an aggregate cash purchase price equal to the Put/Call Price. Each Investor shall receive at the Put/Call Closing the Put/Call Price for their Put/Call Securities.

7. Amendment to Section 5.03 of the Warrantholders' Agreement. Section 5.03 of the Warrantholders' Agreement is hereby amended by deleting the existing Section 5.03 in its entirety, and replacing it with the following:

Section 5.03. Put/Call Price. The purchase price for any Put/Call Securities hereunder (the "Put/Call Price") shall be equal to the product of (x) the number of Shares represented by such Put/Call Securities (with each unit of ROFR Warrants and the corresponding principal amount of ROFR Notes constituting one Share), multiplied by (y) the Per Share Net Equity Value of the Company reduced, in the case of the Warrants and ROFR Warrants, by the per share exercise price therefor. The "Per Share Net Equity Value" of the Company shall be the quotient of (a) the Net Equity Value of the Company (as determined below) divided by (b) the total number of outstanding shares of Common Equity (determined on a fully-diluted basis and after giving effect to the exercise of any Warrants, ROFR Warrants or other options for Common Equity and the conversion and exchange of any securities convertible into or exchangeable for Common Equity). "Net Equity Value" of the Company shall mean the aggregate of: (A) the fair market value of the Company as determined below; plus (B) all accounts receivable, cash and cash equivalents held by the Company as of the date of determination and the aggregate exercise price of all outstanding Warrants, ROFR Warrants or options for Common Equity; reduced by (C) the aggregate of all Indebtedness for borrowed money and current liabilities of the Company required to be included on a balance sheet in accordance with generally accepted accounting principles (excluding the current maturities of Indebtedness). In connection with a Put or Call occurring in connection with a sale or transfer to a third party of all or substantially all of the Common Equity in, or the assets of, the

Company or any Subsidiary, the fair market value of the Company shall be the aggregate amount of consideration paid to the Company, the Management Stockholders and any other holders of outstanding capital stock of the Company, including any payments made to the Management Stockholders under any consulting, noncompetition or employment agreements. Otherwise, the applicable Investors as a group (with decision-making power belonging to Investors holding a majority of the outstanding shares of Preferred Stock held by all Investors, in the case of a Call, and the Put Investors in the case of a Put) and the Company shall in good faith seek to reach agreement as to the fair market value of the Company at least sixty (60) days prior to any Put/Call Closing. If the applicable Investors and the Company are unable to reach agreement within such time frame, the fair market value of the Company shall be determined by an appraisal process and the Company and the applicable Investors as a group (with decision-making power belonging to Investors holding a majority of the outstanding shares of Preferred Stock held by all Investors, in the case of a Call, and the Put Investors in the case of a Put) shall, within seven (7) days thereafter, each select an independent, non-affiliated investment banking firm of recognized national standing or a brokerage firm having not less than five (5) years of experience in the radio broadcasting industry (each an "Independent Appraiser"). Within twenty (20) days after selection, each Independent Appraiser shall prepare and deliver to the Company and the applicable Investors an appraisal of the fair market value of the Company in accordance with the terms set forth below and, in the absence of manifest error or fraud and so long as the lower appraisal is no less than 90% of the higher appraisal, the two appraisals shall be averaged and the result shall be the fair market value of the Company. If the lower appraisal is less than 90% of the higher appraisal, the two Independent Appraisers shall, within seven (7) days thereafter, choose a third Independent Appraiser who shall deliver its own appraisal of the fair market value of the Company within twenty (20) days thereafter. The two appraisals that are closest in value shall then be averaged and the result shall, in the absence of manifest error or fraud, be the fair market value of the Company (unless the third appraisal is equal to the average of the first two appraisals, in which case it shall be the fair market value of the Company). All appraisals hereunder will appraise the fair market value of the Company (i) as a going concern and valued as if debt-free, without including the Company's cash balances and without regard to accounts receivable or the illiquidity of the Company's capital stock or to any discount attributable to the minority interest represented by the Put/Call Securities, if applicable, or other considerations relating to the nonpublic status of the Company's securities, (ii) on the basis of what a willing buyer, with recourse to any necessary financing, would pay to a willing seller who is under no compunction to sell, (iii) assuming a form of transaction which will maximize such value to the extent such form could be realistically and reasonably achieved, and (iv) without diminution for any taxes that might otherwise be incurred by the Company or any Securityholder in connection with any hypothetical sale of the Common Equity in, or the assets of, the Company or any Subsidiary. All costs of any appraisals shall be borne by the Company. If the appraisal process has not been completed by the Put/Call Closing

date or the Company otherwise fails to meet its Put or Call obligations by such date, the applicable Investors shall continue to have all of the rights and benefits of this Agreement until the Net Equity Value has been determined and the Put/Call Securities have been redeemed in full; provided, however, that the applicable Investors shall be entitled to receive interest on the Put/Call Price that is ultimately determined hereunder from the Put/Call Closing date at the rate of fifteen percent (15%) per annum, compounded annually.

8. Amendment to Article VI of the Warrantholders' Agreement. Article VI of the Warrantholders' Agreement is hereby amended by deleting the existing Article VI in its entirety, and replacing it with the following:

ARTICLE VI. INVESTORS GO-ALONG RIGHT.

Investors holding a majority of the outstanding shares of Preferred Stock shall have the option (the "Go-Along Right"), exercisable upon 30 days' prior written notice to the Company and all the other Securityholders and subject to the terms of the Standstill Agreement, to cause the sale or refinancing of either the entire business and assets of the Company or all of the Common Stock, Warrants and other equity interests in the Company, upon the first to occur of the following: (i) a breach by the Company of its obligations under Article V with respect to a Put which has not been cured within 30 days after written notice thereof; (ii) a breach by the Company of Section 10 of the Preferred Stockholders' Agreement, and (iii) any breach by the Company of its obligations under Section 2.02 hereof; provided, however, that any sale of either the entire business and assets of the Company or all of the Common Stock, Warrants and other equity interests in the Company to an Affiliate of the Investors holding a majority of the outstanding shares of Preferred Stock or a majority in interest of the Warrants shall not be for less than ninety percent (90%) of the Fair Market Value of the Company (as determined below). The Go-Along Right granted hereunder includes the power and authority to negotiate and consummate the sale of all or any substantial part of the assets of or capital stock, partnership interests and/or other equity interests in the Company and its Subsidiaries. By their execution hereof, each of the parties to this Agreement hereby consents to the taking of any action by the Investors exercising the Go-Along Right, including without limitation, the right to seek to take control, or appoint a receiver, trustee, transferee or other official to take control, of the Company and each Subsidiary (and/or the right to expand the Board of Directors of the Company and each to up to nine (9) Directors and appoint individuals to the vacancies created by such expansions) solely for the purpose of effecting the Go-Along Right and to consummate the transactions contemplated thereby, subject to necessary FCC approval, and agrees to cooperate fully in the taking of any such action (including, without limitation, the execution and delivery of agreements, assignments and other instruments relating to such action and full cooperation and assistance in obtaining third-party consents), and using its best efforts in connection therewith (provided, however, that in the case of the Management Stockholders, "best

efforts" shall not include or require the payment of money), and hereby irrevocably appoints the Investors who exercise the Go-Along Right and each of them as proxies and attorneys-in-fact with full power and substitution, in order to accomplish such action, which power-of-attorney shall be deemed to be coupled with an interest and shall be irrevocable. The Go-Along Right shall not be deemed to constitute a de facto transfer of control for FCC purposes and shall be subject to the requirements that (i) the Company and/or its Subsidiaries obtain any necessary FCC approvals for the actions taken hereunder and (ii) prior to or upon consummation of any sale or refinancing hereunder the Company and its Subsidiaries repay in full all indebtedness for money borrowed including, but not limited to, the Senior Indebtedness (as defined in the Standstill Agreement) and that the Senior Loan Agreement and the Indenture shall have terminated prior to the transfer of any assets of, or equity interest in, the Company and its Subsidiaries, and shall be subject to the requirement that all express terms of any such sale be equivalent with respect to all Securityholders (other than differences reflecting the exercise price of the Warrants and the ROFR Warrants and the fact that the Management Stockholders may be required to enter into a reasonable noncompetition agreement subject to the payment of reasonable compensation to them in exchange therefor).

For purposes of this Article VI, the Fair Market Value of the Company shall be determined as follows:

Within ten (10) days of the delivery of the written notice to the Company of the exercise of the Go-Along Right, Investors holding a majority of the outstanding shares of Preferred Stock shall select an independent, non-affiliated investment banking firm of recognized national standing or a brokerage firm having not less than five (5) years of experience in the radio broadcasting industry (the "Appraiser"). Within twenty (20) days after selection, the Appraiser shall prepare and deliver to the Company and the Investors an appraisal of the Fair Market Value of the Company in accordance with the terms set forth below and, in the absence of manifest error or fraud, the appraisal shall be the Fair Market Value of the Company. Any appraisal hereunder will appraise the Fair Market Value of the Company as a going concern and valued as if debt-free on the basis of what a willing buyer, with recourse to any necessary financing, would pay to a willing seller who is under no compunction to sell. All costs of any appraisals shall be borne by the Company.

9. Amendment to Article VII of the Warrantholders' Agreement. Article VII of the Warrantholders' Agreement is hereby amended to insert the following clause after the words "best efforts" each time such words are used in such Article VII:

(provided, however, that in the case of the Management Stockholders, "best efforts" shall not include or require the payment of money)

10. Amendment to Section 8.01(a) of the Warrantholders' Agreement. Section 8.01(a) of the Warrantholders' Agreement is hereby amended by adding the following sentence as the last sentence of such Section 8.01(a):

> Notwithstanding the provisions of this Section 8.01(a), the Board of Directors may be expanded to up to nine (9) members in a manner consistent with Article VI hereof, Section 10 of the Preferred Stockholders' Agreement, and the Company's Bylaws.

11. Amendment to Section 8.02 of the Warrantholders' Agreement.

Section 8.02 of the Warrantholders' Agreement is hereby amended to add the following sentence as the last sentence of such Section 8.02:

> Vacancies created or occurring as a result of the exercise of the rights granted to the Investors under Article VI of this Agreement or under Section 10 of the Preferred Stockholders' Agreement shall be filled as provided in such Article VI or Section 10, as applicable.

12. Amendment to Section 9.03 of the Warrantholders' Agreement. Section 9.03 of the Warrantholders' Agreement is hereby amended by deleting the existing Section 9.03 in its entirety, and replacing it with the following:

> Section 9.03. Amendment and Waiver. Any party may waive any provision hereof intended for its benefit in writing. No failure or delay on the part of any party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to any party hereto at law or in equity or otherwise. Subject to the terms of the Standstill Agreement, this Agreement may be amended with the prior written consent of the Company, and if required pursuant to the terms of the Standstill Agreement, the Senior Lender and the Trustee, on behalf of the holders of the Senior Subordinated Notes (until payment in full of the Senior Debt and the Senior Subordinated Notes and termination of the Senior Loan Agreement and the Indenture), a majority in interest of the Management Stockholders and the holders of a majority of the outstanding shares of Preferred Stock, in which event such amendment shall be binding on all parties hereto; provided, however, that if such amendment would amend any provision requiring a consent or approval of the Investors, such amendment shall require the consent of Investors holding that percentage of the outstanding shares of Preferred Stock required pursuant to the provision to be amended; and provided further, that if such amendment would have a disproportionately negative impact on any party hereto, such amendment shall require the consent of such party.

With respect to any action hereunder requiring the consent or approval of the Investors, if all of the outstanding shares of the Preferred Stock, together with all accumulated and accrued but unpaid dividends thereon, have been redeemed in full for any reason, such action shall then require the consent or approval of Investors that held, immediately prior to such redemption, at least that percentage of the outstanding shares of Preferred Stock that would otherwise have been required to secure the consent or approval of such action under the terms of this Agreement.

13. Amendment to Section 9.04 of the Warrantholders' Agreement. Section 9.04 of the Warrantholders' Agreement is hereby amended to add the following clause at the end of the first sentence of such Section 9.04:

and the Indebtedness of the Company under the Senior Subordinated Notes and the Indenture.

14. Amendment to Section 9.05 of the Warrantholders' Agreement. Section 9.05 of the Warrantholders' Agreement is hereby amended by deleting the existing Section 9.05 in its entirety, and replacing it with the following:

Section 9.05. Notices. All notices and other communications provided for herein shall be in writing and shall be deemed to have been duly given (a) if delivered personally or (b) if sent by telex or telecopier, registered or certified mail (return receipt requested) with postage prepaid, or by courier guaranteeing next day delivery, in each case to the party to whom it is directed at the following addresses (or at such other address for any party as shall be specified by notice given in accordance with the provisions hereof, provided that notices of a change of address shall be effective only upon receipt thereof). Notices delivered personally shall be effective on the day so delivered, notices sent by registered or certified mail shall be effective three days after mailing, notices sent by telex shall be effective when answered back, notices sent by telecopier shall be effective when receipt is acknowledged, and notices sent by courier guaranteeing next day delivery shall be effective on the earlier of the second business day after timely delivery to the courier or the day of actual delivery by the courier:

(a) if to the Series B Preferred Investors, at the following address:

(i) Alta Subordinated Debt Partners III, L.P.
c/o Burr, Egan, Deleage & Co.
One Post Office Square
Suite 3800
Boston, MA 02109
Attention: Brian McNeill

(ii) BancBoston Investments Inc.
175 Federal Street
10th Floor
Boston, MA 02110
Attention: Sanford Anstey

(iii) Grant M. Wilson
201 Concord Street
Carlisle, MA 01741

with a copy to:

(i) Goodwin, Procter & Hoar LLP
Exchange Place
Boston, Massachusetts 02109
Attention: John J. Egan III, Esq.

(ii) Ropes & Gray
One International Place
Boston, MA 02110
Attention: Winthrop G. Minot, Esq.

(b) if to the Management Stockholders, the Company or ROL, at the following address:

Radio One, Inc.
4001 Nebraska Avenue, N.W.
Washington, D.C. 20016
Attention: Alfred C. Liggins and Catherine L. Hughes

with a copy to:

Kirkland & Ellis
655 Fifteenth Street N.W.
Washington, D.C. 20005
Attention: Richard L. Perkal, Esq.

(c) if to the Series A Preferred Investors, to the address set forth next to their respective names on Schedule B hereto.

15. Amendment to Section 9.10 of the Warrantholders' Agreement. Section 9.10 of the Warrantholders' Agreement is hereby amended by deleting the existing Section 9.10 in its entirety, and replacing it with the following:

Section 9.10. Entire Agreement. This Agreement, together with the Securities Purchase Agreement, the Preferred Stockholders' Agreement, the Standstill Agreement, and the Exchange Agreement and other agreements contemplated hereby and thereby, is intended by the parties as a final expression of their agreement and intended to be the complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein and therein. This Agreement, the Securities Purchase Agreement, the Preferred Stockholders' Agreement, the Standstill Agreement, the Exchange Agreement and the other agreements contemplated hereby and thereby (including the exhibits hereto and thereto) supersede all prior agreements and understandings between the parties with respect to such subject matter, including without limitation those agreements listed on Appendix B to the Securities Purchase Agreement and Appendix B to the Preferred Stockholders' Agreement, all related agreements and any other agreement entered into among (i) any of the Company, the Subsidiaries or the Managing Stockholders and (ii) the Series A Preferred Investors or any Series A Preferred Investor.

16. Amendment to Schedule B to the Warrantholders' Agreement. Schedule B to the Warrantholders' Agreement is hereby amended by deleting the existing address given for TSG Ventures Inc. in its entirety, and replacing it with the following:

177 Broad Street, 12th Floor
Stamford, Connecticut 06901
Attention: Duane Hill

17. Documents Otherwise Unchanged. Except as provided herein, the Warrantholders' Agreement shall remain unchanged and in full force and effect.

18. Waiver of Preemptive Rights. The Investors hereby waive the requirements of and any rights they may have under Article IV of the Warrantholders' Agreement with respect to the issuance by the Company of the Preferred Stock.

19. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be identical and all of which, when taken together, shall constitute one and the same instrument, and any of the parties hereto may execute this Amendment by signing any such counterpart.

20. Binding Effect. This Amendment shall be binding upon and inure to the benefit of the parties hereto and any respective successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Warrantholders' Agreement as of the date first above written.

COMPANY:

RADIO ONE, INC.

By: /s/ Alfred C. Liggins

Name: Alfred C. Liggins
Title: President

SUBSIDIARY:

RADIO ONE LICENSES, INC.

By: /s/ Alfred C. Liggins

Name: Alfred C. Liggins
Title: President

MANAGEMENT STOCKHOLDERS:

/s/ Alfred C. Liggins

Alfred C. Liggins, individually

Catherine L. Hughes

Catherine L. Hughes, individually

/s/ Jerry A. Moore

Jerry A. Moore III, individually

[Signature Pages Continue]

SERIES B PREFERRED INVESTORS:

ALTA SUBORDINATED DEBT
PARTNERS III, L.P.

By: Alta Subordinated Debt
Management III, L.P., its
General Partner

By: /s/ Eileen McCarthy

Name: Eileen McCarthy
Title:

BANCBOSTON INVESTMENTS INC.

By: /s/ Lars A. Swanson

Name: Lars A. Swanson
Title:Vice President

/s/ Grant M. Wilson

Grant M. Wilson, individually

SERIES A PREFERRED INVESTORS:

SYNCOM CAPITAL CORPORATION

By: /s/ Terry L. Jones

Name: Terry L. Jones
Title: President

ALLIANCE ENTERPRISE CORPORATION

By: /s/ Divakar Kamath

Name: Divakar Kamath
Title: Executive Vice President

[Signature Page to First Amendment to Warrantholders' Agreement]

[Signature Pages Continue]

GREATER PHILADELPHIA VENTURE
CAPITAL CORPORATION, INC.

By: /s/ Fred G. Choate

Name: Fred G. Choate
Title: Manager

OPPORTUNITY CAPITAL CORPORATION

By: /s/ J.P. Thompson

Name: J. Peter Thompson
Title: President

CAPITAL DIMENSIONS VENTURE
FUND, INC.

By: /s/ Dean Pickerell

Name: Dean Pickerell
Title: President

TSG VENTURES INC.

By: /s/ Duane E. Hill

Name: Duane E. Hill
Title: Principal

FULCRUM VENTURE CAPITAL
CORPORATION

By: /s/ Brian Argrett

Name: Brian Argrett
Title: President

[Signature Page to First Amendment to Warrantholders' Agreement]

WARRANT NO. 2 36.12 WARRANTS

THIS WARRANT AND THE SHARES ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT") OR ANY APPLICABLE STATE SECURITIES LAW, AND MAY NOT BE TRANSFERRED EXCEPT (i) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR (ii) UPON FIRST FURNISHING TO THE COMPANY AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH TRANSFER IS NOT IN VIOLATION OF THE REGISTRATION REQUIREMENTS OF THE ACT OR ANY APPLICABLE STATE SECURITIES LAW.

"This instrument/agreement is subject to a Standstill Agreement dated as of the Closing Date among RADIO ONE, INC., the Subsidiaries of Radio One, Inc. from time to time, the Investors (as defined therein), the Senior Lenders (as defined therein) and NationsBank of Texas, N.A., as Agent to the Senior Lenders (as defined therein) and individually as a Lender, and United States Trust Company of New York, as Trustee for the Senior Subordinated Noteholders (as defined therein). By its acceptance of this instrument/agreement, the holder hereof agrees to be bound by the provisions of such Standstill Agreement to the same extent that each Investor is bound. In the event of any inconsistency between the terms of this instrument/agreement and the terms of such Standstill Agreement, the terms of the Standstill Agreement shall govern and be controlling."

RADIO ONE, INC.

This warrant certificate (the "Warrant Certificate") certifies that, for value received, SYNCOM CAPITAL CORPORATION or registered assigns under Section 8 hereof (the "Holder") is the owner of THIRTY-SIX AND 12/100 (36.12) WARRANTS specified above (the "Warrants") each of which entitles the Holder thereof to purchase one (1) fully paid and nonassessable share of Common Stock, par value $.01 per share, of Radio One, Inc., a corporation organized under the laws of the State of Delaware (the "Company"), or such other number of shares as may be determined pursuant to an adjustment in accordance with Section 4 hereof, at the price per share set forth in Section 4 hereof, subject to adjustment from time to time pursuant to Section 4 hereof (the "Warrant Price") and subject to the provisions and upon the terms and conditions set forth herein.

1. Term of Warrant.

Each Warrant is exercisable (i) at any time after the date hereof by Investors holding a majority of the outstanding shares of Preferred Stock (or, if the Preferred Stock has been redeemed in full prior to such date, by Investors holding a majority of the outstanding shares of Preferred Stock immediately prior to such redemption) (the "Requisite Holders"), or (ii) at any time after the Preferred Stock has been paid in full at the option of the Holder hereof; provided, however, that if the Holder is a "Specialized Small Business Investment Company" (as defined in the 26 U.S.C. Section 1044(c)(3)), this Warrant may not in any event be exercised after the sixth (6th) anniversary of the redemption in full of all Preferred Stock held by the Holder. Upon the consummation by the Company of a Qualified Public Offering, this Warrant shall be subject to automatic exercise, on a net basis, as provided in Section 2(a) hereof.

2. Method of Exercise and Payment; Issuance of New Warrant Certificate; Contingent Exercise.

(a) In connection with any exercise pursuant to Section 1 hereof, this Warrant Certificate shall be surrendered (with the notice of exercise form attached hereto as Exhibit 1 duly executed) at the principal office of the Company together with the payment to the Company of (i) cash or a certified check or a wire transfer in an amount equal to the then applicable Warrant Price multiplied by the number of shares of Common Stock then being purchased or (ii) that number of shares of Common Stock of the Company having a fair market value (as defined below) equal to the then applicable Warrant Price multiplied by the number of shares of Common Stock then being purchased. In the alternative, the Holder hereof may exercise its right to purchase some or all of the shares of Common Stock pursuant to this Warrant Certificate on a net basis, such that, without the exchange of any funds, the Holder hereof receives that number of shares of Common Stock subscribed to pursuant to this Warrant Certificate less that number of shares of Common Stock having an aggregate fair market value (as defined below) at the time of exercise equal to the aggregate Warrant Price that would otherwise have been paid by the Holder for the number of shares of Common Stock subscribed to under this Warrant Certificate. Fair market value, on a per-share basis, shall be deemed to be (i) the initial offering price of the Common Stock to the public in a Qualified Public Offering; and (ii) if the Common Stock is not publicly held or traded, "fair market value" shall mean the Per Share Net Equity Value of the Company as determined pursuant to Section 5.03 of the Warrantholders' Agreement.

(b) The Company agrees that the shares of Common Stock so purchased shall be deemed to be issued to the Holder hereof as the record owner of such shares as of the close of business on the date on which this Warrant Certificate shall have been surrendered and payment made for such shares as

aforesaid. In the event of any exercise of the rights represented by this Warrant Certificate, certificates for the shares of Common Stock so purchased shall be delivered to the Holder hereof within 15 days thereafter and, unless all of

the Warrants represented by this Warrant Certificate have been fully exercised or have expired pursuant to Section 1 hereof, a new Warrant Certificate representing the shares of Common Stock, if any, with respect to which the Warrants represented by this Warrant Certificate shall not then have been exercised, shall also be issued to the Holder hereof within such 15 day period.

3. Common Stock Fully Paid; Reservation of Shares.

All Common Stock which may be issued upon the exercise of the Warrants will, upon issuance, be fully paid and nonassessable, and free from all taxes, liens and charges with respect to the issue thereof. During the period within which the rights represented by this Warrant Certificate may be exercised, the Company will at all times have authorized, and reserved for the purpose of the issuance upon exercise of the purchase rights evidenced by this Warrant Certificate, a sufficient number of shares of its Common Stock to provide for the exercise of the Warrants.

4. Warrant Price; Adjustment of Warrant Price and Number of Shares.

The Warrant Price shall be $100.00 per share of Common Stock, and the Warrant Price and the number of shares of Common Stock purchasable upon exercise of the Warrants shall be subject to adjustment from time to time, as follows:

(a) Reclassification, Consolidation or Merger. In case of any reclassification or change of outstanding securities of the class issuable upon exercise of the Warrants, or in case of any consolidation or merger of the Company with or into another corporation or entity, other than a consolidation or merger with another corporation or entity in which the Company is the continuing corporation and which does not result in any reclassification, conversion or change of outstanding securities issuable upon exercise of the Warrants, or in case of any sale of all or substantially all of the assets of the Company, the Company, or such successor or purchasing corporation, as the case may be, shall execute a new warrant certificate (the "New Warrant Certificate"), providing that the Holder of this Warrant Certificate shall have the right to exercise such new warrants and procure upon such exercise, in lieu of each share of Common Stock theretofore issuable upon exercise of the Warrants, the kind and amount of shares of stock, other securities, money and property receivable upon such reclassification, conversion, change, consolidation, or merger by a holder of one share of Common Stock. Such New Warrant Certificate shall provide for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Section 4. The provisions of this Section 4(a) shall similarly apply to successive reclassifications, changes, consolidations, mergers and transfers.

(b) Subdivisions, Combinations and Stock Dividends. If the Company at any time while this Warrant Certificate is outstanding and unexpired shall subdivide or combine its Common Stock, or shall pay a dividend with respect to Common Stock payable in,

or make any other distribution with respect to its Common Stock consisting of, shares of Common Stock, then the Warrant Price shall be adjusted, from and after the date of determination of shareholders entitled to receive such dividend or distribution, to that price determined by multiplying the Warrant Price in effect immediately prior to such date of determination by a fraction (i) the numerator of which shall be the total number of shares of Common Stock outstanding immediately prior to such dividend or distribution and (ii) the denominator of which shall be the total number of shares of Common Stock outstanding immediately after such dividend or distribution.

Upon each adjustment in the Warrant Price pursuant to this Section 4(b), the number of shares of Common Stock purchasable hereunder shall be adjusted to the product obtained by multiplying the number of shares purchasable immediately prior to such adjustment in the Warrant Price by a fraction (i) the numerator of which shall be the Warrant Price immediately prior to such adjustment and (ii) the denominator of which shall be the Warrant Price immediately thereafter.

(c) [Intentionally Omitted.]

5. Notice of Adjustments.

Whenever any adjustment shall be made pursuant to Section 4 hereof, the Company shall prepare a certificate signed by its chief financial officer setting forth, in reasonable detail, the event requiring the adjustment, the amount of the adjustment, the method by which such adjustment was calculated, the Warrant Price after giving effect to such adjustment and the number of shares of Common Stock then purchasable upon exercise of the Warrants, and shall cause copies of such certificate to be mailed to the Holder hereof at the address specified in Section 9(d) hereof, or at such other address as may be provided to the Company in writing by the Holder hereof.

6. Other Agreements; Definitions; Put and Call Rights.

For purposes of this Warrant Certificate, all capitalized terms that are used herein without definition shall have the respective meanings ascribed thereto in either the Preferred Stockholders' Agreement (the "Preferred Stockholders' Agreement"), dated as of May 14, 1997, by and among the Holder, the Company and certain other parties named therein, the Warrantholders' Agreement, dated as of June 6, 1995, as amended by the First Amendment to the Warrantholders' Agreement, dated as of May 19, 1997, by and among the Holder, the Company and certain other parties named therein (the "Warrantholders' Agreement") or, in the event that a capitalized term used herein without definition is not defined in the Preferred Stockholders' Agreement or the Warrantholders' Agreement, but is defined in the Securities Purchase Agreement, dated as of June 6, 1995, by and among the Holder, the Company and certain other parties named therein (the "Securities Purchase Agreement"), the Securities Purchase Agreement. The Holder of this Warrant Certificate shall be entitled to the rights and

subject to the terms and conditions of the Preferred Stockholders' Agreement and Warrantholders' Agreement, and in the event of any inconsistency between the terms hereof and the terms of the Preferred Stockholders' Agreement or the Warrantholders' Agreement, as the case may be, the terms of the Preferred Stockholders' Agreement or the Warrantholders' Agreement shall control. Without limiting the generality of the foregoing, this Warrant Certificate and the Warrants represented hereby are subject to the "put" and "call" provisions of Article V of the Warrantholders' Agreement which are incorporated herein by reference.

7. Compliance with Securities Act.

The Holder of this Warrant Certificate, by acceptance hereof, agrees that the Warrants and the shares of Common Stock to be issued upon exercise thereof are being acquired for investment and that it will not offer, sell or otherwise dispose of the Warrants or any shares of Common Stock to be issued upon exercise thereof except under circumstances which will not result in a violation of the Act. Upon exercise of the Warrants, the Holder hereof shall, if requested by the Company, confirm in writing that the shares of Common Stock so purchased are being acquired for investment and not with a view toward distribution or resale. This Warrant Certificate and all shares of Common Stock issued upon exercise of the Warrants (unless registered under the Act) shall be stamped or imprinted with a legend substantially in the following form:

> THIS WARRANT AND THE SHARES ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT") OR ANY APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE TRANSFERRED EXCEPT (i) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR (ii) IN A TRANSACTION WHICH IS NOT IN VIOLATION OF THE REGISTRATION REQUIREMENTS OF THE ACT OR ANY APPLICABLE STATE SECURITIES LAW.

