

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

Form 10-K

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2018

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934 (NO FEE REQUIRED)

For the transition period from to

Commission File No. 0-25969

URBAN 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.)

**1010 Wayne Avenue,
14th Floor
Silver Spring, Maryland 20910**
(Address of principal executive offices)

**Registrant's telephone number, including area code
(301) 429-3200**

**Securities registered pursuant to Section 12(b) of the Act:
None**

**Securities registered pursuant to Section 12(g) of the Act:
Class A Common Stock, \$.001 par value
Class D Common Stock, \$.001 par value**

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Exchange Act. Yes No

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

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of the registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer Non-accelerated filer
Smaller reporting company Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company as defined in Rule 12b-2 of the Exchange Act. Yes No

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

Class	Outstanding at March 4, 2019
Class A Common Stock, \$.001 par value	1,626,790
Class B Common Stock, \$.001 par value	2,861,843
Class C Common Stock, \$.001 par value	2,928,906

The aggregate market value of common stock held by non-affiliates of the Registrant, based upon the closing price of the Registrant's Class A and Class D common stock on June 30, 2018, was approximately \$58.8 million, thus qualifying the Company for smaller reporting company status.

URBAN ONE, INC. AND SUBSIDIARIES

Form 10-K
For the Year Ended December 31, 2018

TABLE OF CONTENTS

	Page
<u>PART I</u>	
<u>Item 1. Business</u>	<u>5</u>
<u>Item 1A. Risk Factors</u>	<u>19</u>
<u>Item 1B. Unresolved Staff Comments</u>	<u>26</u>
<u>Item 2. Properties</u>	<u>27</u>
<u>Item 3. Legal Proceedings</u>	<u>27</u>
<u>Item 4. Mine Safety Disclosure</u>	<u>27</u>
<u>PART II</u>	
<u>Item 5. Market for Registrant’s Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities</u>	<u>28</u>
<u>Item 6. Selected Financial Data</u>	<u>29</u>
<u>Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations</u>	<u>30</u>
<u>Item 7A. Quantitative and Qualitative Disclosure About Market Risk</u>	<u>52</u>
<u>Item 8. Financial Statements and Supplementary Data</u>	<u>52</u>
<u>Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure</u>	<u>52</u>
<u>Item 9A. Controls and Procedures</u>	<u>52</u>
<u>Item 9B. Other Information</u>	<u>52</u>
<u>PART III</u>	
<u>Item 10. Directors and Executive Officers of the Registrant</u>	<u>53</u>
<u>Item 11. Executive Compensation</u>	<u>53</u>
<u>Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters</u>	<u>53</u>
<u>Item 13. Certain Relationships and Related Transactions</u>	<u>53</u>
<u>Item 14. Principal Accounting Fees and Services</u>	<u>53</u>
<u>PART IV</u>	
<u>Item 15. Exhibits and Financial Statement Schedules</u>	<u>54</u>
<u>Item 16. Form 10-K Summary</u>	<u>57</u>
<u>SIGNATURES</u>	<u>58</u>

CERTAIN DEFINITIONS

Unless otherwise noted, throughout this report, the terms “Urban One,” “the Company,” “we,” “our,” and “us” refer to Urban One, Inc. together with all of its subsidiaries.

We use the terms “local marketing agreement” (“LMA”) or time brokerage agreement (“TBA”) in various places in this report. An LMA or a TBA is an agreement under which a Federal Communications Commission (“FCC”) licensee of a radio station makes available, for a fee, air time on its station to another party. The other party provides programming to be broadcast during the airtime and collects revenues from advertising it sells for broadcast during that programming. In addition to entering into LMAs or TBAs, we will, from time to time, enter into management or consulting agreements that provide us with the ability, as contractually specified, to assist current owners in the management of radio station assets that we have contracted to purchase, subject to FCC approval. In such arrangements, we generally receive a contractually specified management fee or consulting fee in exchange for the services provided.

The term “broadcast and digital operating income” is used throughout this report. Net income (loss) before depreciation and amortization, income taxes, interest expense, interest income, noncontrolling interests in income of subsidiaries, other (income) expense, corporate selling, general and administrative, expenses, stock-based compensation, impairment of long-lived assets, (gain) loss on retirement of debt and gain on sale-leaseback, is commonly referred to in the radio broadcasting industry as “station operating income.” However, given the diverse nature of our business, station operating income is not truly reflective of our multi-media operation and, therefore, we now use the term broadcast and digital operating income. Broadcast and digital operating income is not a measure of financial performance under accounting principles generally accepted in the United States (“GAAP”). Nevertheless, broadcast and digital operating income is a significant basis used by our management to evaluate the operating performance of our core operating segments. Broadcast and digital operating income provides helpful information about our results of operations, apart from expenses associated with our fixed and long-lived intangible assets, income taxes, investments, impairment charges, debt financings and retirements, corporate overhead and stock-based compensation. Our measure of broadcast and digital operating income is similar to our historic use of station operating income; however, it reflects our more diverse business, and therefore, may not be similar to “station operating income” or other similarly titled measures as used by other companies. Broadcast and digital operating income does not represent operating loss or cash flow from operating activities, as those terms are defined under GAAP, and should not be considered as an alternative to those measurements as an indicator of our performance.

The term “broadcast and digital operating income margin” is also used throughout this report. Broadcast and digital operating income margin represents broadcast and digital operating income as a percentage of net revenue. Broadcast and digital operating income margin is not a measure of financial performance under GAAP. Nevertheless, we believe that broadcast and digital operating income margin is a useful measure of our performance because it provides helpful information about our profitability as a percentage of our net revenue. Broadcast and digital operating margin includes results from all four segments (radio broadcasting, Reach Media, digital and cable television).

Unless otherwise indicated:

- we obtained total radio industry revenue levels from the Radio Advertising Bureau (the “RAB”);
- we obtained audience share and ranking information from Nielsen Audio, Inc. (“Nielsen”); and
- we derived historical market statistics and market revenue share percentages from data published by Miller, Kaplan, Arase & Co., LLP (“Miller Kaplan”), a public accounting firm that specializes in serving the broadcasting industry and BIA/Kelsey (“BIA”), a media and telecommunications advisory services firm.

Cautionary Note Regarding Forward-Looking Statements

Our disclosure and analysis in this annual report on Form 10-K concerning our operations, cash flows and financial position, including, in particular, the likelihood of our success in developing and expanding our business, include forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. These forward-looking statements do not relay historical facts, but rather reflect our current expectations concerning future operations, results and events. All statements other than statements of historical fact are “forward-looking statements” including any projections of earnings, revenues or other financial items; any statements of the plans, strategies and objectives of management for future operations; any statements concerning proposed new services or developments; any statements regarding future economic conditions or performance; any statements of belief; and any statements of assumptions underlying any of the foregoing. You can identify some of these forward-looking statements by our use of words such as “anticipates,” “expects,” “intends,” “plans,” “believes,” “seeks,” “likely,” “may,” “should,” “estimates” and similar expressions. You can also identify a forward-looking statement in that such statements discuss matters in a way that anticipates operations, results or events that have not already occurred but rather will or may occur in future periods. We cannot guarantee that we will achieve any forward-looking plans, intentions, results, operations or expectations. Although these statements are based upon assumptions we consider reasonable, as they contemplate future events, they are subject to risks and uncertainties, some of which are beyond our control that could cause actual results to differ materially from those forecasted or anticipated in the forward-looking statements. These risks, uncertainties and factors include (in no particular order), but are not limited to:

- economic volatility, financial market unpredictability and fluctuations in the United States and other world economies that may affect our business and financial condition, and the business and financial conditions of our advertisers;
- our high degree of leverage, certain cash commitments related thereto and potential inability to finance strategic transactions given fluctuations in market conditions;
- fluctuations in the local economies of the markets in which we operate (particularly our largest markets, Atlanta; Baltimore; Houston; and Washington, DC) could negatively impact our ability to meet our cash needs and our ability to maintain compliance with our debt covenants;
- fluctuations in the demand for advertising across our various media;
- risks associated with the implementation and execution of our business diversification strategy;
- regulation by the Federal Communications Commission (“FCC”) relative to maintaining our broadcasting licenses, enacting media ownership rules and enforcing of indecency rules;
- changes in our key personnel and on-air talent;
- increases in competition for and in the costs of our programming and content, including on-air talent and content production or acquisitions costs;
- financial losses that may be incurred due to impairment charges against our broadcasting licenses, goodwill, and other intangible assets;
- increased competition for advertising revenues with other radio stations, broadcast and cable television, newspapers and magazines, outdoor advertising, direct mail, internet radio, satellite radio, smart phones, tablets, and other wireless media, the internet, social media, and other forms of advertising;
- the impact of our acquisitions, dispositions and similar transactions, as well as consolidation in industries in which we and our advertisers operate; and
- other factors mentioned in our filings with the Securities and Exchange Commission (“SEC”) including the factors discussed in detail in Item 1A, “Risk Factors,” contained in this report.

You should not place undue reliance on these forward-looking statements, which reflect our views as of the date of this report. We undertake no obligation to publicly update or revise any forward-looking statements because of new information, future events, or otherwise.

PART I

ITEM 1. BUSINESS

Overview

Urban One, Inc. (a Delaware corporation originally formed in 1980 and hereinafter referred to as “Urban One”) and its subsidiaries (collectively, the “Company”) is an urban-oriented, multi-media company that primarily targets African-American and urban consumers. Our core business is our radio broadcasting franchise which is the largest radio broadcasting operation that primarily targets African-American and urban listeners. As of December 31, 2018, we owned and/or operated 60 broadcast stations (including all HD stations, translator stations and the low power television station we operate) located in 15 of the most populous African-American markets in the United States. While a core source of our revenue has historically been and remains the sale of local and national advertising for broadcast on our radio stations, our strategy is to operate the premier multi-media entertainment and information content provider targeting African-American and urban consumers. Thus, we have diversified our revenue streams by making acquisitions and investments in other complementary media properties. Our diverse media and entertainment interests include TV One, LLC (“TV One”), an African-American targeted cable television network; our 80.0% ownership interest in Reach Media, Inc. (“Reach Media”) which operates the Tom Joyner Morning Show and our other syndicated programming assets, including the Rickey Smiley Morning Show, the Russ Parr Morning Show and the DL Hughley Show; and Interactive One, LLC (“Interactive One”), our wholly owned digital platform serving the African-American community through social content, news, information, and entertainment websites, including its Cassius and Bossip, HipHopWired and MadameNoire digital platforms and brands. We also have invested in a minority ownership interest in MGM National Harbor, a gaming resort located in Prince George’s County, Maryland. Through our national multi-media operations, we provide advertisers with a unique and powerful delivery mechanism to the African-American and urban audiences.

Recent Developments

On January 19, 2019, the Company launched CLEO TV, a lifestyle and entertainment network targeting Millennial and Gen X women of color. CLEO TV offers quality content that defies negative and cultural stereotypes of today’s modern women. The results of CLEO TV’s operations will be reflected in the Company’s cable television segment.

On January 17, 2019, the Company announced that it had given the required notice (“2020 Redemption Notice”) under the indenture governing its 9.25% Senior Subordinated Notes due 2020 (the “2020 Notes”) to redeem for cash all outstanding aggregate principal amount of its Notes to the extent outstanding on February 15, 2019 (the “Redemption Date”). The redemption price for the 2020 Notes was 100.0% of the principal amount of the Notes, plus accrued and unpaid interest to the Redemption Date.

On December 4, 2018, the Company and certain of its subsidiaries entered into a credit agreement (“2018 Credit Facility”), among the Company, the lenders party thereto from time to time, Wilmington Trust, National Association, as administrative agent, and TCG Senior Funding L.L.C, as sole lead arranger and sole book-runner. The 2018 Credit Facility, provided \$192.0 million in term loan borrowings. Concurrently, on December 4, 2018, Urban One Entertainment SPV, LLC and its immediate parent, Radio One Entertainment Holdings, LLC, each of which is a wholly owned subsidiary of the Company, entered into a credit agreement, providing \$50.0 million in term loan borrowings (the “MGM National Harbor Loan”). The net proceeds of term loan borrowings under the 2018 Credit Facility and the MGM National Harbor Loan were used to refinance and redeem substantially all of the Company’s outstanding 2020 Notes. Simultaneously with entry into the 2018 Credit Facility and the MGM National Harbor Loan, the Company announced the launch of a cash tender offer for any and all of its 2020 Notes. Under the Tender Offer, the Company accepted for purchase \$213,255,000 aggregate principal amount of the 2020 Notes, and paid for such 2020 Notes on December 20, 2018. Concurrently with that settlement, the Company also repurchased at par of approximately \$29.7 million aggregate principal amount of 2020 Notes from certain lenders under the new credit facilities. Immediately following these settlements, approximately \$2.0 million aggregate principal amount of 2020 Notes remained outstanding. Such 2020 Notes were the subject of the 2020 Redemption Notice described above. The 2018 Credit Facility and MGM National Harbor Loan are more fully described in Note 9 of our consolidated financial statements — *Long-Term Debt*.)

On August 9, 2018, the Company closed on the acquisition of the assets of the radio station The Team 980 (WTEM 980 AM) from Red Zebra Broadcasting. Upon closing, the Company also entered into an agreement with the Washington Redskins to ensure that all Redskins games, as well as pregame and postgame programming, will remain on The Team 980. The Company’s purchase accounting to reflect the fair value of assets acquired and liabilities assumed consisted of approximately \$2.0 million to radio broadcasting licenses, \$1.1 million to land and land improvements, \$512,000 to towers, \$91,000 to goodwill, \$206,000 to advertiser agreements, and \$254,000 to other property and equipment assets.

On August 8, 2018, the Company closed on a sale of the assets of one of its Detroit, Michigan, radio stations, WPZR-FM (102.7 FM), to Educational Media Foundation, of California, for total consideration of approximately \$12.7 million, of which approximately \$12.2 million was received in cash. As part of the deal, the Company received 3 FM translators that service the Detroit metropolitan area. These signals were combined with the existing FM translator to multicast the Detroit Praise Network. The Company recognized an immaterial loss on the sale of the station during the year ended December 31, 2018.

On August 3, 2017, the Company sold the assets of its Detroit WCHB-AM station for \$2.0 million and recognized an immaterial loss on the sale of the station during the year ended December 31, 2017.

Effective May 5, 2017, the Company changed its corporate name from “Radio One, Inc.” to “Urban One, Inc.” to have a name more reflective of our multi-media business operations and strategy. Our core radio broadcasting franchise continues to operate under the brand “Radio One.” We also continue to retain our other brands, such as TV One, Reach Media and Interactive One, while developing additional branding reflective of our diverse media operations and targeting our African-American and urban audiences.

