

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT PURSUANT TO SECTION 13 OR 15 (D)
OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report December 28, 1998
(Date of earliest event reported)

Commission File No. 333-30795

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

DELAWARE
(State or other jurisdiction of
incorporation or organization)

52-1166660
(I.R.S. Employer Identification No.)

5900 PRINCESS GARDEN PARKWAY,
8TH FLOOR
LANHAM, MARYLAND 20706
(Address of principal executive offices)

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

ITEM 2. ACQUISITION OR DISPOSITION OF ASSETS.

On December 28, 1998, Radio One, Inc. (the "Company"), completed its acquisition of Allur-Detroit, Inc. ("Allur-Detroit"), a Delaware corporation, pursuant to a Stock Purchase Agreement among the shareholders of Allur-Detroit and the Company dated October 26, 1998. As a result of the transaction, the Company purchased 100% of the capital stock of Allur-Detroit for approximately \$26.5 million in cash, subject to certain adjustments. The acquisition was financed through a combination of cash of approximately \$2.5 million and debt of approximately \$24.0 million borrowed under a \$57.5 million credit facility provided by Credit Suisse First Boston as the Agent and NationsBank, N.A., as the Documentation Agent (the "Credit Agreement").

Allur-Detroit, which owns one radio station in the Detroit, Michigan, market, will operate as a wholly-owned subsidiary of the Company which has its headquarters in Lanham, Maryland.

ITEM 5. OTHER EVENTS.

Pursuant to the requirements of the Credit Agreement, the Company formed a new entity, Allur Licenses, Inc. ("Allur Licenses"), a Delaware corporation, as a wholly-owned subsidiary of Allur-Detroit. Contemporaneous with the acquisition of the stock of Allur-Detroit, the licenses of the radio stations owned by Allur-Detroit were assigned to Allur Licenses, Inc..

ITEM 7. FINANCIAL STATEMENTS, PRO FORMA FINANCIAL INFORMATION AND EXHIBITS.

(a) Financial Statements of Business Acquired.

Financial statements for Allur-Detroit are not available at this time, and will be filed in an amendment to this 8-K within 60 days of the date hereof.

(b) Pro Forma Financial Information.

The pro forma financial information is not available at this time, and will be filed in an amendment to this 8-K within 60 days of the date hereof.

(c) Exhibits.

4.1 Second Supplemental Indenture dated as of December 23, 1998, to Indenture dated as of May 15, 1997, by and among Radio One, Inc., as Issuer and United States Trust Company of New York, as Trustee, by and among Radio One, Inc., Allur-Detroit, Allur Licenses, Inc., and United States Trust Company of New York, as Trustee.

SIGNATURE

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

RADIO ONE, INC.

/s/ Scott R. Royster

January 11, 1998

Scott R. Royster
Executive Vice President and Chief Financial Officer
(Principal Accounting Officer)

RADIO ONE, INC., ALLUR-DETROIT, INC. and ALLUR LICENSES, INC.

and

UNITED STATES TRUST COMPANY OF NEW YORK, as Trustee

SECOND SUPPLEMENTAL INDENTURE

Dated as of December 28, 1998

to

INDENTURE

Dated as of May 15, 1997

by and among

RADIO ONE, INC., as Issuer

and

UNITED STATES TRUST COMPANY OF NEW YORK, as Trustee

\$85,478,000

12% Senior Subordinate Notes Due 2004

SECOND SUPPLEMENTAL INDENTURE dated as of December 28, 1998, by and among RADIO ONE, INC. ("ROI" or the "Company"), a Delaware corporation, ALLUR-DETROIT, INC., a Delaware corporation, ("Allur-Detroit"), ALLUR LICENSES, INC. ("Allur Licenses"), a Delaware corporation, and UNITED STATES TRUST COMPANY OF NEW YORK (the "Trustee").

WHEREAS, the Company heretofore executed and delivered to the Trustee an Indenture dated as of May 15, 1997 (the "Indenture"), providing for the issuance of \$85,478,000 aggregate principal amount of the Company's 12% Senior Subordinated Notes Due 2004 (the "Notes"); and

WHEREAS, Allur-Detroit is a wholly owned subsidiary of ROI and Allur Licenses is a wholly owned subsidiary of Allur-Detroit; and

WHEREAS, Allur-Detroit and Allur Licenses desire by this Second Supplemental Indenture to expressly become Subsidiary Guarantors bound by the Subsidiary Guarantee of the Securities set forth in Article 11 of the Indenture; and

WHEREAS, the execution and delivery of this Second Supplemental Indenture has been authorized by resolutions of the Board of Directors of Allur-Detroit and Allur Licenses; and

WHEREAS, all conditions and requirements necessary to make this Second Supplemental Indenture a valid, binding and legal instrument in accordance with its terms have been performed and fulfilled by the parties hereto and the execution and delivery thereof have been in all respects duly authorized by the parties hereto.