8. Transfer.

Subject to compliance with the terms of Section 7 above, the Warrants and all rights under this Warrant Certificate are transferable, in whole or in part, at the principal office of the Company by the Holder hereof, in person or by its duly authorized attorney, upon surrender of this Warrant Certificate properly endorsed (with the instrument of transfer form attached hereto as Exhibit 2 duly executed). Each Holder of this Warrant Certificate, by taking or holding the same, consents and agrees that this Warrant Certificate, when endorsed in blank, shall be deemed negotiable; provided, however, that the last Holder of this Warrant Certificate as registered on the books of the Company may be treated by the Company and all other persons dealing with this Warrant Certificate as the absolute owner of the Warrants for any purposes and as the person entitled to exercise the rights represented by this Warrant Certificate or to transfer the Warrants on the books of the Company, any notice to the contrary

notwithstanding, unless and until such Holder seeks to transfer registered ownership of the Warrants on the books of the Company and such transfer is effected.

9. Miscellaneous.

(a) Replacement. On receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant Certificate and, in the case of loss, theft or destruction, on delivery of an indemnity agreement or bond reasonably satisfactory in form and amount to the Company or, in the case of mutilation, on surrender and cancellation of this Warrant Certificate, the Company, at its expense, will execute and deliver, in lieu of this Warrant Certificate, a new warrant certificate of like tenor.

(b) Notice of Capital Changes. In case:

(i) the Company shall declare any dividend or distribution payable to the holders of shares of Common Stock;

(ii) there shall be any capital reorganization or reclassification of the capital of the Company, or consolidation or merger of the Company with, or sale of all or substantially all of its assets to, another corporation or business organization;

(iii) there shall be a voluntary or involuntary dissolution, liquidation or winding up of the Company; or

(iv) the Company shall propose to commence an initial public offering;

then, in any one or more of said cases, the Company shall give the Holder hereof written notice of such event, in the manner set forth in Section 9(d) below, at least 90 days prior to the date on which a record shall be taken for such dividend or distribution or for determining shareholders entitled to vote upon such reorganization, reclassification, consolidation, merger, sale, dissolution, liquidation, winding up or the date when any such transaction shall take place, as the case may be.

(d) Notice. Any notice to be given to either party under this Warrant Certificate shall be in writing and shall be deemed to have been given to the Company or the Holder hereof, as the case may be, when delivered in hand or when sent by first class mail, postage prepaid, addressed, if to the Company, at its principal office and, if to the Holder hereof, at its address as set forth in the Company's books and records or at such other address as the Holder hereof may have provided to the Company in writing.

(e) No Impairment. The Company will not, by amendment of its Certificate of Incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the

Company, but will at all times in good faith assist in the carrying out of all the provisions of this Warrant Certificate.

(f) Governing Law. This Warrant Certificate shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

This Warrant Certificate has been executed as of this 19th day of May, 1997.

RADIO ONE, INC.

By: /s/ Alfred Liggins

Name: Alfred Liggins
Title: President

EXHIBIT 1

NOTICE OF EXERCISE

TO: _____

[Collective Exercise]

The undersigned, constituting the Requisite Holders, hereby elect to exercise all of the Warrants contemplated by a certain Warrantholders' Agreement dated as of June 6, 1995, as amended.

[Individual Exercise]

1. The undersigned hereby elects to purchase _____ shares of the _____ Common Stock of _____ pursuant to the terms of the attached Warrant.

2. Please issue a certificate or certificates representing said shares of _____ Common Stock in the name of the undersigned or in such other name as is specified below:

_____
(Name)

_____

_____
(Address)

3. The undersigned represents that the aforesaid shares of _____ Common Stock are being acquired for the account of the undersigned for investment and not with a view to, or for resale in connection with, the distribution thereof and that the undersigned has no present intention of distributing or reselling such shares.

Dated:

_____
Signature

EXHIBIT 2

FORM OF ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the rights represented by the within Warrant Certificate to purchase [_____] shares of Common Stock of Radio One, Inc. to which the within Warrant Certificate relates and appoints _____ to transfer such rights on the books of Radio One, Inc. with full power of substitution in the premises.

Dated: _____

_____
Signature

WARRANT NO. 5 18.70 WARRANTS

THIS WARRANT AND THE SHARES ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT") OR ANY APPLICABLE STATE SECURITIES LAW, AND MAY NOT BE TRANSFERRED EXCEPT (i) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR (ii) UPON FIRST FURNISHING TO THE COMPANY AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH TRANSFER IS NOT IN VIOLATION OF THE REGISTRATION REQUIREMENTS OF THE ACT OR ANY APPLICABLE STATE SECURITIES LAW.

"This instrument/agreement is subject to a Standstill Agreement dated as of the Closing Date among RADIO ONE, INC., the Subsidiaries of Radio One, Inc. from time to time, the Investors (as defined therein), the Senior Lenders (as defined therein) and NationsBank of Texas, N.A., as Agent to the Senior Lenders (as defined therein) and individually as a Lender, and United States Trust Company of New York, as Trustee for the Senior Subordinated Noteholders (as defined therein). By its acceptance of this instrument/agreement, the holder hereof agrees to be bound by the provisions of such Standstill Agreement to the same extent that each Investor is bound. In the event of any inconsistency between the terms of this instrument/agreement and the terms of such Standstill Agreement, the terms of the Standstill Agreement shall govern and be controlling."

RADIO ONE, INC.

This warrant certificate (the "Warrant Certificate") certifies that, for value received, ALLIANCE ENTERPRISE CORPORATION or registered assigns under Section 8 hereof (the "Holder") is the owner of EIGHTEEN AND 70/100 (18.70) WARRANTS specified above (the "Warrants") each of which entitles the Holder thereof to purchase one (1) fully paid and nonassessable share of Common Stock, par value $.01 per share, of Radio One, Inc., a corporation organized under the laws of the State of Delaware (the "Company"), or such other number of shares as may be determined pursuant to an adjustment in accordance with Section 4 hereof, at the price per share set forth in Section 4 hereof, subject to adjustment from time to time pursuant to Section 4 hereof (the "Warrant Price") and subject to the provisions and upon the terms and conditions set forth herein.

1. Term of Warrant.

Each Warrant is exercisable (i) at any time after the date hereof by Investors holding a majority of the outstanding shares of Preferred Stock (or, if the Preferred Stock has been redeemed in full prior to such date, by Investors holding a majority of the outstanding shares of Preferred Stock immediately prior to such redemption) (the "Requisite Holders"), or (ii) at any time after the Preferred Stock has been paid in full at the option of the Holder hereof; provided, however, that if the Holder is a "Specialized Small Business Investment Company" (as defined in the 26 U.S.C. Section 1044(c)(3)), this Warrant may not in any event be exercised after the sixth (6th) anniversary of the redemption in full of all Preferred Stock held by the Holder. Upon the consummation by the Company of a Qualified Public Offering, this Warrant shall be subject to automatic exercise, on a net basis, as provided in Section 2(a) hereof.

2. Method of Exercise and Payment; Issuance of New Warrant Certificate; Contingent Exercise.

(a) In connection with any exercise pursuant to Section 1 hereof, this Warrant Certificate shall be surrendered (with the notice of exercise form attached hereto as Exhibit 1 duly executed) at the principal office of the Company together with the payment to the Company of (i) cash or a certified check or a wire transfer in an amount equal to the then applicable Warrant Price multiplied by the number of shares of Common Stock then being purchased or (ii) that number of shares of Common Stock of the Company having a fair market value (as defined below) equal to the then applicable Warrant Price multiplied by the number of shares of Common Stock then being purchased. In the alternative, the Holder hereof may exercise its right to purchase some or all of the shares of Common Stock pursuant to this Warrant Certificate on a net basis, such that, without the exchange of any funds, the Holder hereof receives that number of shares of Common Stock subscribed to pursuant to this Warrant Certificate less that number of shares of Common Stock having an aggregate fair market value (as defined below) at the time of exercise equal to the aggregate Warrant Price that would otherwise have been paid by the Holder for the number of shares of Common Stock subscribed to under this Warrant Certificate. Fair market value, on a per-share basis, shall be deemed to be (i) the initial offering price of the Common Stock to the public in a Qualified Public Offering; and (ii) if the Common Stock is not publicly held or traded, "fair market value" shall mean the Per Share Net Equity Value of the Company as determined pursuant to Section 5.03 of the Warrantholders' Agreement.

(b) The Company agrees that the shares of Common Stock so purchased shall be deemed to be issued to the Holder hereof as the record owner of such shares as of the close of business on the date on which this Warrant Certificate shall have been surrendered and payment made for such shares as

aforesaid. In the event of any exercise of the rights represented by this Warrant Certificate, certificates for the shares of Common Stock so purchased shall be delivered to the Holder hereof within 15 days thereafter and, unless all of

the Warrants represented by this Warrant Certificate have been fully exercised or have expired pursuant to Section 1 hereof, a new Warrant Certificate representing the shares of Common Stock, if any, with respect to which the Warrants represented by this Warrant Certificate shall not then have been exercised, shall also be issued to the Holder hereof within such 15 day period.

3. Common Stock Fully Paid; Reservation of Shares.

All Common Stock which may be issued upon the exercise of the Warrants will, upon issuance, be fully paid and nonassessable, and free from all taxes, liens and charges with respect to the issue thereof. During the period within which the rights represented by this Warrant Certificate may be exercised, the Company will at all times have authorized, and reserved for the purpose of the issuance upon exercise of the purchase rights evidenced by this Warrant Certificate, a sufficient number of shares of its Common Stock to provide for the exercise of the Warrants.

4. Warrant Price; Adjustment of Warrant Price and Number of Shares.

The Warrant Price shall be $100.00 per share of Common Stock, and the Warrant Price and the number of shares of Common Stock purchasable upon exercise of the Warrants shall be subject to adjustment from time to time, as follows:

(a) Reclassification, Consolidation or Merger. In case of any reclassification or change of outstanding securities of the class issuable upon exercise of the Warrants, or in case of any consolidation or merger of the Company with or into another corporation or entity, other than a consolidation or merger with another corporation or entity in which the Company is the continuing corporation and which does not result in any reclassification, conversion or change of outstanding securities issuable upon exercise of the Warrants, or in case of any sale of all or substantially all of the assets of the Company, the Company, or such successor or purchasing corporation, as the case may be, shall execute a new warrant certificate (the "New Warrant Certificate"), providing that the Holder of this Warrant Certificate shall have the right to exercise such new warrants and procure upon such exercise, in lieu of each share of Common Stock theretofore issuable upon exercise of the Warrants, the kind and amount of shares of stock, other securities, money and property receivable upon such reclassification, conversion, change, consolidation, or merger by a holder of one share of Common Stock. Such New Warrant Certificate shall provide for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Section 4. The provisions of this Section 4(a) shall similarly apply to successive reclassifications, changes, consolidations, mergers and transfers.

(b) Subdivisions, Combinations and Stock Dividends. If the Company at any time while this Warrant Certificate is outstanding and unexpired shall subdivide or combine its Common Stock, or shall pay a dividend with respect to Common Stock payable in, or make any other distribution with respect to its Common Stock consisting of, shares of

Common Stock, then the Warrant Price shall be adjusted, from and after the date of determination of shareholders entitled to receive such dividend or distribution, to that price determined by multiplying the Warrant Price in effect immediately prior to such date of determination by a fraction (i) the numerator of which shall be the total number of shares of Common Stock outstanding immediately prior to such dividend or distribution and (ii) the denominator of which shall be the total number of shares of Common Stock outstanding immediately after such dividend or distribution.

Upon each adjustment in the Warrant Price pursuant to this Section 4(b), the number of shares of Common Stock purchasable hereunder shall be adjusted to the product obtained by multiplying the number of shares purchasable immediately prior to such adjustment in the Warrant Price by a fraction (i) the numerator of which shall be the Warrant Price immediately prior to such adjustment and (ii) the denominator of which shall be the Warrant Price immediately thereafter.

(c) [Intentionally Omitted.]

5. Notice of Adjustments.

Whenever any adjustment shall be made pursuant to Section 4 hereof, the Company shall prepare a certificate signed by its chief financial officer setting forth, in reasonable detail, the event requiring the adjustment, the amount of the adjustment, the method by which such adjustment was calculated, the Warrant Price after giving effect to such adjustment and the number of shares of Common Stock then purchasable upon exercise of the Warrants, and shall cause copies of such certificate to be mailed to the Holder hereof at the address specified in Section 9(d) hereof, or at such other address as may be provided to the Company in writing by the Holder hereof.

6. Other Agreements; Definitions; Put and Call Rights.

For purposes of this Warrant Certificate, all capitalized terms that are used herein without definition shall have the respective meanings ascribed thereto in either the Preferred Stockholders' Agreement (the "Preferred Stockholders' Agreement"), dated as of May 14, 1997, by and among the Holder, the Company and certain other parties named therein, the Warrantholders' Agreement, dated as of June 6, 1995, as amended by the First Amendment to the Warrantholders' Agreement, dated as of May 19, 1997, by and among the Holder, the Company and certain other parties named therein (the "Warrantholders' Agreement") or, in the event that a capitalized term used herein without definition is not defined in the Preferred Stockholders' Agreement or the Warrantholders' Agreement, but is defined in the Securities Purchase Agreement, dated as of June 6, 1995, by and among the Holder, the Company and certain other parties named therein (the "Securities Purchase Agreement"), the Securities Purchase Agreement. The Holder of this Warrant Certificate shall be entitled to the rights and subject to the terms and conditions of the Preferred Stockholders' Agreement and

Warrantholders' Agreement, and in the event of any inconsistency between the terms hereof and the terms of the Preferred Stockholders' Agreement or the Warrantholders' Agreement, as the case may be, the terms of the Preferred Stockholders' Agreement or the Warrantholders' Agreement shall control. Without limiting the generality of the foregoing, this Warrant Certificate and the Warrants represented hereby are subject to the "put" and "call" provisions of Article V of the Warrantholders' Agreement which are incorporated herein by reference.

7. Compliance with Securities Act.

The Holder of this Warrant Certificate, by acceptance hereof, agrees that the Warrants and the shares of Common Stock to be issued upon exercise thereof are being acquired for investment and that it will not offer, sell or otherwise dispose of the Warrants or any shares of Common Stock to be issued upon exercise thereof except under circumstances which will not result in a violation of the Act. Upon exercise of the Warrants, the Holder hereof shall, if requested by the Company, confirm in writing that the shares of Common Stock so purchased are being acquired for investment and not with a view toward distribution or resale. This Warrant Certificate and all shares of Common Stock issued upon exercise of the Warrants (unless registered under the Act) shall be stamped or imprinted with a legend substantially in the following form:

> THIS WARRANT AND THE SHARES ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT") OR ANY APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE TRANSFERRED EXCEPT (i) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR (ii) IN A TRANSACTION WHICH IS NOT IN VIOLATION OF THE REGISTRATION REQUIREMENTS OF THE ACT OR ANY APPLICABLE STATE SECURITIES LAW.

8. Transfer.

Subject to compliance with the terms of Section 7 above, the Warrants and all rights under this Warrant Certificate are transferable, in whole or in part, at the principal office of the Company by the Holder hereof, in person or by its duly authorized attorney, upon surrender of this Warrant Certificate properly endorsed (with the instrument of transfer form attached hereto as Exhibit 2 duly executed). Each Holder of this Warrant Certificate, by taking or holding the same, consents and agrees that this Warrant Certificate, when endorsed in blank, shall be deemed negotiable; provided, however, that the last Holder of this Warrant Certificate as registered on the books of the Company may be treated by the Company and all other persons dealing with this Warrant Certificate as the absolute owner of the Warrants for any purposes and as the person entitled to exercise the rights represented by this Warrant Certificate or to transfer the Warrants on the books of the Company, any notice to the contrary notwithstanding, unless and until such Holder seeks to transfer registered ownership of the Warrants on the books of the Company and such transfer is effected.

9. Miscellaneous.

(a) Replacement. On receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant Certificate and, in the case of loss, theft or destruction, on delivery of an indemnity agreement or bond reasonably satisfactory in form and amount to the Company or, in the case of mutilation, on surrender and cancellation of this Warrant Certificate, the Company, at its expense, will execute and deliver, in lieu of this Warrant Certificate, a new warrant certificate of like tenor.

(b) Notice of Capital Changes. In case:

(i) the Company shall declare any dividend or distribution payable to the holders of shares of Common Stock;

(ii) there shall be any capital reorganization or reclassification of the capital of the Company, or consolidation or merger of the Company with, or sale of all or substantially all of its assets to, another corporation or business organization;

(iii) there shall be a voluntary or involuntary dissolution, liquidation or winding up of the Company; or

(iv) the Company shall propose to commence an initial public offering;

then, in any one or more of said cases, the Company shall give the Holder hereof written notice of such event, in the manner set forth in Section 9(d) below, at least 90 days prior to the date on which a record shall be taken for such dividend or distribution or for determining shareholders entitled to vote upon such reorganization, reclassification, consolidation, merger, sale, dissolution, liquidation, winding up or the date when any such transaction shall take place, as the case may be.

(d) Notice. Any notice to be given to either party under this Warrant Certificate shall be in writing and shall be deemed to have been given to the Company or the Holder hereof, as the case may be, when delivered in hand or when sent by first class mail, postage prepaid, addressed, if to the Company, at its principal office and, if to the Holder hereof, at its address as set forth in the Company's books and records or at such other address as the Holder hereof may have provided to the Company in writing.

(e) No Impairment. The Company will not, by amendment of its Certificate of Incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the

Company, but will at all times in good faith assist in the carrying out of all the provisions of this Warrant Certificate.

(f) Governing Law. This Warrant Certificate shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

This Warrant Certificate has been executed as of this 19th day of May, 1997.

RADIO ONE, INC.

By: /s/ Alfred Liggins

Name: Alfred Liggins
Title: President

EXHIBIT 1

NOTICE OF EXERCISE

TO: _____

[Collective Exercise]

The undersigned, constituting the Requisite Holders, hereby elect to exercise all of the Warrants contemplated by a certain Warrantholders' Agreement dated as of June 6, 1995, as amended.

[Individual Exercise]

1. The undersigned hereby elects to purchase _____ shares of the _____ Common Stock of _____ pursuant to the terms of the attached Warrant.

2. Please issue a certificate or certificates representing said shares _____ of Common Stock in the name of the undersigned or in such other name as is specified below:

_____
(Name)

_____

_____
(Address)

3. The undersigned represents that the aforesaid shares of Common Stock are being acquired for the account of the undersigned for investment and not with a view to, or for resale in connection with, the distribution thereof and that the undersigned has no present intention of distributing or reselling such shares.

Dated:

_____
Signature

EXHIBIT 2

FORM OF ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the rights represented by the within Warrant Certificate to purchase [_____] shares of Common Stock of Radio One, Inc. to which the within Warrant Certificate relates and appoints _____ to transfer such rights on the books of Radio One, Inc. with full power of substitution in the premises.

Dated:

_____
Signature

AMENDED AND RESTATED WARRANT

WARRANT NO. 4 0.97 WARRANTS

THIS WARRANT AND THE SHARES ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT") OR ANY APPLICABLE STATE SECURITIES LAW, AND MAY NOT BE TRANSFERRED EXCEPT (i) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR (ii) UPON FIRST FURNISHING TO THE COMPANY AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH TRANSFER IS NOT IN VIOLATION OF THE REGISTRATION REQUIREMENTS OF THE ACT OR ANY APPLICABLE STATE SECURITIES LAW.

"This instrument/agreement is subject to a Standstill Agreement dated as of the Closing Date among RADIO ONE, INC., the Subsidiaries of Radio One, Inc. from time to time, the Investors (as defined therein), the Senior Lenders (as defined therein) and NationsBank of Texas, N.A., as Agent to the Senior Lenders (as defined therein) and individually as a Lender, and United States Trust Company of New York, as Trustee for the Senior Subordinated Noteholders (as defined therein). By its acceptance of this instrument/agreement, the holder hereof agrees to be bound by the provisions of such Standstill Agreement to the same extent that each Investor is bound. In the event of any inconsistency between the terms of this instrument/agreement and the terms of such Standstill Agreement, the terms of the Standstill Agreement shall govern and be controlling."

RADIO ONE, INC.

This warrant certificate (the "Warrant Certificate") certifies that, for value received, GREATER PHILADELPHIA VENTURE CAPITAL CORPORATION, INC. or registered assigns under Section 8 hereof (the "Holder") is the owner of 97/100 (0.97) WARRANTS specified above (the "Warrants") each of which entitles the Holder thereof to purchase one (1) fully paid and nonassessable share of Common Stock, par value $.01 per share, of Radio One, Inc., a corporation organized under the laws of the State of Delaware (the "Company"), or such other number of shares as may be determined pursuant to an adjustment in accordance with Section 4 hereof, at the price per share set forth in Section 4 hereof, subject to adjustment from time to time pursuant to Section 4 hereof (the "Warrant Price") and subject to the provisions and upon the terms and conditions set forth herein.

1. Term of Warrant.

Each Warrant is exercisable (i) at any time after the date hereof by Investors holding a majority of the outstanding shares of Preferred Stock (or, if the Preferred Stock has been redeemed in full prior to such date, by Investors holding a majority of the outstanding shares of Preferred Stock immediately prior to such redemption) (the "Requisite Holders"), or (ii) at any time after the Preferred Stock has been paid in full at the option of the Holder hereof; provided, however, that if the Holder is a "Specialized Small Business Investment Company" (as defined in the 26 U.S.C. Section 1044(c)(3)), this Warrant may not in any event be exercised after the sixth (6th) anniversary of the redemption in full of all Preferred Stock held by the Holder. Upon the consummation by the Company of a Qualified Public Offering, this Warrant shall be subject to automatic exercise, on a net basis, as provided in Section 2(a) hereof.

2. Method of Exercise and Payment; Issuance of New Warrant Certificate; Contingent Exercise.

(a) In connection with any exercise pursuant to Section 1 hereof, this Warrant Certificate shall be surrendered (with the notice of exercise form attached hereto as Exhibit 1 duly executed) at the principal office of the Company together with the payment to the Company of (i) cash or a certified check or a wire transfer in an amount equal to the then applicable Warrant Price multiplied by the number of shares of Common Stock then being purchased or (ii) that number of shares of Common Stock of the Company having a fair market value (as defined below) equal to the then applicable Warrant Price multiplied by the number of shares of Common Stock then being purchased. In the alternative, the Holder hereof may exercise its right to purchase some or all of the shares of Common Stock pursuant to this Warrant Certificate on a net basis, such that, without the exchange of any funds, the Holder hereof receives that number of shares of Common Stock subscribed to pursuant to this Warrant Certificate less that number of shares of Common Stock having an aggregate fair market value (as defined below) at the time of exercise equal to the aggregate Warrant Price that would otherwise have been paid by the Holder for the number of shares of Common Stock subscribed to under this Warrant Certificate. Fair market value, on a per-share basis, shall be deemed to be (i) the initial offering price of the Common Stock to the public in a Qualified Public Offering; and (ii) if the Common Stock is not publicly held or traded, "fair market value" shall mean the Per Share Net Equity Value of the Company as determined pursuant to Section 5.03 of the Warrantholders' Agreement.

(b) The Company agrees that the shares of Common Stock so purchased shall be deemed to be issued to the Holder hereof as the record owner of such shares as of the close of business on the date on which this Warrant

Certificate shall have been surrendered and payment made for such shares as aforesaid. In the event of any exercise of the rights represented by this Warrant Certificate, certificates for the shares of Common Stock so purchased shall be delivered to the Holder hereof within 15 days thereafter and, unless all of the Warrants represented by this Warrant Certificate have been fully exercised or have expired pursuant to Section 1 hereof, a new Warrant Certificate representing the

shares of Common Stock, if any, with respect to which the Warrants represented by this Warrant Certificate shall not then have been exercised, shall also be issued to the Holder hereof within such 15 day period.

3. Common Stock Fully Paid; Reservation of Shares.

All Common Stock which may be issued upon the exercise of the Warrants will, upon issuance, be fully paid and nonassessable, and free from all taxes, liens and charges with respect to the issue thereof. During the period within which the rights represented by this Warrant Certificate may be exercised, the Company will at all times have authorized, and reserved for the purpose of the issuance upon exercise of the purchase rights evidenced by this Warrant Certificate, a sufficient number of shares of its Common Stock to provide for the exercise of the Warrants.

4. Warrant Price; Adjustment of Warrant Price and Number of Shares.

The Warrant Price shall be $100.00 per share of Common Stock, and the Warrant Price and the number of shares of Common Stock purchasable upon exercise of the Warrants shall be subject to adjustment from time to time, as follows:

(a) Reclassification, Consolidation or Merger. In case of any reclassification or change of outstanding securities of the class issuable upon exercise of the Warrants, or in case of any consolidation or merger of the Company with or into another corporation or entity, other than a consolidation or merger with another corporation or entity in which the Company is the continuing corporation and which does not result in any reclassification, conversion or change of outstanding securities issuable upon exercise of the Warrants, or in case of any sale of all or substantially all of the assets of the Company, the Company, or such successor or purchasing corporation, as the case may be, shall execute a new warrant certificate (the "New Warrant Certificate"), providing that the Holder of this Warrant Certificate shall have the right to exercise such new warrants and procure upon such exercise, in lieu of each share of Common Stock theretofore issuable upon exercise of the Warrants, the kind and amount of shares of stock, other securities, money and property receivable upon such reclassification, conversion, change, consolidation, or merger by a holder of one share of Common Stock. Such New Warrant Certificate shall provide for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Section 4. The provisions of this Section 4(a) shall similarly apply to successive reclassifications, changes, consolidations, mergers and transfers.

(b) Subdivisions, Combinations and Stock Dividends. If the Company at any time while this Warrant Certificate is outstanding and unexpired shall subdivide or combine its Common Stock, or shall pay a dividend with respect to Common Stock payable in, or make any other distribution with respect to its Common Stock consisting of, shares of Common Stock, then the Warrant Price shall be adjusted, from and after the date of determination of shareholders entitled to receive such dividend or distribution, to that price determined by multiplying the Warrant Price in effect immediately prior to such date of

determination by a fraction (i) the numerator of which shall be the total number of shares of Common Stock outstanding immediately prior to such dividend or distribution and (ii) the denominator of which shall be the total number of shares of Common Stock outstanding immediately after such dividend or distribution.

Upon each adjustment in the Warrant Price pursuant to this Section 4(b), the number of shares of Common Stock purchasable hereunder shall be adjusted to the product obtained by multiplying the number of shares purchasable immediately prior to such adjustment in the Warrant Price by a fraction (i) the numerator of which shall be the Warrant Price immediately prior to such adjustment and (ii) the denominator of which shall be the Warrant Price immediately thereafter.

(c) [Intentionally Omitted.]

5. Notice of Adjustments.

Whenever any adjustment shall be made pursuant to Section 4 hereof, the Company shall prepare a certificate signed by its chief financial officer setting forth, in reasonable detail, the event requiring the adjustment, the amount of the adjustment, the method by which such adjustment was calculated, the Warrant Price after giving effect to such adjustment and the number of shares of Common Stock then purchasable upon exercise of the Warrants, and shall cause copies of such certificate to be mailed to the Holder hereof at the address specified in Section 9(d) hereof, or at such other address as may be provided to the Company in writing by the Holder hereof.

6. Other Agreements; Definitions; Put and Call Rights.

For purposes of this Warrant Certificate, all capitalized terms that are used herein without definition shall have the respective meanings ascribed thereto in either the Preferred Stockholders' Agreement (the "Preferred Stockholders' Agreement"), dated as of May 14, 1997, by and among the Holder, the Company and certain other parties named therein, the Warrantholders' Agreement, dated as of June 6, 1995, as amended by the First Amendment to the Warrantholders' Agreement, dated as of May 19, 1997, by and among the Holder, the Company and certain other parties named therein (the "Warrantholders' Agreement") or, in the event that a capitalized term used herein without definition is not defined in the Preferred Stockholders' Agreement or the Warrantholders' Agreement, but is defined in the Securities Purchase Agreement, dated as of June 6, 1995, by and among the Holder, the Company and certain other parties named therein (the "Securities Purchase Agreement"), the Securities Purchase Agreement. The Holder of this Warrant Certificate shall be entitled to the rights and subject to the terms and conditions of the Preferred Stockholders' Agreement and Warrantholders' Agreement, and in the event of any inconsistency between the terms hereof and the terms of the Preferred Stockholders' Agreement or the Warrantholders' Agreement, as the case may be, the terms of the Preferred Stockholders' Agreement or the Warrantholders' Agreement shall control. Without limiting the generality of the foregoing, this Warrant Certificate and the Warrants represented hereby are subject to the "put" and

"call" provisions of Article V of the Warrantholders' Agreement which are incorporated herein by reference.

7. Compliance with Securities Act.

The Holder of this Warrant Certificate, by acceptance hereof, agrees that the Warrants and the shares of Common Stock to be issued upon exercise thereof are being acquired for investment and that it will not offer, sell or otherwise dispose of the Warrants or any shares of Common Stock to be issued upon exercise thereof except under circumstances which will not result in a violation of the Act. Upon exercise of the Warrants, the Holder hereof shall, if requested by the Company, confirm in writing that the shares of Common Stock so purchased are being acquired for investment and not with a view toward distribution or resale. This Warrant Certificate and all shares of Common Stock issued upon exercise of the Warrants (unless registered under the Act) shall be stamped or imprinted with a legend substantially in the following form:

> THIS WARRANT AND THE SHARES ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT") OR ANY APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE TRANSFERRED EXCEPT (i) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR (ii) IN A TRANSACTION WHICH IS NOT IN VIOLATION OF THE REGISTRATION REQUIREMENTS OF THE ACT OR ANY APPLICABLE STATE SECURITIES LAW.