On April 28, 2017, the Company acquired certain assets constituting the websites and brands Bossip, HipHopWired and MadameNoire from Moguldom Media Group, LLC. The assets were integrated into the Company’s digital segment. The consideration for the assets was a \$5 million payment at closing, with further potential earn-out payments of up to \$5 million over the next 4 years contingent upon performance. Total cash consideration paid at closing was approximately \$5.0 million. The Company’s purchase accounting to reflect the fair value of assets acquired and liabilities assumed consisted of \$22,000 to property and equipment, approximately \$1.2 million to brand and trade names, \$4.6 million to goodwill, \$1.4 million to customer relationships and \$322,000 to other intangible assets, offset by estimated contingent consideration of approximately \$2.2 million and other liabilities of \$263,000.

On April 20, 2017, the Company announced an agreement for the acquisition of Red Zebra Broadcasting’s WWXT-FM and WXGI-AM stations. With this acquisition, the Company expanded its Washington, DC market presence and diversified its Richmond market presence. Washington, DC’s WMMJ MAJIC 102.3 FM programming is now simulcast on WDCJ 92.7 FM which is expected to grow its listenership. In Richmond, the Company diversified its all-music cluster with the addition of the sports radio format of WXGI 950 AM and the simulcast the new Richmond ESPN Radio on 1240 AM and 102.7 FM. The Company completed the acquisition of the stations on June 23, 2017, and total consideration paid was approximately \$2.0 million. The Company’s purchase accounting to reflect the fair value of assets acquired and liabilities assumed consisted of approximately \$1.6 million to radio broadcasting licenses, \$47,000 to goodwill, \$206,000 to property and equipment and \$114,000 to other intangible assets.

On January 30, 2017, the Company entered into an asset purchase agreement to sell certain land, towers and equipment to a third party for \$25 million. On May 2, 2017, the Company closed on the sale, and began leasing certain of the assets back from the buyer as a part of its normal operations. The Company received proceeds of approximately \$25.0 million, resulting in an overall net gain on sale of approximately \$22.5 million, of which approximately \$14.4 million was recognized immediately during the second quarter, and approximately \$8.1 million which was deferred and will be recognized into income over the lease term of ten years.

Segments

As part of our consolidated financial statements, consistent with our financial reporting structure and how the Company currently manages its businesses, we have provided selected financial information on the Company’s four reportable segments: (i) radio broadcasting; (ii) cable television; (iii) Reach Media; and (iv) digital.

Our Radio Station Portfolio, Strategy and Markets

As noted above, our core business is our radio broadcasting franchise that is the largest radio broadcasting operation that primarily targets African-American and urban listeners. We strive to build clusters of radio stations in our markets, with each radio station targeting different demographic segments of the African-American population. This clustering and programming segmentation strategy allows us to achieve greater penetration within the distinct segments of our overall target market. In addition, we have been able to achieve operating efficiencies by consolidating office and studio space where possible to minimize duplicative management positions and reduce overhead expenses. Depending on market conditions, changes in ratings methodologies and economic and demographic shifts, from time to time, we may reprogram some of our stations in underperforming segments of certain markets.

As of December 31, 2018, we owned and/or operated 60 broadcast stations (including all HD stations, translator stations and the low power television station we operate) located in 15 of the most populous African-American markets in the United States. The following tables set forth further selected information about our portfolio of radio stations as of December 31, 2018.

Market	Urban One		Entire Audience Four Book Average Audience Share(2)	Ranking by Size of African-American Population Persons 12+(3)	Market Data	
	Number of Stations(1)				Estimated Fall 2018 Metro Population Persons 12+	
	FM	AM			Total (millions)	African- American %
Atlanta*	5	-	13.3	2	4.9	35.2
Washington, DC	4	3	13.3	3	5.0	26.9
Houston	3	-	11.4	5	5.9	17.5
Dallas	2	-	4.5	6	6.2	16.5
Philadelphia	3	-	5.5	7	4.6	20.8
Detroit*	3	-	6.6	9	3.8	22.0
Baltimore*	3	2	18.1	11	2.4	29.4
Charlotte	3	-	10.3	12	2.4	23.0
St. Louis	2	-	9.1	16	2.3	18.8
Raleigh-Durham	4	-	21.1	18	1.6	22.3
Cleveland	2	2	13.7	19	1.8	20.1
Richmond(4)	4	2	19.4	23	1.0	30.2
Columbus	4	-	6.2	25	1.7	16.9
Indianapolis*	4	1	13.4	30	1.5	16.7
Cincinnati	2	1	6.0	36	1.8	12.9
Total	48	11				

- (1) WDNI-CD (formerly WDNI-LP), the low power television station that we operate in Indianapolis is not included in this table.
(2) Audience share data are for the 12+ demographic and derived from the Nielsen Survey ending with the Fall 2018 Nielsen Survey.
(3) Population estimates are from the Nielsen Radio Market Survey Population, Rankings and Information, Fall 2018.
(4) Richmond is the only market in which we operate using the diary methodology of audience measurement.
* Includes station(s) broadcasting on an FM translator.

Market	Market Rank Metro Population 2018	Format	Target Demo
Atlanta	8		
WAMJ/WUMJ		Urban AC	25-54
WHTA		Urban Contemporary	18-34
WPZE		Contemporary Inspirational	25-54
WAMJ-HD-2		Urban Contemporary	25-54
Baltimore	21		
WERQ		Urban Contemporary	18-34
WOLB		News/Talk	35-64
WWIN-FM		Urban AC	25-54
WWIN-AM		Gospel	35-64
WLIF-HD-2		Contemporary Inspirational	25-54
Charlotte	23		
WPZS		Contemporary Inspirational	25-54
WOSF		Urban AC / Old School	25-54
WQNC		Urban Contemporary	18-34
Cincinnati	32		
WIZF		Urban Contemporary	18-34
WOSL		Urban AC / Old School	25-54
WDBZ-AM		Urban AC / Old School	35-64

Cleveland	34		
WENZ		Urban Contemporary	18-34
WERE-AM		News/Talk	35-64
WJMO-AM		Contemporary Inspirational	35-64
WZAK		Urban AC	25-54
Columbus	36		
WCKX		Urban Contemporary	18-34
WXMG		Urban AC	25-54
WBMO		Urban Contemporary	18-34
WJYD		Contemporary Inspirational	25-54
Dallas	5		
KBFB		Urban Contemporary	18-34
KZJM		Urban Contemporary	25-54
Detroit	13		
WDMK		Urban AC	25-54
WGPR (1)		Urban Contemporary	18-34
WDMK-HD-2		Urban AC/Old School	35-64
Houston	6		
KBXX		Urban Contemporary	18-34
KMJQ		Urban AC	25-54
KROI		Pop/CHR	18-34
Indianapolis	39		
WTLC-FM		Urban AC	25-54
WHHH		Urban Contemporary	18-34
WNOW		Pop/CHR	18-34
WTLC-AM		Contemporary Inspirational	35-64
WNOW-HD-3		Regional Mexican	25-54

Philadelphia	9		
WPHI		Urban Contemporary	18-34
WPPZ		Contemporary Inspirational	25-54
WRNB		Urban AC	25-54
Raleigh	38		
WFXC/WFXK		Urban AC	25-54
WQOK		Urban Contemporary	18-34
WNNL		Contemporary Inspirational	25-54
Richmond (2)	53		
WKJS/WKJM		Urban AC	25-54
WCDX		Urban Contemporary	18-34
WPZZ		Contemporary Inspirational	25-54
WXGI-AM/WTPS-AM/W274BX		Sports	25-54
St. Louis	24		
WHHL		Urban Contemporary	18-34
WFUN		Urban AC / Old School	25-54
Washington DC	7		
WKYS		Urban Contemporary	18-34
WMMJ/WDCJ		Urban AC	25-54
WPRS		Contemporary Inspirational	25-54
WOL-AM		News/Talk	35-64
WYCB-AM		Gospel	35-64
WTEM-AM		Sports	25-54

AC-refers to Adult Contemporary

CHR-refers to Contemporary Hit Radio

Pop-refers to Popular Music

Old School - refers to Old School Hip/Hop

- (1) Station was operating under a TBA as of December 31, 2018. The TBA expires December 31, 2019.
- (2) Richmond is the only market in which we operate using the diary methodology of audience measurement.
- (3) WDNI-CD (formerly WDNI-LP), the low power television station that we acquired in Indianapolis in June 2000, is not included in this table.

For the year ended December 31, 2018, approximately 41.6% of our net revenue was generated from the sale of advertising in our core radio business, excluding Reach Media. Within our core radio business, four of the 15 markets in which we operate radio stations (Houston, Washington, DC, Atlanta and Baltimore) accounted for approximately 52.6% of our radio station net revenue for the year ended December 31, 2018. Revenue from the operations of Reach Media, along with revenue from both the Houston and Washington, DC markets accounted for approximately 21.9% of our total consolidated net revenue for the year ended December 31, 2018. Revenue from the operations of Reach Media, along with revenue from the four significant contributing radio markets, accounted for approximately 31.6% of our total consolidated net revenue for the year ended December 31, 2018. Adverse events or conditions (economic, including government cutbacks or otherwise) could lead to declines in the contribution of Reach Media or declines in one or more of the four significant contributing radio markets, which could have a material adverse effect on our overall financial performance and results of operations.

Radio Advertising Revenue

Substantially all net revenue generated from our radio franchise is generated from the sale of local, national and network advertising. Local sales are made by the sales staff located in our markets. National sales are made primarily by Katz Communications, Inc. (“Katz”), a firm specializing in radio advertising sales on the national level. Katz is paid agency commissions on the advertising sold. Approximately 58.1% of our net revenue from our core radio business for the year ended December 31, 2018, was generated from the sale of local advertising and 38.0% from sales to national advertisers, including network/syndication advertising. The balance of net revenue from our radio segment is primarily derived from tower rental income, ticket sales, and revenue related to sponsored events, management fees and other revenue.

Advertising rates charged by radio stations are based primarily on:

- a radio station’s audience share within the demographic groups targeted by the advertisers;
- the number of radio stations in the market competing for the same demographic groups; and
- the supply and demand for radio advertising time.

A radio station’s listenership is measured by the Portable People Meter™ (the “PPM™”) system or diary ratings surveys, both of which estimate the number of listeners tuned to a radio station and the time they spend listening to that radio station. Ratings are used by advertisers to evaluate whether to advertise on our radio stations, and are used by us to chart audience size, set advertising rates and adjust programming. Advertising rates are generally highest during the morning and afternoon commuting hours.

Cable Television, Reach Media and Digital Segments, Strategy and Sources of Revenue and Income

We have expanded our operations to include other media forms that are complementary to our core radio business. In a strategy similar to our radio market segmentation, we have multiple complementary media and online brands. Each of these brands focuses upon a different segment of African-American consumers. With our multiple brands, we are able to direct advertisers to specific audiences within the urban communities in which we are located or to bundle the brands for advertising sales purposes when advantageous.

TV One, our cable television franchise targeting the African-American and urban communities, derives its revenue principally from advertising and affiliate revenue. Advertising revenue is derived from the sale of television air time to advertisers and is recognized when the advertisements are run. TV One also derives revenue from affiliate fees under the terms of various affiliation agreements based upon a per subscriber fee multiplied by the most recent subscriber counts reported by the applicable affiliate.

Reach Media, our syndicated radio unit, primarily derives its revenue from the sale of advertising in connection with its syndicated radio shows, including the Tom Joyner Morning Show, the Rickey Smiley Morning Show, Get Up! Mornings with Erica Campbell, the Russ Parr Morning Show, and the DL Hughley Show. Mr. Joyner is a leading nationally syndicated radio personality. As of December 31, 2018, the Tom Joyner Morning Show was broadcast on 67 affiliate stations across the United States and is a top-rated morning show in many of the markets in which it is broadcast. In addition to being broadcast on Urban One stations, our syndicated radio programming also was available on over 268 non-Urban One stations throughout the United States as of December 31, 2018.

We have launched websites that simultaneously stream radio station content for each of our radio stations, and we derive revenue from the sale of advertisements on those websites. We generally encourage our web advertisers to run simultaneous radio campaigns and use mentions in our radio airtime to promote our websites. By providing streaming, we have been able to broaden our listener reach, particularly to “office hour” listeners. We believe streaming has had a positive impact on our radio stations’ reach to listeners. In addition, our station websites link to our other online properties operated by Interactive One acting as traffic sources for these online brands. In April 2017, the Company acquired certain assets constituting the websites and brands Bossip, HipHopWired and MadameNoire from Moguldom Media Group, LLC. The brands, along with Cassius, a more recently developed brand, have been integrated into our digital operations as part of Interactive One, which includes the largest social networking site by members primarily targeted at African-Americans. Interactive One derives revenue from advertising services on non-radio station branded websites, and studio services where Interactive One provides services to other publishers. Advertising services include the sale of banner and sponsorship advertisements. Advertising revenue is recognized either as impressions (the number of times advertisements appear in viewed pages) are delivered, when “click through” purchases are made, or ratably over the contract period, where applicable. In addition, Interactive One derives revenue from its studio operations which provide third-party clients with digital platforms and expertise. In the case of the studio operations, revenue is recognized primarily through fixed contractual monthly fees and/or as a share of the third party’s reported revenue.

Finally, our MGM National Harbor investment entitles us to an annual cash distribution based on net gaming revenue. Future opportunities could include investments in, or acquisitions of, companies in diverse media businesses, gaming and entertainment, music production and distribution, movie distribution, internet-based services, and distribution of our content through emerging distribution systems such as the Internet, smartphones, cellular phones, tablets, and the home entertainment market.

Competition

The media industry is highly competitive and we face intense competition across our core radio franchise and all of our complementary media properties. Our media properties compete for audiences and advertising revenue with other radio stations and with other media such as broadcast and cable television, the Internet, satellite radio, newspapers, magazines, direct mail and outdoor advertising, some of which may be controlled by horizontally-integrated companies. Audience ratings and advertising revenue are subject to change and any adverse change in a market could adversely affect our net revenue in that market. If a competing station converts to a format similar to that of one of our stations, or if one of our competitors strengthens its signal or operations, our stations could suffer a reduction in ratings and advertising revenue. Other media companies which are larger and have more resources may also enter or increase their presence in markets or segments in which we operate. Although we believe our media properties are well positioned to compete, we cannot assure that our properties will maintain or increase their current ratings, market share or advertising revenue.

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

- satellite delivered digital audio radio service with expansive choice, high sound quality, and availability on portable devices and in automobiles;
- audio programming by Internet companies, cable television systems, and direct broadcast satellite systems; and
- digital audio and video content available for listening and/or viewing on the Internet and/or available for downloading to portable devices.

Along with most other public radio companies, we have invested in iBiquity, a developer of digital audio broadcast technology. In connection with the investment, we committed to convert most of our analog broadcast radio stations to in-band, on-channel digital radio broadcasts, which could provide multi-channel, multi-format digital radio services in the same bandwidth currently occupied by traditional AM and FM radio services. However, we cannot assure that these arrangements will be successful or enable us to adapt effectively to these new media technologies.