NOW, THEREFORE, in consideration of the above premises, each party agrees, for the benefit of the other and for the equal and ratable benefit of the Holders of the Notes, as follows:

ARTICLE 1

ASSUMPTION OF OBLIGATIONS

Section 1.01. Assumption. Allur-Detroit and Allur Licenses hereby expressly agree to become Subsidiary Guarantors of the Securities set forth in Article 11 of the Indenture and to assume all such Obligations (as such term is defined in the Indenture) as set forth in Article 11 of the Indenture. Any Notes delivered after the date of this Second Supplemental Indenture, including Notes delivered in substitution or exchange for any outstanding Notes, as provided in the Indenture, may be executed and delivered by Radio One, Inc. in its own name, with such notations, legends or endorsements required by law, stock exchange rules or usage, and each such Note shall constitute the obligation of Allur-Detroit and Allur Licenses.

ARTICLE II

MISCELLANEOUS PROVISIONS

Section 2.01. Terms Defined. For all purposes of this Second Supplemental Indenture, except as otherwise defined or unless the context otherwise requires, terms used in capitalized form in this Second Supplemental Indenture and defined in the Indenture have the meanings specified in the Indenture.

Section 2.02. Indenture. Except as amended hereby, the Indenture and the Notes are in all respects ratified and confirmed and all the terms shall remain in full force and effect.

Section 2.03. Governing Law. THIS SECOND SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, AS APPLIED TO CONTRACTS MADE AND PERFORMED WITHIN THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS. Each of the parties hereto agrees to submit to

the jurisdiction of the courts of the State of New York in any action or proceeding arising out of or relating to this Second Supplemental Indenture, provided that such jurisdiction shall be non-exclusive.

Section 2.04. Successors. All agreements of Allur-Detroit and Allur Licenses in this Second Supplemental Indenture and the Notes shall bind its successors. All agreements of the Trustee in this Indenture shall bind its successor.

Section 2.05. Multiple Counterparts. The parties may sign multiple counterparts of this Second Supplemental Indenture. Each signed counterpart shall be deemed an original, but all of them together represent the same agreement.

Section 2.06. Effectiveness. The provisions of this Second Supplemental Indenture will take effect immediately upon its execution and delivery by the Trustee and satisfaction with all of the conditions set forth in Section 4.12 of the Indenture.

Section 2.07. Trustee Disclaimer. The Trustee accepts the amendment of the Indenture effected by this Second Supplemental Indenture and agrees to execute the trust created by the Indenture and agrees to execute the trust created by the Indenture as hereby amended, but only upon the terms and conditions set forth in the Indenture, including the terms and provisions defining and limiting the liabilities and responsibilities of the Trustee, which terms and provisions shall in like manner define and limit its liabilities and responsibilities in the performance of the trust created by the Indenture as hereby amended, and without limiting the generality of the foregoing, the Trustee shall not be responsible in any manner whatsoever for or with respect to any of the recitals or statements contained herein, all of which recitals or statements are made solely by Allur-Detroit and Allur Licenses, or for or with respect to (i) the validity or sufficiency of this Second Supplemental Indenture or any of the terms or provisions hereof, (ii) the proper authorization hereof by Allur-Detroit and Allur Licenses by corporate action or otherwise, (iii) the due execution hereof by Allur-Detroit and Allur Licenses, (iv) the consequences

(direct or indirect and whether deliberate or inadvertent) of any amendment hereby provided for, and the Trustee makes no representation with respect to any such matters.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Second Supplemental Indenture to be duly executed as of the date first written above.

RADIO ONE, INC.

By:/s/ Alfred C. Liggins, III

Name: Alfred C. Liggins, III
Title: President

ALLUR-DETROIT, INC.

By:/s/ Alfred C. Liggins, III

Name: Alfred C. Liggins, III
Title: President

ALLUR LICENSES, INC.

By:/s/ Alfred C. Liggins, III

Name: Alfred C. Liggins, III
Title: President

Attest:

UNITED STATES TRUST COMPANY of
NEW YORK, as Trustee

By:/s/ Patricia Stermer

Name: Patricia Stermer
Title: Assistant Vice President