8. Transfer.

Subject to compliance with the terms of Section 7 above, the Warrants and all rights under this Warrant Certificate are transferable, in whole or in part, at the principal office of the Company by the Holder hereof, in person or by its duly authorized attorney, upon surrender of this Warrant Certificate properly endorsed (with the instrument of transfer form attached hereto as Exhibit 2 duly executed). Each Holder of this Warrant Certificate, by taking or holding the same, consents and agrees that this Warrant Certificate, when endorsed in blank, shall be deemed negotiable; provided, however, that the last Holder of this Warrant Certificate as registered on the books of the Company may be treated by the Company and all other persons dealing with this Warrant Certificate as the absolute owner of the Warrants for any purposes and as the person entitled to exercise the rights represented by this Warrant Certificate or to transfer the Warrants on the books of the Company, any notice to the contrary notwithstanding, unless and until such Holder seeks to transfer registered ownership of the Warrants on the books of the Company and such transfer is effected.

9. Miscellaneous.

(a) Replacement. On receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant Certificate and, in the

case of loss, theft or destruction, on delivery of an indemnity agreement or bond reasonably satisfactory in form and amount to the Company or, in the case of mutilation, on surrender and cancellation of this Warrant Certificate, the Company, at its expense, will execute and deliver, in lieu of this Warrant Certificate, a new warrant certificate of like tenor.

(b) Notice of Capital Changes. In case:

(i) the Company shall declare any dividend or distribution payable to the holders of shares of Common Stock;

(ii) there shall be any capital reorganization or

reclassification of the capital of the Company, or consolidation or merger of the Company with, or sale of all or substantially all of its assets to, another corporation or business organization;

(iii) there shall be a voluntary or involuntary dissolution, liquidation or winding up of the Company; or

(iv) the Company shall propose to commence an initial public offering;

then, in any one or more of said cases, the Company shall give the Holder hereof written notice of such event, in the manner set forth in Section 9(d) below, at least 90 days prior to the date on which a record shall be taken for such dividend or distribution or for determining shareholders entitled to vote upon such reorganization, reclassification, consolidation, merger, sale, dissolution, liquidation, winding up or the date when any such transaction shall take place, as the case may be.

(d) Notice. Any notice to be given to either party under this Warrant Certificate shall be in writing and shall be deemed to have been given to the Company or the Holder hereof, as the case may be, when delivered in hand or when sent by first class mail, postage prepaid, addressed, if to the Company, at its principal office and, if to the Holder hereof, at its address as set forth in the Company's books and records or at such other address as the Holder hereof may have provided to the Company in writing.

(e) No Impairment. The Company will not, by amendment of its Certificate of Incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder

by the Company, but will at all times in good faith assist in the carrying out of all the provisions of this Warrant Certificate.

(f) Governing Law. This Warrant Certificate shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

This Warrant Certificate has been executed as of this 19th day of May, 1997.

RADIO ONE, INC.

By: /s/ Alfred Liggins

Name: Alfred Liggins
Title: President

EXHIBIT 1

NOTICE OF EXERCISE

TO: _____

[Collective Exercise]

The undersigned, constituting the Requisite Holders, hereby elect to exercise all of the Warrants contemplated by a certain Warrantholders' Agreement dated as of June 6, 1995, as amended.

[Individual Exercise]

1. The undersigned hereby elects to purchase _____ shares of the _____ Common Stock of _____ pursuant to the terms of the attached Warrant.

2. Please issue a certificate or certificates representing said shares _____ of Common Stock in the name of the undersigned or in such other name as is specified below:

_____
(Name)

_____

_____
(Address)

3. The undersigned represents that the aforesaid shares of Common Stock are being acquired for the account of the undersigned for investment and not with a view to, or for resale in connection with, the distribution thereof and that the undersigned has no present intention of distributing or reselling such shares.

Dated:

_____
Signature

EXHIBIT 2

FORM OF ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the rights represented by the within Warrant Certificate to purchase [_____] shares of Common Stock of Radio One, Inc. to which the within Warrant Certificate relates and appoints _____ to transfer such rights on the books of Radio One, Inc. with full power of substitution in the premises.

Dated:

_____
Signature

WARRANT NO. 7 6.20 WARRANTS

THIS WARRANT AND THE SHARES ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT") OR ANY APPLICABLE STATE SECURITIES LAW, AND MAY NOT BE TRANSFERRED EXCEPT (i) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR (ii) UPON FIRST FURNISHING TO THE COMPANY AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH TRANSFER IS NOT IN VIOLATION OF THE REGISTRATION REQUIREMENTS OF THE ACT OR ANY APPLICABLE STATE SECURITIES LAW.

"This instrument/agreement is subject to a Standstill Agreement dated as of the Closing Date among RADIO ONE, INC., the Subsidiaries of Radio One, Inc. from time to time, the Investors (as defined therein), the Senior Lenders (as defined therein) and NationsBank of Texas, N.A., as Agent to the Senior Lenders (as defined therein) and individually as a Lender, and United States Trust Company of New York, as Trustee for the Senior Subordinated Noteholders (as defined therein). By its acceptance of this instrument/agreement, the holder hereof agrees to be bound by the provisions of such Standstill Agreement to the same extent that each Investor is bound. In the event of any inconsistency between the terms of this instrument/agreement and the terms of such Standstill Agreement, the terms of the Standstill Agreement shall govern and be controlling."

RADIO ONE, INC.

This warrant certificate (the "Warrant Certificate") certifies that, for value received, OPPORTUNITY CAPITAL CORPORATION or registered assigns under Section 8 hereof (the "Holder") is the owner of SIX AND 20/100 (6.20) WARRANTS specified above (the "Warrants") each of which entitles the Holder thereof to purchase one (1) fully paid and nonassessable share of Common Stock, par value $.01 per share, of Radio One, Inc., a corporation organized under the laws of the State of Delaware (the "Company"), or such other number of shares as may be determined pursuant to an adjustment in accordance with Section 4 hereof, at the price per share set forth in Section 4 hereof, subject to adjustment from time to time pursuant to Section 4 hereof (the "Warrant Price") and subject to the provisions and upon the terms and conditions set forth herein.

1. Term of Warrant.

Each Warrant is exercisable (i) at any time after the date hereof by Investors holding a majority of the outstanding shares of Preferred Stock (or, if the Preferred Stock has been redeemed in full prior to such date, by Investors holding a majority of the outstanding shares of Preferred Stock immediately prior to such redemption) (the "Requisite Holders"), or (ii) at any time after the Preferred Stock has been paid in full at the option of the Holder hereof; provided, however, that if the Holder is a "Specialized Small Business Investment Company" (as defined in the 26 U.S.C. Section 1044(c)(3)), this Warrant may not in any event be exercised after the sixth (6th) anniversary of the redemption in full of all Preferred Stock held by the Holder. Upon the consummation by the Company of a Qualified Public Offering, this Warrant shall be subject to automatic exercise, on a net basis, as provided in Section 2(a) hereof.

2. Method of Exercise and Payment; Issuance of New Warrant Certificate; Contingent Exercise.

(a) In connection with any exercise pursuant to Section 1 hereof, this Warrant Certificate shall be surrendered (with the notice of exercise form attached hereto as Exhibit 1 duly executed) at the principal office of the Company together with the payment to the Company of (i) cash or a certified check or a wire transfer in an amount equal to the then applicable Warrant Price multiplied by the number of shares of Common Stock then being purchased or (ii) that number of shares of Common Stock of the Company having a fair market value (as defined below) equal to the then applicable Warrant Price multiplied by the number of shares of Common Stock then being purchased. In the alternative, the Holder hereof may exercise its right to purchase some or all of the shares of Common Stock pursuant to this Warrant Certificate on a net basis, such that, without the exchange of any funds, the Holder hereof receives that number of shares of Common Stock subscribed to pursuant to this Warrant Certificate less that number of shares of Common Stock having an aggregate fair market value (as defined below) at the time of exercise equal to the aggregate Warrant Price that would otherwise have been paid by the Holder for the number of shares of Common Stock subscribed to under this Warrant Certificate. Fair market value, on a per-share basis, shall be deemed to be (i) the initial offering price of the Common Stock to the public in a Qualified Public Offering; and (ii) if the Common Stock is not publicly held or traded, "fair market value" shall mean the Per Share Net Equity Value of the Company as determined pursuant to Section 5.03 of the Warrantholders' Agreement.

(b) The Company agrees that the shares of Common Stock so purchased shall be deemed to be issued to the Holder hereof as the record owner of such shares as of the close of business on the date on which this Warrant Certificate shall have been surrendered and payment made for such shares as aforesaid. In the event of any exercise of the rights represented by this

Warrant Certificate, certificates for the shares of Common Stock so purchased shall be delivered to the Holder hereof within 15 days thereafter and, unless all of the Warrants represented by this Warrant Certificate have been fully exercised or have expired

pursuant to Section 1 hereof, a new Warrant Certificate representing the shares of Common Stock, if any, with respect to which the Warrants represented by this Warrant Certificate shall not then have been exercised, shall also be issued to the Holder hereof within such 15 day period.

3. Common Stock Fully Paid; Reservation of Shares.

All Common Stock which may be issued upon the exercise of the Warrants will, upon issuance, be fully paid and nonassessable, and free from all taxes, liens and charges with respect to the issue thereof. During the period within which the rights represented by this Warrant Certificate may be exercised, the Company will at all times have authorized, and reserved for the purpose of the issuance upon exercise of the purchase rights evidenced by this Warrant Certificate, a sufficient number of shares of its Common Stock to provide for the exercise of the Warrants.

4. Warrant Price; Adjustment of Warrant Price and Number of Shares.

The Warrant Price shall be $100.00 per share of Common Stock, and the Warrant Price and the number of shares of Common Stock purchasable upon exercise of the Warrants shall be subject to adjustment from time to time, as follows:

(a) Reclassification, Consolidation or Merger. In case of any reclassification or change of outstanding securities of the class issuable upon exercise of the Warrants, or in case of any consolidation or merger of the Company with or into another corporation or entity, other than a consolidation or merger with another corporation or entity in which the Company is the continuing corporation and which does not result in any reclassification, conversion or change of outstanding securities issuable upon exercise of the Warrants, or in case of any sale of all or substantially all of the assets of the Company, the Company, or such successor or purchasing corporation, as the case may be, shall execute a new warrant certificate (the "New Warrant Certificate"), providing that the Holder of this Warrant Certificate shall have the right to exercise such new warrants and procure upon such exercise, in lieu of each share of Common Stock theretofore issuable upon exercise of the Warrants, the kind and amount of shares of stock, other securities, money and property receivable upon such reclassification, conversion, change, consolidation, or merger by a holder of one share of Common Stock. Such New Warrant Certificate shall provide for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Section 4. The provisions of this Section 4(a) shall similarly apply to successive reclassifications, changes, consolidations, mergers and transfers.

(b) Subdivisions, Combinations and Stock Dividends. If the Company at any time while this Warrant Certificate is outstanding and unexpired shall subdivide or combine its Common Stock, or shall pay a dividend with respect to Common Stock payable in, or make any other distribution with respect to its Common Stock consisting of, shares of

Common Stock, then the Warrant Price shall be adjusted, from and after the date of determination of shareholders entitled to receive such dividend or distribution, to that price determined by multiplying the Warrant Price in effect immediately prior to such date of determination by a fraction (i) the numerator of which shall be the total number of shares of Common Stock outstanding immediately prior to such dividend or distribution and (ii) the denominator of which shall be the total number of shares of Common Stock outstanding immediately after such dividend or distribution.

Upon each adjustment in the Warrant Price pursuant to this Section 4(b), the number of shares of Common Stock purchasable hereunder shall be adjusted to the product obtained by multiplying the number of shares purchasable immediately prior to such adjustment in the Warrant Price by a fraction (i) the numerator of which shall be the Warrant Price immediately prior to such adjustment and (ii) the denominator of which shall be the Warrant Price immediately thereafter.

(c) [Intentionally Omitted.]

5. Notice of Adjustments.

Whenever any adjustment shall be made pursuant to Section 4 hereof, the Company shall prepare a certificate signed by its chief financial officer setting forth, in reasonable detail, the event requiring the adjustment, the amount of the adjustment, the method by which such adjustment was calculated, the Warrant Price after giving effect to such adjustment and the number of shares of Common Stock then purchasable upon exercise of the Warrants, and shall cause copies of such certificate to be mailed to the Holder hereof at the address specified in Section 9(d) hereof, or at such other address as may be provided to the Company in writing by the Holder hereof.

6. Other Agreements; Definitions; Put and Call Rights.

For purposes of this Warrant Certificate, all capitalized terms that are used herein without definition shall have the respective meanings ascribed thereto in either the Preferred Stockholders' Agreement (the "Preferred Stockholders' Agreement"), dated as of May 14, 1997, by and among the Holder, the Company and certain other parties named therein, the Warrantholders' Agreement, dated as of June 6, 1995, as amended by the First Amendment to the Warrantholders' Agreement, dated as of May 19, 1997, by and among the Holder, the Company and certain other parties named therein (the "Warrantholders' Agreement") or, in the event that a capitalized term used herein without definition is not defined in the Preferred Stockholders' Agreement or the Warrantholders' Agreement, but is defined in the Securities Purchase Agreement, dated as of June 6, 1995, by and among the Holder, the Company and certain other parties named therein (the "Securities Purchase Agreement"), the Securities Purchase Agreement. The Holder of this Warrant Certificate shall be entitled to the rights and subject to the terms and conditions of the Preferred Stockholders' Agreement and

Warrantholders' Agreement, and in the event of any inconsistency between the terms hereof and the terms of the Preferred Stockholders' Agreement or the Warrantholders' Agreement, as the case may be, the terms of the Preferred Stockholders' Agreement or the Warrantholders' Agreement shall control. Without limiting the generality of the foregoing, this Warrant Certificate and the Warrants represented hereby are subject to the "put" and "call" provisions of Article V of the Warrantholders' Agreement which are incorporated herein by reference.

7. Compliance with Securities Act.

The Holder of this Warrant Certificate, by acceptance hereof, agrees that the Warrants and the shares of Common Stock to be issued upon exercise thereof are being acquired for investment and that it will not offer, sell or otherwise dispose of the Warrants or any shares of Common Stock to be issued upon exercise thereof except under circumstances which will not result in a violation of the Act. Upon exercise of the Warrants, the Holder hereof shall, if requested by the Company, confirm in writing that the shares of Common Stock so purchased are being acquired for investment and not with a view toward distribution or resale. This Warrant Certificate and all shares of Common Stock issued upon exercise of the Warrants (unless registered under the Act) shall be stamped or imprinted with a legend substantially in the following form:

> THIS WARRANT AND THE SHARES ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT") OR ANY APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE TRANSFERRED EXCEPT (i) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR (ii) IN A TRANSACTION WHICH IS NOT IN VIOLATION OF THE REGISTRATION REQUIREMENTS OF THE ACT OR ANY APPLICABLE STATE SECURITIES LAW.

8. Transfer.

Subject to compliance with the terms of Section 7 above, the Warrants and all rights under this Warrant Certificate are transferable, in whole or in part, at the principal office of the Company by the Holder hereof, in person or by its duly authorized attorney, upon surrender of this Warrant Certificate properly endorsed (with the instrument of transfer form attached hereto as Exhibit 2 duly executed). Each Holder of this Warrant Certificate, by taking or holding the same, consents and agrees that this Warrant Certificate, when endorsed in blank, shall be deemed negotiable; provided, however, that the last Holder of this Warrant Certificate as registered on the books of the Company may be treated by the Company and all other persons dealing with this Warrant Certificate as the absolute owner of the Warrants for any purposes and as the person entitled to exercise the rights represented by this Warrant Certificate or to transfer the Warrants on the books of the Company, any notice to the contrary notwithstanding, unless and until such Holder seeks to transfer registered ownership of the Warrants on the books of the Company and such transfer is effected.

9. Miscellaneous.

(a) Replacement. On receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant Certificate and, in the case of loss, theft or destruction, on delivery of an indemnity agreement or bond reasonably satisfactory in form and amount to the Company or, in the case of mutilation, on surrender and cancellation of this Warrant Certificate, the Company, at its expense, will execute and deliver, in lieu of this Warrant Certificate, a new warrant certificate of like tenor.

(b) Notice of Capital Changes. In case:

(i) the Company shall declare any dividend or distribution payable to the holders of shares of Common Stock;

(ii) there shall be any capital reorganization or reclassification of the capital of the Company, or consolidation or merger of the Company with, or sale of all or substantially all of its assets to, another corporation or business organization;

(iii) there shall be a voluntary or involuntary dissolution, liquidation or winding up of the Company; or

(iv) the Company shall propose to commence an initial public offering;

then, in any one or more of said cases, the Company shall give the Holder hereof written notice of such event, in the manner set forth in Section 9(d) below, at least 90 days prior to the date on which a record shall be taken for such dividend or distribution or for determining shareholders entitled to vote upon such reorganization, reclassification, consolidation, merger, sale, dissolution, liquidation, winding up or the date when any such transaction shall take place, as the case may be.

(d) Notice. Any notice to be given to either party under this Warrant Certificate shall be in writing and shall be deemed to have been given to the Company or the Holder hereof, as the case may be, when delivered in hand or when sent by first class mail, postage prepaid, addressed, if to the Company, at its principal office and, if to the Holder hereof, at its address as set forth in the Company's books and records or at such other address as the Holder hereof may have provided to the Company in writing.

(e) No Impairment. The Company will not, by amendment of its Certificate of Incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the

Company, but will at all times in good faith assist in the carrying out of all the provisions of this Warrant Certificate.

(f) Governing Law. This Warrant Certificate shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

This Warrant Certificate has been executed as of this 19th day of May, 1997.

RADIO ONE, INC.

By: /s/ Alfred Liggins

Name: Alfred Liggins
Title: President

EXHIBIT 1

NOTICE OF EXERCISE

TO: _____

[Collective Exercise]

The undersigned, constituting the Requisite Holders, hereby elect to exercise all of the Warrants contemplated by a certain Warrantholders' Agreement dated as of June 6, 1995, as amended.

[Individual Exercise]

1. The undersigned hereby elects to purchase _____ shares of the _____ Common Stock of _____ pursuant to the terms of the attached Warrant.

2. Please issue a certificate or certificates representing said shares _____ of Common Stock in the name of the undersigned or in such other name as is specified below:

_____
(Name)

_____

_____
(Address)

3. The undersigned represents that the aforesaid shares of Common Stock are being acquired for the account of the undersigned for investment and not with a view to, or for resale in connection with, the distribution thereof and that the undersigned has no present intention of distributing or reselling such shares.

Dated:

_____
Signature

EXHIBIT 2

FORM OF ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the rights represented by the within Warrant Certificate to purchase [_____] shares of Common Stock of Radio One, Inc. to which the within Warrant Certificate relates and appoints _____ to transfer such rights on the books of Radio One, Inc. with full power of substitution in the premises.

Dated:

_____
Signature

WARRANT NO. 1 15.24 WARRANTS

THIS WARRANT AND THE SHARES ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT") OR ANY APPLICABLE STATE SECURITIES LAW, AND MAY NOT BE TRANSFERRED EXCEPT (i) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR (ii) UPON FIRST FURNISHING TO THE COMPANY AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH TRANSFER IS NOT IN VIOLATION OF THE REGISTRATION REQUIREMENTS OF THE ACT OR ANY APPLICABLE STATE SECURITIES LAW.

"This instrument/agreement is subject to a Standstill Agreement dated as of the Closing Date among RADIO ONE, INC., the Subsidiaries of Radio One, Inc. from time to time, the Investors (as defined therein), the Senior Lenders (as defined therein) and NationsBank of Texas, N.A., as Agent to the Senior Lenders (as defined therein) and individually as a Lender, and United States Trust Company of New York, as Trustee for the Senior Subordinated Noteholders (as defined therein). By its acceptance of this instrument/agreement, the holder hereof agrees to be bound by the provisions of such Standstill Agreement to the same extent that each Investor is bound. In the event of any inconsistency between the terms of this instrument/agreement and the terms of such Standstill Agreement, the terms of the Standstill Agreement shall govern and be controlling."

RADIO ONE, INC.

This warrant certificate (the "Warrant Certificate") certifies that, for value received, CAPITAL DIMENSIONS VENTURE FUND, INC. or registered assigns under Section 8 hereof (the "Holder") is the owner of FIFTEEN AND 24/100 (15.24) WARRANTS specified above (the "Warrants") each of which entitles the Holder thereof to purchase one (1) fully paid and nonassessable share of Common Stock, par value $.01 per share, of Radio One, Inc., a corporation organized under the laws of the State of Delaware (the "Company"), or such other number of shares as may be determined pursuant to an adjustment in accordance with Section 4 hereof, at the price per share set forth in Section 4 hereof, subject to adjustment from time to time pursuant to Section 4 hereof (the "Warrant Price") and subject to the provisions and upon the terms and conditions set forth herein.

1. Term of Warrant.

Each Warrant is exercisable (i) at any time after the date hereof by Investors holding a majority of the outstanding shares of Preferred Stock (or, if the Preferred Stock has been redeemed in full prior to such date, by Investors holding a majority of the outstanding shares of Preferred Stock immediately prior to such redemption) (the "Requisite Holders"), or (ii) at any time after the Preferred Stock has been paid in full at the option of the Holder hereof; provided, however, that if the Holder is a "Specialized Small Business Investment Company" (as defined in the 26 U.S.C. Section 1044(c)(3)), this Warrant may not in any event be exercised after the sixth (6th) anniversary of the redemption in full of all Preferred Stock held by the Holder. Upon the consummation by the Company of a Qualified Public Offering, this Warrant shall be subject to automatic exercise, on a net basis, as provided in Section 2(a) hereof.

2. Method of Exercise and Payment; Issuance of New Warrant Certificate; Contingent Exercise.

(a) In connection with any exercise pursuant to Section 1 hereof, this Warrant Certificate shall be surrendered (with the notice of exercise form attached hereto as Exhibit 1 duly executed) at the principal office of the Company together with the payment to the Company of (i) cash or a certified check or a wire transfer in an amount equal to the then applicable Warrant Price multiplied by the number of shares of Common Stock then being purchased or (ii) that number of shares of Common Stock of the Company having a fair market value (as defined below) equal to the then applicable Warrant Price multiplied by the number of shares of Common Stock then being purchased. In the alternative, the Holder hereof may exercise its right to purchase some or all of the shares of Common Stock pursuant to this Warrant Certificate on a net basis, such that, without the exchange of any funds, the Holder hereof receives that number of shares of Common Stock subscribed to pursuant to this Warrant Certificate less that number of shares of Common Stock having an aggregate fair market value (as defined below) at the time of exercise equal to the aggregate Warrant Price that would otherwise have been paid by the Holder for the number of shares of Common Stock subscribed to under this Warrant Certificate. Fair market value, on a per-share basis, shall be deemed to be (i) the initial offering price of the Common Stock to the public in a Qualified Public Offering; and (ii) if the Common Stock is not publicly held or traded, "fair market value" shall mean the Per Share Net Equity Value of the Company as determined pursuant to Section 5.03 of the Warrantholders' Agreement.

(b) The Company agrees that the shares of Common Stock so purchased shall be deemed to be issued to the Holder hereof as the record owner of such shares as of the close of business on the date on which this Warrant Certificate shall have been surrendered and payment made for such shares as

aforesaid. In the event of any exercise of the rights represented by this Warrant Certificate, certificates for the shares of Common Stock so purchased shall be delivered to the Holder hereof within 15 days thereafter and, unless all of the Warrants represented by this Warrant Certificate have been fully exercised or have expired

pursuant to Section 1 hereof, a new Warrant Certificate representing the shares of Common Stock, if any, with respect to which the Warrants represented by this Warrant Certificate shall not then have been exercised, shall also be issued to the Holder hereof within such 15 day period.

3. Common Stock Fully Paid; Reservation of Shares.

All Common Stock which may be issued upon the exercise of the Warrants will, upon issuance, be fully paid and nonassessable, and free from all taxes, liens and charges with respect to the issue thereof. During the period within which the rights represented by this Warrant Certificate may be exercised, the Company will at all times have authorized, and reserved for the purpose of the issuance upon exercise of the purchase rights evidenced by this Warrant Certificate, a sufficient number of shares of its Common Stock to provide for the exercise of the Warrants.

4. Warrant Price; Adjustment of Warrant Price and Number of Shares.

The Warrant Price shall be $100.00 per share of Common Stock, and the Warrant Price and the number of shares of Common Stock purchasable upon exercise of the Warrants shall be subject to adjustment from time to time, as follows:

(a) Reclassification, Consolidation or Merger. In case of any reclassification or change of outstanding securities of the class issuable upon exercise of the Warrants, or in case of any consolidation or merger of the Company with or into another corporation or entity, other than a consolidation or merger with another corporation or entity in which the Company is the continuing corporation and which does not result in any reclassification, conversion or change of outstanding securities issuable upon exercise of the Warrants, or in case of any sale of all or substantially all of the assets of the Company, the Company, or such successor or purchasing corporation, as the case may be, shall execute a new warrant certificate (the "New Warrant Certificate"), providing that the Holder of this Warrant Certificate shall have the right to exercise such new warrants and procure upon such exercise, in lieu of each share of Common Stock theretofore issuable upon exercise of the Warrants, the kind and amount of shares of stock, other securities, money and property receivable upon such reclassification, conversion, change, consolidation, or merger by a holder of one share of Common Stock. Such New Warrant Certificate shall provide for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Section 4. The provisions of this Section 4(a) shall similarly apply to successive reclassifications, changes, consolidations, mergers and transfers.

(b) Subdivisions, Combinations and Stock Dividends. If the Company at any time while this Warrant Certificate is outstanding and unexpired shall subdivide or combine its Common Stock, or shall pay a dividend with respect to Common Stock payable in, or make any other distribution with respect to its Common Stock consisting of, shares of

Common Stock, then the Warrant Price shall be adjusted, from and after the date of determination of shareholders entitled to receive such dividend or distribution, to that price determined by multiplying the Warrant Price in effect immediately prior to such date of determination by a fraction (i) the numerator of which shall be the total number of shares of Common Stock outstanding immediately prior to such dividend or distribution and (ii) the denominator of which shall be the total number of shares of Common Stock outstanding immediately after such dividend or distribution.

Upon each adjustment in the Warrant Price pursuant to this Section 4(b), the number of shares of Common Stock purchasable hereunder shall be adjusted to the product obtained by multiplying the number of shares purchasable immediately prior to such adjustment in the Warrant Price by a fraction (i) the numerator of which shall be the Warrant Price immediately prior to such adjustment and (ii) the denominator of which shall be the Warrant Price immediately thereafter.

(c) [Intentionally Omitted.]

5. Notice of Adjustments.

Whenever any adjustment shall be made pursuant to Section 4 hereof, the Company shall prepare a certificate signed by its chief financial officer setting forth, in reasonable detail, the event requiring the adjustment, the amount of the adjustment, the method by which such adjustment was calculated, the Warrant Price after giving effect to such adjustment and the number of shares of Common Stock then purchasable upon exercise of the Warrants, and shall cause copies of such certificate to be mailed to the Holder hereof at the address specified in Section 9(d) hereof, or at such other address as may be provided to the Company in writing by the Holder hereof.

6. Other Agreements; Definitions; Put and Call Rights.

For purposes of this Warrant Certificate, all capitalized terms that are used herein without definition shall have the respective meanings ascribed thereto in either the Preferred Stockholders' Agreement (the "Preferred Stockholders' Agreement"), dated as of May 14, 1997, by and among the Holder, the Company and certain other parties named therein, the Warrantholders' Agreement, dated as of June 6, 1995, as amended by the First Amendment to the Warrantholders' Agreement, dated as of May 19, 1997, by and among the Holder, the Company and certain other parties named therein (the "Warrantholders' Agreement") or, in the event that a capitalized term used herein without definition is not defined in the Preferred Stockholders' Agreement or the Warrantholders' Agreement, but is defined in the Securities Purchase Agreement, dated as of June 6, 1995, by and among the Holder, the Company and certain other parties named therein (the "Securities Purchase Agreement"), the Securities Purchase Agreement. The Holder of this Warrant Certificate shall be entitled to the rights and subject to the terms and conditions of the Preferred Stockholders' Agreement and

Warrantholders' Agreement, and in the event of any inconsistency between the terms hereof and the terms of the Preferred Stockholders' Agreement or the Warrantholders' Agreement, as the case may be, the terms of the Preferred Stockholders' Agreement or the Warrantholders' Agreement shall control. Without limiting the generality of the foregoing, this Warrant Certificate and the Warrants represented hereby are subject to the "put" and "call" provisions of Article V of the Warrantholders' Agreement which are incorporated herein by reference.

7. Compliance with Securities Act.

The Holder of this Warrant Certificate, by acceptance hereof, agrees that the Warrants and the shares of Common Stock to be issued upon exercise thereof are being acquired for investment and that it will not offer, sell or otherwise dispose of the Warrants or any shares of Common Stock to be issued upon exercise thereof except under circumstances which will not result in a violation of the Act. Upon exercise of the Warrants, the Holder hereof shall, if requested by the Company, confirm in writing that the shares of Common Stock so purchased are being acquired for investment and not with a view toward distribution or resale. This Warrant Certificate and all shares of Common Stock issued upon exercise of the Warrants (unless registered under the Act) shall be stamped or imprinted with a legend substantially in the following form:

> THIS WARRANT AND THE SHARES ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT") OR ANY APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE TRANSFERRED EXCEPT (i) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR (ii) IN A TRANSACTION WHICH IS NOT IN VIOLATION OF THE REGISTRATION REQUIREMENTS OF THE ACT OR ANY APPLICABLE STATE SECURITIES LAW.