Our digital segment competes for the time and attention of internet users and, thus, advertisers and advertising revenues with a wide range of internet companies such as AmazonTM, NetflixTM, Yahoo!TM, GoogleTM, and MicrosoftTM, with social networking sites such as FacebookTM and with traditional media companies, which are increasingly offering their own digital products and services both organically and through acquisition. The digital space is dynamic and rapidly evolving, and new and popular competitors, such as social networking sites, frequently emerge and/or are fragmented by new and evolving technologies.

Federal Antitrust Laws

The agencies responsible for enforcing the federal antitrust laws, the Federal Trade Commission or the Department of Justice, may investigate certain acquisitions. We cannot predict the outcome of any specific FTC or Department of Justice investigation. Any decision by the FTC or the Department of Justice to challenge a proposed acquisition could affect our ability to consummate the acquisition or to consummate it on the proposed terms. For an acquisition meeting certain size thresholds, the Hart-Scott-Rodino Antitrust Improvements Act of 1976 requires the parties to file Notification and Report Forms concerning antitrust issues with the FTC and the Department of Justice and to observe specified waiting period requirements before consummating the acquisition.

Federal Regulation of Radio Broadcasting

The radio broadcasting industry is subject to extensive and changing regulation by the FCC and other federal agencies of ownership, programming, technical operations, employment and other business practices. The FCC regulates radio broadcast stations pursuant to the Communications Act of 1934, as amended (the "Communications Act"). The Communications Act permits the operation of radio broadcast stations only in accordance with a license issued by the FCC upon a finding that the grant of a license would serve the public interest, convenience and necessity. Among other things, the FCC:

- assigns frequency bands for radio broadcasting;
- determines the particular frequencies, locations, operating power, interference standards, and other technical parameters for radio broadcast stations;
- issues, renews, revokes and modifies radio broadcast station licenses;
- imposes annual regulatory fees and application processing fees to recover its administrative costs;
- establishes technical requirements for certain transmitting equipment to restrict harmful emissions;
- adopts and implements regulations and policies that affect the ownership, operation, program content, employment, and business practices of radio broadcast stations; and
- has the power to impose penalties, including monetary forfeitures, for violations of its rules and the Communications Act.

The Communications Act prohibits the assignment of an FCC license, or the transfer of control of an FCC licensee, without the prior approval of the FCC. In determining whether to grant or renew a radio broadcast license or consent to assignment or transfer of a license, the FCC considers a number of factors, including restrictions on foreign ownership, compliance with FCC media ownership limits and other FCC rules, the character and other qualifications of the licensee (or proposed licensee) and compliance with the Anti-Drug Abuse Act of 1988. A licensee's failure to comply with the requirements of the Communications Act or FCC rules and policies may result in the imposition of sanctions, including admonishment, fines, the grant of a license renewal for less than a full eight-year term or with conditions, denial of a license renewal application, the revocation of an FCC license, and/or the denial of FCC consent to acquire additional broadcast properties.

Congress, the FCC and, in some cases, other federal agencies and local jurisdictions, are considering or may in the future consider and adopt new laws, regulations and policies that could affect the operation, ownership and profitability of our radio stations, result in the loss of audience share and advertising revenue for our radio broadcast stations or affect our ability to acquire additional radio broadcast stations or finance such acquisitions. Such matters include or may include:

- changes to the license authorization and renewal process;
- proposals to increase record keeping, including enhanced disclosure of stations' efforts to serve the public interest;
- proposals to impose spectrum use or other fees on FCC licensees;
- changes to rules relating to political broadcasting, including proposals to grant free air time to candidates, and other changes regarding political and non-political program content, political advertising rates and sponsorship disclosures;
- proposals to restrict or prohibit the advertising of beer, wine, and other alcoholic beverages;
- revised rules and policies regarding the regulation of the broadcast of indecent content;

- proposals to increase the actions stations must take to demonstrate service to their local communities;
- technical and frequency allocation matters;
- changes in broadcast multiple ownership, foreign ownership, cross-ownership and ownership attribution policies;
- changes to allow satellite radio operators to insert local content into their programming service;
- service and technical rules for digital radio, including possible additional public interest requirements for terrestrial digital audio broadcasters;
- legislation that would provide for the payment of sound recording royalties to artists, musicians or record companies whose music is played on terrestrial radio stations; and
- changes to tax laws affecting broadcast operations and acquisitions.

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

We cannot predict what changes, if any, might be adopted or considered in the future, or what impact, if any, the implementation of any particular proposals or changes might have on our business.

FCC License Grants and Renewals. In making licensing determinations, the FCC considers an applicant's legal, technical, financial and other qualifications. The FCC grants radio broadcast station licenses for specific periods of time and, upon application, may renew them for additional terms. A station may continue to operate beyond the expiration date of its license if a timely filed license renewal application is pending. Under the Communications Act, radio broadcast station licenses may be granted for a maximum term of eight years.

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

- the radio station has served the public interest, convenience and necessity;
- there have been no serious violations by the licensee of the Communications Act or FCC rules and regulations; and
- there have been no other violations by the licensee of the Communications Act or FCC rules and regulations which, taken together, indicate a pattern of abuse.

After considering these factors and any petitions to deny a license renewal application (which may lead to a hearing), the FCC may grant the license renewal application with or without conditions, including renewal for a term less than the maximum otherwise permitted. Historically, our licenses have been renewed for full eight-year terms without any conditions or sanctions imposed; however, there can be no assurance that the licenses of each of our stations will be renewed for a full term without conditions or sanctions.

Types of FCC Broadcast Licenses. 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 serves wide areas, particularly at night. A regional channel serves primarily a principal population center and the contiguous rural areas. A local channel serves primarily a community and the suburban and rural areas immediately contiguous to it. Class A, B and C radio stations each operate unlimited time. Class A radio stations render primary and secondary service over an extended area. Class B radio stations render service only over a primary service area. Class C radio stations render service only over a primary service area that may be reduced as a consequence of interference. Class D radio stations operate either during daytime hours only, during limited times only, or unlimited time with low nighttime power.

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

Urban One's Licenses. The following table sets forth information with respect to each of our radio stations for which we hold the license as of December 31, 2018. Stations which we do not own as of December 31, 2018, but operate under an LMA, are not reflected on this table. A broadcast station's market may be different from its community of license. The coverage of an AM radio station is chiefly a function of the power of the radio station's transmitter, less dissipative power losses and any directional antenna adjustments. For FM radio stations, signal coverage area is chiefly a function of the ERP of the radio station's antenna and the HAAT of the radio station's antenna. "ERP" refers to the effective radiated power of an FM radio station. "HAAT" refers to the antenna height above average terrain of an FM radio station.

Market	Station Call Letters	Year of Acquisition	FCC Class	ERP (FM) Power (AM) in Kilowatts	Antenna Height (AM) HAAT in Meters	Operating Frequency	Expiration Date of FCC License
Atlanta	WUMJ-FM	1999	C3	8.5	165.0	97.5 MHz	4/1/2020
	WAMJ-FM	1999	C2	33.0	185.0	107.5 MHz	4/1/2020
	WHTA-FM	2002	C2	35.0	177.0	107.9 MHz	4/1/2020
	WPZE-FM	1999	A	3.0	143.0	102.5 MHz	4/1/2020
Washington, DC	WOL-AM	1980	C	0.37	N/A	1450 kHz	10/1/2019
	WMMJ-FM	1987	A	2.9	146.0	102.3 MHz	10/1/2019
	WKYS-FM	1995	B	24.5	215.0	93.9 MHz	10/1/2019
	WPRS-FM	2008	B	20.0	244.0	104.1 MHz	10/1/2019
	WYCB-AM	1998	C	1.0	N/A	1340 kHz	10/1/2019
	WDCJ-FM	2017	A	2.85	145.0	92.7 MHz	10/1/2019
	WTEM-AM	2018	B	50	N/A	980 kHz	10/1/2019
Philadelphia	WPHI-FM	1997	A	0.27	338.0	103.9 MHz	8/1/2022
	WRNB-FM	2000	B	17.0	263.0	100.3 MHz	8/1/2022
	WPPZ-FM	2004	A	0.78	276.0	107.9 MHz	6/1/2022
Houston	KMJQ-FM	2000	C	100.0	524.0	102.1 MHz	8/1/2021
	KBXX-FM	2000	C	95.0	585.0	97.9 MHz	8/1/2021
	KROI-FM	2004	C1	21.36	526	92.1 MHz	8/1/2021
Detroit	WDMK-FM	1998	B	20.0	221.0	105.9 MHz	10/1/2020
Dallas	KBFB-FM	2000	C	99.0	574	97.9 MHz	8/1/2021
	KZMJ-FM	2001	C	100.0	591.0	94.5 MHz	8/1/2021
Baltimore	WWIN-AM	1992	C	0.5	N/A	1400 kHz	10/1/2019
	WWIN-FM	1992	A	3.0	91.0	95.9 MHz	10/1/2019
	WOLB-AM	1993	D	0.25	N/A	1010 kHz	10/1/2019
	WERQ-FM	1993	B	37.0	173.0	92.3 MHz	10/1/2019
Charlotte	WQNC-FM	2000	C3	10.5	154.0	92.7 MHz	12/1/2019
	WPZS-FM	2004	A	6.0	94.0	100.9 MHz	12/1/2019
	WOSF-FM	2014	C1	51.0	395.0	105.3 MHz	12/1/2019
St. Louis	WFUN-FM	1999	C3	10.5	155.0	95.5 MHz	12/1/2020
	WHHL-FM	2006	C2	50.0	140.0	104.1 MHz	2/1/2021
Cleveland	WJMO-AM	1999	B	5.0	N/A	1300 kHz	10/1/2020
	WENZ-FM	1999	B	16.0	272.0	107.9 MHz	10/1/2020
	WZAK-FM	2000	B	27.5	189.0	93.1 MHz	10/1/2020
	WERE-AM	2000	C	1.0	N/A	1490 kHz	10/1/2020

Raleigh-Durham	WQOK-FM	2000	C2	50.0	146.0	97.5 MHz	12/1/2019
	WFXK-FM	2000	C1	100.0	299.0	104.3 MHz	12/1/2019
	WFXC-FM	2000	C3	13.0	141.0	107.1 MHz	12/1/2019
	WNNL-FM	2000	C3	7.9	176.0	103.9 MHz	12/1/2019
Richmond	WPZZ-FM	1999	C1	100.0	299.0	104.7 MHz	10/1/2019
	WCDX-FM	2001	B1	4.5	235.0	92.1 MHz	10/1/2019
	WKJM-FM	2001	A	6.0	100.0	99.3 MHz	10/1/2019
	WKJS-FM	2001	A	2.3	162.0	105.7 MHz	10/1/2019
	WTPS-AM	2001	C	1.0	N/A	1240 kHz	10/1/2019
	WXGI-AM	2017	D	3.9	N/A	950 kHz	10/1/2019
Columbus	WCKX-FM	2001	A	1.9	126.0	107.5 MHz	10/1/2020
	WBMO-FM	2001	A	6.0	99.0	106.3 MHz	10/1/2020
	WXMG-FM	2016	B	21.0	232.0	95.5 MHz	10/1/2020
	WJYD-FM	2016	A	6.0	100.0	107.1 MHz	10/1/2020
Indianapolis	WHHH-FM	2000	A	3.3	87.0	96.3 MHz	8/1/2020
	WTLC-FM	2000	A	6.0	99.0	106.7 MHz	8/1/2020
	WNOW-FM	2000	A	6.0	100.0	100.9 MHz	8/1/2020
	WTLC-AM	2001	B	5.0	N/A	1310 kHz	8/1/2020
Cincinnati	WIZF-FM	2001	A	2.5	155.0	101.1 MHz	8/1/2020
	WDBZ-AM	2007	C	1.0	N/A	1230 kHz	10/1/2020
	WOSL-FM	2006	A	3.1	141.0	100.3 MHz	10/1/2020

To obtain the FCC's prior consent to assign or transfer control of a broadcast license, an appropriate application must be filed with the FCC. If the assignment or transfer involves a substantial change in ownership or control of the licensee, for example, the transfer or acquisition of more than 50% of the voting stock, the applicant must give public notice and the application is subject to a 30-day period for public comment. During this time, interested parties may file petitions with the FCC to deny the application. Informal objections may be filed at any time until the FCC acts upon the application. If the FCC grants an assignment or transfer application, administrative procedures provide for petitions seeking reconsideration or full FCC review of the grant. The Communications Act also permits the appeal of a contested grant to a federal court.

Under the Communications Act, a broadcast license may not be granted to or held by any persons who are not U.S. citizens or by any entity that has more than 20% of its capital stock owned or voted by non-U.S. citizens or entities or their representatives, or by foreign governments or their representatives. The Communications Act prohibits more than 25% indirect foreign ownership or control through a parent company of the licensee if the FCC determines the public interest will be served by such prohibition. The FCC has interpreted this provision of the Communications Act to require an affirmative public interest finding before this 25% limit may be exceeded. Since we serve as a holding company for subsidiaries that serve as licensees for our stations, we are effectively restricted from having more than one-fourth of our stock owned or voted directly or indirectly by non-U.S. citizens or their representatives, foreign governments, representatives of foreign governments, or foreign business entities unless we seek and obtain FCC authority to exceed that level. The FCC will entertain and authorize, on a case-by-case basis and upon a sufficient public interest showing, proposals to exceed the 25% indirect foreign ownership limit in broadcast licensees. In September 2016, the FCC adopted rules to simplify and streamline the process for requesting authority to exceed the 25% indirect foreign ownership limit and reformed the methodology that publicly traded broadcasters may use to assess their compliance with the foreign ownership restrictions.

The FCC applies its media ownership limits to "attributable" interests. The interests of officers, directors and those who directly or indirectly hold five percent or more of the total outstanding voting stock of a corporation that holds a broadcast license (or a corporate parent) are generally deemed attributable interests, as are any limited partnership or limited liability company interests that are not properly "insulated" from management activities. Certain passive investors that hold stock for investment purposes only may hold attributable interests with the ownership of 20% or more of the voting stock of a licensee or parent corporation. An entity with one or more radio stations in a market that enters into a local marketing agreement or a time brokerage agreement with another radio station in the same market obtains an attributable interest in the brokered radio station if the brokering station supplies more than 15% of the brokered radio station's weekly broadcast hours. Similarly, a radio station licensee's right under a joint sales agreement ("JSA") to sell more than 15% per week of the advertising time on another radio station in the same market constitutes an attributable ownership interest in such station for purposes of the FCC's ownership rules. Debt instruments, non-voting stock, unexercised options and warrants, minority voting interests in corporations having a single majority shareholder, and limited partnership or limited liability company membership interests where the interest holder is not "materially involved" in the media-related activities of the partnership or limited liability company pursuant to FCC-prescribed "insulation" provisions, generally do not subject their holders to attribution unless such interests implicate the FCC's equity-debt-plus (or "EDP") rule. Under the EDP rule, a major programming supplier or the holder of an attributable interest in a same-market radio station will have an attributable interest in a station if the supplier or same-market media entity also holds debt or equity, or both, in the station that is greater than 33% of the value of the station's total debt plus equity. For purposes of the EDP rule, equity includes all stock, whether voting or nonvoting, and interests held by limited partners or limited liability company members that are "insulated" from material involvement in the company's media activities. A major programming supplier is any supplier that provides more than 15% of the station's weekly programming hours.

The Communications Act and FCC rules generally restrict ownership, operation or control of, or the common holding of attributable interests in radio broadcast stations above numerical limits serving the same local market.

The numerical limits on radio stations that one entity may own in a local market are as follows:

- in a radio market with 45 or more commercial radio stations, a party may hold an attributable interest in up to eight commercial radio stations, not more than five of which are in the same service (AM or FM);
- in a radio market with 30 to 44 commercial radio stations, a party may hold an attributable interest in up to seven commercial radio stations, not more than four of which are in the same service (AM or FM);
- in a radio market with 15 to 29 commercial radio stations, a party may hold an attributable interest in up to six commercial radio stations, not more than four of which are in the same service (AM or FM); and
- in a radio market with 14 or fewer commercial radio stations, a party may hold an attributable interest in up to five commercial radio stations, not more than three of which are in the same service (AM or FM), except that a party may not hold an attributable interest in more than 50% of the radio stations in such market.

To apply these tiers, the FCC currently relies on Nielsen Metro Survey Areas, where they exist. In other areas, the FCC relies on a contour-overlap methodology. The FCC has initiated a rulemaking to determine how to define local radio markets in areas located outside Nielsen Metro Survey Areas. The market definition used by the FCC in applying its ownership rules may not be the same as that used for purposes of the Hart-Scott-Rodino Act. In 2003, when the FCC changed its methodology for defining local radio markets, it grandfathered existing combinations of radio stations that would not comply with the modified rules. These grandfathered combinations may not be sold intact except to certain “eligible entities,” which the FCC defines as entities qualifying as a small business consistent with Small Business Administration standards.

The media ownership rules are subject to review by the FCC every four years. In August 2016, the FCC issued an order concluding its 2010 and 2014 reviews of its media ownership rules. The August 2016 decision retained the local radio ownership rules, the then-existing radio-television cross-ownership rule and the then-existing prohibition on newspaper-radio cross-ownership without significant changes. In November 2017, however, the FCC adopted an order reconsidering the August 2016 decision and modifying it in a number of respects. The November 2017 order on reconsideration did not significantly modify the August 2016 decision with respect to the local radio ownership limits. It did, however, eliminate the FCC’s previous limits on radio/television cross-ownership and newspaper/broadcast cross-ownership effective February 7, 2018. The FCC’s November 2017 order on reconsideration is subject to a pending court appeal. In December 2018, the FCC commenced its 2018 quadrennial review of its media ownership rules.

The attribution and media ownership rules limit the number of radio stations we may acquire or own in any particular market and may limit the prospective buyers of any stations we want to sell. The FCC’s rules could affect our business in a number of ways, including, but not limited to, the following:

- enforcement of a more narrow market definition based upon Nielsen markets could have an adverse effect on our ability to accumulate stations in a given area or to sell a group of stations in a local market to a single entity;
- restricting the assignment and transfer of control of radio combinations that exceed the ownership limits as a result of the revised local market definitions could adversely affect our ability to buy or sell a group of stations in a local market from or to a single entity; and
- in general terms, future changes in the way the FCC defines radio markets or in the numerical station caps could limit our ability to acquire new stations in certain markets, our ability to operate stations pursuant to certain agreements, and our ability to improve the coverage contours of our existing stations.

Programming and Operations. The Communications Act requires broadcasters to serve the “public interest” by presenting programming that responds to community problems, needs and interests and by maintaining records demonstrating its responsiveness. The FCC considers complaints from viewers or listeners about a broadcast station’s programming. In January 2016, the FCC adopted rules requiring that radio stations post and maintain their public inspection files online. All radio stations are now required to maintain their public inspection files on a publicly accessible FCC-hosted online database. Moreover, the FCC has proposed rules designed to increase local programming content and diversity, including renewal application processing guidelines for locally-oriented programming and a requirement that broadcasters establish advisory boards in the communities where they own stations. Stations also must follow FCC rules and policies regulating political advertising, obscene or indecent programming, sponsorship identification, contests and lotteries and technical operation, including limits on human exposure to radio frequency radiation.

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

The FCC requires that licensees not discriminate in hiring practices on the basis of race, color, religion, national origin or gender. It also requires stations with at least five full-time employees to broadly disseminate information about all full-time job openings and undertake outreach initiatives from an FCC list of activities such as participation in job fairs, internships, or scholarship programs. The FCC is considering whether to apply these recruitment requirements to part-time employment positions. Stations must retain records of their outreach efforts and keep an annual Equal Employment Opportunity (“EEO”) report in their public inspection files and post an electronic version on their websites.

From time to time, complaints may be filed against any of our radio stations alleging violations of these or other rules. In addition, the FCC may conduct audits or inspections to ensure and verify licensee compliance with FCC rules and regulations. Failure to observe these or other rules and regulations 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.

Employees

As of December 31, 2018, we employed 1,042 full-time employees and 424 part-time employees. Our employees are not unionized.

Environmental

As the owner, lessee or operator of various real properties and facilities, we are subject to federal, state and local environmental laws and regulations. Historically, compliance with these laws and regulations has not had a material adverse effect on our business. There can be no assurance, however, that compliance with existing or new environmental laws and regulations will not require us to make significant expenditures in the future.

Corporate Governance

Code of Ethics. We have adopted a code of ethics that applies to all of our directors, officers (including our principal financial officer and principal accounting officer) and employees and meets the requirements of the SEC and the NASDAQ Stock Market Rules. Our code of ethics can be found on our website, www.urban1.com. We will provide a paper copy of the code of ethics, free of charge, upon request.

Audit Committee Charter. Our audit committee has adopted a charter as required by the NASDAQ Stock Market Rules. This committee charter can be found on our website, www.urban1.com. We will provide a paper copy of the audit committee charter, free of charge, upon request.

Compensation Committee Charter. Our Board of Directors has adopted a compensation committee charter. We will provide a paper copy of the compensation committee charter, free of charge, upon request.

Internet Address and Internet Access to SEC Reports

Our internet address is www.urban1.com. You may obtain through our internet website, free of charge, copies of our proxies, annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and any amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934. These reports are available as soon as reasonably practicable after we electronically file them with or furnish them to the SEC. Our website and the information contained therein or connected thereto shall not be deemed to be incorporated into this Form 10-K.

You may also read and copy any materials we file with the SEC at the SEC's Public Reference Room at 100 F Street, NE, Washington, DC 20549, on official business days during the hours of 10 a.m. to 3 p.m. The public may obtain information on the operation of the Public Reference Room by calling the Commission at 1-800-SEC-0330. The SEC maintains an internet site that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC, www.sec.gov.

ITEM 1A. RISK FACTORS

Risks Related to Our Business and Industry

In an enterprise as large and complex as ours, a wide range of factors could affect our business and financial results. The factors described below are considered to be the most significant, but are not listed in any particular order. There may be other currently unknown or unpredictable economic, business, competitive, regulatory or other factors that could have material adverse effects on our future results. Past financial performance may not be a reliable indicator of future performance and historical trends should not be used to anticipate results or trends in future periods. The following discussion of risk factors should be read in conjunction with “Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations” and the consolidated financial statements and related notes in “Item 8. Financial Statements and Supplementary Data” of this Form 10-K.

Risks Related to the Nature and Operations of Our Business

The state and condition of the global financial markets and fluctuations in the global and U.S. economies may have an unpredictable impact on our business and financial condition.

From time to time, the global equity and credit markets experience high levels of volatility and disruption. At various points in time, the markets have produced downward pressure on stock prices and limited credit capacity for certain companies without regard to those companies’ underlying financial strength. In addition, advertising is a discretionary business expense. Spending on advertising tends to decline disproportionately during an economic recession or downturn as compared to other types of business spending. Consequently, a downturn in the United States economy generally has an adverse effect on our advertising revenue and, therefore, our results of operations. A recession or downturn in the economy of any individual geographic market, particularly a major market in which we operate, also may have a significant effect on us. Radio revenues in the markets in which we operate may also face greater challenges than the U.S. economy generally and may remain so. Radio revenues in certain markets in which we operate have lagged the growth of the general United States economy. Radio revenues in markets in which we operate, as measured by the accounting firm Miller Kaplan Arase LLP (“Miller Kaplan”) were down in 2017 and 2018, respectively. During this same period, the U.S. Bureau of Economic Analysis reports that U.S. current-dollar gross domestic product growth has been 3% to 4% each year. Our results of operations could be negatively impacted if radio revenue performance in the markets in which we operate continues to lag general United States economic growth. Even in the absence of a general recession or downturn in the economy, an individual business sector (such as the automotive industry) that tends to spend more on advertising than other sectors might be forced to reduce its advertising expenditures if that sector experiences a downturn. If that sector’s spending represents a significant portion of our advertising revenues, any reduction in its advertising expenditures may affect our revenue.

Any deterioration in the economy could negatively impact our ability to meet our cash needs and our ability to maintain compliance with our debt covenants.

If economic conditions change, or other adverse factors outside our control arise, our operations could be negatively impacted, which could prevent us from maintaining compliance with our debt covenants. If it appears that we could not meet our liquidity needs or that noncompliance with debt covenants is likely, we would implement remedial measures, which could include, but not be limited to, operating cost and capital expenditure reductions and deferrals. In addition, we could implement de-leveraging actions, which may include, but not be limited to, other debt repayments, subject to our available liquidity and contractual ability to make such repayments and/or debt refinancings and amendments.

The terms of our indebtedness and the indebtedness of our direct and indirect subsidiaries may restrict our current and future operations, particularly our ability to respond to changes in market conditions or to take some actions.

Our debt instruments impose operating and financial restrictions on us. These restrictions limit or prohibit, among other things, our ability and the ability of our subsidiaries to incur additional indebtedness, issue preferred stock, incur liens, pay dividends, enter into asset purchase or sale transactions, merge or consolidate with another company, dispose of all or substantially all of our assets or make certain other payments or investments. These restrictions could limit our ability to grow our business through acquisitions and could limit our ability to respond to market conditions or meet extraordinary capital needs.

To service our indebtedness and other obligations, we will require a significant amount of cash.

Our ability to generate cash depends on many factors beyond our control. Our latest credit agreement requires us repay principal due thereunder to the extent then outstanding on each quarterly interest payment date. Commencing on the quarterly interest payment date ending March 2019, the required principal repayment equals one quarter of 7.5% of the aggregate outstanding principal amount due thereunder such amount payable until December 2019. Commencing on the quarterly interest payment date ending March 2020, the required principal repayment amount equals one quarter of 10.0% of the aggregate outstanding principal amount such amount payable until December 2021. And, commencing on the quarterly interest payment date ending March 2021, the required principal repayment equals one quarter of 12.5% of the aggregate outstanding principal amount due thereunder payable until to December 2022. The Company is also required to use 75% of excess cash flow to repay outstanding term loans due thereunder at par, paid semi-annually and to use 100% of all distributions to the Company or its restricted subsidiaries received in respect of its interest in the MGM National Harbor to repay outstanding terms loans due thereunder at par. Our ability to make payments on our indebtedness and to fund capital expenditures will depend on our ability to generate cash in the future. This ability to generate cash, to a certain extent, is subject to general economic, financial, competitive, legislative, regulatory and other factors that are beyond our control. Our businesses might not generate sufficient cash flow from operations. We might not be able to complete future offerings, and future borrowings might not be available to us in an amount sufficient to enable us to pay our indebtedness or to fund our other liquidity needs.

Prior to 2016, we have historically incurred net losses which could continue into the future.

We have historically reported net losses in our consolidated statements of operations, due mostly in part to recording non-cash impairment charges for write-downs to radio broadcasting licenses and goodwill, interest expenses (both cash and non-cash), and revenue declines caused by weakened advertising demand resulting from the current economic environment. These results have had a negative impact on our financial condition and could be exacerbated in a poor economic climate. If these trends continue in the future, they could have a material adverse effect on our financial condition.

Our revenue is substantially dependent on spending and allocation decisions by advertisers, and seasonality and/or weakening economic conditions may have an impact upon our business.

Substantially all of our revenue is derived from sales of advertisements and program sponsorships to local and national advertisers. Any reduction in advertising expenditures or changes in advertisers' spending priorities and/or allocations across different types of media/platforms or programming could have an adverse effect on the Company's revenues and results of operations. We do not obtain long-term commitments from our advertisers and advertisers may cancel, reduce, or postpone advertisements without penalty, which could adversely affect our revenue. Seasonal net revenue fluctuations are common in the media industries and are due primarily to fluctuations in advertising expenditures by local and national advertisers. In addition, advertising revenues in even-numbered years tend to benefit from advertising placed by candidates for political offices. The effects of such seasonality (including the weather), combined with the severe structural changes that have occurred in the U.S. economy, make it difficult to estimate future operating results based on the previous results of any specific quarter and may adversely affect operating results.

Advertising expenditures also tend to be cyclical and reflect general economic conditions, both nationally and locally. Because we derive a substantial portion of our revenues from the sale of advertising, a decline or delay in advertising expenditures could reduce our revenues or hinder our ability to increase these revenues. Advertising expenditures by companies in certain sectors of the economy, including the automotive, financial, entertainment, and retail industries, represent a significant portion of our advertising revenues. Structural changes (such as reduced footprints in retail and the movement of retailers online) and business failures in these industries have affected our revenues and continued structural changes or business failures in any of these industries could have significant further impact on our revenues. Any political, economic, social, or technological change resulting in a significant reduction in the advertising spending of these sectors could adversely affect our advertising revenues or our ability to increase such revenues. In addition, because many of the products and services offered by our advertisers are largely discretionary items, weakening economic conditions or changes in consumer spending patterns could reduce the consumption of such products and services and, thus, reduce advertising for such products and services. Changes in advertisers' spending priorities during economic cycles may also affect our results. Disasters (domestic or external to the United States), acts of terrorism, political uncertainty or hostilities could also lead to a reduction in advertising expenditures as a result of supply or demand issues, uninterrupted news coverage and economic uncertainty.

Our success is dependent upon audience acceptance of our content, particularly our television and radio programs, which is difficult to predict.

Radio, video, and digital content production and distribution are inherently risky businesses because the revenues derived from the production and distribution of media content or a radio program, and the licensing of rights to the intellectual property associated with the content or program, depend primarily upon their acceptance and perceptions by the public, which can change quickly and are difficult to predict. The commercial success of content or a program also depends upon the quality and acceptance of other competing programs released into the marketplace at or near the same time, the availability of alternative forms of entertainment and leisure time activities, general economic conditions, and other tangible and intangible factors, all of which are difficult to predict. Our failure to obtain or retain rights to popular content on any part of our multi-media platform could adversely affect our revenues.