8. Transfer.

Subject to compliance with the terms of Section 7 above, the Warrants and all rights under this Warrant Certificate are transferable, in whole or in part, at the principal office of the Company by the Holder hereof, in person or by its duly authorized attorney, upon surrender of this Warrant Certificate properly endorsed (with the instrument of transfer form attached hereto as Exhibit 2 duly executed). Each Holder of this Warrant Certificate, by taking or holding the same, consents and agrees that this Warrant Certificate, when endorsed in blank, shall be deemed negotiable; provided, however, that the last Holder of this Warrant Certificate as registered on the books of the Company may be treated by the Company and all other persons dealing with this Warrant Certificate as the absolute owner of the Warrants for any purposes and as the person entitled to exercise the rights represented by this Warrant Certificate or to transfer the Warrants on the books of the Company, any notice to the contrary notwithstanding, unless and until such Holder seeks to transfer registered ownership of the Warrants on the books of the Company and such transfer is effected.

9. Miscellaneous.

(a) Replacement. On receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant Certificate and, in the case of loss, theft or destruction, on delivery of an indemnity agreement or bond reasonably satisfactory in form and amount to the Company or, in the case of mutilation, on surrender and cancellation of this Warrant Certificate, the Company, at its expense, will execute and deliver, in lieu of this Warrant Certificate, a new warrant certificate of like tenor.

(b) Notice of Capital Changes. In case:

(i) the Company shall declare any dividend or distribution payable to the holders of shares of Common Stock;

(ii) there shall be any capital reorganization or reclassification of the capital of the Company, or consolidation or merger of the Company with, or sale of all or substantially all of its assets to, another corporation or business organization;

(iii) there shall be a voluntary or involuntary dissolution, liquidation or winding up of the Company; or

(iv) the Company shall propose to commence an initial public offering;

then, in any one or more of said cases, the Company shall give the Holder hereof written notice of such event, in the manner set forth in Section 9(d) below, at least 90 days prior to the date on which a record shall be taken for such dividend or distribution or for determining shareholders entitled to vote upon such reorganization, reclassification, consolidation, merger, sale, dissolution, liquidation, winding up or the date when any such transaction shall take place, as the case may be.

(d) Notice. Any notice to be given to either party under this Warrant Certificate shall be in writing and shall be deemed to have been given to the Company or the Holder hereof, as the case may be, when delivered in hand or when sent by first class mail, postage prepaid, addressed, if to the Company, at its principal office and, if to the Holder hereof, at its address as set forth in the Company's books and records or at such other address as the Holder hereof may have provided to the Company in writing.

(e) No Impairment. The Company will not, by amendment of its Certificate of Incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the

Company, but will at all times in good faith assist in the carrying out of all the provisions of this Warrant Certificate.

(f) Governing Law. This Warrant Certificate shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

This Warrant Certificate has been executed as of this 19th day of May, 1997.

RADIO ONE, INC.

By: /s/ Alfred Liggins

Name: Alfred Liggins
Title: President

EXHIBIT 1

NOTICE OF EXERCISE

TO: _____

[Collective Exercise]

The undersigned, constituting the Requisite Holders, hereby elect to exercise all of the Warrants contemplated by a certain Warrantholders' Agreement dated as of June 6, 1995, as amended.

[Individual Exercise]

1. The undersigned hereby elects to purchase _____ shares of the _____ Common Stock of _____ pursuant to the terms of the attached Warrant.

2. Please issue a certificate or certificates representing said shares _____ of Common Stock in the name of the undersigned or in such other name as is specified below:

_____
(Name)

_____

_____
(Address)

3. The undersigned represents that the aforesaid shares of Common Stock are being acquired for the account of the undersigned for investment and not with a view to, or for resale in connection with, the distribution thereof and that the undersigned has no present intention of distributing or reselling such shares.

Dated:

_____
Signature

EXHIBIT 2

FORM OF ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the rights represented by the within Warrant Certificate to purchase [_____] shares of Common Stock of Radio One, Inc. to which the within Warrant Certificate relates and appoints _____ to transfer such rights on the books of Radio One, Inc. with full power of substitution in the premises.

Dated:

_____
Signature

WARRANT NO. 6 3.27 WARRANTS

THIS WARRANT AND THE SHARES ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT") OR ANY APPLICABLE STATE SECURITIES LAW, AND MAY NOT BE TRANSFERRED EXCEPT (i) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR (ii) UPON FIRST FURNISHING TO THE COMPANY AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH TRANSFER IS NOT IN VIOLATION OF THE REGISTRATION REQUIREMENTS OF THE ACT OR ANY APPLICABLE STATE SECURITIES LAW.

"This instrument/agreement is subject to a Standstill Agreement dated as of the Closing Date among RADIO ONE, INC., the Subsidiaries of Radio One, Inc. from time to time, the Investors (as defined therein), the Senior Lenders (as defined therein) and NationsBank of Texas, N.A., as Agent to the Senior Lenders (as defined therein) and individually as a Lender, and United States Trust Company of New York, as Trustee for the Senior Subordinated Noteholders (as defined therein). By its acceptance of this instrument/agreement, the holder hereof agrees to be bound by the provisions of such Standstill Agreement to the same extent that each Investor is bound. In the event of any inconsistency between the terms of this instrument/agreement and the terms of such Standstill Agreement, the terms of the Standstill Agreement shall govern and be controlling."

RADIO ONE, INC.

This warrant certificate (the "Warrant Certificate") certifies that, for value received, TSG VENTURES INC. or registered assigns under Section 8 hereof (the "Holder") is the owner of THREE AND 27/100 (3.27) WARRANTS specified above (the "Warrants") each of which entitles the Holder thereof to purchase one (1) fully paid and nonassessable share of Common Stock, par value $.01 per share, of Radio One, Inc., a corporation organized under the laws of the State of Delaware (the "Company"), or such other number of shares as may be determined pursuant to an adjustment in accordance with Section 4 hereof, at the price per share set forth in Section 4 hereof, subject to adjustment from time to time pursuant to Section 4 hereof (the "Warrant Price") and subject to the provisions and upon the terms and conditions set forth herein.

1. Term of Warrant.

Each Warrant is exercisable (i) at any time after the date hereof by Investors holding a majority of the outstanding shares of Preferred Stock (or, if the Preferred Stock has been redeemed in full prior to such date, by Investors holding a majority of the outstanding shares of Preferred Stock immediately prior to such redemption) (the "Requisite Holders"), or (ii) at any time after the Preferred Stock has been paid in full at the option of the Holder hereof; provided, however, that if the Holder is a "Specialized Small Business Investment Company" (as defined in the 26 U.S.C. Section 1044(c)(3)), this Warrant may not in any event be exercised after the sixth (6th) anniversary of the redemption in full of all Preferred Stock held by the Holder. Upon the consummation by the Company of a Qualified Public Offering, this Warrant shall be subject to automatic exercise, on a net basis, as provided in Section 2(a) hereof.

2. Method of Exercise and Payment; Issuance of New Warrant Certificate; Contingent Exercise.

(a) In connection with any exercise pursuant to Section 1 hereof, this Warrant Certificate shall be surrendered (with the notice of exercise form attached hereto as Exhibit 1 duly executed) at the principal office of the Company together with the payment to the Company of (i) cash or a certified check or a wire transfer in an amount equal to the then applicable Warrant Price multiplied by the number of shares of Common Stock then being purchased or (ii) that number of shares of Common Stock of the Company having a fair market value (as defined below) equal to the then applicable Warrant Price multiplied by the number of shares of Common Stock then being purchased. In the alternative, the Holder hereof may exercise its right to purchase some or all of the shares of Common Stock pursuant to this Warrant Certificate on a net basis, such that, without the exchange of any funds, the Holder hereof receives that number of shares of Common Stock subscribed to pursuant to this Warrant Certificate less that number of shares of Common Stock having an aggregate fair market value (as defined below) at the time of exercise equal to the aggregate Warrant Price that would otherwise have been paid by the Holder for the number of shares of Common Stock subscribed to under this Warrant Certificate. Fair market value, on a per-share basis, shall be deemed to be (i) the initial offering price of the Common Stock to the public in a Qualified Public Offering; and (ii) if the Common Stock is not publicly held or traded, "fair market value" shall mean the Per Share Net Equity Value of the Company as determined pursuant to Section 5.03 of the Warrantholders' Agreement.

(b) The Company agrees that the shares of Common Stock so purchased shall be deemed to be issued to the Holder hereof as the record owner of such shares as of the close of business on the date on which this Warrant Certificate shall have been surrendered and payment made for such shares as aforesaid. In the event of any exercise of the rights represented by this Warrant Certificate, certificates for the shares of Common Stock so purchased

shall be delivered to the Holder hereof within 15 days thereafter and, unless all of the Warrants represented by this Warrant Certificate have been fully exercised or have expired

pursuant to Section 1 hereof, a new Warrant Certificate representing the shares of Common Stock, if any, with respect to which the Warrants represented by this Warrant Certificate shall not then have been exercised, shall also be issued to the Holder hereof within such 15 day period.

3. Common Stock Fully Paid; Reservation of Shares.

All Common Stock which may be issued upon the exercise of the Warrants will, upon issuance, be fully paid and nonassessable, and free from all taxes, liens and charges with respect to the issue thereof. During the period within which the rights represented by this Warrant Certificate may be exercised, the Company will at all times have authorized, and reserved for the purpose of the issuance upon exercise of the purchase rights evidenced by this Warrant Certificate, a sufficient number of shares of its Common Stock to provide for the exercise of the Warrants.

4. Warrant Price; Adjustment of Warrant Price and Number of Shares.

The Warrant Price shall be $100.00 per share of Common Stock, and the Warrant Price and the number of shares of Common Stock purchasable upon exercise of the Warrants shall be subject to adjustment from time to time, as follows:

(a) Reclassification, Consolidation or Merger. In case of any reclassification or change of outstanding securities of the class issuable upon exercise of the Warrants, or in case of any consolidation or merger of the Company with or into another corporation or entity, other than a consolidation or merger with another corporation or entity in which the Company is the continuing corporation and which does not result in any reclassification, conversion or change of outstanding securities issuable upon exercise of the Warrants, or in case of any sale of all or substantially all of the assets of the Company, the Company, or such successor or purchasing corporation, as the case may be, shall execute a new warrant certificate (the "New Warrant Certificate"), providing that the Holder of this Warrant Certificate shall have the right to exercise such new warrants and procure upon such exercise, in lieu of each share of Common Stock theretofore issuable upon exercise of the Warrants, the kind and amount of shares of stock, other securities, money and property receivable upon such reclassification, conversion, change, consolidation, or merger by a holder of one share of Common Stock. Such New Warrant Certificate shall provide for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Section 4. The provisions of this Section 4(a) shall similarly apply to successive reclassifications, changes, consolidations, mergers and transfers.

(b) Subdivisions, Combinations and Stock Dividends. If the Company at any time while this Warrant Certificate is outstanding and unexpired shall subdivide or combine its Common Stock, or shall pay a dividend with respect to Common Stock payable in, or make any other distribution with respect to its Common Stock consisting of, shares of

Common Stock, then the Warrant Price shall be adjusted, from and after the date of determination of shareholders entitled to receive such dividend or distribution, to that price determined by multiplying the Warrant Price in effect immediately prior to such date of determination by a fraction (i) the numerator of which shall be the total number of shares of Common Stock outstanding immediately prior to such dividend or distribution and (ii) the denominator of which shall be the total number of shares of Common Stock outstanding immediately after such dividend or distribution.

Upon each adjustment in the Warrant Price pursuant to this Section 4(b), the number of shares of Common Stock purchasable hereunder shall be adjusted to the product obtained by multiplying the number of shares purchasable immediately prior to such adjustment in the Warrant Price by a fraction (i) the numerator of which shall be the Warrant Price immediately prior to such adjustment and (ii) the denominator of which shall be the Warrant Price immediately thereafter.

(c) [Intentionally Omitted.]

5. Notice of Adjustments.

Whenever any adjustment shall be made pursuant to Section 4 hereof, the Company shall prepare a certificate signed by its chief financial officer setting forth, in reasonable detail, the event requiring the adjustment, the amount of the adjustment, the method by which such adjustment was calculated, the Warrant Price after giving effect to such adjustment and the number of shares of Common Stock then purchasable upon exercise of the Warrants, and shall cause copies of such certificate to be mailed to the Holder hereof at the address specified in Section 9(d) hereof, or at such other address as may be provided to the Company in writing by the Holder hereof.

6. Other Agreements; Definitions; Put and Call Rights.

For purposes of this Warrant Certificate, all capitalized terms that are used herein without definition shall have the respective meanings ascribed thereto in either the Preferred Stockholders' Agreement (the "Preferred Stockholders' Agreement"), dated as of May 14, 1997, by and among the Holder, the Company and certain other parties named therein, the Warrantholders' Agreement, dated as of June 6, 1995, as amended by the First Amendment to the Warrantholders' Agreement, dated as of May 19, 1997, by and among the Holder, the Company and certain other parties named therein (the "Warrantholders' Agreement") or, in the event that a capitalized term used herein without definition is not defined in the Preferred Stockholders' Agreement or the Warrantholders' Agreement, but is defined in the Securities Purchase Agreement, dated as of June 6, 1995, by and among the Holder, the Company and certain other parties named therein (the "Securities Purchase Agreement"), the Securities Purchase Agreement. The Holder of this Warrant Certificate shall be entitled to the rights and subject to the terms and conditions of the Preferred Stockholders' Agreement and

Warrantholders' Agreement, and in the event of any inconsistency between the terms hereof and the terms of the Preferred Stockholders' Agreement or the Warrantholders' Agreement, as the case may be, the terms of the Preferred Stockholders' Agreement or the Warrantholders' Agreement shall control. Without limiting the generality of the foregoing, this Warrant Certificate and the Warrants represented hereby are subject to the "put" and "call" provisions of Article V of the Warrantholders' Agreement which are incorporated herein by reference.

7. Compliance with Securities Act.

The Holder of this Warrant Certificate, by acceptance hereof, agrees that the Warrants and the shares of Common Stock to be issued upon exercise thereof are being acquired for investment and that it will not offer, sell or otherwise dispose of the Warrants or any shares of Common Stock to be issued upon exercise thereof except under circumstances which will not result in a violation of the Act. Upon exercise of the Warrants, the Holder hereof shall, if requested by the Company, confirm in writing that the shares of Common Stock so purchased are being acquired for investment and not with a view toward distribution or resale. This Warrant Certificate and all shares of Common Stock issued upon exercise of the Warrants (unless registered under the Act) shall be stamped or imprinted with a legend substantially in the following form:

> THIS WARRANT AND THE SHARES ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT") OR ANY APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE TRANSFERRED EXCEPT (i) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR (ii) IN A TRANSACTION WHICH IS NOT IN VIOLATION OF THE REGISTRATION REQUIREMENTS OF THE ACT OR ANY APPLICABLE STATE SECURITIES LAW.

8. Transfer.

Subject to compliance with the terms of Section 7 above, the Warrants and all rights under this Warrant Certificate are transferable, in whole or in part, at the principal office of the Company by the Holder hereof, in person or by its duly authorized attorney, upon surrender of this Warrant Certificate properly endorsed (with the instrument of transfer form attached hereto as Exhibit 2 duly executed). Each Holder of this Warrant Certificate, by taking or holding the same, consents and agrees that this Warrant Certificate, when endorsed in blank, shall be deemed negotiable; provided, however, that the last Holder of this Warrant Certificate as registered on the books of the Company may be treated by the Company and all other persons dealing with this Warrant Certificate as the absolute owner of the Warrants for any purposes and as the person entitled to exercise the rights represented by this Warrant Certificate or to transfer the Warrants on the books of the Company, any notice to the contrary notwithstanding, unless and until such Holder seeks to transfer registered ownership of the Warrants on the books of the Company and such transfer is effected.

9. Miscellaneous.

(a) Replacement. On receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant Certificate and, in the case of loss, theft or destruction, on delivery of an indemnity agreement or bond reasonably satisfactory in form and amount to the Company or, in the case of mutilation, on surrender and cancellation of this Warrant Certificate, the Company, at its expense, will execute and deliver, in lieu of this Warrant Certificate, a new warrant certificate of like tenor.

(b) Notice of Capital Changes. In case:

(i) the Company shall declare any dividend or distribution payable to the holders of shares of Common Stock;

(ii) there shall be any capital reorganization or reclassification of the capital of the Company, or consolidation or merger of the Company with, or sale of all or substantially all of its assets to, another corporation or business organization;

(iii) there shall be a voluntary or involuntary dissolution, liquidation or winding up of the Company; or

(iv) the Company shall propose to commence an initial public offering;

then, in any one or more of said cases, the Company shall give the Holder hereof written notice of such event, in the manner set forth in Section 9(d) below, at least 90 days prior to the date on which a record shall be taken for such dividend or distribution or for determining shareholders entitled to vote upon such reorganization, reclassification, consolidation, merger, sale, dissolution, liquidation, winding up or the date when any such transaction shall take place, as the case may be.

(d) Notice. Any notice to be given to either party under this Warrant Certificate shall be in writing and shall be deemed to have been given to the Company or the Holder hereof, as the case may be, when delivered in hand or when sent by first class mail, postage prepaid, addressed, if to the Company, at its principal office and, if to the Holder hereof, at its address as set forth in the Company's books and records or at such other address as the Holder hereof may have provided to the Company in writing.

(e) No Impairment. The Company will not, by amendment of its Certificate of Incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the

Company, but will at all times in good faith assist in the carrying out of all the provisions of this Warrant Certificate.

(f) Governing Law. This Warrant Certificate shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

This Warrant Certificate has been executed as of this 19th day of May, 1997.

RADIO ONE, INC.

By: /s/ Alfred Liggins

Name: Alfred Liggins
Title: President

EXHIBIT 1

NOTICE OF EXERCISE

TO: _____

[Collective Exercise]

The undersigned, constituting the Requisite Holders, hereby elect to exercise all of the Warrants contemplated by a certain Warrantholders' Agreement dated as of June 6, 1995, as amended.

[Individual Exercise]

1. The undersigned hereby elects to purchase _____ shares of the _____ Common Stock of _____ pursuant to the terms of the attached Warrant.

2. Please issue a certificate or certificates representing said shares _____ of Common Stock in the name of the undersigned or in such other name as is specified below:

_____
(Name)

_____

_____
(Address)

3. The undersigned represents that the aforesaid shares of Common Stock are being acquired for the account of the undersigned for investment and not with a view to, or for resale in connection with, the distribution thereof and that the undersigned has no present intention of distributing or reselling such shares.

Dated:

_____
Signature

EXHIBIT 2

FORM OF ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the rights represented by the within Warrant Certificate to purchase [_____] shares of Common Stock of Radio One, Inc. to which the within Warrant Certificate relates and appoints _____ to transfer such rights on the books of Radio One, Inc. with full power of substitution in the premises.

Dated:

_____
Signature

WARRANT NO. 3 15.61 WARRANTS

THIS WARRANT AND THE SHARES ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT") OR ANY APPLICABLE STATE SECURITIES LAW, AND MAY NOT BE TRANSFERRED EXCEPT (i) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR (ii) UPON FIRST FURNISHING TO THE COMPANY AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH TRANSFER IS NOT IN VIOLATION OF THE REGISTRATION REQUIREMENTS OF THE ACT OR ANY APPLICABLE STATE SECURITIES LAW.

"This instrument/agreement is subject to a Standstill Agreement dated as of the Closing Date among RADIO ONE, INC., the Subsidiaries of Radio One, Inc. from time to time, the Investors (as defined therein), the Senior Lenders (as defined therein) and NationsBank of Texas, N.A., as Agent to the Senior Lenders (as defined therein) and individually as a Lender, and United States Trust Company of New York, as Trustee for the Senior Subordinated Noteholders (as defined therein). By its acceptance of this instrument/agreement, the holder hereof agrees to be bound by the provisions of such Standstill Agreement to the same extent that each Investor is bound. In the event of any inconsistency between the terms of this instrument/agreement and the terms of such Standstill Agreement, the terms of the Standstill Agreement shall govern and be controlling."

RADIO ONE, INC.

This warrant certificate (the "Warrant Certificate") certifies that, for value received, FULCRUM VENTURE CAPITAL CORPORATION or registered assigns under Section 8 hereof (the "Holder") is the owner of FIFTEEN AND 61/100 (15.61) WARRANTS specified above (the "Warrants") each of which entitles the Holder thereof to purchase one (1) fully paid and nonassessable share of Common Stock, par value $.01 per share, of Radio One, Inc., a corporation organized under the laws of the State of Delaware (the "Company"), or such other number of shares as may be determined pursuant to an adjustment in accordance with Section 4 hereof, at the price per share set forth in Section 4 hereof, subject to adjustment from time to time pursuant to Section 4 hereof (the "Warrant Price") and subject to the provisions and upon the terms and conditions set forth herein.

1. Term of Warrant.

Each Warrant is exercisable (i) at any time after the date hereof by Investors holding a majority of the outstanding shares of Preferred Stock (or, if the Preferred Stock has been redeemed in full prior to such date, by Investors holding a majority of the outstanding shares of Preferred Stock immediately prior to such redemption) (the "Requisite Holders"), or (ii) at any time after the Preferred Stock has been paid in full at the option of the Holder hereof; provided, however, that if the Holder is a "Specialized Small Business Investment Company" (as defined in the 26 U.S.C. Section 1044(c)(3)), this Warrant may not in any event be exercised after the sixth (6th) anniversary of the redemption in full of all Preferred Stock held by the Holder. Upon the consummation by the Company of a Qualified Public Offering, this Warrant shall be subject to automatic exercise, on a net basis, as provided in Section 2(a) hereof.

2. Method of Exercise and Payment; Issuance of New Warrant Certificate; Contingent Exercise.

(a) In connection with any exercise pursuant to Section 1 hereof, this Warrant Certificate shall be surrendered (with the notice of exercise form attached hereto as Exhibit 1 duly executed) at the principal office of the Company together with the payment to the Company of (i) cash or a certified check or a wire transfer in an amount equal to the then applicable Warrant Price multiplied by the number of shares of Common Stock then being purchased or (ii) that number of shares of Common Stock of the Company having a fair market value (as defined below) equal to the then applicable Warrant Price multiplied by the number of shares of Common Stock then being purchased. In the alternative, the Holder hereof may exercise its right to purchase some or all of the shares of Common Stock pursuant to this Warrant Certificate on a net basis, such that, without the exchange of any funds, the Holder hereof receives that number of shares of Common Stock subscribed to pursuant to this Warrant Certificate less that number of shares of Common Stock having an aggregate fair market value (as defined below) at the time of exercise equal to the aggregate Warrant Price that would otherwise have been paid by the Holder for the number of shares of Common Stock subscribed to under this Warrant Certificate. Fair market value, on a per-share basis, shall be deemed to be (i) the initial offering price of the Common Stock to the public in a Qualified Public Offering; and (ii) if the Common Stock is not publicly held or traded, "fair market value" shall mean the Per Share Net Equity Value of the Company as determined pursuant to Section 5.03 of the Warrantholders' Agreement.

(b) The Company agrees that the shares of Common Stock so purchased shall be deemed to be issued to the Holder hereof as the record owner of such shares as of the close of business on the date on which this Warrant Certificate shall have been surrendered and payment made for such shares as aforesaid. In the event of any exercise of the rights represented by this

Warrant Certificate, certificates for the shares of Common Stock so purchased shall be delivered to the Holder hereof within 15 days thereafter and, unless all of the Warrants represented by this Warrant Certificate have been fully exercised or have expired

pursuant to Section 1 hereof, a new Warrant Certificate representing the shares of Common Stock, if any, with respect to which the Warrants represented by this Warrant Certificate shall not then have been exercised, shall also be issued to the Holder hereof within such 15 day period.

3. Common Stock Fully Paid; Reservation of Shares.

All Common Stock which may be issued upon the exercise of the Warrants will, upon issuance, be fully paid and nonassessable, and free from all taxes, liens and charges with respect to the issue thereof. During the period within which the rights represented by this Warrant Certificate may be exercised, the Company will at all times have authorized, and reserved for the purpose of the issuance upon exercise of the purchase rights evidenced by this Warrant Certificate, a sufficient number of shares of its Common Stock to provide for the exercise of the Warrants.

4. Warrant Price; Adjustment of Warrant Price and Number of Shares.

The Warrant Price shall be $100.00 per share of Common Stock, and the Warrant Price and the number of shares of Common Stock purchasable upon exercise of the Warrants shall be subject to adjustment from time to time, as follows:

(a) Reclassification, Consolidation or Merger. In case of any reclassification or change of outstanding securities of the class issuable upon exercise of the Warrants, or in case of any consolidation or merger of the Company with or into another corporation or entity, other than a consolidation or merger with another corporation or entity in which the Company is the continuing corporation and which does not result in any reclassification, conversion or change of outstanding securities issuable upon exercise of the Warrants, or in case of any sale of all or substantially all of the assets of the Company, the Company, or such successor or purchasing corporation, as the case may be, shall execute a new warrant certificate (the "New Warrant Certificate"), providing that the Holder of this Warrant Certificate shall have the right to exercise such new warrants and procure upon such exercise, in lieu of each share of Common Stock theretofore issuable upon exercise of the Warrants, the kind and amount of shares of stock, other securities, money and property receivable upon such reclassification, conversion, change, consolidation, or merger by a holder of one share of Common Stock. Such New Warrant Certificate shall provide for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Section 4. The provisions of this Section 4(a) shall similarly apply to successive reclassifications, changes, consolidations, mergers and transfers.

(b) Subdivisions, Combinations and Stock Dividends. If the Company at any time while this Warrant Certificate is outstanding and unexpired shall subdivide or combine its Common Stock, or shall pay a dividend with respect to Common Stock payable in, or make any other distribution with respect to its Common Stock consisting of, shares of

Common Stock, then the Warrant Price shall be adjusted, from and after the date of determination of shareholders entitled to receive such dividend or distribution, to that price determined by multiplying the Warrant Price in effect immediately prior to such date of determination by a fraction (i) the numerator of which shall be the total number of shares of Common Stock outstanding immediately prior to such dividend or distribution and (ii) the denominator of which shall be the total number of shares of Common Stock outstanding immediately after such dividend or distribution.

Upon each adjustment in the Warrant Price pursuant to this Section 4(b), the number of shares of Common Stock purchasable hereunder shall be adjusted to the product obtained by multiplying the number of shares purchasable immediately prior to such adjustment in the Warrant Price by a fraction (i) the numerator of which shall be the Warrant Price immediately prior to such adjustment and (ii) the denominator of which shall be the Warrant Price immediately thereafter.

(c) [Intentionally Omitted.]

5. Notice of Adjustments.

Whenever any adjustment shall be made pursuant to Section 4 hereof, the Company shall prepare a certificate signed by its chief financial officer setting forth, in reasonable detail, the event requiring the adjustment, the amount of the adjustment, the method by which such adjustment was calculated, the Warrant Price after giving effect to such adjustment and the number of shares of Common Stock then purchasable upon exercise of the Warrants, and shall cause copies of such certificate to be mailed to the Holder hereof at the address specified in Section 9(d) hereof, or at such other address as may be provided to the Company in writing by the Holder hereof.

6. Other Agreements; Definitions; Put and Call Rights.

For purposes of this Warrant Certificate, all capitalized terms that are used herein without definition shall have the respective meanings ascribed thereto in either the Preferred Stockholders' Agreement (the "Preferred Stockholders' Agreement"), dated as of May 14, 1997, by and among the Holder, the Company and certain other parties named therein, the Warrantholders' Agreement, dated as of June 6, 1995, as amended by the First Amendment to the Warrantholders' Agreement, dated as of May 19, 1997, by and among the Holder, the Company and certain other parties named therein (the "Warrantholders' Agreement") or, in the event that a capitalized term used herein without definition is not defined in the Preferred Stockholders' Agreement or the Warrantholders' Agreement, but is defined in the Securities Purchase Agreement, dated as of June 6, 1995, by and among the Holder, the Company and certain other parties named therein (the "Securities Purchase Agreement"), the Securities Purchase Agreement. The Holder of this Warrant Certificate shall be entitled to the rights and subject to the terms and conditions of the Preferred Stockholders' Agreement and

Warrantholders' Agreement, and in the event of any inconsistency between the terms hereof and the terms of the Preferred Stockholders' Agreement or the Warrantholders' Agreement, as the case may be, the terms of the Preferred Stockholders' Agreement or the Warrantholders' Agreement shall control. Without limiting the generality of the foregoing, this Warrant Certificate and the Warrants represented hereby are subject to the "put" and "call" provisions of Article V of the Warrantholders' Agreement which are incorporated herein by reference.

7. Compliance with Securities Act.

The Holder of this Warrant Certificate, by acceptance hereof, agrees that the Warrants and the shares of Common Stock to be issued upon exercise thereof are being acquired for investment and that it will not offer, sell or otherwise dispose of the Warrants or any shares of Common Stock to be issued upon exercise thereof except under circumstances which will not result in a violation of the Act. Upon exercise of the Warrants, the Holder hereof shall, if requested by the Company, confirm in writing that the shares of Common Stock so purchased are being acquired for investment and not with a view toward distribution or resale. This Warrant Certificate and all shares of Common Stock issued upon exercise of the Warrants (unless registered under the Act) shall be stamped or imprinted with a legend substantially in the following form:

> THIS WARRANT AND THE SHARES ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT") OR ANY APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE TRANSFERRED EXCEPT (i) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR (ii) IN A TRANSACTION WHICH IS NOT IN VIOLATION OF THE REGISTRATION REQUIREMENTS OF THE ACT OR ANY APPLICABLE STATE SECURITIES LAW.

8. Transfer.

Subject to compliance with the terms of Section 7 above, the Warrants and all rights under this Warrant Certificate are transferable, in whole or in part, at the principal office of the Company by the Holder hereof, in person or by its duly authorized attorney, upon surrender of this Warrant Certificate properly endorsed (with the instrument of transfer form attached hereto as Exhibit 2 duly executed). Each Holder of this Warrant Certificate, by taking or holding the same, consents and agrees that this Warrant Certificate, when endorsed in blank, shall be deemed negotiable; provided, however, that the last Holder of this Warrant Certificate as registered on the books of the Company may be treated by the Company and all other persons dealing with this Warrant Certificate as the absolute owner of the Warrants for any purposes and as the person entitled to exercise the rights represented by this Warrant Certificate or to transfer the Warrants on the books of the Company, any notice to the contrary notwithstanding, unless and until such Holder seeks to transfer registered ownership of the Warrants on the books of the Company and such transfer is effected.

9. Miscellaneous.

(a) Replacement. On receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant Certificate and, in the case of loss, theft or destruction, on delivery of an indemnity agreement or bond reasonably satisfactory in form and amount to the Company or, in the case of mutilation, on surrender and cancellation of this Warrant Certificate, the Company, at its expense, will execute and deliver, in lieu of this Warrant Certificate, a new warrant certificate of like tenor.

(b) Notice of Capital Changes. In case:

(i) the Company shall declare any dividend or distribution payable to the holders of shares of Common Stock;

(ii) there shall be any capital reorganization or reclassification of the capital of the Company, or consolidation or merger of the Company with, or sale of all or substantially all of its assets to, another corporation or business organization;

(iii) there shall be a voluntary or involuntary dissolution, liquidation or winding up of the Company; or

(iv) the Company shall propose to commence an initial public offering;

then, in any one or more of said cases, the Company shall give the Holder hereof written notice of such event, in the manner set forth in Section 9(d) below, at least 90 days prior to the date on which a record shall be taken for such dividend or distribution or for determining shareholders entitled to vote upon such reorganization, reclassification, consolidation, merger, sale, dissolution, liquidation, winding up or the date when any such transaction shall take place, as the case may be.

(d) Notice. Any notice to be given to either party under this Warrant Certificate shall be in writing and shall be deemed to have been given to the Company or the Holder hereof, as the case may be, when delivered in hand or when sent by first class mail, postage prepaid, addressed, if to the Company, at its principal office and, if to the Holder hereof, at its address as set forth in the Company's books and records or at such other address as the Holder hereof may have provided to the Company in writing.

(e) No Impairment. The Company will not, by amendment of its Certificate of Incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the

Company, but will at all times in good faith assist in the carrying out of all the provisions of this Warrant Certificate.

(f) Governing Law. This Warrant Certificate shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

This Warrant Certificate has been executed as of this 19th day of May, 1997.

RADIO ONE, INC.

By: /s/ Alfred Liggins

Name: Alfred Liggins
Title: President

EXHIBIT 1

NOTICE OF EXERCISE

TO: _____

[Collective Exercise]

The undersigned, constituting the Requisite Holders, hereby elect to exercise all of the Warrants contemplated by a certain Warrantholders' Agreement dated as of June 6, 1995, as amended.

[Individual Exercise]

1. The undersigned hereby elects to purchase _____ shares of the _____ Common Stock of _____ pursuant to the terms of the attached Warrant.

2. Please issue a certificate or certificates representing said shares _____ of Common Stock in the name of the undersigned or in such other name as is specified below:

_____
(Name)

_____

_____
(Address)

3. The undersigned represents that the aforesaid shares of Common Stock are being acquired for the account of the undersigned for investment and not with a view to, or for resale in connection with, the distribution thereof and that the undersigned has no present intention of distributing or reselling such shares.

Dated:

_____
Signature

EXHIBIT 2

FORM OF ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the rights represented by the within Warrant Certificate to purchase [_____] shares of Common Stock of Radio One, Inc. to which the within Warrant Certificate relates and appoints _____ to transfer such rights on the books of Radio One, Inc. with full power of substitution in the premises.

Dated:

_____
Signature

WARRANT NO. 8 29.52 WARRANTS

THIS WARRANT AND THE SHARES ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT") OR ANY APPLICABLE STATE SECURITIES LAW, AND MAY NOT BE TRANSFERRED EXCEPT (i) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR (ii) UPON FIRST FURNISHING TO THE COMPANY AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH TRANSFER IS NOT IN VIOLATION OF THE REGISTRATION REQUIREMENTS OF THE ACT OR ANY APPLICABLE STATE SECURITIES LAW.

"This instrument/agreement is subject to a Standstill Agreement dated as of the Closing Date among RADIO ONE, INC., the Subsidiaries of Radio One, Inc. from time to time, the Investors (as defined therein), the Senior Lenders (as defined therein) and NationsBank of Texas, N.A., as Agent to the Senior Lenders (as defined therein) and individually as a Lender, and United States Trust Company of New York, as Trustee for the Senior Subordinated Noteholders (as defined therein). By its acceptance of this instrument/agreement, the holder hereof agrees to be bound by the provisions of such Standstill Agreement to the same extent that each Investor is bound. In the event of any inconsistency between the terms of this instrument/agreement and the terms of such Standstill Agreement, the terms of the Standstill Agreement shall govern and be controlling."

RADIO ONE, INC.

This warrant certificate (the "Warrant Certificate") certifies that, for value received, ALTA SUBORDINATED DEBT PARTNERS III, L.P. or registered assigns under Section 8 hereof (the "Holder") is the owner of TWENTY-NINE AND 52/100 (29.52) WARRANTS specified above (the "Warrants") each of which entitles the Holder thereof to purchase one (1) fully paid and nonassessable share of Common Stock, par value $.01 per share, of Radio One, Inc., a corporation organized under the laws of the State of Delaware (the "Company"), or such other number of shares as may be determined pursuant to an adjustment in accordance with Section 4 hereof, at the price per share set forth in Section 4 hereof, subject to adjustment from time to time pursuant to Section 4 hereof (the "Warrant Price") and subject to the provisions and upon the terms and conditions set forth herein.

1. Term of Warrant.

Each Warrant is exercisable (i) at any time after the date hereof by Investors holding a majority of the outstanding shares of Preferred Stock (or, if the Preferred Stock has been redeemed in full prior to such date, by Investors holding a majority of the outstanding shares of Preferred Stock immediately prior to such redemption) (the "Requisite Holders"), or (ii) at any time after the Preferred Stock has been paid in full at the option of the Holder hereof; provided, however, that if the Holder is a "Specialized Small Business Investment Company" (as defined in the 26 U.S.C. Section 1044(c)(3)), this Warrant may not in any event be exercised after the sixth (6th) anniversary of the redemption in full of all Preferred Stock held by the Holder. Upon the consummation by the Company of a Qualified Public Offering, this Warrant shall be subject to automatic exercise, on a net basis, as provided in Section 2(a) hereof.

2. Method of Exercise and Payment; Issuance of New Warrant Certificate; Contingent Exercise.

(a) In connection with any exercise pursuant to Section 1 hereof, this Warrant Certificate shall be surrendered (with the notice of exercise form attached hereto as Exhibit 1 duly executed) at the principal office of the Company together with the payment to the Company of (i) cash or a certified check or a wire transfer in an amount equal to the then applicable Warrant Price multiplied by the number of shares of Common Stock then being purchased or (ii) that number of shares of Common Stock of the Company having a fair market value (as defined below) equal to the then applicable Warrant Price multiplied by the number of shares of Common Stock then being purchased. In the alternative, the Holder hereof may exercise its right to purchase some or all of the shares of Common Stock pursuant to this Warrant Certificate on a net basis, such that, without the exchange of any funds, the Holder hereof receives that number of shares of Common Stock subscribed to pursuant to this Warrant Certificate less that number of shares of Common Stock having an aggregate fair market value (as defined below) at the time of exercise equal to the aggregate Warrant Price that would otherwise have been paid by the Holder for the number of shares of Common Stock subscribed to under this Warrant Certificate. Fair market value, on a per-share basis, shall be deemed to be (i) the initial offering price of the Common Stock to the public in a Qualified Public Offering; and (ii) if the Common Stock is not publicly held or traded, "fair market value" shall mean the Per Share Net Equity Value of the Company as determined pursuant to Section 5.03 of the Warrantholders' Agreement.

(b) The Company agrees that the shares of Common Stock so purchased shall be deemed to be issued to the Holder hereof as the record owner

of such shares as of the close of business on the date on which this Warrant Certificate shall have been surrendered and payment made for such shares as aforesaid. In the event of any exercise of the rights represented by this Warrant Certificate, certificates for the shares of Common Stock so purchased shall be delivered to the Holder hereof within 15 days thereafter and, unless all of the Warrants represented by this Warrant Certificate have been fully exercised or have expired

pursuant to Section 1 hereof, a new Warrant Certificate representing the shares of Common Stock, if any, with respect to which the Warrants represented by this Warrant Certificate shall not then have been exercised, shall also be issued to the Holder hereof within such 15 day period.

3. Common Stock Fully Paid; Reservation of Shares.

All Common Stock which may be issued upon the exercise of the Warrants will, upon issuance, be fully paid and nonassessable, and free from all taxes, liens and charges with respect to the issue thereof. During the period within which the rights represented by this Warrant Certificate may be exercised, the Company will at all times have authorized, and reserved for the purpose of the issuance upon exercise of the purchase rights evidenced by this Warrant Certificate, a sufficient number of shares of its Common Stock to provide for the exercise of the Warrants.

4. Warrant Price; Adjustment of Warrant Price and Number of Shares.

The Warrant Price shall be $100.00 per share of Common Stock, and the Warrant Price and the number of shares of Common Stock purchasable upon exercise of the Warrants shall be subject to adjustment from time to time, as follows:

(a) Reclassification, Consolidation or Merger. In case of any reclassification or change of outstanding securities of the class issuable upon exercise of the Warrants, or in case of any consolidation or merger of the Company with or into another corporation or entity, other than a consolidation or merger with another corporation or entity in which the Company is the continuing corporation and which does not result in any reclassification, conversion or change of outstanding securities issuable upon exercise of the Warrants, or in case of any sale of all or substantially all of the assets of the Company, the Company, or such successor or purchasing corporation, as the case may be, shall execute a new warrant certificate (the "New Warrant Certificate"), providing that the Holder of this Warrant Certificate shall have the right to exercise such new warrants and procure upon such exercise, in lieu of each share of Common Stock theretofore issuable upon exercise of the Warrants, the kind and amount of shares of stock, other securities, money and property receivable upon such reclassification, conversion, change, consolidation, or merger by a holder of one share of Common Stock. Such New Warrant Certificate shall provide for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Section 4. The provisions of this Section 4(a) shall similarly apply to successive reclassifications, changes, consolidations, mergers and transfers.

(b) Subdivisions, Combinations and Stock Dividends. If the Company at any time while this Warrant Certificate is outstanding and unexpired shall subdivide or combine its Common Stock, or shall pay a dividend with respect to Common Stock payable in, or make any other distribution with respect to its Common Stock consisting of, shares of

Common Stock, then the Warrant Price shall be adjusted, from and after the date of determination of shareholders entitled to receive such dividend or distribution, to that price determined by multiplying the Warrant Price in effect immediately prior to such date of determination by a fraction (i) the numerator of which shall be the total number of shares of Common Stock outstanding immediately prior to such dividend or distribution and (ii) the denominator of which shall be the total number of shares of Common Stock outstanding immediately after such dividend or distribution.

Upon each adjustment in the Warrant Price pursuant to this Section 4(b), the number of shares of Common Stock purchasable hereunder shall be adjusted to the product obtained by multiplying the number of shares purchasable immediately prior to such adjustment in the Warrant Price by a fraction (i) the numerator of which shall be the Warrant Price immediately prior to such adjustment and (ii) the denominator of which shall be the Warrant Price immediately thereafter.

(c) [Intentionally Omitted.]

5. Notice of Adjustments.

Whenever any adjustment shall be made pursuant to Section 4 hereof, the Company shall prepare a certificate signed by its chief financial officer setting forth, in reasonable detail, the event requiring the adjustment, the amount of the adjustment, the method by which such adjustment was calculated, the Warrant Price after giving effect to such adjustment and the number of shares of Common Stock then purchasable upon exercise of the Warrants, and shall cause copies of such certificate to be mailed to the Holder hereof at the address specified in Section 9(d) hereof, or at such other address as may be provided to the Company in writing by the Holder hereof.

6. Other Agreements; Definitions; Put and Call Rights.

For purposes of this Warrant Certificate, all capitalized terms that are used herein without definition shall have the respective meanings ascribed thereto in either the Preferred Stockholders' Agreement (the "Preferred Stockholders' Agreement"), dated as of May 14, 1997, by and among the Holder, the Company and certain other parties named therein, the Warrantholders' Agreement, dated as of June 6, 1995, as amended by the First Amendment to the Warrantholders' Agreement, dated as of May 19, 1997, by and among the Holder, the Company and certain other parties named therein (the "Warrantholders' Agreement") or, in the event that a capitalized term used herein without definition is not defined in the Preferred Stockholders' Agreement or the Warrantholders' Agreement, but is defined in the Securities Purchase Agreement, dated as of June 6, 1995, by and among the Holder, the Company and certain other parties named therein (the "Securities Purchase Agreement"), the Securities Purchase Agreement. The Holder of this Warrant Certificate shall be entitled to the rights and subject to the terms and conditions of the Preferred Stockholders' Agreement and

Warrantholders' Agreement, and in the event of any inconsistency between the terms hereof and the terms of the Preferred Stockholders' Agreement or the Warrantholders' Agreement, as the case may be, the terms of the Preferred Stockholders' Agreement or the Warrantholders' Agreement shall control. Without limiting the generality of the foregoing, this Warrant Certificate and the Warrants represented hereby are subject to the "put" and "call" provisions of Article V of the Warrantholders' Agreement which are incorporated herein by reference.

7. Compliance with Securities Act.

The Holder of this Warrant Certificate, by acceptance hereof, agrees that the Warrants and the shares of Common Stock to be issued upon exercise thereof are being acquired for investment and that it will not offer, sell or otherwise dispose of the Warrants or any shares of Common Stock to be issued upon exercise thereof except under circumstances which will not result in a violation of the Act. Upon exercise of the Warrants, the Holder hereof shall, if requested by the Company, confirm in writing that the shares of Common Stock so purchased are being acquired for investment and not with a view toward distribution or resale. This Warrant Certificate and all shares of Common Stock issued upon exercise of the Warrants (unless registered under the Act) shall be stamped or imprinted with a legend substantially in the following form:

> THIS WARRANT AND THE SHARES ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT") OR ANY APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE TRANSFERRED EXCEPT (i) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR (ii) IN A TRANSACTION WHICH IS NOT IN VIOLATION OF THE REGISTRATION REQUIREMENTS OF THE ACT OR ANY APPLICABLE STATE SECURITIES LAW.

8. Transfer.

Subject to compliance with the terms of Section 7 above, the Warrants and all rights under this Warrant Certificate are transferable, in whole or in part, at the principal office of the Company by the Holder hereof, in person or by its duly authorized attorney, upon surrender of this Warrant Certificate properly endorsed (with the instrument of transfer form attached hereto as Exhibit 2 duly executed). Each Holder of this Warrant Certificate, by taking or holding the same, consents and agrees that this Warrant Certificate, when endorsed in blank, shall be deemed negotiable; provided, however, that the last Holder of this Warrant Certificate as registered on the books of the Company may be treated by the Company and all other persons dealing with this Warrant Certificate as the absolute owner of the Warrants for any purposes and as the person entitled to exercise the rights represented by this Warrant Certificate or to transfer the Warrants on the books of the Company, any notice to the contrary notwithstanding, unless and until such Holder seeks to transfer registered ownership of the Warrants on the books of the Company and such transfer is effected.

9. Miscellaneous.

(a) Replacement. On receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant Certificate and, in the case of loss, theft or destruction, on delivery of an indemnity agreement or bond reasonably satisfactory in form and amount to the Company or, in the case of mutilation, on surrender and cancellation of this Warrant Certificate, the Company, at its expense, will execute and deliver, in lieu of this Warrant Certificate, a new warrant certificate of like tenor.

(b) Notice of Capital Changes. In case:

(i) the Company shall declare any dividend or distribution payable to the holders of shares of Common Stock;

(ii) there shall be any capital reorganization or reclassification of the capital of the Company, or consolidation or merger of the Company with, or sale of all or substantially all of its assets to, another corporation or business organization;

(iii) there shall be a voluntary or involuntary dissolution, liquidation or winding up of the Company; or

(iv) the Company shall propose to commence an initial public offering;

then, in any one or more of said cases, the Company shall give the Holder hereof written notice of such event, in the manner set forth in Section 9(d) below, at least 90 days prior to the date on which a record shall be taken for such dividend or distribution or for determining shareholders entitled to vote upon such reorganization, reclassification, consolidation, merger, sale, dissolution, liquidation, winding up or the date when any such transaction shall take place, as the case may be.

(d) Notice. Any notice to be given to either party under this Warrant Certificate shall be in writing and shall be deemed to have been given to the Company or the Holder hereof, as the case may be, when delivered in hand or when sent by first class mail, postage prepaid, addressed, if to the Company, at its principal office and, if to the Holder hereof, at its address as set forth in the Company's books and records or at such other address as the Holder hereof may have provided to the Company in writing.

(e) No Impairment. The Company will not, by amendment of its Certificate of Incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the

Company, but will at all times in good faith assist in the carrying out of all the provisions of this Warrant Certificate.

(f) Governing Law. This Warrant Certificate shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

This Warrant Certificate has been executed as of this 19th day of May, 1997.

RADIO ONE, INC.

By: /s/ Alfred Liggins

Name: Alfred Liggins
Title: President

EXHIBIT 1

NOTICE OF EXERCISE

TO: _____

[Collective Exercise]

The undersigned, constituting the Requisite Holders, hereby elect to exercise all of the Warrants contemplated by a certain Warrantholders' Agreement dated as of June 6, 1995, as amended.

[Individual Exercise]

1. The undersigned hereby elects to purchase _____ shares of the _____ Common Stock of _____ pursuant to the terms of the attached Warrant.

2. Please issue a certificate or certificates representing said shares _____ of Common Stock in the name of the undersigned or in such other name as is specified below:

_____
(Name)

_____

_____
(Address)

3. The undersigned represents that the aforesaid shares of Common Stock are being acquired for the account of the undersigned for investment and not with a view to, or for resale in connection with, the distribution thereof and that the undersigned has no present intention of distributing or reselling such shares.

Dated:

_____
Signature

EXHIBIT 2

FORM OF ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the rights represented by the within Warrant Certificate to purchase [_____] shares of Common Stock of Radio One, Inc. to which the within Warrant Certificate relates and appoints _____ to transfer such rights on the books of Radio One, Inc. with full power of substitution in the premises.

Dated:

_____
Signature

WARRANT NO. 9 20.15 WARRANTS

THIS WARRANT AND THE SHARES ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT") OR ANY APPLICABLE STATE SECURITIES LAW, AND MAY NOT BE TRANSFERRED EXCEPT (i) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR (ii) UPON FIRST FURNISHING TO THE COMPANY AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH TRANSFER IS NOT IN VIOLATION OF THE REGISTRATION REQUIREMENTS OF THE ACT OR ANY APPLICABLE STATE SECURITIES LAW.

"This instrument/agreement is subject to a Standstill Agreement dated as of the Closing Date among RADIO ONE, INC., the Subsidiaries of Radio One, Inc. from time to time, the Investors (as defined therein), the Senior Lenders (as defined therein) and NationsBank of Texas, N.A., as Agent to the Senior Lenders (as defined therein) and individually as a Lender, and United States Trust Company of New York, as Trustee for the Senior Subordinated Noteholders (as defined therein). By its acceptance of this instrument/agreement, the holder hereof agrees to be bound by the provisions of such Standstill Agreement to the same extent that each Investor is bound. In the event of any inconsistency between the terms of this instrument/agreement and the terms of such Standstill Agreement, the terms of the Standstill Agreement shall govern and be controlling."

RADIO ONE, INC.

This warrant certificate (the "Warrant Certificate") certifies that, for value received, BANCBOSTON INVESTMENTS INC. or registered assigns under Section 8 hereof (the "Holder") is the owner of TWENTY AND 15/100 (20.15) WARRANTS specified above (the "Warrants") each of which entitles the Holder thereof to purchase one (1) fully paid and nonassessable share of Common Stock, par value $.01 per share, of Radio One, Inc., a corporation organized under the laws of the State of Delaware (the "Company"), or such other number of shares as may be determined pursuant to an adjustment in accordance with Section 4 hereof, at the price per share set forth in Section 4 hereof, subject to adjustment from time to time pursuant to Section 4 hereof (the "Warrant Price") and subject to the provisions and upon the terms and conditions set forth herein.

1. Term of Warrant.

Each Warrant is exercisable (i) at any time after the date hereof by Investors holding a majority of the outstanding shares of Preferred Stock (or, if the Preferred Stock has been redeemed in full prior to such date, by Investors holding a majority of the outstanding shares of Preferred Stock immediately prior to such redemption) (the "Requisite Holders"), or (ii) at any time after the Preferred Stock has been paid in full at the option of the Holder hereof; provided, however, that if the Holder is a "Specialized Small Business Investment Company" (as defined in the 26 U.S.C. Section 1044(c)(3)), this Warrant may not in any event be exercised after the sixth (6th) anniversary of the redemption in full of all Preferred Stock held by the Holder. Upon the consummation by the Company of a Qualified Public Offering, this Warrant shall be subject to automatic exercise, on a net basis, as provided in Section 2(a) hereof.

2. Method of Exercise and Payment; Issuance of New Warrant Certificate; Contingent Exercise.

(a) In connection with any exercise pursuant to Section 1 hereof, this Warrant Certificate shall be surrendered (with the notice of exercise form attached hereto as Exhibit 1 duly executed) at the principal office of the Company together with the payment to the Company of (i) cash or a certified check or a wire transfer in an amount equal to the then applicable Warrant Price multiplied by the number of shares of Common Stock then being purchased or (ii) that number of shares of Common Stock of the Company having a fair market value (as defined below) equal to the then applicable Warrant Price multiplied by the number of shares of Common Stock then being purchased. In the alternative, the Holder hereof may exercise its right to purchase some or all of the shares of Common Stock pursuant to this Warrant Certificate on a net basis, such that, without the exchange of any funds, the Holder hereof receives that number of shares of Common Stock subscribed to pursuant to this Warrant Certificate less that number of shares of Common Stock having an aggregate fair market value (as defined below) at the time of exercise equal to the aggregate Warrant Price that would otherwise have been paid by the Holder for the number of shares of Common Stock subscribed to under this Warrant Certificate. Fair market value, on a per-share basis, shall be deemed to be (i) the initial offering price of the Common Stock to the public in a Qualified Public Offering; and (ii) if the Common Stock is not publicly held or traded, "fair market value" shall mean the Per Share Net Equity Value of the Company as determined pursuant to Section 5.03 of the Warrantholders' Agreement.

(b) The Company agrees that the shares of Common Stock so purchased shall be deemed to be issued to the Holder hereof as the record owner of such shares as of the close of business on the date on which this Warrant

Certificate shall have been surrendered and payment made for such shares as aforesaid. In the event of any exercise of the rights represented by this Warrant Certificate, certificates for the shares of Common Stock so purchased shall be delivered to the Holder hereof within 15 days thereafter and, unless all of the Warrants represented by this Warrant Certificate have been fully exercised or have expired

pursuant to Section 1 hereof, a new Warrant Certificate representing the shares of Common Stock, if any, with respect to which the Warrants represented by this Warrant Certificate shall not then have been exercised, shall also be issued to the Holder hereof within such 15 day period.

3. Common Stock Fully Paid; Reservation of Shares.

All Common Stock which may be issued upon the exercise of the Warrants will, upon issuance, be fully paid and nonassessable, and free from all taxes, liens and charges with respect to the issue thereof. During the period within which the rights represented by this Warrant Certificate may be exercised, the Company will at all times have authorized, and reserved for the purpose of the issuance upon exercise of the purchase rights evidenced by this Warrant Certificate, a sufficient number of shares of its Common Stock to provide for the exercise of the Warrants.

4. Warrant Price; Adjustment of Warrant Price and Number of Shares.

The Warrant Price shall be $100.00 per share of Common Stock, and the Warrant Price and the number of shares of Common Stock purchasable upon exercise of the Warrants shall be subject to adjustment from time to time, as follows:

(a) Reclassification, Consolidation or Merger. In case of any reclassification or change of outstanding securities of the class issuable upon exercise of the Warrants, or in case of any consolidation or merger of the Company with or into another corporation or entity, other than a consolidation or merger with another corporation or entity in which the Company is the continuing corporation and which does not result in any reclassification, conversion or change of outstanding securities issuable upon exercise of the Warrants, or in case of any sale of all or substantially all of the assets of the Company, the Company, or such successor or purchasing corporation, as the case may be, shall execute a new warrant certificate (the "New Warrant Certificate"), providing that the Holder of this Warrant Certificate shall have the right to exercise such new warrants and procure upon such exercise, in lieu of each share of Common Stock theretofore issuable upon exercise of the Warrants, the kind and amount of shares of stock, other securities, money and property receivable upon such reclassification, conversion, change, consolidation, or merger by a holder of one share of Common Stock. Such New Warrant Certificate shall provide for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Section 4. The provisions of this Section 4(a) shall similarly apply to successive reclassifications, changes, consolidations, mergers and transfers.

(b) Subdivisions, Combinations and Stock Dividends. If the Company at any time while this Warrant Certificate is outstanding and unexpired shall subdivide or combine its Common Stock, or shall pay a dividend with respect to Common Stock payable in, or make any other distribution with respect to its Common Stock consisting of, shares of

Common Stock, then the Warrant Price shall be adjusted, from and after the date of determination of shareholders entitled to receive such dividend or distribution, to that price determined by multiplying the Warrant Price in effect immediately prior to such date of determination by a fraction (i) the numerator of which shall be the total number of shares of Common Stock outstanding immediately prior to such dividend or distribution and (ii) the denominator of which shall be the total number of shares of Common Stock outstanding immediately after such dividend or distribution.

Upon each adjustment in the Warrant Price pursuant to this Section 4(b), the number of shares of Common Stock purchasable hereunder shall be adjusted to the product obtained by multiplying the number of shares purchasable immediately prior to such adjustment in the Warrant Price by a fraction (i) the numerator of which shall be the Warrant Price immediately prior to such adjustment and (ii) the denominator of which shall be the Warrant Price immediately thereafter.

(c) [Intentionally Omitted.]

5. Notice of Adjustments.

Whenever any adjustment shall be made pursuant to Section 4 hereof, the Company shall prepare a certificate signed by its chief financial officer setting forth, in reasonable detail, the event requiring the adjustment, the amount of the adjustment, the method by which such adjustment was calculated, the Warrant Price after giving effect to such adjustment and the number of shares of Common Stock then purchasable upon exercise of the Warrants, and shall cause copies of such certificate to be mailed to the Holder hereof at the address specified in Section 9(d) hereof, or at such other address as may be provided to the Company in writing by the Holder hereof.

6. Other Agreements; Definitions; Put and Call Rights.

For purposes of this Warrant Certificate, all capitalized terms that are used herein without definition shall have the respective meanings ascribed thereto in either the Preferred Stockholders' Agreement (the "Preferred Stockholders' Agreement"), dated as of May 14, 1997, by and among the Holder, the Company and certain other parties named therein, the Warrantholders' Agreement, dated as of June 6, 1995, as amended by the First Amendment to the Warrantholders' Agreement, dated as of May 19, 1997, by and among the Holder, the Company and certain other parties named therein (the "Warrantholders' Agreement") or, in the event that a capitalized term used herein without definition is not defined in the Preferred Stockholders' Agreement or the Warrantholders' Agreement, but is defined in the Securities Purchase Agreement, dated as of June 6, 1995, by and among the Holder, the Company and certain other parties named therein (the "Securities Purchase Agreement"), the Securities Purchase Agreement. The Holder of this Warrant Certificate shall be entitled to the rights and subject to the terms and conditions of the Preferred Stockholders' Agreement and

Warrantholders' Agreement, and in the event of any inconsistency between the terms hereof and the terms of the Preferred Stockholders' Agreement or the Warrantholders' Agreement, as the case may be, the terms of the Preferred Stockholders' Agreement or the Warrantholders' Agreement shall control. Without limiting the generality of the foregoing, this Warrant Certificate and the Warrants represented hereby are subject to the "put" and "call" provisions of Article V of the Warrantholders' Agreement which are incorporated herein by reference.

7. Compliance with Securities Act.

The Holder of this Warrant Certificate, by acceptance hereof, agrees that the Warrants and the shares of Common Stock to be issued upon exercise thereof are being acquired for investment and that it will not offer, sell or otherwise dispose of the Warrants or any shares of Common Stock to be issued upon exercise thereof except under circumstances which will not result in a violation of the Act. Upon exercise of the Warrants, the Holder hereof shall, if requested by the Company, confirm in writing that the shares of Common Stock so purchased are being acquired for investment and not with a view toward distribution or resale. This Warrant Certificate and all shares of Common Stock issued upon exercise of the Warrants (unless registered under the Act) shall be stamped or imprinted with a legend substantially in the following form:

> THIS WARRANT AND THE SHARES ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT") OR ANY APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE TRANSFERRED EXCEPT (i) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR (ii) IN A TRANSACTION WHICH IS NOT IN VIOLATION OF THE REGISTRATION REQUIREMENTS OF THE ACT OR ANY APPLICABLE STATE SECURITIES LAW.