Ratings for broadcast stations and traffic on a particular website are also factors that are weighed when advertisers determine which outlets to use and in determining the advertising rates that the outlet receives. Poor ratings or traffic levels can lead to a reduction in pricing and advertising revenues. For example, if there is an event causing a change of programming at one of our stations, there could be no assurance that any replacement programming would generate the same level of ratings, revenues, or profitability as the previous programming. In addition, changes in ratings methodology and technology could adversely impact our ratings and negatively affect our advertising revenues.

Television content production is inherently a risky business because the revenues derived from the production and distribution of a television program and the licensing of rights to the associated intellectual property depends primarily upon the public's level of acceptance, which is difficult to predict. The commercial success of a television program also depends upon the quality and acceptance of other competing programs in the marketplace at or near the same time, the availability of alternative forms of entertainment and leisure time activities, general economic conditions, and other tangible and intangible factors, all of which are difficult to predict. Rating points are also factors that are weighed when determining the advertising rates that TV One receives. Poor ratings can lead to a reduction in pricing and advertising revenues. Consequently, low public acceptance of TV One's content may have an adverse effect on TV One's results of operations. Further, networks or programming launched by NetflixTM, Oprah Winfrey (OWNTM), Sean Combs (REVOLT TVTM), and Magic Johnson (ASPIRETM), could take away from our audience share and ratings and thus have an adverse effect on TV One's results of operations.

Finally, the costs of developing and distributing content and programming most popular with the public may change significantly if new performance royalties (such as those that have been proposed by members of Congress from time to time) are imposed upon radio broadcasters or internet operators and such changes could have a material impact upon our business. In this regard, a new performing rights organization, Global Music Rights ("GMR"), has been formed, but the scope of its repertory is not clear and it is not clear that it licenses compositions that have not already been licensed by the other performing rights organizations. If a significant number of musical composition copyright owners withdraw from the established performing rights organizations, or if new performing rights organizations form to license compositions that are not already licensed, our royalty rates or negotiation costs could increase.

A disproportionate share of our radio segment revenue comes from a small number of geographic markets and from Reach Media.

For the year ended December 31, 2018, approximately 41.6% of our net revenue was generated from the sale of advertising in our core radio business, excluding Reach Media. Within our core radio business, four of the 15 markets in which we operate radio stations (Houston, Washington, DC, Atlanta and Baltimore) accounted for approximately 52.6% of our radio station net revenue for the year ended December 31, 2018. Revenue from the operations of Reach Media, along with revenue from both the Houston and Washington, DC markets accounted for approximately 21.9% of our total consolidated net revenue for the year ended December 31, 2018. Revenue from the operations of Reach Media, along with revenue from the four significant contributing radio markets, accounted for approximately 31.6% of our total consolidated net revenue for the year ended December 31, 2018. Adverse events or conditions (economic, including government cutbacks or otherwise) could lead to declines in the contribution of Reach Media or declines in one or more of the four significant contributing radio markets, which could have a material adverse effect on our overall financial performance and results of operations.

We may lose audience share and advertising revenue to our competitors.

Our media properties compete for audiences and advertising revenue with other radio stations and station groups and other media such as broadcast television, newspapers, magazines, cable television, satellite television, satellite radio, outdoor advertising, "over the top providers" on the internet and direct mail. Adverse changes in audience ratings, internet traffic, and market shares could have a material adverse effect on our revenue. Larger media companies, with more financial resources than we have may target our core audiences or enter the segments or markets in which we operate, causing competitive pressure. Further, other media and broadcast companies may change their programming format or engage in aggressive promotional campaigns to compete directly with our media properties for our core audiences and advertisers. Competition for our core audiences or in any of our segments or markets could result in lower ratings or traffic and, hence, lower advertising revenue for us, or cause us to increase promotion and other expenses and, consequently, lower our earnings and cash flow. Changes in population, demographics, audience tastes and other factors beyond our control, could also cause changes in audience ratings or market share. Failure by us to respond successfully to these changes could have an adverse effect on our business and financial performance. We cannot assure that we will be able to maintain or increase our current audience ratings and advertising revenue.

We must respond to the rapid changes in technology, content offerings, services, and standards across our entire platform in order to remain competitive.

Technological standards across our media properties are evolving and new distribution technologies/platforms are emerging at a rapid pace. We cannot assure that we will have the resources to acquire new technologies or to introduce new features, content or services to compete with these new technologies. New media has resulted in fragmentation in the advertising market, and we cannot predict the effect, if any, that additional competition arising from new technologies or content offerings may have across any of our business segments or our financial condition and results of operations, which may be adversely affected if we are not able to adapt successfully to these new media technologies or distribution platforms. The continuing growth and evolution of channels and platforms has increased our challenges in differentiating ourselves from other media platforms. We continually seek to develop and enhance our content offerings and distribution platforms/methodologies. Failure to effectively execute in these efforts, actions by our competitors, or other failures to deliver content effectively could hurt our ability to differentiate ourselves from our competitors and, as a result, have adverse effects across our business.

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

Our business depends upon the continued efforts, abilities and expertise of our executive officers and other key employees, including certain on-air personalities. We believe that the combination of skills and experience possessed by our executive officers and other key employees could be difficult to replace, and that the loss of one or more of them could have a material adverse effect on us, including the impairment of our ability to execute our business strategy. In addition, several of our on-air personalities and syndicated radio programs hosts have large loyal audiences in their respective broadcast areas and may be significantly responsible for the ratings of a station. The loss of such on-air personalities or any change in their popularity could impact the ability of the station to sell advertising and our ability to derive revenue from syndicating programs hosted by them. We cannot be assured that these individuals will remain with us or will retain their current audiences or ratings.

If our digital segment does not continue to develop and offer compelling and differentiated content, products and services, our advertising revenues could be adversely affected.

In order to attract consumers and generate increased activity on our digital properties, we believe that we must offer compelling and differentiated content, products and services. However, acquiring, developing, and offering such content, products and services may require significant costs and time to develop, while consumer tastes may be difficult to predict and are subject to rapid change. If we are unable to provide content, products and services that are sufficiently attractive to our digital users, we may not be able to generate the increases in activity necessary to generate increased advertising revenues. In addition, although we have access to certain content provided by our other businesses, we may be required to make substantial payments to license such content. Many of our content arrangements with third parties are non-exclusive, so competitors may be able to offer similar or identical content. If we are not able to acquire or develop compelling content and do so at reasonable prices, or if other companies offer content that is similar to that provided by our digital segment, we may not be able to attract and increase the engagement of digital consumers on our digital properties.

Continued growth in our digital business also depends on our ability to continue offering a competitive and distinctive range of advertising products and services for advertisers and publishers and our ability to maintain or increase prices for our advertising products and services. Continuing to develop and improve these products and services may require significant time and costs. If we cannot continue to develop and improve our advertising products and services or if prices for our advertising products and services decrease, our digital advertising revenues could be adversely affected.

More individuals are using devices other than personal and laptop computers to access and use the internet, and, if we cannot make our products and services available and attractive to consumers via these alternative devices, our internet advertising revenues could be adversely affected.

Digital users are increasingly accessing and using the internet through mobile tablets and smartphones. In order for consumers to access and use our products and services via these devices, we must ensure that our products and services are technologically compatible with such devices. If we cannot effectively make our products and services available on these devices, fewer internet consumers may access and use our products and services and our advertising revenue may be negatively affected.

Unrelated third parties may claim that we infringe on their rights based on the nature and content of information posted on websites we maintain.

We host internet services that enable individuals to exchange information, generate content, comment on our content, and engage in various online activities. The law relating to the liability of providers of these online services for activities of their users is currently unsettled both within the United States and internationally. While we monitor postings to such websites, claims may be brought against us for defamation, negligence, copyright or trademark infringement, unlawful activity, tort, including personal injury, fraud, or other theories based on the nature and content of information that may be posted online or generated by our users. Our defense of such actions could be costly and involve significant time and attention of our management and other resources.

If we are unable to protect our domain names, our reputation and brands could be adversely affected.

We currently hold various domain name registrations relating to our brands, including urban1.com, radio-one.com and interactiveone.com. The registration and maintenance of domain names are generally regulated by governmental agencies and their designees. Governing bodies may establish additional top-level domains, appoint additional domain name registrars, or modify the requirements for holding domain names. As a result, we may be unable to register or maintain relevant domain names. We may be unable, without significant cost or at all, to prevent third parties from registering domain names that are similar to, infringe upon, or otherwise decrease the value of our trademarks and other proprietary rights. Failure to protect our domain names could adversely affect our reputation and brands, and make it more difficult for users to find our websites and our services.

Future asset impairment to the carrying values of our FCC licenses and goodwill could adversely impact our results of operations and net worth.

As of December 31, 2018, we had approximately \$600.1 million in broadcast licenses and \$245.6 million in goodwill, which totaled \$845.7 million, and represented approximately 68.3% of our total assets. Therefore, we believe estimating the fair value of goodwill and radio broadcasting licenses is a critical accounting estimate because of the significance of their carrying values in relation to our total assets. We recorded impairment charges against radio broadcasting licenses and goodwill of approximately \$21.3 million during the year ended December 31, 2018.

We are required to test our goodwill and indefinite-lived intangible assets for impairment at least annually, which we have traditionally done in the fourth quarter, or on an interim basis when events or changes in circumstances suggest impairment may have occurred. Impairment is measured as the excess of the carrying value of the goodwill or indefinite-lived intangible asset over its fair value. Impairment may result from deterioration in our performance, changes in anticipated future cash flows, changes in business plans, adverse economic or market conditions, adverse changes in applicable laws and regulations, or other factors beyond our control. The amount of any impairment must be expensed as a charge to operations. Fair values of FCC licenses and goodwill have been estimated using the income approach, which involves a 10-year model that incorporates several judgmental assumptions about projected revenue growth, future operating margins, discount rates and terminal values. We also utilize a market-based approach to evaluate our fair value estimates. There are inherent uncertainties related to these assumptions and our judgment in applying them to the impairment analysis.

For the second and third quarters of each of 2018 and 2017, the total market revenue growth for certain markets in which we operate was below the estimated total market revenue growth used in our respective prior year annual impairment testing. In each quarter, we deemed that to be an impairment indicator that warranted interim impairment testing of certain markets' radio broadcasting licenses, which we performed as of each quarter-end date. We recorded an impairment charge of approximately \$21.3 million related to our Detroit radio broadcasting licenses and Atlanta and Charlotte goodwill balances during the year ended December 31, 2018. We recorded an impairment charge of approximately \$29.1 million related to our Columbus and Houston radio broadcasting licenses during the year ended December 31, 2017.

Changes in certain events or circumstances could result in changes to our estimated fair values, and may result in further write-downs to the carrying values of these assets. Additional impairment charges could adversely affect our financial results, financial ratios and could limit our ability to obtain financing in the future.

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

Within our primary business, we are required to maintain radio broadcasting licenses issued by the FCC. These licenses are ordinarily issued for a maximum term of eight years and are renewable. Currently, subject to renewal, our radio broadcasting licenses expire beginning in October 2019, and others expire at various times through August 1, 2022. While we anticipate receiving renewals of all of our broadcasting licenses, interested third parties may challenge our renewal applications. In addition, we are subject to extensive and changing regulation by the FCC with respect to such matters as programming, indecency standards, technical operations, employment and business practices. If we or any of our significant stockholders, officers, or directors violate the FCC's rules and regulations or the Communications Act of 1934, as amended (the "Communications Act"), or is convicted of a felony or found to have engaged in certain other types of non-FCC related misconduct, the FCC may commence a proceeding to impose fines or other sanctions upon us. Examples of possible sanctions include the imposition of fines, the renewal of one or more of our broadcasting licenses for a term of fewer than eight years or the revocation of our broadcast licenses. If the FCC were to issue an order denying a license renewal application or revoking a license, we would be required to cease operating the radio station covered by the license only after we had exhausted administrative and judicial review without success.

Disruptions or security breaches of our information technology infrastructure could interfere with our operations, compromise client information and expose us to liability, possibly causing our business and reputation to suffer.

Our industry is prone to cyber-attacks by third parties seeking unauthorized access to our data or users' data. Any failure to prevent or mitigate security breaches and improper access to or disclosure of our data or user data could result in the loss or misuse of such data, which could harm our business and reputation and diminish our competitive position. In addition, computer malware, viruses, social engineering (predominantly spear phishing attacks), and general hacking have become more prevalent in general. Our efforts to protect our company's data or the information we receive may be unsuccessful due to software bugs or other technical malfunctions; employee, contractor, or vendor error or malfeasance; government surveillance; or other threats that evolve. In addition, third parties may attempt to fraudulently induce employees or users to disclose information in order to gain access to our data or our users' data on a continual basis.

Any internal technology breach, error or failure impacting systems hosted internally or externally, or any large scale external interruption in technology infrastructure we depend on, such as power, telecommunications or the Internet, may disrupt our technology network. Any individual, sustained or repeated failure of technology could impact our customer service and result in increased costs or reduced revenues. Our technology systems and related data also may be vulnerable to a variety of sources of interruption due to events beyond our control, including natural disasters, terrorist attacks, telecommunications failures, computer viruses, hackers and other security issues. Our technology security initiatives, disaster recovery plans and other measures may not be adequate or implemented properly to prevent a business disruption and its adverse financial consequences to our reputation.

In addition, as a part of our ordinary business operations, we may collect and store sensitive data, including personal information of our clients, listeners and employees. The secure operation of the networks and systems on which this type of information is stored, processed and maintained is critical to our business operations and strategy. Any compromise of our technology systems resulting from attacks by hackers or breaches due to employee error or malfeasance could result in the loss, disclosure, misappropriation of or access to clients', listeners', employees' or business partners' information. Any such loss, disclosure, misappropriation or access could result in legal claims or proceedings, liability or regulatory penalties under laws protecting the privacy of personal information, disruption of our operations and damage to our reputation, any or all of which could adversely affect our business. Although we have developed systems and processes that are designed to protect our data and user data, to prevent data loss, and to prevent or detect security breaches, we cannot assure you that such measures will provide absolute security.

In the event of a technical or cyber event, we could experience a significant, unplanned disruption, or substantial and extensive degradation of our services, or our network may fail in the future. Despite our significant infrastructure investments, we may have insufficient communications and server capacity to address these or other disruptions, which could result in interruptions in our services. Any widespread interruption or substantial and extensive degradation in the functioning of our IT or technical platform for any reason could negatively impact our revenue and could harm our business and results of operations. If such a widespread interruption occurred, or if we failed to deliver content to users as expected, our reputation could be damaged severely. Moreover, any disruptions, significant degradation, cybersecurity threats, security breaches, or attacks on our internal information technology systems could impact our ratings and cause us to lose listeners, users or viewers or make it more difficult to attract new ones, either of which could harm our business and results of operations.

The FCC's media ownership rules could restrict our ability to acquire radio stations.