8. Transfer.

Subject to compliance with the terms of Section 7 above, the Warrants and all rights under this Warrant Certificate are transferable, in whole or in part, at the principal office of the Company by the Holder hereof, in person or by its duly authorized attorney, upon surrender of this Warrant Certificate properly endorsed (with the instrument of transfer form attached hereto as Exhibit 2 duly executed). Each Holder of this Warrant Certificate, by taking or holding the same, consents and agrees that this Warrant Certificate, when endorsed in blank, shall be deemed negotiable; provided, however, that the last Holder of this Warrant Certificate as registered on the books of the Company may be treated by the Company and all other persons dealing with this Warrant Certificate as the absolute owner of the Warrants for any purposes and as the person entitled to exercise the rights represented by this Warrant Certificate or to transfer the Warrants on the books of the Company, any notice to the contrary notwithstanding, unless and until such Holder seeks to transfer registered ownership of the Warrants on the books of the Company and such transfer is effected.

9. Miscellaneous.

(a) Replacement. On receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant Certificate and, in the case of loss, theft or destruction, on delivery of an indemnity agreement or bond reasonably satisfactory in form and amount to the Company or, in the case of mutilation, on surrender and cancellation of this Warrant Certificate, the Company, at its expense, will execute and deliver, in lieu of this Warrant Certificate, a new warrant certificate of like tenor.

(b) Notice of Capital Changes. In case:

(i) the Company shall declare any dividend or distribution payable to the holders of shares of Common Stock;

(ii) there shall be any capital reorganization or reclassification of the capital of the Company, or consolidation or merger of the Company with, or sale of all or substantially all of its assets to, another corporation or business organization;

(iii) there shall be a voluntary or involuntary dissolution, liquidation or winding up of the Company; or

(iv) the Company shall propose to commence an initial public offering;

then, in any one or more of said cases, the Company shall give the Holder hereof written notice of such event, in the manner set forth in Section 9(d) below, at least 90 days prior to the date on which a record shall be taken for such dividend or distribution or for determining shareholders entitled to vote upon such reorganization, reclassification, consolidation, merger, sale, dissolution, liquidation, winding up or the date when any such transaction shall take place, as the case may be.

(d) Notice. Any notice to be given to either party under this Warrant Certificate shall be in writing and shall be deemed to have been given to the Company or the Holder hereof, as the case may be, when delivered in hand or when sent by first class mail, postage prepaid, addressed, if to the Company, at its principal office and, if to the Holder hereof, at its address as set forth in the Company's books and records or at such other address as the Holder hereof may have provided to the Company in writing.

(e) No Impairment. The Company will not, by amendment of its Certificate of Incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the

Company, but will at all times in good faith assist in the carrying out of all the provisions of this Warrant Certificate.

(f) Governing Law. This Warrant Certificate shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

This Warrant Certificate has been executed as of this 19th day of May, 1997.

RADIO ONE, INC.

By: /s/ Alfred Liggins

Name: Alfred Liggins
Title: President

EXHIBIT 1

NOTICE OF EXERCISE

TO: _____

[Collective Exercise]

The undersigned, constituting the Requisite Holders, hereby elect to exercise all of the Warrants contemplated by a certain Warrantholders' Agreement dated as of June 6, 1995, as amended.

[Individual Exercise]

1. The undersigned hereby elects to purchase _____ shares of the _____ Common Stock of _____ pursuant to the terms of the attached Warrant.

2. Please issue a certificate or certificates representing said shares of _____ Common Stock in the name of the undersigned or in such other name as is specified below:

_____
(Name)

_____

_____
(Address)

3. The undersigned represents that the aforesaid shares of _____ Common Stock are being acquired for the account of the undersigned for investment and not with a view to, or for resale in connection with, the distribution thereof and that the undersigned has no present intention of distributing or reselling such shares.

Dated:

_____
Signature

EXHIBIT 2

FORM OF ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the rights represented by the within Warrant Certificate to purchase [_____] shares of Common Stock of Radio One, Inc. to which the within Warrant Certificate relates and appoints _____ to transfer such rights on the books of Radio One, Inc. with full power of substitution in the premises.

Dated:

_____ _____

Signature

WARRANT NO. 10 1.26 WARRANTS

THIS WARRANT AND THE SHARES ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT") OR ANY APPLICABLE STATE SECURITIES LAW, AND MAY NOT BE TRANSFERRED EXCEPT (i) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR (ii) UPON FIRST FURNISHING TO THE COMPANY AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH TRANSFER IS NOT IN VIOLATION OF THE REGISTRATION REQUIREMENTS OF THE ACT OR ANY APPLICABLE STATE SECURITIES LAW.

"This instrument/agreement is subject to a Standstill Agreement dated as of the Closing Date among RADIO ONE, INC., the Subsidiaries of Radio One, Inc. from time to time, the Investors (as defined therein), the Senior Lenders (as defined therein) and NationsBank of Texas, N.A., as Agent to the Senior Lenders (as defined therein) and individually as a Lender, and United States Trust Company of New York, as Trustee for the Senior Subordinated Noteholders (as defined therein). By its acceptance of this instrument/agreement, the holder hereof agrees to be bound by the provisions of such Standstill Agreement to the same extent that each Investor is bound. In the event of any inconsistency between the terms of this instrument/agreement and the terms of such Standstill Agreement, the terms of the Standstill Agreement shall govern and be controlling."

RADIO ONE, INC.

This warrant certificate (the "Warrant Certificate") certifies that, for value received, GRANT M. WILSON or registered assigns under Section 8 hereof (the "Holder") is the owner of ONE AND 26/100 (1.26) WARRANTS specified above (the "Warrants") each of which entitles the Holder thereof to purchase one (1) fully paid and nonassessable share of Common Stock, par value $.01 per share, of Radio One, Inc., a corporation organized under the laws of the State of Delaware (the "Company"), or such other number of shares as may be determined pursuant to an adjustment in accordance with Section 4 hereof, at the price per share set forth in Section 4 hereof, subject to adjustment from time to time pursuant to Section 4 hereof (the "Warrant Price") and subject to the provisions and upon the terms and conditions set forth herein.

1. Term of Warrant.

Each Warrant is exercisable (i) at any time after the date hereof by Investors holding a majority of the outstanding shares of Preferred Stock (or, if the Preferred Stock has been redeemed in full prior to such date, by Investors holding a majority of the outstanding shares of Preferred Stock immediately prior to such redemption) (the "Requisite Holders"), or (ii) at any time after the Preferred Stock has been paid in full at the option of the Holder hereof; provided, however, that if the Holder is a "Specialized Small Business Investment Company" (as defined in the 26 U.S.C. Section 1044(c)(3)), this Warrant may not in any event be exercised after the sixth (6th) anniversary of the redemption in full of all Preferred Stock held by the Holder. Upon the consummation by the Company of a Qualified Public Offering, this Warrant shall be subject to automatic exercise, on a net basis, as provided in Section 2(a) hereof.

2. Method of Exercise and Payment; Issuance of New Warrant Certificate; Contingent Exercise.

(a) In connection with any exercise pursuant to Section 1 hereof, this Warrant Certificate shall be surrendered (with the notice of exercise form attached hereto as Exhibit 1 duly executed) at the principal office of the Company together with the payment to the Company of (i) cash or a certified check or a wire transfer in an amount equal to the then applicable Warrant Price multiplied by the number of shares of Common Stock then being purchased or (ii) that number of shares of Common Stock of the Company having a fair market value (as defined below) equal to the then applicable Warrant Price multiplied by the number of shares of Common Stock then being purchased. In the alternative, the Holder hereof may exercise its right to purchase some or all of the shares of Common Stock pursuant to this Warrant Certificate on a net basis, such that, without the exchange of any funds, the Holder hereof receives that number of shares of Common Stock subscribed to pursuant to this Warrant Certificate less that number of shares of Common Stock having an aggregate fair market value (as defined below) at the time of exercise equal to the aggregate Warrant Price that would otherwise have been paid by the Holder for the number of shares of Common Stock subscribed to under this Warrant Certificate. Fair market value, on a per-share basis, shall be deemed to be (i) the initial offering price of the Common Stock to the public in a Qualified Public Offering; and (ii) if the Common Stock is not publicly held or traded, "fair market value" shall mean the Per Share Net Equity Value of the Company as determined pursuant to Section 5.03 of the Warrantholders' Agreement.

(b) The Company agrees that the shares of Common Stock so purchased shall be deemed to be issued to the Holder hereof as the record owner of such shares as of the close of business on the date on which this Warrant Certificate shall have been surrendered and payment made for such shares as

aforesaid. In the event of any exercise of the rights represented by this Warrant Certificate, certificates for the shares of Common Stock so purchased shall be delivered to the Holder hereof within 15 days thereafter and, unless all of the Warrants represented by this Warrant Certificate have been fully exercised or have expired

pursuant to Section 1 hereof, a new Warrant Certificate representing the shares of Common Stock, if any, with respect to which the Warrants represented by this Warrant Certificate shall not then have been exercised, shall also be issued to the Holder hereof within such 15 day period.

3. Common Stock Fully Paid; Reservation of Shares.

All Common Stock which may be issued upon the exercise of the Warrants will, upon issuance, be fully paid and nonassessable, and free from all taxes, liens and charges with respect to the issue thereof. During the period within which the rights represented by this Warrant Certificate may be exercised, the Company will at all times have authorized, and reserved for the purpose of the issuance upon exercise of the purchase rights evidenced by this Warrant Certificate, a sufficient number of shares of its Common Stock to provide for the exercise of the Warrants.

4. Warrant Price; Adjustment of Warrant Price and Number of Shares.

The Warrant Price shall be $100.00 per share of Common Stock, and the Warrant Price and the number of shares of Common Stock purchasable upon exercise of the Warrants shall be subject to adjustment from time to time, as follows:

(a) Reclassification, Consolidation or Merger. In case of any reclassification or change of outstanding securities of the class issuable upon exercise of the Warrants, or in case of any consolidation or merger of the Company with or into another corporation or entity, other than a consolidation or merger with another corporation or entity in which the Company is the continuing corporation and which does not result in any reclassification, conversion or change of outstanding securities issuable upon exercise of the Warrants, or in case of any sale of all or substantially all of the assets of the Company, the Company, or such successor or purchasing corporation, as the case may be, shall execute a new warrant certificate (the "New Warrant Certificate"), providing that the Holder of this Warrant Certificate shall have the right to exercise such new warrants and procure upon such exercise, in lieu of each share of Common Stock theretofore issuable upon exercise of the Warrants, the kind and amount of shares of stock, other securities, money and property receivable upon such reclassification, conversion, change, consolidation, or merger by a holder of one share of Common Stock. Such New Warrant Certificate shall provide for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Section 4. The provisions of this Section 4(a) shall similarly apply to successive reclassifications, changes, consolidations, mergers and transfers.

(b) Subdivisions, Combinations and Stock Dividends. If the Company at any time while this Warrant Certificate is outstanding and unexpired shall subdivide or combine its Common Stock, or shall pay a dividend with respect to Common Stock payable in, or make any other distribution with respect to its Common Stock consisting of, shares of

Common Stock, then the Warrant Price shall be adjusted, from and after the date of determination of shareholders entitled to receive such dividend or distribution, to that price determined by multiplying the Warrant Price in effect immediately prior to such date of determination by a fraction (i) the numerator of which shall be the total number of shares of Common Stock outstanding immediately prior to such dividend or distribution and (ii) the denominator of which shall be the total number of shares of Common Stock outstanding immediately after such dividend or distribution.

Upon each adjustment in the Warrant Price pursuant to this Section 4(b), the number of shares of Common Stock purchasable hereunder shall be adjusted to the product obtained by multiplying the number of shares purchasable immediately prior to such adjustment in the Warrant Price by a fraction (i) the numerator of which shall be the Warrant Price immediately prior to such adjustment and (ii) the denominator of which shall be the Warrant Price immediately thereafter.

(c) [Intentionally Omitted.]

5. Notice of Adjustments.

Whenever any adjustment shall be made pursuant to Section 4 hereof, the Company shall prepare a certificate signed by its chief financial officer setting forth, in reasonable detail, the event requiring the adjustment, the amount of the adjustment, the method by which such adjustment was calculated, the Warrant Price after giving effect to such adjustment and the number of shares of Common Stock then purchasable upon exercise of the Warrants, and shall cause copies of such certificate to be mailed to the Holder hereof at the address specified in Section 9(d) hereof, or at such other address as may be provided to the Company in writing by the Holder hereof.

6. Other Agreements; Definitions; Put and Call Rights.

For purposes of this Warrant Certificate, all capitalized terms that are used herein without definition shall have the respective meanings ascribed thereto in either the Preferred Stockholders' Agreement (the "Preferred Stockholders' Agreement"), dated as of May 14, 1997, by and among the Holder, the Company and certain other parties named therein, the Warrantholders' Agreement, dated as of June 6, 1995, as amended by the First Amendment to the Warrantholders' Agreement, dated as of May 19, 1997, by and among the Holder, the Company and certain other parties named therein (the "Warrantholders' Agreement") or, in the event that a capitalized term used herein without definition is not defined in the Preferred Stockholders' Agreement or the Warrantholders' Agreement, but is defined in the Securities Purchase Agreement, dated as of June 6, 1995, by and among the Holder, the Company and certain other parties named therein (the "Securities Purchase Agreement"), the Securities Purchase Agreement. The Holder of this Warrant Certificate shall be entitled to the rights and subject to the terms and conditions of the Preferred Stockholders' Agreement and

Warrantholders' Agreement, and in the event of any inconsistency between the terms hereof and the terms of the Preferred Stockholders' Agreement or the Warrantholders' Agreement, as the case may be, the terms of the Preferred Stockholders' Agreement or the Warrantholders' Agreement shall control. Without limiting the generality of the foregoing, this Warrant Certificate and the Warrants represented hereby are subject to the "put" and "call" provisions of Article V of the Warrantholders' Agreement which are incorporated herein by reference.

7. Compliance with Securities Act.

The Holder of this Warrant Certificate, by acceptance hereof, agrees that the Warrants and the shares of Common Stock to be issued upon exercise thereof are being acquired for investment and that it will not offer, sell or otherwise dispose of the Warrants or any shares of Common Stock to be issued upon exercise thereof except under circumstances which will not result in a violation of the Act. Upon exercise of the Warrants, the Holder hereof shall, if requested by the Company, confirm in writing that the shares of Common Stock so purchased are being acquired for investment and not with a view toward distribution or resale. This Warrant Certificate and all shares of Common Stock issued upon exercise of the Warrants (unless registered under the Act) shall be stamped or imprinted with a legend substantially in the following form:

> THIS WARRANT AND THE SHARES ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT") OR ANY APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE TRANSFERRED EXCEPT (i) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR (ii) IN A TRANSACTION WHICH IS NOT IN VIOLATION OF THE REGISTRATION REQUIREMENTS OF THE ACT OR ANY APPLICABLE STATE SECURITIES LAW.

8. Transfer.

Subject to compliance with the terms of Section 7 above, the Warrants and all rights under this Warrant Certificate are transferable, in whole or in part, at the principal office of the Company by the Holder hereof, in person or by its duly authorized attorney, upon surrender of this Warrant Certificate properly endorsed (with the instrument of transfer form attached hereto as Exhibit 2 duly executed). Each Holder of this Warrant Certificate, by taking or holding the same, consents and agrees that this Warrant Certificate, when endorsed in blank, shall be deemed negotiable; provided, however, that the last Holder of this Warrant Certificate as registered on the books of the Company may be treated by the Company and all other persons dealing with this Warrant Certificate as the absolute owner of the Warrants for any purposes and as the person entitled to exercise the rights represented by this Warrant Certificate or to transfer the Warrants on the books of the Company, any notice to the contrary notwithstanding, unless and until such Holder seeks to transfer registered ownership of the Warrants on the books of the Company and such transfer is effected.

9. Miscellaneous.

(a) Replacement. On receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant Certificate and, in the case of loss, theft or destruction, on delivery of an indemnity agreement or bond reasonably satisfactory in form and amount to the Company or, in the case of mutilation, on surrender and cancellation of this Warrant Certificate, the Company, at its expense, will execute and deliver, in lieu of this Warrant Certificate, a new warrant certificate of like tenor.

(b) Notice of Capital Changes. In case:

(i) the Company shall declare any dividend or distribution payable to the holders of shares of Common Stock;

(ii) there shall be any capital reorganization or reclassification of the capital of the Company, or consolidation or merger of the Company with, or sale of all or substantially all of its assets to, another corporation or business organization;

(iii) there shall be a voluntary or involuntary dissolution, liquidation or winding up of the Company; or

(iv) the Company shall propose to commence an initial public offering;

then, in any one or more of said cases, the Company shall give the Holder hereof written notice of such event, in the manner set forth in Section 9(d) below, at least 90 days prior to the date on which a record shall be taken for such dividend or distribution or for determining shareholders entitled to vote upon such reorganization, reclassification, consolidation, merger, sale, dissolution, liquidation, winding up or the date when any such transaction shall take place, as the case may be.

(d) Notice. Any notice to be given to either party under this Warrant Certificate shall be in writing and shall be deemed to have been given to the Company or the Holder hereof, as the case may be, when delivered in hand or when sent by first class mail, postage prepaid, addressed, if to the Company, at its principal office and, if to the Holder hereof, at its address as set forth in the Company's books and records or at such other address as the Holder hereof may have provided to the Company in writing.

(e) No Impairment. The Company will not, by amendment of its Certificate of Incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the

Company, but will at all times in good faith assist in the carrying out of all the provisions of this Warrant Certificate.

(f) Governing Law. This Warrant Certificate shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

This Warrant Certificate has been executed as of this 19th day of May, 1997.

RADIO ONE, INC.

By: /s/ Alfred Liggins

Name: Alfred Liggins
Title: President

EXHIBIT 1

NOTICE OF EXERCISE

TO: _____

[Collective Exercise]

The undersigned, constituting the Requisite Holders, hereby elect to exercise all of the Warrants contemplated by a certain Warrantholders' Agreement dated as of June 6, 1995, as amended.

[Individual Exercise]

1. The undersigned hereby elects to purchase _____ shares of the _____ Common Stock of _____ pursuant to the terms of the attached Warrant.

2. Please issue a certificate or certificates representing said shares of _____ Common Stock in the name of the undersigned or in such other name as is specified below:

_____
(Name)

_____

_____
(Address)

3. The undersigned represents that the aforesaid shares of _____ Common Stock are being acquired for the account of the undersigned for investment and not with a view to, or for resale in connection with, the distribution thereof and that the undersigned has no present intention of distributing or reselling such shares.

Dated:

_____
Signature

EXHIBIT 2

FORM OF ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the rights represented by the within Warrant Certificate to purchase [_____] shares of Common Stock of Radio One, Inc. to which the within Warrant Certificate relates and appoints _____ to transfer such rights on the books of Radio One, Inc. with full power of substitution in the premises.

Dated:

_____ _____

Signature

MANAGEMENT AGREEMENT

MANAGEMENT AGREEMENT, dated and effective as of August 1, 1996 by and between Radio One, Inc., a Delaware corporation ("Manager"), and Radio One of Atlanta, Inc., a Delaware corporation (the "Company").

W I T N E S S E T H:

WHEREAS, the Company desires to engage Manager to provide certain management services with respect to the business of the Company and its subsidiaries and to provide other services and advice more fully set forth herein, and Manager is willing to undertake these responsibilities on the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement hereby agree as follows:

1. Services of Manager. Subject to the terms and conditions of this Agreement, Manager will provide the following services to the Company (collectively, the "Basic Management Services"):

(a) provide advice and consultation to management concerning the business, financial and strategic development and performance of the Company and its subsidiaries; and

(b) provide general services, including corporate secretarial services; maintenance of corporate records; tax counsel, employee benefits, insurance and risk management services and such other services of such nature as the Company and Manager may reasonably agree upon; and

(c) In addition to the services of its own staff, Manager shall select and, with the consent of the Company, engage on behalf of the Company the services of other professionals and consultants in connection with the provision of the services set forth above, including management consultants, bankers, investment bankers, underwriters, accountants, actuaries, insurance brokers, tax advisors, appraisers, risk management consultants and employee benefits consultants and attorneys.

2. Strategic Guidance by Manager. In connection with the planning for, or consummation of, any transaction proposed to be entered into by the Company or any subsidiary of the Company outside of the ordinary course of business, including any acquisition, disposition, merger, business combination, dissolution, liquidation, securities offering, recapitalization, restructuring, leasing or financing (equity, debt, lease or otherwise) of or involving the business and assets of the Company and its subsidiaries, Manager will provide to the Company, or procure on behalf of the Company and its subsidiaries (and will promptly notify the Company of such procurement), the following services (collectively, the "Specialized Services"):

(a) management consulting, banking, investment banking, underwriting, brokerage, tax, custodial, accounting, data processing, employee relations and appraisal and recommend for retention by the Company and its subsidiaries the services of attorneys; and

(b) such other services outside the ordinary course of business of, an administrative or managerial nature as the Company may reasonably request.

3. Limitations on Manager's Authority. Manager will not be authorized to manage the affairs of, act in the name of, direct the actions of employees of or in any way bind the Company or any of its subsidiaries (unless otherwise authorized in writing by the company to do so). The management, policies and operations of the Company and its subsidiaries will be the responsibility of the directors and officers of the Company and its subsidiaries acting pursuant to and in accordance with the relevant corporate charter and by-laws, and all decisions relating to corporate matters will be made by the directors and officers of the Company and its subsidiaries acting pursuant to and in accordance with the relevant corporate charter and by-laws.

4. Independent Contractor Status. Manager will render and perform the services under this Agreement as an independent contractor in accordance with its own standards, subject to its compliance with the provisions of this Agreement and with all applicable laws, ordinances and regulations.

5. Availability of Employees. Manager will make available to the Company the services of such of its employees and consultants as are necessary, in the reasonable judgment of the Manager, to the performance from time to time of the services described in Sections 1 and 2 of this Agreement, provided that the inability of the Manager to make available to the Company a specific employee or consultant of the Manager for any reason, including without limitation the death or disability of such employee or consultant, the termination of an employment or consulting agreement with any such person or the assignment of such employee or consultant to other duties, shall not constitute a default hereunder.

6. Limited Liability of Manager.

(a) Neither Manager nor any director, officer, stockholder, employee or agent of Manager makes any express or implied representation, warranty, or guarantee to the Company, to any of its subsidiaries, to any of its stockholders or to any third party relating to the services to be performed by Manager pursuant to this Agreement or the quality or results of such services.

(b) Manager shall not be liable to the Company, to any of its subsidiaries, to any of its stockholders or to any third party for any expense, claim, loss or damage, including, without limitation, indirect, special, consequential or exemplary damages suffered other than by reason of Manager's intentional failure to perform the services to be performed by Manager pursuant to this Agreement, or by reason of action taken by Manager which was in bad faith and in a manner not reasonably believed by Manager to be in the best interests of the Company.

(c) Manager shall not be liable to the Company, to any of its subsidiaries, to any of its stockholders or to any third party for the consequences of any failure to perform or delay in performing any of its obligations under this Agreement if that failure shall be caused by events or circumstances beyond its control including, without limitation, by strikes or labor disputes; provided, that Manager shall reasonably provide prompt notice to the Company or its subsidiaries of such inability and the reasons therefor.

7. Indemnification. The Company will indemnify Manager and each director, officer, stockholder, employee and agent of Manager against any losses, claims, damages or liabilities (including legal or other expenses reasonably incurred investigating or defending against any such losses, claims, damages or liabilities), joint or several ("Liabilities"), to which any of such persons may become subject by reason of being a director, officer, stockholder, employee or agent of Manager (but only to the extent that such Liabilities arise out of or relate to and with respect to the services performed by Manager under this Agreement); provided that the party to be indemnified acted in good faith and in a manner he 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.

The Company may pay expenses (including attorneys' fees) incurred by Manager and any director, officer, stockholder, employee and agent of Manager in defending any civil, criminal, administrative or investigative action, suit or proceedings, in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by or on behalf of a party which may be entitled to indemnification to repay such amount if it shall be ultimately determined that he is not entitled to be indemnified by the Company as authorized in this Agreement.

8. Fee For Services; Expenses. Commencing on the effective date of this Agreement and throughout the Term (as hereinafter defined), the Company will pay to Manager a fixed fee, payable monthly, of $8,333 per month (subject to periodic adjustments upwards or downwards, to be negotiated by the parties, such adjustments to take into account the extent of services to be performed by Manager in the future and to be effective prospectively, provided that such fee shall not be reduced below $2,500 per month) for providing the Basic Management Services. Such fees will be due and payable monthly in advance by the Company

on the first business day of each calendar month during the period in which services are being provided unless the parties agree that the amount due will be deferred and become due and payable at such time in the future that the parties agree to. In addition to the management fee referred to above, the Company will pay or reimburse Manager for all out-of-pocket costs and expenses incurred in fulfilling its obligations as they relate to the Company under this Agreement, including any expenses of third parties engaged by Manager; provided that Manager will not be entitled to reimbursement for compensation of its officers, directors, employees, consultants or stockholders who provide services under this Agreement. The Company shall also pay to Manager such additional fees in an amount to be agreed to by the parties from time to time, based upon fees that would be charged for comparable services by similarly situated third party providers, for any Specialized Services provided by Manager. The Company shall pay or reimburse Manager for all out-of-pocket costs and expenses incurred in providing any Specialized Services, including any expenses of third parties engaged by Manager, provided that Manager shall not be entitled to reimbursement for compensation of its employees, officers, directors, or stockholders who provide services hereunder.

9. Other Relationships. Nothing contained in this Agreement will, or will be deemed to, prohibit, restrict or limit in any manner any business or investment activities of Manager or the directors, officers, employees or affiliates of Manager.

10. Assignment. This Agreement and all the provisions of it will be binding on and inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests and obligations under this Agreement may be assigned by either party without the prior written consent of the other party to this Agreement,

which consent shall not be unreasonably withheld. Nothing in this Agreement, whether expressed or implied, may be construed to give any person other than the parties to this Agreement any legal or equitable right, remedy or claim under or in respect of this Agreement.

11. Term; Effect of Termination.

(a) This Agreement will be effective on the date first written above and will continue for a term ending on December 31, 2001 (the "Term") only upon the written agreement of the parties. If the parties do not agree to terminate the Agreement, the Agreement will renew for an additional five years.

(b) This Agreement may not be terminated for any reason, except by the express written consent of the parties.

(c) At the end of the Term of this Agreement, or in the event the parties agree to an earlier termination of this Agreement (in each case, the "Termination Date"), each party will perform its obligations under this Agreement accrued to the Termination Date, and the Company (i) will assume, pay and honor all obligations to third parties engaged by Manager in connection with its services hereunder and (ii) will promptly pay Manager all accrued fees and expenses and honor all indemnification obligations arising hereunder. On termination, Manager will return to the Company any corporate records of the Company and its subsidiaries.

12. Alternate Dispute Resolution/Arbitration

(a) Dispute Resolution. Any claim, dispute, difference or controversy between the parties hereto arising out of, or relative to, this Agreement which cannot be settled by reference to other terms of this Agreement or by mutual understanding between the parties shall be submitted to alternative dispute resolution as described in this Section 12.

(b) Pre-Arbitration Referral to Representatives.

(i) The dispute, claim or controversy arising out of or in relation to this Agreement or the interpretation or breach thereof shall be resolved in accordance with this Section 12, being subjected first to the procedure in this subsection (b) then, if still unresolved, to binding arbitration in accordance with subsection (c) below. Any party may cause a proceeding to be commenced by giving written notice to the other party that it desires to do so (the date of such notice is hereinafter referred to as the "Notice Date"). Each party shall thereupon prepare a written statement (the "Statement") briefly describing such party's position on the matter in dispute. For purposes hereof, the Company designates Mary Catherine Sneed and Manager designates Alfred C. Liggins (collectively, the "Representatives") as the individuals who shall represent such parties. The Statement shall be prepared within fifteen (15) days of the Notice Date and given to all parties.

(ii) The Representatives shall, during the fifteen (15) day period commencing on the fifteenth day after the Notice Date, meet and negotiate in good faith in an attempt to resolve the matter in dispute. If such attempt proves unsuccessful in the judgment of any party, such party may cause all parties involved to pursue the procedure set forth below by delivering written notice to them of such party's desire to do so within five (5) days after the end of such negotiation period.

(c) Arbitration. Any dispute arising out of or relating to this Agreement or the breach, termination or validity hereof which are not resolved by the foregoing procedure shall be finally settled by arbitration conducted expeditiously in accordance with the Center for Public Resources Rules for Nonadministered Arbitration of Business Disputes (the "CPR Rules"). The Center for Public Resources shall appoint a neutral advisor from its National CPR Panel. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. Sections 1-16, and judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof. The place of arbitration shall be Washington, DC or any other location as agreed to by the parties.

Such proceedings shall be administered by the neutral advisor in accordance with the CPR Rules as he/she deems appropriate, however, such proceedings shall be guided by the following agreed upon procedures:

(i) mandatory exchange of all relevant documents, to be accomplished within forty-five (45) days of the initiation of the procedure;

(ii) no other discovery;

(iii) hearings before the neutral advisor which shall consist of a summary presentation by each side of not more than three hours; such hearings to take place on one or two days at a maximum; and

(iv) decision to be rendered not more than ten (10) days following such hearings.

Notwithstanding anything to the contrary contained herein, the provisions of this subsection (c) shall not apply with regard to any equitable remedies to which any party may be entitled hereunder.

The parties hereto (i) hereby irrevocably submit to the jurisdiction of the United States District Court for the District agreed to by the parties, for the purpose of enforcing the award or decision in any such proceeding and (ii) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court, and

(iii) hereby waive and agree not to seek any review by any court of any other jurisdiction which may be called upon to grant an enforcement of the judgment of any such court. The parties hereto hereby consent to service of process by registered mail at the address to which notices are to be given. Each of the Company and Manager agrees that its submission to jurisdiction and its consent to service of process by mail is made for the express benefit of the other parties hereto. Final judgment against the Company or Manager in any such action, suit or proceeding may be enforced in other jurisdictions by suit, action or proceeding on the judgment, or in any other manner provided by or pursuant to the laws of such other jurisdiction; provided, however, that any party may at its option bring suit, or institute other judicial proceedings, in any state or federal court of the United States or of any country or place where the other parties or their assets, may be found.

The losing party shall bear all of the expenses incurred by both parties in connection with any arbitration, including legal and other expenses, unless the neutral advisor determines that it is appropriate for the parties to share all or any part of the expenses incurred in connection with the arbitration and the legal and other expenses, provided that any costs incurred by a party to enforce an award of the neutral advisor pursuant to the foregoing terms of this subsection (c) shall be borne by the party resisting enforcement.

13. Notices. All notices, requests, demands and other communications provided for by this Agreement must be in writing and will be deemed to have been given at the time when hand delivered or mailed in any general or branch United States post office enclosed in a registered or certified post-paid envelope, addressed to the following addresses of the parties to this Agreement or to such changed address as such party may have given the other party notice as provided in this Agreement:

The Company:
Radio One of Atlanta, Inc.
5526 B&C Old National Highway, Suite 200
College Park, GA 30349
(404) 765-9750
Attn: Mary Catherine Sneed

Manager:
Radio One, Inc.
4001 Nebraska Avenue, NW
Washington, DC 20016
(202) 686-9300
Attn: Alfred C. Liggins

14. Miscellaneous.

(a) This Agreement, or any term or provision of it, may only be amended, modified or waived by an instrument in writing signed by the party against whom such amendment, modification or waiver is sought to be enforced.

(b) The provisions of this Agreement will be construed in accordance with and governed by the laws of the State of Georgia.

(c) This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

(d) This Agreement is complete, reflects the entire agreement of the parties with respect to its subject matter, and supersedes all previous written or oral negotiations, commitments or writings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Radio One, Inc.

By: /s/ Scott R. Royster

Name: Scott R. Royster

Title: Chief Financial Officer

Radio One of Atlanta, Inc.

By: /s/ Mary Catherine Sneed

Name: Mary Catherine Sneed

Title: Vice President/ General Manager

RADIO
ONE

12 March 1997

WASHINGTON, DC
WMMJ-FM
WKYS-FM
WOL-AM

BALTIMORE, MD
WERQ-FM
WWIN-FM
WWIN-AM
WOLB-AM

ATLANTA, GA
WNTA-FM

Mr. Carr T. Preston
Senior Vice President
Allied Capital
1666 K Street N.W.
9th Floor
Washington, D.C. 20008

By Telecopier (202) 858-2053

Dear Mr. Preston:

This Letter of Intent (the "LOI") outlines the principal terms whereby Radio One Inc., a Delaware corporation ("Radio One" or the "Buyer"), or any entity controled by the same principals who control Buyer, will purchase from Allied Capital Financial Corporation ("Allied" or the "Seller") in a warrant and stock transaction (the "Transaction"), a warrant for all of the issued and outstanding capital stock of Broadcast Holdings, Inc. ("BHI") which owns radio station WYCB (AM), licensed to Washington, D.C. (the "Station").

The consummation of the transaction contemplated by this LOI is conditioned upon: Buyer's satisfaction, in its sole discretion, with the results of its due diligence review of the Company as further set forth below and the approval of the Federal Communications Commission (the "FCC") and the negotiation and execution of a definitive, mutually acceptable stock purchase agreement (the "Definitive Agreement"). The parties hereto intend this LOI to set forth the fundamental points of agreement and it shall constitute a legally binding document, subject only to the occurrence of such future events.

Buyer and Seller expect to enter into a Definitive Agreement, within sixty (60) days of both Buyer and Seller executing this LOI, subject solely to Buyer's reasonable satisfaction with its due diligence investigation for a period of two weeks from the date of execution of this LOI, after which, unless Buyer has so notified Seller, the Buyer and Seller shall negotiate a Definitive Agreement which shall be conditioned upon FCC approval of the Transaction. Seller shall give Buyer and its authorized representatives reasonable access at reasonable times to the Station and shall furnish all information relating thereto as they may request to enable Buyer to make such examinations and investigations thereof as Buyer shall reasonably deem necessary.

We are prepared to move forward expeditously with the following offer.

1. Consideration to be Paid by Buyer. On the date of closing, the warrant shall be exercised by Buyer for $1.00 to purchase the BHI stock. The consideration paid to Seller for the sale of the warrant for the stock of BHI shall be $4,000,000 (the "Purchase Price") of which $2,800,000 shall be used by Seller and BHI to satisfy certain existing obligations of BHI; subject to adjustment for any prorations and contingent liabilities, payable as follows:

On the date of closing, by wire transfer to bank accounts designated by Seller, the sum of $4,000,00 in immediately available funds.

2. Escrow Closing.

(a) The date of closing for the transaction being proposed herein shall occur no later than ten (10) days after the consent of the FCC to the transfer of control of the licenses shall have become a Final Order (the "Closing Date"). If the FCC has not granted a transfer of control of the Station's licenses within nine months after the FCC's acceptance for filing of the application for transfer of control of such licenses, each of Seller and Buyer shall have the right to rescind its obligations under the Definitive Agreement, provided that such terminating party is not then in breach of the terms and conditions of the Definitive Agreement.

(b) If Buyer materially breaches the Definitive Agreement or defaults in the performance of its obligations thereunder, the sum of $100,000 shall be paid to Seller as liquidated damages.

(c) If Seller materially breaches the Definitive Agreement, Buyer shall have the right of specific performance.

3. Definitive Agreement. Radio One and Allied shall negotiate in good faith the terms of the Definitive Agreement which shall contain representations, warranties, covenants and conditions by such parties as are usual and customary in transactions of this kind, including provisions regarding (i) Indemnification of Radio One and Allied; (ii) representations by the sole shareholder of BHI as to the validity of the warrant and shares of stock; (iii) Seller's responsibility for payment of all payables of BHI that exist at closing and Seller's right to all pre-closing receivables and cash; (iv) Seller's responsibility for all obligations and liabilities that BHI may have for the employees that Buyer does not assume. Buyer and Seller will jointly file an application

requesting FCC approval of the transfer of control of the Station's licenses to Buyer as contemplated herein no later than five (5) business days after execution of the Definitive Agreement.

4. Agreement to Negotiate Confidentiality. Buyer and Seller agree to proceed diligently, expeditiously, and in good faith, to execute the Definitive Agreement and the Transaction contemplated herein in accordance with the terms set forth in this Letter of Intent. Until the expiration or earlier termination of this Letter of Intent, Seller shall not solicit, or negotiate with , any other prospective purchaser of the Station.

This Letter of Intent shall expire and be null and void upon the earlier of (1) the expiration of the 60th day after the date of acceptance of this Letter of Intent (subject to a reasonable extension if the drafting of the Definitive Agreement is proceeding diligently, (ii) the execution and delivery of the Definitive Agreement).

We look forward to working with you to consummate the Transaction proposed herein. Please do not hesitate to call me at 202-885-4567 with any questions or comments you may have relative to anything contained herein.

Very truly yours,

RADIO ONE, INC.

By: /s/ Scott R. Royster

Scott R. Royster, Chief Financial Officer

Agreed: /s/ Carr T. Preston

By: Carr T. Preston

Name

SVP

Title

3/13/97

Date of Acceptance

July 1, 1997

Mr. Carr T. Preston
Senior Vice President
Allied Capital
1666 K Street, NW
Washington, D.C. 20006

Dear Mr. Preston:

Reference is made to that certain Letter of Intent dated as of March 12, 1997 by and between Radio One, Inc. ("Radio One" or "Buyer") and Allied Capital Financial Corporation ("Allied" or "Seller") pursuant to which Radio One, or any entity controlled by the same principals who control Radio One, will purchase from Allied, in a warrant and stock transaction, a warrant for all of the issued and outstanding capital stock of BHI, as such Letter of Intent was extended by that certain First Amendment dated as of May 6, 1997, that certain Second Amendment dated as of May 30, 1997 and that certain Third Amendment dated as of June 5, 1997, which Letter of Intent, as so amended, lapsed on June 18, 1997. Capitalized terms used herein without definition shall have the meanings assigned such terms in the Letter of Intent. Radio One and Allied hereby agree to reinstate the provisions of the Letter of Intent, as amended by the following:

1. The final sentence of the second paragraph of the Letter of Intent is hereby deleted in its entirety and replaced with the following:

"The parties hereto intend this LOI to set forth the fundamental points of agreement. However, this LOI shall not constitute a legally binding document."

2. The first sentence of the third paragraph of the Letter of Intent is hereby deleted in its entirety.

3. Numbered Paragraph 1 of the Letter of Intent is hereby deleted in its entirety and replaced with the following:

"Consideration to Paid by Buyer. On the date of closing, the warrant shall be exercised by Buyer for $1.00 to purchase the BHI stock. The consideration paid to Seller for the sale of the warrant for the stock of BHI, assuming BHI has no debt at closing, shall be $4,000,000 (the "Purchase Price"), subject to adjustment for any prorations and contingent liabilities. The form of payment of the Purchase Price (i.e., cash, notes or a combination thereof) shall be mutually agreed upon by Buyer and Seller."

4. The first sentence of numbered Paragraph 4 of the Letter of Intent is hereby deleted in its entirety and replaced with the following:

"Buyer and Seller agree to proceed diligently, expeditiously, and in good faith to reach agreement on the form of payment of the Purchase Price, and thereafter to execute the Definitive Agreement and consummate the Transaction contemplated herein in accordance with the terms set forth in this Letter of Intent, as amended; provided, however, that nothing in this letter shall be construed to create a duty of exclusive dealings between the parties."

5. The final sentence of numbered Paragraph 4 of the Letter of Intent is hereby deleted in its entirety.

4. The penultimate paragraph of the Letter of Intent is hereby deleted in its entirety and replaced with the following:

"This Letter of Intent shall expire and be null and void upon the earlier of (i) July 31, 1997 (subject to a reasonable extension if the drafting of the Definitive Agreement is proceeding diligently) and (ii) the execution and delivery of the Definitive Agreement."

We look forward to working with you to consummate the transactions contemplated by the Letter of Intent as modified hereby. Please do not hesitate to call me at 301/429-2642 with any questions or comments you may have relative to anything contained herein.

Very truly yours,

RADIO ONE, INC.

By: /s/ Scott R. Royster

Scott R. Royster
Chief Financial Officer

Agreed:

ALLIED CAPITAL FINANCIAL CORPORATION

By: /s/ Carr T. Preston

Carr T. Preston
Senior Vice President

FIRST AMENDMENT TO LETTER OF INTENT TO ENTER INTO OPTION AND STOCK PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO LETTER OF INTENT TO ENTER INTO OPTION AND STOCK PURCHASE AGREEMENT, is dated this 6th day of May, 1997, and is made between RADIO ONE, INC., and ALLIED CAPITAL FINANCIAL CORPORATION.

Radio One, Inc. ("Buyer") and Allied Capital Financial Corporation ("Seller") have executed a letter of intent dated March 12, 1997, which was accepted by Seller on March 13, 1997 ("Letter"). The Letter describes the terms upon which the parties would enter into an Option and Stock Purchase Agreement ("Agreement") whereby Buyer would acquire from Seller its option to acquire the stock of Broadcast Holdings, Inc., licensee of Station WYCB(AM), Washington, D.C.

Buyer and Seller agree that it would be mutually beneficial to amend the provision contained in the Letter which requires that the parties enter into an Agreement on or before May 12, 1997.

In consideration of the parties' mutual agreement to continue in good faith to finalize the Agreement, which the parties hereby acknowledge constitutes good and valuable consideration, Buyer and Seller agree to extend the time period to May 30, 1997, in which to negotiate and enter into an Agreement.

Except as described above, the terms and conditions of the Letter shall not be modified.

This amendment may be signed in counterparts, facsimile signatures to be binding upon receipt by facsimile transmission.

AGREED TO:	AGREED TO:
/s/ Alfred C. Liggins, III	/s/ Carr T. Preston
- ----------	----------
Alfred C. Liggins, III	Carr T. Preston
Radio One, Inc.	Allied Capital Financial Corporation

SECOND AMENDMENT TO LETTER OF INTENT TO ENTER INTO OPTION AND STOCK PURCHASE AGREEMENT

THIS SECOND AMENDMENT TO LETTER OF INTENT TO ENTER INTO OPTION AND STOCK PURCHASE AGREEMENT, is dated this 30th day of May, 1997, and is made between RADIO ONE, INC., and ALLIED CAPITAL FINANCIAL CORPORATION.

Radio One, Inc. ("Buyer") and Allied Capital Financial Corporation ("Seller") have executed a letter of intent dated March 12, 1997, which was accepted by Seller on March 13, 1997 ("Letter"). The Letter describes the terms upon which the parties would enter into an Option and Stock Purchase Agreement ("Agreement") whereby Buyer would acquire from Seller its option to acquire the stock of Broadcast Holdings, Inc., licensee of Station WYCB(AM), Washington, D.C.

Buyer and Seller agree that it would be mutually beneficial to amend the provision contained in the Letter which requires that the parties enter into an Agreement on or before May 30, 1997.

In consideration of the parties' mutual agreement to continue in good faith to finalize the Agreement, which the parties hereby acknowledge constitutes good and valuable consideration, Buyer and Seller agree to extend the time period to June 6, 1997, in which to negotiate and enter into an Agreement.

Except as described above, the terms and conditions of the Letter, as amended on May 6, 1997, shall not be modified.

This amendment may be signed in counterparts, facsimile signatures to be binding upon receipt by facsimile transmission.

AGREED TO:	AGREED TO:
/s/ Alfred C. Liggins, III	/s/ Carr T. Preston
- ----------	----------
Alfred C. Liggins, III	Carr T. Preston
Radio One, Inc.	Allied Capital Financial Corporation

THIRD AMENDMENT TO LETTER OF INTENT TO ENTER INTO OPTION AND STOCK PURCHASE AGREEMENT

THIS THIRD AMENDMENT TO LETTER OF INTENT TO ENTER INTO OPTION AND STOCK PURCHASE AGREEMENT, is dated this 5th day of June, 1997, and is made between RADIO ONE, INC., and ALLIED CAPITAL FINANCIAL CORPORATION.

Radio One, Inc. ("Buyer") and Allied Capital Financial Corporation ("Seller") have executed a letter of intent dated March 12, 1997, which was accepted by Seller on March 13, 1997 ("Letter"). The Letter describes the terms upon which the parties would enter into an Option and Stock Purchase Agreement ("Agreement") whereby Buyer would acquire from Seller its option to acquire the stock of Broadcast Holdings, Inc., licensee of Station WYCB(AM), Washington, D.C.

Buyer and Seller agree that it would be mutually beneficial to amend the provision contained in the Letter which requires that the parties enter into an Agreement on or before June 6, 1997.

In consideration of the parties' mutual agreement to continue in good faith to finalize the Agreement, which the parties hereby acknowledge constitutes good and valuable consideration, Buyer and Seller agree to extend the time period to June 18, 1997, in which to negotiate and enter into an Agreement.

Except as described above, the terms and conditions of the Letter, as amended on May 6, 1997, and May 30, 1997, shall not be modified.

This amendment may be signed in counterparts, facsimile signatures to be binding upon receipt by facsimile transmission.

AGREED TO:	AGREED TO:
/s/ Alfred C. Liggins, III	/s/ Carr T. Preston
- ----------	----------
Alfred C. Liggins, III	Carr T. Preston
Radio One, Inc.	Allied Capital Financial Corporation

RADIO ONE, INC. AND SUBSIDIARY

RATIO OF EARNINGS TO FIXED CHARGES

FOR THE YEARS ENDED DECEMBER 27, 1992, DECEMBER 26, 1993
DECEMBER 25, 1994, DECEMBER 31, 1995 AND 1996
AND FOR THE THREE MONTHS ENDED MARCH 31, 1996 AND MARCH 30, 1997

	DECEMBER				
	1992	1993	1994	1995	1996
	(Dollars in Thousands)				
Earnings					
Net income (loss)	$ 127,000	$ 14,000	$ 1,223,000	$ (1,856,000)	$ (3,609,000)
Add:					
Provision for income taxes	-	92,000	30,000	-	-
Extraordinary item	-	138,000	-	468,000	-
Fixed charges (1)	1,198,000	2,086,000	2,783,000	5,588,000	7,762,000
Total earnings	$ 2,108,000	$ 2,330,000	$ 4,036,000	$ 4,200,000	$ 4,153,000
Fixed charges(1)	$ 1,981,000	$ 2,086,000	$ 2,783,000	$ 5,588,000	$ 7,762,000
Ratio of earnings to fixed charges	1.06	1.12	1.45	0.75	0.54

	MARCH	
	1996	1997
Earnings	(UNAUDITED)	
Net income (loss)	$ (1,926,000)	$ (1,960,000)
Add:		
Provision for income taxes	-	-
Extraordinary item	-	-
Fixed charges (1)	1,856,000	1,842,000
Total earnings	$ (70,000)	$ (118,000)
Fixed charges(1)	$ 1,856,000	$ 1,842,000
Ratio of earnings to fixed charges	0.04	0.06

(1) Fixed charges represented interest expense, including amortization of discounts and the component of rent expense believed by management to be representative of the interest factor (one-third of rent expense).

Exhibit 21.1

Subsidiaries

Radio One Licenses, Inc., a Delaware corporation, is the only subsidiary of Radio One, Inc., and does business under the following call letters:

WKYS-FM
WMMJ-FM
WOL-AM
WYCB-AM
WERQ-FM
WOLB-AM
WWIN-FM
WWIN-AM
WPHI-FM

ARTHUR ANDERSEN LLP

CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

As independent public accountants, we hereby consent to the use of our reports and to all references to our Firm included in or made a part of this Registration Statement.

Baltimore, Maryland
June 27, 1997

CONSENT OF INDEPENDENT ACCOUNTANTS

We consent to the inclusion in this registration statement on Form S-4 of our report dated February 3, 1995, on our audits of the financial statements of WKYS-FM, Inc. We also consent to the reference to our firm under the caption "Experts".

Coopers & Lybrand LLP
Denver, Colorado
June 27, 1997

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)_____

UNITED STATES TRUST COMPANY OF NEW YORK
(Exact name of trustee as specified in its charter)

New York	13-3818954
(Jurisdiction of Incorporation or organization if not a U.S. national bank)	(I.R.S. Employer Identification Number)
114 West 47th Street New York, New York (Address of principal executive offices)	10036-1532 (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 No.)
5900 Princess Garden Parkway, 7th Floor Lanham, Maryland (Address of principal executive offices)	20706 (Zip code)

12% Senior Subordinated Notes due 2004
(Title of the indenture securities)

==========

GENERAL

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.

Federal Reserve Bank of New York (2nd District), New York, New York (Board of Governors of the Fecleral Reserve System).
Federal Deposit Insurance Corporation, Washington, D. C.
New York State Banking Department, Albany, New York

(b) Whether it is authorized to exercise corporate trust powers.

The trustee is authorized to exercise corporate trust powers.

2. Affiliations with the Obligor

If the obliger is an affiliate of the trustee, describe each such affiliation.

None.

3,4,5.6,7,8,9,10,11,12,13,14 and 15.

The obliger is currently not in default under any of its outstanding securities for which United States Trust Company of New York is Trustee. Accordingly, responses to Items 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 of Form T-1 ARE not required under General Instruction B.

16. List of Exhibit

T-1.1 -- Organization Certificate, as amended, issued by the State of New York Banking Department to transact business as a Trust Company, is incorporated by reference to Exhibit T-1.1 to Form T-1 filed on September 15, 1995 with the the Commission pursuant to the Trust Indenture Act of 1939, as amended by the Trust Indenture Reform Act of 1990 of 1990 (Registration No. 33-97056).

T-1.2 -- Included in Exhibit T-1.1.

T-1.3 -- Included in Exhibit T-1.1.

16. List of Exhibits (continued)

T-1.4 -- The By-laws of the United States Trust Company of New York, as amended, is incorporated by reference to Exhibit T-1.4 to Form T-1 filed on September 15, 1995 with the Commission pursuant to the Trust Indenture Act of 1939, as amended by the Trust Indenture Reform Act of 1990 (Registration No. 33-97056).

T-1.6 -- The consent of the trustee required by Section 321(b) of the Trust Indenture Act of 1939, as amended by the Trust Indenture Reform Act of 1990.

T-1.7 -- A copy of the latest report of condition of the trustee pursuant to law or the requirements of its supervising or examining authority.

NOTE

As of June 13, 1997, the trustee had 2,999,020 shares of Common Stock outstanding, all of which are owned by its parent company, U. S. Trust Corporation. The term "trustee" in Item 2, refers to each of United States Trust Company of New York and its parent company, U. S. Trust Corporation.

In answering Item 2 in this statement of eligibility, as to matters peculiarly within the knowledge of the obliger or its directors, the trustee has relied upon information furnished to it by the obligor and will rely on information to be furnished by the obliger and the trustee disclaims responsibility for the accuracy or completeness of such information.

Pursuant to the requirements of the Trust Indenture Act of 1939, the trustee, United States Trust Company 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, "hereunto duly authorized, all in the city of New York, and state of New York, on the 13th day of June, 1997.

UNITED STATES TRUST COMPANY OF
NEW YORK, Trustee

By: /s/ Patricia Stermer

Assistant Vice President

EXHIBIT T-1.6

The consent of the trustee required by Section 321(b) of the Act.

United States Trust Company of New York
114 West 47th Street
New York, NY 10036

September 1, 1995

Securities and Exchange Commission
450 5th Street, N.W.
Washington, DC 20549

Gentlemen:

Pursuant to the provisions of Section 321(b) of the Trust Indenture Act of 1939, as amended by the Trust Indenture Reform Act of 1990, and subject to the limitations set forth therein, United States Trust Company of New York ("U.S. Trust") hereby consents that reports of examinations of U.S. Trust by Federal, State, Territorial or District authorities may be furnished by such authorities to the Securities and Exchange Commission upon request therefor.

Very truly yours,

UNITED STATES TRUST COMPANY
OF NEW YORK

By: /s/ Gerard F. Ganey

Senior Vice President

CONSOLIDATED STATEMENT OF CONDITION
DECEMBER 31. 1996

(IN THOUSANDS)

ASSETS	
Cash and Due from Banks	$ 75,754
Short-Term Investments	276,399
Securities, Available For Sale	925,886
Loans	1,638,516
Less: Allowance for Credit Losses	13,168
Net Loans	1,625,348
Premises and Equipment	61,278
Other Assets	120,903
TOTAL ASSETS	$ 3,085,568
LIABILITIES	
Deposits:	
Non-Interest Bearing	$ 645,424
Interest Bearing	1,694,581
Total Deposits	2,340,005
Short-Term Credit Facilities	449,183
Accounts Payable and Accrued Liabilities	139,261
TOTAL LIABILITIES	2,928,449
STOCKHOLDER'S EQUITY	
Common Stock	14,995
Capital Surplus	42,394
Retained Earnings	98,926
Unrealized Gains (Losses) on Securities Available for Sale, Net of Taxes	804
TOTAL STOCKHOLDER'S EQUITY	157,119
TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	$ 3,085,568

I, Richard E. Brinkmann, Senior Vice President & Comptroller of the named bank do hereby declare that this Statement of Condition has been prepared in conformance with the instructions issued by the appropriate regulatory authority and is true to the best of my knowledge and belief.

/s/ Richard E. Brinkmann
- ---
Signature of Officer

April 9, 1997
- ---
Date

This schedule contains summary financial information extracted from the consolidated financial statements of the Company for the three fiscal years ended December 25, 1995, December 31,1995 and December 31, 1996, and for the the three months ended March 31, 1996 and March 30, 1997, and is qualified in its entirety by reference to such financial statements.

1				
US DOLLARS				
YEAR	YEAR	YEAR	3-MOS	3-MOS
DEC-25-1994	DEC-31-1995	DEC-31-1996	DEC-31-1996	DEC-31-1997
JAN-01-1994	JAN-01-1995	JAN-01-1996	JAN-01-1996	JAN-01-1997
DEC-25-1994	DEC-31-1995	DEC-31-1996	MAR-31-1996	MAR-30-1997
1	1	1	1	1
0	2,702,868	1,708,295	0	3,293,452
0	0	0	0	0
0	6,433,086	7,184,295	0	6,334,541
0	(669,400)	(765,200)	0	(865,500)
0	0	0	0	0
0	8,697,341	8,244,788	0	9,097,121
0	5,635,604	5,647,831	0	5,767,064
0	(2,008,173)	(2,640,827)	0	(2,809,921)
0	55,893,572	51,776,780	0	51,481,426
0	4,805,085	7,474,311	0	8,477,056
0	64,585,264	64,936,511	0	65,600,459
0	0	0	0	0
0	0	0	0	0
0	0	1	1	0	1
0	(11,393,514)	(15,002,757)	0	(16,962,804)
0	55,893,572	51,776,780	0	51,481,426
17,856,242	24,625,834	27,026,888	5,274,761	6,298,351
17,856,242	24,625,834	27,026,888	5,274,761	6,298,351
(2,314,825)	(3,171,059)	(3,325,063)	(604,802)	(765,804)
(2,314,825)	(3,171,059)	(3,325,063)	(604,802)	(765,804)
11,661,785	17,642,338	19,982,036	4,803,737	5,748,629
619,841	544,904	1,105,329	140,128	206,806
2,664,873	5,289,054	7,252,377	1,791,834	1,765,328
1,253,134	(1,387,370)	(3,609,243)	(1,925,612)	(1,960,047)
30,500	0	0	0	0
1,222,634	(1,387,370)	(3,609,243)	(1,925,612)	(1,960,047)
0	0	0	0	0
0	(468,233)	0	0	0
0	0	0	0	0
1,222,634	(1,855,603)	(3,609,243)	(1,925,612)	(1,960,047)
0	0	0	0	0
0	0	0	0	0

LETTER OF TRANSMITTAL

To Tender for Exchange
12% Senior Subordinated Notes due 2004
of
RADIO ONE, INC.

Pursuant to the Prospectus Dated _____, 1997

THE EXCHANGE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON _____, 1997 UNLESS EXTENDED (THE "EXPIRATION DATE").

- ---

PLEASE READ CAREFULLY THE ATTACHED INSTRUCTIONS

If you desire to accept the Exchange Offer, this Letter of Transmittal should be completed, signed, and submitted to the Exchange Agent:

By Overnight Courier:	By Hand:	By Registered or Certified Mail:
United States Trust Company of New York	United States Trust Company of New York	United States Trust Company of New York
770 Broadway, 13th Floor	111 Broadway	P.O. Box 844
New York, New York 10003	Lower Level	Attn: Corporate Trust Services
Attn: Corporate Trust Services	Attn: Corporate Trust Services	Cooper Station
	New York, New York 10006	New York, New York 10276-0844

DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY.

FOR ANY QUESTIONS REGARDING THIS LETTER OF TRANSMITTAL OR FOR ANY ADDITIONAL INFORMATION, YOU MAY CONTACT THE EXCHANGE AGENT BY TELEPHONE AT 800-548-6565, OR BY FACSIMILE AT 212-420-6152.

The undersigned hereby acknowledges receipt of the Prospectus dated _____, 1997 (the "Prospectus") of Radio One, Inc., a Delaware corporation (the "Issuer"), and this Letter of Transmittal (the "Letter of Transmittal"), that together constitute the Issuer's offer (the "Exchange Offer") to exchange $1,000 in principal amount of its Series B 12% Senior Subordinated Notes due 2004 (the "Exchange Notes"), which have been registered under the Securities Act of 1933, as amended (the "Securities Act"), pursuant to a Registration Statement, for each $1,000 in principal amount of its outstanding 12% Senior Subordinated Notes due 2004 (the "Notes"), of which $85,478,000 aggregate principal amount is outstanding. Capitalized terms used but not defined herein have the meanings ascribed to them in the Prospectus.

The undersigned hereby tenders the Notes described in Box 1 below (the "Tendered Notes") pursuant to the terms and conditions described in the Prospectus and this Letter of Transmittal. The undersigned is the registered owner of all the Tendered Notes and the undersigned represents that it has received from each beneficial owner of the Tendered Notes ("Beneficial Owners") a duly completed and executed form of "Instruction to Registered Holder and/or Book-Entry Transfer Facility Participant from Beneficial Owner" accompanying this Letter of Transmittal, instructing the undersigned to take the action described in this Letter of Transmittal.

Subject to, and effective upon, the acceptance for exchange of the Tendered Notes, the undersigned hereby exchanges, assigns, and transfers to, or upon the order of, the Issuer, all right, title, and interest in, to, and under the Tendered Notes.

Please issue the Exchange Notes exchanged for Tendered Notes in the name(s) of the undersigned. Similarly, unless otherwise indicated under "Special Delivery Instructions" below (Box 3), please send or cause to be sent the certificates for the Exchange Notes (and accompanying documents, as appropriate) to the undersigned at the address shown below in Box 1.

The undersigned hereby irrevocably constitutes and appoints the Exchange Agent as the true and lawful agent and attorney in fact of the undersigned with respect to the Tendered Notes, with full power of substitution (such power of attorney being deemed to be an irrevocable power coupled with an interest), to (i) deliver the Tendered Notes to the Issuer or cause ownership of the Tendered Notes to be transferred to, or upon the order of, the Issuer, on the books of the registrar for the Notes and deliver 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 which the undersigned is entitled upon acceptance by the Issuer of the Tendered Notes pursuant to the Exchange Offer, and (ii) receive all benefits and otherwise exercise all rights of beneficial ownership of the Tendered Notes, all in accordance with the terms of the Exchange Offer.