The Communications Act and FCC rules and policies limit the number of broadcasting properties that any person or entity may own (directly or by attribution) in any market and require FCC approval for transfers of control and assignments of licenses. The FCC's media ownership rules remain subject to further agency and court proceedings. In August 2016, the FCC concluded its most recent quadrennial review of its media ownership rules. See the information contained in "Business-Federal Regulation of Radio Broadcasting."

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

Enforcement by the FCC of its indecency rules against the broadcast industry could adversely affect our business operations.

The FCC's rules prohibit the broadcast of obscene material at any time and indecent or profane material on broadcast stations between the hours of 6 a.m. and 10 p.m. Broadcasters risk violating the prohibition against broadcasting indecent material because of the vagueness of the FCC's indecency and profanity definitions, coupled with the spontaneity of live programming. The FCC has in the past vigorously enforced its indecency rules against the broadcasting industry and has threatened to initiate license revocation proceedings against broadcast licensees for "serious" indecency violations. In June 2012, the Supreme Court issued a decision which, while setting aside certain FCC indecency enforcement actions on narrow due process grounds, declined to rule on the constitutionality of the FCC's indecency policies. Following the Supreme Court's decision, the FCC requested public comment on the appropriate substance and scope of its indecency enforcement policy. It is not possible to predict whether and, if so, how the FCC will revise its indecency enforcement policies or the effect of any such changes on us. The fines for broadcasting indecent material are a maximum of \$325,000 per utterance. The determination of whether content is indecent is inherently subjective and, as such, it can be difficult to predict whether particular content could violate indecency standards. The difficulty in predicting whether individual programs, words or phrases may violate the FCC's indecency rules adds significant uncertainty to our ability to comply with the rules. Violation of the indecency rules could lead to sanctions which may adversely affect our business and results of operations. In addition, third parties could oppose our license renewal applications or applications for consent to acquire broadcast stations on the grounds that we broadcast allegedly indecent programming on our stations. Some policymakers support the extension of the indecency rules that are applicable to over-the-air broadcasters to cover cable programming and/or attempts to increase enforcement of or otherwise expand existing laws and rules. If such an extension, attempt to increase enforcement, or other expansion took place and was found to be constitutional, some of TV One's content could be subject to additional regulation and might not be able to attract the same subscription and viewership levels.

Changes in current federal regulations could adversely affect our business operations.

Congress and the FCC have considered, and may in the future consider and adopt, new laws, regulations and policies that could, directly or indirectly, affect the profitability of our broadcast stations. In particular, Congress may consider and adopt a revocation of terrestrial radio's exemption from paying royalties to performing artists and record companies for use of their recordings (radio already pays a royalty to songwriters, composers and publishers). In addition, commercial radio broadcasters and entities representing artists are negotiating agreements that could result in broadcast stations paying royalties to artists. A requirement to pay additional royalties could have an adverse effect on our business operations and financial performance. Moreover, it is possible that our license fees and negotiating costs associated with obtaining rights to use musical compositions and sound recordings in our programming could sharply increase as a result of private negotiations, one or more regulatory rate-setting processes, or administrative and court decisions. We cannot predict whether such increases will occur.

The television and distribution industries in the United States are highly regulated by U.S. federal laws and regulations issued and administered by various federal agencies, including the FCC. The television broadcasting industry is subject to extensive regulation by the FCC under the Communications Act. The U.S. Congress and the FCC currently have under consideration, and may in the future adopt, new laws, regulations, and policies regarding a wide variety of matters that could, directly or indirectly, affect the operation of TV One. For example, the FCC has initiated a proceeding to examine and potentially regulate more closely embedded advertising such as product placement and product integration. Enhanced restrictions affecting these means of delivering advertising messages may adversely affect TV One's advertising revenues. Changes to the media ownership and other FCC rules may affect the competitive landscape in ways that could increase the competition faced by TV One. Proposals have also been advanced from time to time before the U.S. Congress and the FCC to extend the program access rules (currently applicable only to those cable program services which also own or are owned by cable distribution systems) to all cable program services. TV One's ability to obtain the most favorable terms available for its content could be adversely affected should such an extension be enacted into law. TV One is unable to predict the effect that any such laws, regulations or policies may have on its operations.

Changes in U.S. tax laws could have a material adverse effect on the Company's cash flow, results of operations or financial condition.

On December 22, 2017, the Tax Cuts and Jobs Act (the "Act") was signed into law and contains broad and complex changes to U.S. Federal tax laws. The Company has provided for an estimated impact of the Act in the financial statements. The Company's interpretation of changes in the law requires significant judgments to be made, and significant estimates in the calculation of the provision for income taxes. However, additional guidance may be issued by the Internal Revenue Service, Department of Treasury, or other governing body that may significantly differ from the Company's interpretation of the Act's changes, which may result in a material adverse effect on the Company's cash flow, results of operations or financial condition.

New or changing federal, state or international privacy legislation or regulation could hinder the growth of our internet business.

A variety of federal and state laws govern the collection, use, retention, sharing and security of consumer data that our business uses to operate its services and to deliver certain advertisements to its customers, as well as the technologies used to collect such data. Not only are existing privacy-related laws in these jurisdictions evolving and subject to potentially disparate interpretation by governmental entities, new legislative proposals affecting privacy are now pending at both the federal and state level in the U.S. Changes to the interpretation of existing law or the adoption of new privacy-related requirements could hinder the growth of our business. Also, a failure or perceived failure to comply with such laws or requirements or with our own policies and procedures could result in significant liabilities, including a possible loss of consumer or investor confidence or a loss of customers or advertisers.

The loss of affiliation agreements could materially adversely affect TV One's results of operations.

TV One is dependent upon the maintenance of affiliation agreements with cable and direct broadcast distributors for its revenues, and there can be no assurance that these agreements will be renewed in the future on terms acceptable to such distributors. The loss of one or more of these arrangements could reduce the distribution of TV One's programming services and reduce revenues from subscriber fees and advertising, as applicable. Further, the loss of favorable packaging, positioning, pricing or other marketing opportunities with any distributor could reduce revenues from subscribers and associated subscriber fees. In addition, consolidation among cable distributors and increased vertical integration of such distributors into the cable or broadcast network business have provided more leverage to these distributors and could adversely affect TV One's ability to maintain or obtain distribution for its network programming on favorable or commercially reasonable terms, or at all. The results of renewals could have a material adverse effect on TV One's revenues and results and operations. We cannot assure you that TV One will be able to renew its affiliation agreements on commercially reasonable terms, or at all. The loss of a significant number of these arrangements or the loss of carriage on basic programming tiers could reduce the distribution of our content, which may adversely affect our revenues from subscriber fees and our ability to sell national and local advertising time.

Changes in consumer behavior resulting from new technologies and distribution platforms may impact the performance of our businesses.

TV One faces emerging competition from other providers of digital media, some of which have greater financial, marketing and other resources than we do. In particular, content offered over the internet has become more prevalent as the speed and quality of broadband networks have improved. Providers such as Netflix™, Hulu™, Apple™, Amazon™ and Google™, as well as gaming and other consoles such as Microsoft's Xbox™, Sony's PS4™, Nintendo's Wii™, and Roku™, are aggressively establishing themselves as alternative providers of video services, including online TV services. Most recently, new online distribution services have emerged offering live sports and other content without paying for a traditional cable bundle of channels. These services and the growing availability of online content, coupled with an expanding market for mobile devices and tablets that allow users to view content on an on-demand basis and internet-connected televisions, may impact TV One's distribution for its services and content. Additionally, devices or services that allow users to view television programs away from traditional cable providers or on a time-shifted basis and technologies that enable users to fast-forward or skip programming, including commercials, such as DVRs and portable digital devices and systems that enable users to store or make portable copies of content, have caused changes in consumer behavior that may affect the attractiveness of our offerings to advertisers and could therefore adversely affect our revenues. If we cannot ensure that our distribution methods and content are responsive to TV One's target audiences, our business could be adversely affected.

Our President and Chief Executive Officer has an interest in TV One that may conflict with your interests.

Pursuant to the terms of employment with our President and Chief Executive Officer, Mr. Alfred C. Liggins, III, in recognition of Mr. Liggins' contributions in founding TV One on our behalf, he is eligible to receive an award amount equal to approximately 4% of any proceeds from distributions or other liquidity events in excess of the return of our aggregate investment in TV One (the "Employment Agreement Award"). Our obligation to pay the award was triggered after our recovery of the aggregate amount of our pre-Comcast Buyout capital contribution in TV One, and payment is required only upon actual receipt of distributions of cash or marketable securities or proceeds from a liquidity event in excess of such invested amount. Mr. Liggins' rights to the Employment Agreement Award (i) cease if he is terminated for cause or he resigns without good reason and (ii) expire at the termination of his employment (but similar rights could be included in the terms of a new employment agreement or arrangement). As a result of this arrangement, the interest of Mr. Liggins' with respect to TV One may conflict with your interests as holders of our debt or equity securities.

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

As of December 31, 2018, our Chairperson and her son, our President and CEO, collectively held approximately 96% of the outstanding voting power of our common stock. As a result, our Chairperson and our CEO control our management and policies and decisions involving or impacting upon Urban One, including transactions involving a change of control, such as a sale or merger. The interests of these stockholders may differ from the interests of our other stockholders and our debt holders. In addition, certain covenants in our debt instruments require that our Chairperson and the CEO maintain a specified ownership and voting interest in Urban One, and prohibit other parties' voting interests from exceeding specified amounts. Our Chairperson and the CEO have agreed to vote their shares together in elections of members to the Board of Directors of Urban One.

Further, we are a "controlled company" under rules governing the listing of our securities on the NASDAQ Stock Market because more than 50% of our voting power is held by our Chairperson and the CEO. Therefore, we are not subject to NASDAQ Stock Market listing rules that would otherwise require us to have: (i) a majority of independent directors on the board; (ii) a compensation committee composed solely of independent directors; (iii) a nominating committee composed solely of independent directors; (iv) compensation of our executive officers determined by a majority of the independent directors or a compensation committee composed solely of independent directors; and (v) director nominees selected, or recommended for the board's selection, either by a majority of the independent directors or a nominating committee composed solely of independent directors. While a majority of our board members are currently independent directors, we do not make any assurances that a majority of our board members will be independent directors at any given time.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 2. PROPERTIES

The types of properties required to support each of our radio stations include offices, studios and transmitter/antenna sites. Our other media properties, such as Interactive One, generally only require office space. We typically lease our studio and office space with lease terms ranging from five to 10 years in length. A station's studios are generally housed with its offices in business districts. We generally consider our facilities to be suitable and of adequate size for our current and intended purposes. We lease a majority of our main transmitter/antenna sites and associated broadcast towers and, when negotiating a lease for such sites, we try to obtain a lengthy lease term with options to renew. In general, we do not anticipate difficulties in renewing facility or transmitter/antenna site leases, or in leasing additional space or sites, if required.

We own substantially all of our equipment, consisting principally of transmitting antennae, transmitters, studio equipment and general office equipment. The towers, antennae and other transmission equipment used by our stations are generally in good condition, although opportunities to upgrade facilities are periodically reviewed. The tangible personal property owned by us and the real property owned or leased by us are subject to security interests under our senior credit facility.

ITEM 3. LEGAL PROCEEDINGS

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

ITEM 4. MINE SAFETY DISCLOSURE

Not applicable.

PART II.

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Price Range of Our Class A and Class D Common Stock

Our Class A voting common stock is traded on The NASDAQ Stock Market ("NASDAQ") under the symbol "UONE." The following table presents, for the quarters indicated, the high and low daily closing prices per share of our Class A Common Stock as reported on the NASDAQ.

	<u>High</u>	<u>Low</u>
2018		
First Quarter	\$ 2.20	\$ 1.65
Second Quarter	\$ 3.30	\$ 1.71
Third Quarter	\$ 3.25	\$ 2.25
Fourth Quarter	\$ 3.04	\$ 2.01
2017		
First Quarter	\$ 3.35	\$ 2.50
Second Quarter	\$ 3.50	\$ 1.86
Third Quarter	\$ 2.25	\$ 1.58
Fourth Quarter	\$ 2.10	\$ 1.40

Our Class D non-voting common stock is traded on the NASDAQ under the symbol "UONEK." The following table presents, for the quarters indicated, the high and low daily closing prices per share of our Class D Common Stock as reported on the NASDAQ.

	<u>High</u>	<u>Low</u>
2018		
First Quarter	\$ 2.20	\$ 1.70
Second Quarter	\$ 2.25	\$ 1.70
Third Quarter	\$ 2.35	\$ 2.00
Fourth Quarter	\$ 2.35	\$ 1.61
2017		
First Quarter	\$ 3.30	\$ 2.45
Second Quarter	\$ 3.45	\$ 1.85
Third Quarter	\$ 2.20	\$ 1.50
Fourth Quarter	\$ 2.10	\$ 1.45

Number of Stockholders

Based upon a survey of record holders and a review of our stock transfer records, as of February 15, 2019, there were approximately 1,500 holders of Urban One's Class A Common Stock, two holders of Urban One's Class B Common Stock, three holders of Urban One's Class C Common Stock, and approximately 1,734 holders of Urban One's Class D Common Stock.

Dividends

Since first selling our common stock publicly in May 1999, we have not declared any cash dividends on any class of our common stock. We intend to retain future earnings for use in our business and do not anticipate declaring or paying any cash or stock dividends on shares of our common stock in the foreseeable future. In addition, any determination to declare and pay dividends will be made by our Board of Directors in light of our earnings, financial position, capital requirements, contractual restrictions contained in our credit facility and the indentures governing our senior subordinated notes, and other factors as the Board of Directors deems relevant. (See Note 9 of our consolidated financial statements — *Long-Term Debt*.)

ITEM 6. SELECTED FINANCIAL DATA

Not required for smaller reporting companies.

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

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

Overview

For the year ended December 31, 2018, consolidated net revenue decreased approximately 0.2% compared to the year ended December 31, 2017. For 2019, our strategy will be to: (i) grow market share; (ii) improve audience share in certain markets and improve revenue conversion of strong and stable audience share in certain other markets; and (iii) grow and diversify our revenue by successfully executing our multimedia strategy.

The state of the economy, competition from digital audio players, the internet, cable television and satellite radio, among other new media outlets, audio and video streaming on the internet, and consumers' increased focus on mobile applications, are some of the reasons our core radio business has seen slow or negative growth over the past few years. In addition to making overall cutbacks, advertisers continue to shift their advertising budgets away from traditional media such as newspapers, broadcast television and radio to these new media outlets. Internet companies have evolved from being large sources of advertising revenue for radio companies to being significant competitors for radio advertising dollars. While these dynamics present significant challenges for companies that are focused solely in the radio industry, through our online properties, which includes our radio websites, Interactive One and other online verticals, as well as our cable television business, we are poised to provide advertisers and creators of content with a multifaceted way to reach African-American consumers.

Results of Operations

Revenue

Within our core radio business, we primarily derive revenue from the sale of advertising time and program sponsorships to local and national advertisers on our radio stations. Advertising revenue is affected primarily by the advertising rates our radio stations are able to charge, as well as the overall demand for radio advertising time in a market. These rates are largely based upon a radio station's audience share in the demographic groups targeted by advertisers, the number of radio stations in the related market, and the supply of, and demand for, radio advertising time. Advertising rates are generally highest during morning and afternoon commuting hours.

Net revenue consists of gross revenue, net of local and national agency and outside sales representative commissions. Agency and outside sales representative commissions are calculated based on a stated percentage applied to gross billing.

The following chart shows the percentage of consolidated net revenue generated by each reporting segment.

	For the Years Ended December 31,	
	2018	2017
Radio broadcasting segment	41.6%	40.2%
Reach Media segment	9.8%	10.3%
Digital segment	7.2%	7.0%
Cable television segment	42.0%	42.6%
Corporate/eliminations	(0.6)%	(0.1)%

The following chart shows the percentages generated from local and national advertising as a subset of net revenue from our core radio business.

	For the Years Ended December 31,	
	2018	2017
Percentage of core radio business generated from local advertising	58.1%	60.1%
Percentage of core radio business generated from national advertising, including network advertising	38.0%	35.9%

National and local advertising also includes advertising revenue generated from our digital segment. The balance of net revenue from our radio segment was generated from tower rental income, ticket sales and revenue related to our sponsored events, management fees and other revenue.

The following charts show our net revenue (and sources) for the years ended December 31, 2018 and 2017:

	Year Ended December 31,		\$ Change	% Change
	2018	2017		
(Unaudited)				
(In thousands)				
Net Revenue:				
Radio Advertising	\$ 198,854	\$ 200,417	\$ (1,563)	(0.8)%
Political Advertising	6,590	2,052	4,538	221.2%
Digital Advertising	31,510	30,735	775	2.5%
Cable Television Advertising	76,429	79,422	(2,993)	(3.8)%
Cable Television Affiliate Fees	107,277	106,310	967	0.9%
Event Revenues & Other	18,438	21,105	(2,667)	(12.6)%
Net Revenue (as reported)	\$ 439,098	\$ 440,041	\$ (943)	(0.2)%

In the broadcasting industry, radio stations and television stations often utilize trade or barter agreements to reduce cash expenses by exchanging advertising time for goods or services. In order to maximize cash revenue for our spot inventory, we closely manage the use of trade and barter agreements.

Within our digital segment, including Interactive One which generates the majority of the Company's digital revenue, revenue is principally derived from advertising services on non-radio station branded, but Company-owned websites. Advertising services include the sale of banner and sponsorship advertisements. Advertising revenue is recognized either as impressions (the number of times advertisements appear in viewed pages) are delivered, when "click through" purchases are made, or ratably over the contract period, where applicable. In addition, Interactive One derives revenue from its studio operations, in which it provides third-party clients with publishing services including digital platforms and related expertise. In the case of the studio operations, revenue is recognized primarily through fixed contractual monthly fees and/or as a share of the third party's reported revenue.

Our cable television segment generates the Company's cable television revenue, and derives its revenue principally from advertising and affiliate revenue. Advertising revenue is derived from the sale of television air time to advertisers and is recognized when the advertisements are run. Our cable television segment also derives revenue from affiliate fees under the terms of various affiliation agreements based upon a per subscriber fee multiplied by most recent subscriber counts reported by the applicable affiliate.

Reach Media primarily derives its revenue from the sale of advertising in connection with its syndicated radio shows, including the Tom Joyner Morning Show and our other syndicated programming assets, including the Rickey Smiley Morning Show, the Russ Parr Morning Show and the DL Hughley Show. Reach Media also operates www.BlackAmericaWeb.com, an African-American targeted news and entertainment website. Additionally, Reach Media operates various other event-related activities.

Expenses

Our significant expenses are: (i) employee salaries and commissions; (ii) programming expenses; (iii) marketing and promotional expenses; (iv) rental of premises for office facilities and studios; (v) rental of transmission tower space; (vi) music license royalty fees; and (vii) content amortization. We strive to control these expenses by centralizing certain functions such as finance, accounting, legal, human resources and management information systems and, in certain markets, the programming management function. We also use our multiple stations, market presence and purchasing power to negotiate favorable rates with certain vendors and national representative selling agencies. In addition to salaries and commissions, major expenses for our internet business include membership traffic acquisition costs, software product design, post-application software development and maintenance, database and server support costs, the help desk function, data center expenses connected with internet service provider ("ISP") hosting services and other internet content delivery expenses. Major expenses for our cable television business include content acquisition and amortization, sales and marketing.

We generally incur marketing and promotional expenses to increase and maintain our audiences. However, because Nielsen reports ratings either monthly or quarterly, depending on the particular market, any changed ratings and the effect on advertising revenue tends to lag behind both the reporting of the ratings and the incurrence of advertising and promotional expenditures.

Measurement of Performance

We monitor and evaluate the growth and operational performance of our business using net income and the following key metrics:

(a) *Net revenue*: 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 revenue. Net revenue consists of gross revenue, net of local and national agency and outside sales representative commissions consistent with industry practice. Net revenue is recognized in the period in which advertisements are broadcast. Net revenue also includes advertising aired in exchange for goods and services, which is recorded at fair value, revenue from sponsored events and other revenue. Net revenue is recognized for our online business as impressions are delivered, as “click throughs” are made or ratably over contract periods, where applicable. Net revenue is recognized for our cable television business as advertisements are run, and during the term of the affiliation agreements at levels appropriate for the most recent subscriber counts reported by the affiliate, net of launch support.

(b) *Broadcast and digital operating income*: Net income (loss) before depreciation and amortization, income taxes, interest expense, interest income, noncontrolling interests in income of subsidiaries, other (income) expense, corporate selling, general and administrative expenses, stock-based compensation, impairment of long-lived assets, (gain) loss on retirement of debt and gain on sale-leaseback, is commonly referred to in the radio broadcasting industry as “station operating income.” However, given the diverse nature of our business, station operating income is not truly reflective of our multi-media operation and, therefore, we now use the term broadcast and digital operating income. Broadcast and digital operating income is not a measure of financial performance under accounting principles generally accepted in the United States of America (“GAAP”). Nevertheless, broadcast and digital operating income is a significant measure used by our management to evaluate the operating performance of our core operating segments. Broadcast and digital operating income provides helpful information about our results of operations, apart from expenses associated with our fixed and long-lived intangible assets, income taxes, investments, impairment charges, debt financings and retirements, corporate overhead and stock-based compensation. Our measure of broadcast and digital operating income is similar to industry use of station operating income; however, it reflects our more diverse business and therefore is not completely analogous to “station operating income” or other similarly titled measures as used by other companies. Broadcast and digital operating income does not represent operating loss or cash flow from operating activities, as those terms are defined under GAAP, and should not be considered as an alternative to those measurements as an indicator of our performance.

(c) *Broadcast and digital operating income margin*: Broadcast and digital operating income margin represents broadcast and digital operating income as a percentage of net revenue. Broadcast and digital operating income margin is not a measure of financial performance under GAAP. Nevertheless, we believe that broadcast and digital operating income margin is a useful measure of our performance because it provides helpful information about our profitability as a percentage of our net revenue. Broadcast and digital operating margin includes results from all four segments (radio broadcasting, Reach Media, digital and cable television).

(d) *Adjusted EBITDA*: Adjusted EBITDA consists of net (loss) income plus (1) depreciation and amortization, income taxes, interest expense, noncontrolling interests in income of subsidiaries, impairment of long-lived assets, stock-based compensation, (gain) loss on retirement of debt, gain on sale-leaseback, employment agreement, incentive plan award expenses and other compensation, contingent consideration from acquisition, severance-related costs, cost method investment income, less (2) other income and interest income. Net income before interest income, interest expense, income taxes, depreciation and amortization is commonly referred to in our business as “EBITDA.” Adjusted EBITDA and EBITDA are not measures of financial performance under GAAP. We believe Adjusted EBITDA is often a useful measure of a company’s operating performance and is a significant measure used by our management to evaluate the operating performance of our business because Adjusted EBITDA excludes charges for depreciation, amortization and interest expense that have resulted from our acquisitions and debt financing, our taxes, impairment charges, and gain on retirements of debt. Accordingly, we believe that Adjusted EBITDA provides useful information about the operating performance of our business, apart from the expenses associated with our fixed assets and long-lived intangible assets, capital structure or the results of our affiliated company. Adjusted EBITDA is frequently used as one of the measures for comparing businesses in the broadcasting industry, although our measure of Adjusted EBITDA may not be comparable to similarly titled measures of other companies, including, but not limited to the fact that our definition includes the results of all four of our operating segments (radio broadcasting, Reach Media, digital and cable television). Adjusted EBITDA and EBITDA do not purport to represent operating income or cash flow from operating activities, as those terms are defined under GAAP, and should not be considered as alternatives to those measurements as an indicator of our performance.

Summary of Performance

The table below provides a summary of our performance based on the metrics described above:

	For the Years Ended December 31,	
	2018	2017
	(In thousands, except margin data)	
Net revenue	\$ 439,098	\$ 440,041
Broadcast and digital operating income	164,815	161,701
Broadcast and digital operating income margin	37.5%	36.7%
Adjusted EBITDA	140,622	137,098
Net income attributable to common stockholders	141,001	111,887

The reconciliation of net income to broadcast and digital operating income is as follows:

	For the Years Ended December 31,	
	2018	2017
	(In thousands)	
Net income attributable to common stockholders, as reported	\$ 141,001	\$ 111,887
Add back non-broadcast and digital operating income items included in net income:		
Interest income	(240)	(200)
Interest expense	76,667	79,420
Benefit from income taxes	(138,758)	(123,163)
Corporate selling, general and administrative, excluding stock-based compensation	32,019	41,171
Stock-based compensation	4,711	4,647
Gain on sale-leaseback	—	(14,411)
Loss on retirement of debt	1,809	5,219
Other income, net	(8,002)	(6,608)
Depreciation and amortization	33,189	34,016
Noncontrolling interests in income of subsidiaries	1,163	575
Impairment of long-lived assets	21,256	29,148
Broadcast and digital operating income	<u>\$ 164,815</u>	<u>\$ 161,701</u>

The reconciliation of net income to adjusted EBITDA is as follows:

	For the Years Ended December 31,	
	2018	2017
	(In thousands)	
Adjusted EBITDA reconciliation:		
Consolidated net income attributable to common stockholders, as reported	\$ 141,001	\$ 111,887
Interest income	(240)	(200)
Interest expense	76,667	79,420
Benefit from income taxes	(138,758)	(123,163)
Depreciation and amortization	33,189	34,016
EBITDA	<u>\$ 111,859</u>	<u>\$ 101,960</u>
Stock-based compensation	4,711	4,647
Gain on sale-leaseback	—	(14,411)
Loss on retirement of debt	1,809	5,219
Other income, net	(8,002)	(6,608)
Noncontrolling interests in income of subsidiaries	1,163	575
Impairment of long-lived assets	21,256	29,148
Employment Agreement Award, incentive plan award expenses and other compensation	(3,654)	9,084
Contingent consideration from acquisition	2,399	(226)
Severance-related costs	2,032	1,629
Cost method investment income from MGM National Harbor	7,049	6,081
Adjusted EBITDA	<u>\$ 140,622</u>	<u>\$ 137,098</u>

RADIO ONE, INC. AND SUBSIDIARIES
RESULTS OF OPERATIONS

The following table summarizes our historical consolidated results of operations:

Year Ended December 31, 2018 Compared to Year Ended December 31, 2017 (In thousands)

	For the Years Ended		Increase/(Decrease)	
	December 31,			
	2018	2017		
Statements of Operations:				
Net revenue	\$ 439,098	\$ 440,041	\$ (943)	(0.2)%
Operating expenses:				
Programming and technical, excluding stock-based compensation	125,316	130,417	(5,101)	(3.9)
Selling, general and administrative, excluding stock-based compensation	148,967	147,923	1,044	0.7
Corporate selling, general and administrative, excluding stock-based compensation	32,019	41,171	(9,152)	(22.2)
Stock-based compensation	4,711	4,647	64	1.4
Depreciation and amortization	33,189	34,016	(827)	(2.4)
Impairment of long-lived assets	21,256	29,148	(7,892)	(27.1)
Total operating expenses	<u>365,458</u>	<u>387,322</u>	<u>(21,864)</u>	<u>(5.6)</u>
Operating income	73,640	52,719	20,921	39.7
Interest income	240	200	40	20.0
Interest expense	76,667	79,420	(2,753)	(3.5)
Gain on sale-leaseback	—	(14,411)	(14,411)	(100.0)
Loss on retirement of debt	1,809	5,219	(3,410)	(65.3)
Other income, net	<u>(8,002)</u>	<u>(6,608)</u>	<u>1,394</u>	<u>21.1</u>
Income (loss) before benefit from income taxes and noncontrolling interests in income of subsidiaries	3,406	(10,701)	14,107	131.8
Benefit from income taxes	(138,758)	(123,163)	15,595	12.7
Net income	<u>142,164</u>	<u>112,462</u>	<u>29,702</u>	<u>26.4</u>
Noncontrolling interests in income of subsidiaries	<u>1,163</u>	<u>575</u>	<u>588</u>	<u>102.3</u>
Net income attributable to common stockholders	<u>\$ 141,001</u>	<u>\$ 111,887</u>	<u>\$ 29,114</u>	<u>26.0%</u>

Net revenue

Year Ended December 31,		Increase/(Decrease)	
2018	2017		
\$ 439,098	\$ 440,041	\$ (943)	(0.2)%

During the year ended December 31, 2018, we recognized approximately \$439.1 million in net revenue compared to approximately \$440.0 million during the year ended December 31, 2017. These amounts are net of agency and outside sales representative commissions. Net revenues from our radio broadcasting segment for the year ended December 31, 2018, increased 3.4% from the same period in 2017. Based on reports prepared by the independent accounting firm Miller, Kaplan, Arase & Co., LLP (“Miller Kaplan”), the radio markets we operate in (excluding Richmond and Raleigh, both of which no longer participate in Miller Kaplan) decreased 1.7% in total revenues for the year ended December 31, 2018, consisting of a decrease of 3.8% in local revenues, partially offset by an increase of 2.6% in national revenues and an increase of 2.3% in digital revenues. We experienced net revenue growth, most significantly in our Baltimore, Cincinnati, Cleveland, Columbus, Dallas, Indianapolis, and Washington DC markets, which was partially offset by declines most significantly in our Atlanta and Richmond markets. Net revenue for our Reach Media segment decreased 5.6% for the year ended December 31, 2018, compared to the same period in 2017, due primarily to downward pricing pressure. We recognized approximately \$184.3 million from our cable television segment for the year ended December 31, 2018, compared to approximately \$187.5 million of revenue for the same period in 2017, with the decrease due primarily to lower advertising sales. Net revenue from our digital segment increased \$823,000 and 2.7% for the year ended December 31, 2018, compared to the same period in 2017, primarily to an increase in indirect revenues and due to performance from our new digital acquisition.