The undersigned understands that tenders of Notes pursuant to the

procedures described under the caption "The Exchange Offer" in the Prospectus and in the instructions hereto will constitute a binding agreement between the undersigned and the Issuer upon the terms and subject to the conditions of the Exchange Offer, subject only to withdrawal of such tenders on the terms set forth in the Prospectus under the caption "The Exchange Offer-Withdrawal of Tenders." All authority herein conferred or agreed to be conferred shall survive the death or incapacity of the undersigned and any Beneficial Owner(s), and every obligation of the undersigned or any Beneficial Owners hereunder shall be binding upon the heirs, representatives, successors, and assigns of the undersigned and such Beneficial Owner(s).

The undersigned hereby represents and warrants that the undersigned has full power and authority to tender, exchange, assign, and transfer the Tendered Notes and that the Issuer will acquire good and unencumbered title thereto, free and clear of all liens, restrictions, charges, encumbrances, and adverse claims when the Tendered Notes are acquired by the Issuer as contemplated herein. The undersigned and each Beneficial Owner will, upon request, execute and deliver any additional documents reasonably requested by the Issuer or the Exchange Agent as necessary or desirable to complete and give effect to the transactions contemplated hereby.

The undersigned hereby represents and warrants that the information set forth in Box 2 is true and correct.

By accepting the Exchange Offer, the undersigned hereby represents and warrants that (i) the Exchange Notes to be acquired by the undersigned and any Beneficial Owner(s) in connection with the Exchange Offer are being acquired by the undersigned and any Beneficial Owner(s) in the ordinary course of business of the undersigned and any Beneficial Owner(s), (ii) the undersigned and each Beneficial Owner that are not Participating Broker-Dealers, are not engaged in and do not intend to engage in, and have no arrangement or understanding with any person to engage in, a distribution of the Exchange Notes, (iii) except as otherwise disclosed in writing herewith, neither the undersigned nor any Beneficial Owner is an "affiliate," as defined in Rule 405 under the Securities Act, of the Issuer, and (iv) the undersigned and each Beneficial Owner acknowledge and agree that any person participating in the Exchange Offer with the intention or for the purpose of distributing the Exchange Notes must comply with the registration and prospectus delivery requirements of the Securities Act of 1933, as amended (together with the rules and regulations promulgated thereunder, the "Securities Act"), in connection with a secondary resale of the

Exchange Notes acquired by such person and cannot rely on the position of the Staff of the Securities and Exchange Commission (the "Commission") set forth in the no-action letters that are discussed in the section of the Prospectus entitled "The Exchange Offer." In addition, by accepting the Exchange Offer, the undersigned hereby (i) represents and warrants that, if the undersigned or any Beneficial Owner of the Notes is a Participating Broker-Dealer, such Participating Broker-Dealer acquired the Notes for its own account as a result of market-making activities or other trading activities and has not entered into any arrangement or understanding with the Company or any affiliate of the Company (within the meaning of Rule 405 under the Securities Act) to distribute the Exchange Notes to be received in the Exchange Offer, and (ii) acknowledges that, by receiving Exchange Notes for its own account in exchange for Notes, where such Notes were acquired as a result of market-making activities or other trading activities, such Participating Broker-Dealer will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of such Exchange Notes; 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.

[ ] CHECK HERE IF TENDERED NOTES ARE BEING DELIVERED HEREWITH.

[ ] CHECK HERE IF TENDERED NOTES ARE BEING DELIVERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY PREVIOUSLY DELIVERED TO THE EXCHANGE AGENT AND COMPLETE "Use of Guaranteed Delivery" BELOW (Box 4).

[ ] CHECK HERE IF TENDERED NOTES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER MADE TO THE ACCOUNT MAINTAINED BY THE EXCHANGE AGENT WITH THE BOOKENTRY TRANSFER FACILITY AND COMPLETE "Use of Book-Entry Transfer" BELOW (Box 5).

PLEASE READ THIS ENTIRE LETTER OF TRANSMITTAL
CAREFULLY BEFORE COMPLETING THE BOXES

BOX 1
DESCRIPTION OF NOTES TENDERED
(Attach additional signed pages, if necessary)

Name(s) and Address(es) of Registered Note Holder(s), exactly as name(s) appear(s) on Note Certificate(s) (Please fill in, if blank)	Certificate Number(s) of Notes*	Principal Amount Represented by Certificate(s)	Aggregate Principal Amount Tendered**
Total			

* Need not be completed by persons tendering by book-entry transfer.

** The minimum permitted tender is $1,000 in principal amount of Notes. All other tenders must be in integral multiples of $1,000 of principal amount. Unless otherwise indicated in this column, the principal amount of all Note Certificates identified in this Box 1 or delivered to the Exchange Agent herewith shall be deemed tendered. See Instruction 4.

BOX 2
BENEFICIAL OWNER(S)

State of Principal Residence of Beneficial Owner of Tendered Notes	Principal Amount of Tendered Notes Held for Account of Beneficial Owner

BOX 3
SPECIAL DELIVERY INSTRUCTIONS
(See Instructions 5, 6 and 7)

TO BE COMPLETED ONLY IF EXCHANGE NOTES EXCHANGED FOR NOTES AND UNTENDERED NOTES ARE TO BE SENT TO SOMEONE OTHER THAN THE UNDERSIGNED, OR TO THE UNDERSIGNED AT AN ADDRESS OTHER THAN THAT SHOWN ABOVE.

Mail Exchange Note(s) and any untendered Notes to:
Name(s):

(please print)

Address:

(include Zip Code)

Tax Identification or
Social Security No.:

BOX 4

USE OF GUARANTEED DELIVERY
(See Instruction 2)

TO BE COMPLETED ONLY IF NOTES ARE BEING TENDERED BY MEANS OF A NOTICE OF GUARANTEED DELIVERY.

Name(s) of Registered Holder(s):

Date of Execution of Notice of Guaranteed Delivery:

Name of Institution which Guaranteed Delivery:

BOX 5

USE OF BOOK-ENTRY TRANSFER
(See Instruction 1)

TO BE COMPLETED ONLY IF DELIVERY OF TENDERED NOTES IS TO BE MADE BY BOOK-ENTRY TRANSFER.

Name of Tendering Institution:

Account Number:

Transaction Code Number:

BOX 6

TENDERING HOLDER SIGNATURE
(See Instructions 1 and 5)
In Addition, Complete Substitute Form W-9

X ----------
(Signature of Registered Holder(s) or Authorized Signatory)

Note: The above lines must be signed by the registered holder(s) of Notes as their name(s) appear(s) on the Notes or by persons(s) authorized to become registered holder(s) (evidence of which authorization must be transmitted with this Letter of Transmittal). 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. See Instruction 5.

Name(s):----------

Capacity:----------

Street Address: ----------

(include Zip Code)

Area-Code-and-Telephone Number:

Tax Identification or Social Security Number:

Signature-Guarantee
(If required by Instruction 5)

Authorized-Signature

X ----------

Name:----------
(please print)

Title: ----------

Name of Firm: ----------
(Must be an Eligible Institution as-defined in Instruction 2)

Address: ----------

(include Zip Code)

Area Code and Telephone Number:

Dated: ----------

BOX 7

BROKER-DEALER STATUS

|_| Check this box if the Beneficial Owner of the Notes is a Participating Broker-Dealer and such Participating Broker-Dealer acquired the Notes for its own account as a result of market-making activities or other trading activities.

|_| Check here if you are a Participating Broker-Dealer and wish to receive 10 additional copies of the prospectus and 10 copies of any amendments or supplements thereto.

PAYOR'S NAME: RADIO ONE, INC.

SUBSTITUTE
FORM W-9
Department of the Treasury
Internal Revenue Service

Name (if joint names, list first and circle the name of the person or entity whose number you enter in Part 1 below. See instructions if your name has changed.)

Address:

City, State and ZIP Code:

List account number(s) here (optional)

PART 1--PLEASE PROVIDE YOUR TAXPAYER IDENTIFICATION NUMBER ("TIN") IN THE BOX AT RIGHT AND CERTIFY BY SIGNING AND DATING BELOW

Social Security Number or TIN

PART 2--Check the box if you are NOT subject to backup withholding under the provisions of section 3406(a)(1)(C) of the Internal Revenue Code because (1) you have not been notified that you are subject to backup withholding as a result of failure to report all interest or dividends or (2) the Internal Revenue Service has notified you that you are no longer subject to backup withholding. [ ]

CERTIFICATION--UNDER THE PENALTIES OF PERJURY, I CERTIFY THAT THE INFORMATION PROVIDED ON THIS FORM IS TRUE, CORRECT AND COMPLETE.

Part 3--
Awaiting TIN [ ]

SIGNATURE _____ DATE _____

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM MAY RESULT IN BACKUP WITHHOLDING OF 31% OF ANY PAYMENTS 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.

INSTRUCTIONS TO LETTER OF TRANSMITTAL

FORMING PART OF THE TERMS AND CONDITIONS
OF THE EXCHANGE OFFER

1. DELIVERY OF THIS LETTER OF TRANSMITTAL AND NOTES. A properly completed and duly executed copy of this Letter of Transmittal, including Substitute Form W-9, and any other documents required by this Letter of Transmittal must be received by the Exchange Agent at its address set forth herein, and either certificates for Tendered Notes must be received by the Exchange Agent at its address set forth herein or such Tendered Notes must be transferred pursuant to the procedures for book-entry transfer described in the Prospectus under the caption "Exchange Offer--Book-Entry Transfer" (and a confirmation of such transfer received by the Exchange Agent), in each case prior to 5:00 p.m., New York City time, on the Expiration Date. The method of delivery of certificates for Tendered Notes, this Letter of Transmittal and all other required documents to the Exchange Agent is at the election and 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, registered mail with return receipt requested, properly insured, is recommended. Instead of delivery by mail, it is recommended that the Holder use an overnight or hand delivery service. In all cases, sufficient time should be allowed to assure timely delivery. No Letter of Transmittal or Notes should be sent to the Company. Neither the Issuer nor the registrar is under any obligation to notify any tendering holder of the Issuer's acceptance of Tendered Notes prior to the closing of the Exchange Offer.

2. GUARANTEED DELIVERY PROCEDURES. Holders who wish to tender their Notes but whose Notes are not immediately available, and who cannot deliver their Notes, this Letter of Transmittal or any other documents required hereby to the Exchange Agent prior to the Expiration Date must tender their Notes according to the guaranteed delivery procedures set forth below, including completion of Box 4. Pursuant to such procedures: (i) such tender must be made by or through a firm which is a member of a recognized Medallion Program approved by the Securities Transfer Association Inc. (an "Eligible Institution") and the Notice of Guaranteed Delivery must be signed by the holder; (ii) prior to the Expiration Date, the Exchange Agent must have received from the holder and the Eligible Institution a properly completed and duly executed Notice of Guaranteed Delivery (by mail or hand delivery) setting forth the name and address of the holder, the certificate number(s) of the Tendered Notes and the principal amount of Tendered Notes, stating that the tender is being made thereby and guaranteeing that, within five New York Stock Exchange trading days after the Expiration Date, this Letter of Transmittal together with the certificate(s) representing the Notes and any other required documents will be deposited by the Eligible Institution with the Exchange Agent; and (iii) such properly completed and executed Letter of Transmittal, as well as all other documents required by this Letter of Transmittal and the certificate(s) representing all Tendered Notes in proper form for transfer, must be received by the Exchange Agent within five New York Stock Exchange trading days after the Expiration Date. Any holder who wishes to tender Notes pursuant to the guaranteed delivery procedures described above must ensure that the Exchange Agent receives the Notice of Guaranteed Delivery relating to such Notes prior to 5:00 p.m., New York City time, on the Expiration Date. Failure to complete the guaranteed delivery procedures outlined above will not, of itself, affect the validity or effect a revocation of any Letter of Transmittal form properly completed and executed by an Eligible Holder who attempted to use the guaranteed delivery process.

3. BENEFICIAL OWNER INSTRUCTIONS TO REGISTERED HOLDERS. Only a holder in whose name Tendered Notes are registered on the books of the registrar (or the legal representative or attorney-in-fact of such registered holder) may execute and deliver this Letter of Transmittal. Any Beneficial Owner of Tendered Notes who is not the registered holder must arrange promptly with the registered holder to execute and deliver this Letter of Transmittal on his or her behalf through the execution and delivery to the registered holder of the Instructions to Registered Holder and/or Book-Entry Transfer Facility Participant from Beneficial Owner form accompanying this Letter of Transmittal.

4. PARTIAL TENDERS. Tenders of Notes will be accepted only in integral multiples of $1,000 in principal amount. If less than the entire principal amount of Notes held by the holder is tendered, the tendering holder should fill in the principal amount tendered in the column labeled "Aggregate Principal Amount Tendered" of

the box entitled "Description of Notes Tendered" (Box 1) above. The entire principal amount of Notes delivered to the Exchange Agent will be deemed to have been tendered unless otherwise indicated. If the entire principal amount of all Notes held by the holder is not tendered, then Notes for the principal amount of Notes not tendered and Exchange Notes issued in exchange for any Notes tendered and accepted will be sent to the Holder at his or her registered address, unless a different address is provided in the appropriate box on this Letter of Transmittal, as soon as practicable following the Expiration Date.

5. SIGNATURES ON THE LETTER OF TRANSMITTAL; BOND POWERS AND ENDORSEMENTS; GUARANTEE OF SIGNATURES. If this Letter of Transmittal is signed by the registered holder(s) of the Tendered Notes, the signature must correspond with the name(s) as written on the face of the Tendered Notes without alteration, enlargement or any change whatsoever.

If any of the Tendered Notes are owned of record by two or more joint owners, all such owners must sign this Letter of Transmittal. If any Tendered Notes are held in different names, it will be necessary to complete, sign and submit as many separate copies of the Letter of Transmittal as there are different names in which Tendered Notes are held.

If this Letter of Transmittal is signed by the registered holder(s) of Tendered Notes, and Exchange Notes issued in exchange therefor are to be issued (and any untendered principal amount of Notes is to be reissued) in the name of the registered holder(s), then such registered holder(s) need not and should not endorse any Tendered Notes, nor provide a separate bond power. In any other case, such registered holder(s) must either properly endorse the Tendered Notes or transmit a properly completed separate bond power with this Letter of Transmittal, with the signature(s) on the endorsement or bond power guaranteed by an Eligible Institution.

If this Letter of Transmittal is signed by a person other than the registered holder(s) of any Tendered Notes, such Tendered Notes must be endorsed or accompanied by appropriate bond powers, in each case, signed as the name(s) of the registered holder(s) appear(s) on the Tendered Notes, with the signature(s) on the endorsement or bond power guaranteed by an Eligible Institution.

If this Letter of Transmittal or any Tendered 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, such persons should so indicate when signing and, unless waived by the Issuer, evidence satisfactory to the Issuer of their authority to so act must be submitted with this Letter of Transmittal.

Endorsements on Tendered Notes or signatures on bond powers required by this Instruction 5 must be guaranteed by an Eligible Institution.

Signatures on this Letter of Transmittal must be guaranteed by an Eligible Institution unless the Tendered Notes are tendered (i) by a registered holder who has not completed the box set forth herein entitled "Special Delivery Instructions" (Box 3) or (ii) by an Eligible Institution.

6. SPECIAL DELIVERY INSTRUCTIONS. Tendering holders should indicate, in the applicable box (Box 3), the name and address to which the Exchange Notes and/or substitute Notes for principal amounts not tendered or not accepted for exchange are to be sent, if different from the name and address of the person signing this Letter of Transmittal. In the case of issuance in a different name, the taxpayer identification or social security number of the person named must also be indicated.

7. TRANSFER TAXES. The Issuer will pay all transfer taxes, if any, applicable to the exchange of Tendered Notes pursuant to the Exchange Offer. If, however, a transfer tax is imposed for any reason other than the transfer and exchange of Tendered Notes pursuant to the Exchange Offer, then the amount of any such transfer taxes (whether imposed on the registered holder or on any other person) will be payable by the tendering holder. If satisfactory evidence of payment of such taxes or exemption therefrom is not submitted with this Letter of Transmittal, the amount of such transfer taxes will be billed directly to such tendering holder.

Except as provided in this Instruction 7, it will not be necessary for transfer tax stamps to be affixed to the Tendered Notes listed in this Letter of Transmittal.

8. TAX IDENTIFICATION NUMBER. Federal income tax law requires that the holder(s) of any Tendered Notes which are accepted for exchange must provide the Issuer (as payor) with its correct taxpayer identification number ("TIN"), which, in the case of a holder who is an individual, is his or her social security number. If the Issuer is not provided with the correct TIN, the Holder may be subject to backup withholding and a $50 penalty imposed by the Internal Revenue Service. (If withholding results in an over-payment of taxes, a refund may be obtained.) Certain holders (including, among others, all corporations and certain foreign individuals) are not subject to these backup withholding and reporting requirements. See the enclosed "Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9" for additional instructions.

To prevent backup withholding, each holder of Tendered Notes must provide such holder's correct TIN by completing the Substitute Form W-9 set forth herein, certifying that the TIN provided is correct (or that such holder is awaiting a TIN), and that (i) the holder has not been notified by the Internal Revenue Service that such holder is subject to backup withholding as a result of failure to report all interest or dividends or (ii) the Internal Revenue Service has notified the holder that such holder is no longer subject to backup withholding. If the Tendered Notes are registered in more than one name or are not in the name of the actual owner, consult the "Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9" for information on which TIN to report.

The Issuer reserves the right in its sole discretion to take whatever steps are necessary to comply with the Issuer's obligation regarding backup withholding.

9. VALIDITY OF TENDERS. All questions as to the validity, form, eligibility (including time of receipt), acceptance and withdrawal of Tendered Notes will be determined by the Issuer in its sole discretion, which determination will be final and binding. The Issuer reserves the right to reject any and all Notes not validly tendered or any Notes the Issuer's acceptance of which would, in the opinion of the Issuer or their counsel, be unlawful. The Issuer also reserves the right to waive any conditions of the Exchange Offer or defects or irregularities in tenders of Notes as to any ineligibility of any holder who seeks to tender Notes in the Exchange Offer. The interpretation of the terms and conditions of the Exchange Offer (including this Letter of Transmittal and the instructions hereto) by the Issuer shall be final and binding on all parties. Unless waived, any defects or irregularities in connection with tenders of Notes must be cured within such time as the Issuer shall determine. Neither the Issuer, the Exchange Agent nor any other person shall be under any duty to give notification of defects or irregularities with respect to tenders of Notes, nor shall any of them incur any liability for failure to give such notification. Tenders of Notes will not be deemed to have been made until such defects or irregularities have been cured or waived. Any 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 to the tendering holders, unless otherwise provided in this Letter of Transmittal, as soon as practicable following the Expiration Date.

10. WAIVER OF CONDITIONS. The Company reserves the absolute right to amend, waive or modify any of the conditions in the Exchange Offer in the case of any Tendered Notes.

11. NO CONDITIONAL TENDER. No alternative, conditional, irregular, or contingent tender of Notes or transmittal of this Letter of Transmittal will be accepted.

12. MUTILATED, Lost, Stolen or Destroyed Notes. Any tendering Holder whose Notes have been mutilated, lost, stolen or destroyed should contact the Exchange Agent at the address indicated herein for further instructions.

13. REQUESTS FOR ASSISTANCE OR ADDITIONAL COPIES. Questions and requests for assistance and requests for additional copies of the Prospectus or this Letter of Transmittal may be directed to the Exchange Agent at the address indicated herein. Holders may also contact their broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Exchange Offer.

14. ACCEPTANCE OF TENDERED NOTES AND ISSUANCE OF NOTES; RETURN OF NOTES. Subject to the terms and conditions of the Exchange Offer, the Issuer will accept for exchange all validly tendered Notes as soon as practicable after the Expiration Date and will issue Exchange Notes therefor as soon as practicable after the Expiration Date and will issue Exchange Notes therefor as soon as practicable thereafter.

For purposes of the Exchange Offer, the Issuer shall be deemed to have accepted tendered Notes when, as and if the Issuer has given written or oral notice (immediately followed in writing) thereof to the Exchange Agent. If any Tendered Notes are not exchanged pursuant to the Exchange Offer for any reason, such unexchanged Notes will be returned, without expense, to the undersigned at the address shown in Box 1 or at a different address as may be indicated herein under "Special Delivery Instructions" (Box 3).

15. WITHDRAWAL. Tenders may be withdrawn only pursuant to the procedures set forth in the Prospectus under the caption "The Exchange Offer."

NOTICE OF GUARANTEED DELIVERY

With Respect to
12% Senior Subordinated Notes due 2004
of

RADIO ONE, INC.

Pursuant to the Prospectus Dated _____, 1997

This form must be used by a holder of 12% Senior Subordinated Notes due 2004 (the "Notes") of Radio One, Inc., a Delaware corporation (the "Company"), who wishes to tender Notes to the Exchange Agent pursuant to the guaranteed delivery procedures described in "The Exchange Offer - Guaranteed Delivery Procedures" of the Company's Prospectus, dated _____, 1997 (the "Prospectus") and in Instruction 2 to the related Letter of Transmittal. Any holder who wishes to tender Notes pursuant to such guaranteed delivery procedures must ensure that the Exchange Agent receives this Notice of Guaranteed Delivery prior to the Expiration Date of the Exchange Offer. Capitalized terms used but not defined herein have the meanings ascribed to them in the Prospectus or the Letter of Transmittal.

THE EXCHANGE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON _____, 1997 UNLESS EXTENDED (THE "EXPIRATION DATE").

United States Trust Company of New York
(the "Exchange Agent")

By Overnight Courier:	By Hand:	By Registered or Certified Mail:
United States Trust Company of New York	United States Trust Company of New York	United States Trust Company of New York
770 Broadway, 13th Floor	111 Broadway	P.O. Box 844
New York, New York 10003	Lower Level	Attn: Corporate Trust Services
Attn: Corporate Trust Services	Attn: Corporate Trust Services	Cooper Station
	New York, New York 10006	New York, New York 10276-0844

DELIVERY OF THIS INSTRUMENT TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY.

This form 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 the Company, upon the terms and subject to the conditions set forth in the Prospectus and the related Letter of Transmittal, receipt of which is hereby acknowledged, the principal amount of Notes set forth below pursuant to the guaranteed delivery procedures set forth in the Prospectus and in Instruction 2 of the Letter of Transmittal.

The undersigned hereby tenders the Notes listed below:

CERTIFICATE NUMBER(S) (IF KNOWN) OF NOTES OR ACCOUNT NUMBER AT THE BOOK-ENTRY FACILITY	AGGREGATE PRINCIPAL AMOUNT REPRESENTED	AGGREGATE PRINCIPAL AMOUNT TENDERED

PLEASE SIGN AND COMPLETE

- ---

Signatures of Registered Holder(s) or
Authorized Signatory:_____ Date: _____, 1996
_____ Address:_____

- ---

Name(s) of Registered Holder(s):_____ Area Code and Telephone No._____

- ---

- ---

- ---

This Notice of Guaranteed Delivery must be signed by the Holder(s) exactly as their name(s) appear on certificates for Notes or on a security position listing as the owner of Notes, or by person(s) authorized to become Holder(s) by endorsements 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 provide the following information.

Please print name(s) and address(es)

Name(s): _____

- ---

Capacity: _____

Address(es):_____

- ---

GUARANTEE
(Not to be used for signature guarantee)

The undersigned, a firm which is a member of a registered national securities exchange or of the National Association of Securities Dealers, Inc., or is a commercial bank or trust company having an office or correspondent in the United States, or is otherwise an "eligible guarantor institution" within the meaning of Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended, guarantees deposit with the Exchange Agent of the Letter of Transmittal (or facsimile thereof), together with the Notes tendered hereby in proper form for transfer (or confirmation of the book-entry transfer of such Notes into the Exchange Agent's account at the Book-Entry Transfer Facility described in the prospectus under the caption "The Exchange Offer -- Guaranteed Delivery Procedures" and in the Letter of Transmittal) and any other required documents, all by 5:00 p.m., New York City time, on the fifth New York Stock Exchange trading day following the Expiration Date.

Name of firm_____

Address_____

_____
(Include Zip Code)

Area Code and Tel. No. _____

_____
(Authorized Signature)

Name_____
(Please Print)

Title_____

Dated_____, 1996

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

DO NOT SEND SECURITIES WITH THIS FORM. ACTUAL SURRENDER OF SECURITIES MUST BE MADE PURSUANT TO, AND BE ACCOMPANIED BY, AN EXECUTED LETTER OF TRANSMITTAL.

INSTRUCTIONS FOR NOTICE OF GUARANTEED DELIVERY

1. Delivery of this Notice of Guaranteed Delivery. A properly completed and duly executed copy of this Notice of Guaranteed Delivery and any other documents required by this Notice of Guaranteed Delivery must be received by the Exchange Agent at its address set forth herein prior to the Expiration Date. The method of delivery of this Notice of Guaranteed Delivery and any other required documents to the Exchange Agent is at the election and sole risk of the holder, and the delivery will be deemed made only when actually received by the Exchange Agent. If delivery is by mail, registered mail with return receipt requested, properly insured, is recommended. As an alternative to delivery by mail, the holders may wish to consider using an overnight or hand delivery service. In all cases, sufficient time should be allowed to assure timely delivery. For a description of the guaranteed delivery procedures, see Instruction 2 of the Letter of Transmittal.

2. Signatures on this Notice of Guaranteed Delivery. If this Notice of Guaranteed Delivery is signed by the registered holder(s) of the Notes referred to herein, the signature must correspond with the name(s) written on the face of the Notes without alteration, enlargement, or any change whatsoever. If this Notice of Guaranteed Delivery is signed by a participant of the Book-Entry Transfer Facility whose name appears on a security position listing as the owner of the Notes, the signature must correspond with the name shown on the security position listing as the owner of the Notes.

If this Notice of Guaranteed Delivery is signed by a person other than the registered holder(s) of any Notes listed or a participant of the Book-Entry Transfer Facility, this Notice of Guaranteed Delivery must be accompanied by appropriate bond powers, signed as the name of the registered holder(s) appears on the Notes or signed as the name of the participant shown on the Book-Entry Transfer Facility's security position listing.

If this Notice of Guaranteed Delivery is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or other person acting in a fiduciary or representative capacity, such person should so indicate when signing and submit with the Letter of Transmittal evidence satisfactory to the Company of such person's authority to so act.

3. Requests for Assistance or Additional Copies. Questions and requests for assistance and requests for additional copies of the Prospectus may be directed to the Exchange Agent at the address specified in the Prospectus. Holders may also contact their broker, dealer, commercial bank, trust company, or other nominee for assistance concerning the Exchange Offer.

INSTRUCTIONS TO REGISTERED HOLDER AND/OR
BOOK-ENTRY TRANSFER FACILITY PARTICIPANT FROM BENEFICIAL OWNER

OF

RADIO ONE, INC.

12% SENIOR SUBORDINATED NOTES DUE 2004

To Registered Holder and/or Participant of the Book-Entry Transfer Facility:

The undersigned hereby acknowledges receipt of the Prospectus, dated _____, 1997 (the "Prospectus") of Radio One, Inc., a Delaware corporation (the "Company"), and the accompanying Letter of Transmittal (the "Letter of Transmittal"), that together constitute the Company's offer (the "Exchange Offer"). 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 book-entry transfer facility participant, as to action to be taken by you relating to the Exchange Offer with respect to the 12% Senior Subordinated Notes due 2004 (the "Notes") held by you for the account of the undersigned.

The aggregate face amount of the Notes held by you for the account of the undersigned is (fill in amount):

$ of the 12% Senior Subordinated Notes due 2004

With respect to the Exchange Offer, the undersigned hereby instructs you (CHECK APPROPRIATE BOX):

[ ] TO TENDER the following Notes held by you for the account of the undersigned (INSERT PRINCIPAL AMOUNT OF NOTES TO BE TENDERED, IF ANY): $

[ ] NOT TO TENDER any Notes held by you for the account of the undersigned.

If the undersigned instructs you to tender the Notes held by you for the account of the undersigned, it is understood that you are authorized (a) to make, on behalf of the undersigned (and the undersigned, by its signature below, hereby makes to you), the representation 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's principal residence is in the state of (fill in state) , (ii) the undersigned is acquiring the Exchange Notes in the ordinary course of business of the undersigned, (iii) the undersigned is not participating, does not participate, and has no arrangement or understanding with any person to participate in the distribution of the Exchange Notes, (iv) the undersigned acknowledges that any person participating in the Exchange Offer for the purpose of distributing the Exchange Notes must comply with the registration and prospectus delivery requirements of the Securities Act of 1933, as amended (the "Act"), in connection with a secondary resale transaction of the Exchange Notes acquired by such person and cannot rely on the position of the Staff of the Securities and Exchange Commission set forth in no-action letters that are discussed in the section of the Prospectus entitled "The Exchange Offer--Resales of the Exchange Notes," and (v) the undersigned is not an "affiliate," as defined in Rule 405 under the Act, of the Company; (b) to agree, on behalf of the undersigned, as set forth in the Letter of Transmittal; and (c) to take such other action as necessary under the Prospectus or the Letter of Transmittal to effect the valid tender of such Notes.

SIGN HERE

Name of beneficial owner(s): ----------

Signature(s):----------

Name (please print):----------

Address: ----------

Telephone number: ----------

Taxpayer Identification or Social Security Number: ----------

Date: ----------

- ----------