Operating expenses

Programming and technical, excluding stock-based compensation

Year Ended December 31,		Increase/(Decrease)	
2018	2017		
\$ 125,316	\$ 130,417	\$ (5,101)	(3.9)%

Programming and technical expenses include expenses associated with on-air talent and the management and maintenance of the systems, tower facilities, and studios used in the creation, distribution and broadcast of programming content on our radio stations. Programming and technical expenses for the radio segment also include expenses associated with our programming research activities and music royalties. For our digital segment, programming and technical expenses include software product design, post-application software development and maintenance, database and server support costs, the help desk function, data center expenses connected with ISP hosting services and other internet content delivery expenses. For our cable television segment, programming and technical expenses include expenses associated with technical, programming, production, and content management. The decrease in programming and technical expenses for the year ended December 31, 2018, compared to the same period in 2017 is primarily to lower expenses in our Reach Media and cable television segments, which was partially offset by an increase in expenses at our radio broadcasting and digital segments. Our Reach Media segment generated a decrease of approximately \$4.5 million for the year ended December 31, 2018, compared to the same period in 2017, due primarily to lower contractual costs. Our cable broadcasting segment generated a decrease of approximately \$5.4 million for the year ended December 31, 2018, compared to the same period in 2017 due primarily to lower program content expense driven by reduced amortization for original programming. Our radio broadcasting segment generated an increase of approximately \$4.6 million for the year ended December 31, 2018, compared to the same period in 2017 due primarily to higher payroll costs, increased lease expense due to the sale-leaseback transaction, as well as an increase in certain music licensing costs.

Selling, general and administrative, excluding stock-based compensation

Year Ended December 31,		Increase/(Decrease)	
2018	2017		
\$ 148,967	\$ 147,923	\$ 1,044	0.7%

Selling, general and administrative expenses include expenses associated with our sales departments, offices and facilities and personnel (outside of our corporate headquarters), marketing and promotional expenses, special events and sponsorships and back office expenses. Expenses to secure ratings data for our radio stations and visitors’ data for our websites are also included in selling, general and administrative expenses. In addition, selling, general and administrative expenses for the radio broadcasting segment and digital segment include expenses related to the advertising traffic (scheduling and insertion) functions. Selling, general and administrative expenses also include membership traffic acquisition costs for our online business. The increase in expense for the year ended December 31, 2018, compared to the same period in 2017, is primarily driven by lower expenses at our Reach Media and cable television segments, offset by an increase in expenses at our radio broadcasting and digital segments.

Corporate selling, general and administrative, excluding stock-based compensation

Year Ended December 31,		Increase/(Decrease)	
2018	2017		
\$ 32,019	\$ 41,171	\$ (9,152)	(22.2)%

Corporate expenses consist of expenses associated with our corporate headquarters and facilities, including personnel as well as other corporate overhead functions. The decrease in expense for the year ended December 31, 2018, compared to the same period in 2017, is primarily driven by lower corporate expenses, which was partially offset by an increase in expenses at our Reach Media and cable television segments. During the quarter ended September 30, 2018, management changed the methodology used in calculating the fair value of the Company's Employment Agreement Award liability to simplify the calculation. The Compensation Committee of the Board of Directors approved the simplified method which eliminates certain assumptions that were historically used in the determination of the fair value of this liability. The revised methodology resulted in a credit adjustment of approximately \$6.6 million during the quarter ended September 30, 2018 to reflect this change in estimate. The liability was further reduced during the quarter ended December 31, 2018 using the simplified methodology, due primarily to an overall lower valuation. The increase in expense at our Reach Media and cable television segments was due primarily to higher compensation costs.

Stock-based compensation

Year Ended December 31,		Increase/(Decrease)	
2018	2017		
\$ 4,711	\$ 4,647	\$ 64	1.4%

The increase in stock-based compensation for the year ended December 31, 2018, compared to the same period in 2017, is primarily due to grants of stock awards for certain executive officers and other management personnel.

Depreciation and amortization

Year Ended December 31,		Increase/(Decrease)	
2018	2017		
\$ 33,189	\$ 34,016	\$ (827)	(2.4)%

The decrease in depreciation and amortization expense for the year ended December 31, 2018, was due to the mix of assets approaching or near the end of their useful lives.

Impairment of long-lived assets

Year Ended December 31,		Increase/(Decrease)	
2018	2017		
\$ 21,256	\$ 29,148	\$ (7,892)	(27.1)%

The impairment of long-lived assets for the year ended December 31, 2018, was related to a non-cash impairment charge recorded to reduce the carrying value of our Charlotte and Atlanta goodwill balances and a non-cash impairment charge recorded to reduce the carrying value of our Detroit radio broadcasting licenses. The impairment of long-lived assets for the year ended December 31, 2017, was related to a non-cash impairment charge recorded to reduce the carrying value of our Columbus and Houston radio broadcasting licenses.

Interest expense

Year Ended December 31,		Increase/(Decrease)	
2018	2017		
\$ 76,667	\$ 79,420	\$ (2,753)	(3.5)%

Interest expense decreased to approximately \$76.7 million for the year ended December 31, 2018, compared to approximately \$79.4 million for the same period in 2017, due to lower overall debt balances outstanding. On April 18, 2017, the Company closed on a new senior secured credit facility (the “2017 Credit Facility”). The proceeds from the 2017 Credit Facility were used to prepay in full the Company’s previously existing 2015 credit facility (the “2015 Credit Facility”) and the agreement governing such credit facility was terminated on April 18, 2017. On December 20, 2018, the Company closed on a new \$192.0 million unsecured credit facility (the “2018 Credit Facility”) and a new \$50.0 million loan secured by its interest in the MGM National Harbor Casino (the “MGM National Harbor Loan”). During the quarter ended December 31, 2018, in conjunction with entering into the 2018 Credit Facility and MGM National Harbor Loan, the Company repurchased approximately \$243.0 million of its 2020 Notes at an average price of approximately 100.88% of par.

Gain on sale-leaseback

Year Ended December 31,		Increase/(Decrease)	
2018	2017		
\$ —	\$ (14,411)	\$ (14,411)	(100.0)%

The gain on sale-leaseback for the year ended December 31, 2017 was due to a non-recurring event, the Company’s sale of certain land, towers, and equipment to a third party. The Company is leasing certain of the assets back from the buyer as part of its normal operations. The Company received proceeds of approximately \$25.0 million, resulting in an overall net gain sale of approximately \$22.5 million, of which approximately \$14.4 million was recognized immediately during the second quarter, and approximately \$8.1 million which was deferred and will be recognized into income over the lease term of ten years. This deferred gain will be recognized as a cumulative adjustment to equity when the Company adopts ASC 842 on January 1, 2019.

Loss on retirement of debt

Year Ended December 31,		Increase/(Decrease)	
2018	2017		
\$ 1,809	\$ 5,219	\$ (3,410)	(65.3)%

There was a net loss on retirement of debt of approximately \$1.8 million for the year ended December 31, 2018 due to the redemption of 2020 Notes throughout the year. During the quarter ended December 31, 2018, there was a loss on retirement of debt of approximately \$2.8 million which includes a write-off of previously capitalized debt financing costs and original issue discount associated with the 2020 Notes in the amount of \$649,000 and also includes approximately \$2.1 million associated with the premium paid to the bondholders. Prior to the quarter ended December 31, 2018, there was a gain on retirement of debt due to the redemption of the 2020 Notes at a discount during the first, second and third quarters. There was a loss on retirement of debt of approximately \$7.1 million for the year ended December 31, 2017, due to the retirement of the 2015 Credit Facility during the second quarter of 2017. This amount included a write-off of previously capitalized debt financing costs and original issue discount associated with the 2015 Credit Facility, and costs associated with the financing transactions. This loss was partially offset by a gain on retirement of debt of approximately \$1.9 million for the year ended December 31, 2017, due to the redemption of approximately \$40 million of our 2020 Notes at a discount during the third and fourth quarters.

Other income, net

Year Ended December 31,		Increase/(Decrease)	
2018	2017		
\$ (8,002)	\$ (6,608)	\$ 1,394	21.1%

Other income, net, increased to approximately \$8.0 million for the year ended December 31, 2018, compared to approximately \$6.6 million for the same period in 2017. We recognized other income in the amount of approximately \$7.0 million and \$6.1 million, for the years ended December 31, 2018 and 2017, respectively, related to our MGM investment. In addition, we recognized \$809,000 and \$539,000 in other income for the years ended December 31, 2018 and 2017, respectively, related to the deferred gain on sale lease-back transaction.

Benefit from income taxes

Year Ended December 31,		Increase/(Decrease)	
2018	2017		
\$ (138,758)	\$ (123,163)	\$ 15,595	12.7%

During the year ended December 31, 2018, the benefit from income taxes increased to approximately \$138.8 million compared to the benefit from income taxes of approximately \$123.2 million for the year ended December 31, 2017. The increase in the benefit from income taxes was primarily due to the valuation allowance release for federal and state net operating losses. For the year ended December 31, 2018, the income tax benefit consisted of deferred tax benefit of approximately \$139.4 million and current provision expense of \$604,000. For the year ended December 31, 2017, the income tax benefit consisted of deferred tax benefit of approximately \$124.1 million and current provision expense of \$978,000. During the quarter ended December 31, 2018, the Company concluded that it was more likely than not the deferred tax assets (“DTAs”) related to federal and state net operating losses would be realized. The Company maintains a valuation allowance of \$235,000 against certain of its DTAs in jurisdictions where we do not expect these assets to be realized. The tax provision resulted in an effective tax rate of (4,073.9)% and (1,150.9)% for the years ended December 31, 2018 and 2017, respectively. The annual effective tax rate for Urban One in 2018 primarily reflects the impact of the valuation allowance release, and 2017 primarily reflects the impact of the Tax Cuts and Jobs Act of 2017.

Noncontrolling interests in income of subsidiaries

Year Ended December 31,		Increase/(Decrease)	
2018	2017		
\$ 1,163	\$ 575	\$ 588	102.3%

The increase in noncontrolling interests in income of subsidiaries was primarily due to higher net income recognized by Reach Media for the year ended December 31, 2018, versus the same period in 2017.

Other Data

Broadcast and digital operating income

Broadcast and digital operating income increased to approximately \$164.8 million for the year ended December 31, 2018, compared to approximately \$161.7 million for the year ended December 31, 2017, an increase of approximately \$3.1 million or 1.9%. This increase was due to higher broadcast and digital operating income at our radio broadcasting, cable television and Reach Media segments, which was partially offset by an increase in broadcast and digital operating loss at our digital segment. Our radio broadcasting segment generated approximately \$66.0 million of broadcast and digital operating income during the year ended December 31, 2018, compared to approximately \$65.5 million during the year ended December 31, 2017, an increase of \$455,000. Reach Media generated approximately \$10.5 million of broadcast and digital operating income during the year ended December 31, 2018, compared to approximately \$7.5 million during the year ended December 31, 2017, with the increase due primarily to lower contractual costs. Our digital segment generated approximately \$5.9 million of broadcast and digital operating loss during the year ended December 31, 2018, compared to approximately \$1.5 million of broadcast and digital operating loss during the year ended December 31, 2017. The increase in our digital segment’s broadcast and digital operating loss is primarily due to increased investment in video. Finally, TV One generated approximately \$94.3 million of broadcast and digital operating income during the year ended December 31, 2018, compared to approximately \$90.2 million during the year ended December 31, 2017, with the increase due primarily to lower content amortization expense and lower selling, general and administrative expenses.

Broadcast and digital operating income margin

Broadcast and digital operating income margin increased to 37.5% for the year ended December 31, 2018, from 36.7% for 2017. The margin increase was primarily attributable to higher broadcast and digital operating income as described above.

Liquidity and Capital Resources

Our primary source of liquidity is cash provided by operations and, to the extent necessary, other debt or equity financing.

See Note 9 to our consolidated financial statements — *Long-Term Debt* for further information on liquidity and capital resources.

As of December 31, 2018, ratios calculated in accordance with the 2017 Credit Facility were as follows:

	As of December 31, 2018	Covenant Limit	Excess Coverage
Interest Coverage			
Covenant EBITDA / Interest Expense	1.93x	1.25x	0.68x
Senior Secured Leverage			
Senior Secured Debt / Covenant EBITDA	4.73x	5.85x	1.12x

Covenant EBITDA – Earnings before interest, taxes, depreciation and amortization (“EBITDA”) adjusted for certain other adjustments, as defined in the 2017 Credit Facility

The following table summarizes the interest rates in effect with respect to our debt as of December 31, 2018:

Type of Debt	Amount Outstanding (In millions)	Applicable Interest Rate
2017 Credit Facility, net of original issue discount and issuance costs (at variable rates)(1)	\$ 317.2	6.53%
9.25% Senior Subordinated Notes, net of original issue discount and issuance costs (fixed rate)	2.0	9.25%
7.375% Senior Secured Notes, net of original issue discount and issuance costs (fixed rate)	346.7	7.375%
Comcast Note due April 2019 (fixed rate)	11.9	10.47%
2018 Credit Facility, net of original issue discount and issuance costs (fixed rate)	187.3	12.875%
MGM National Harbor Loan, net of original issue discount and issuance costs (fixed rate, including PIK)	47.4	11.0%

(1) Subject to variable LIBOR plus a spread that is incorporated into the applicable interest rate set forth above.

The following table provides a comparison of our statements of cash flows for the years ended December 31, 2018 and 2017:

	2018	2017
	(In thousands)	
Net cash flows provided by operating activities	\$ 50,229	\$ 28,307
Net cash flows provided by investing activities	3,200	12,555
Net cash flows used in financing activities	(75,350)	(49,832)

Net cash flows provided by operating activities were approximately \$50.2 million and \$28.3 million for the years ended December 31, 2018 and 2017, respectively. Cash flow from operating activities for the year ended December 31, 2018, increased from the prior year primarily due to timing of collections of accounts receivable, payments of accrued compensation and lower payments for content assets.

Net cash flows provided by investing activities were approximately \$3.2 million and \$12.6 million for the years ended December 31, 2018 and 2017, respectively. Capital expenditures, including digital tower and transmitter upgrades, and deposits for station equipment and purchases were approximately \$4.4 million and \$7.4 million for the years ended December 31, 2018 and 2017, respectively. During the year ended December 31, 2018, the Company paid approximately \$4.8 million to complete the acquisition of our new WTEM Washington DC station and Detroit translators and we received proceeds of approximately \$12.8 million for the sale of our Detroit WPZR-FM station assets. During the year ended December 31, 2017, the Company paid approximately \$2.0 million to complete the acquisition of our new Richmond and Washington DC stations and during the year ended December 31, 2017, the Company paid approximately \$5.0 million towards the acquisition of certain digital assets from Moguldom. During the year ended December 31, 2017, the Company received proceeds of approximately \$2.0 million to complete the sale of its Detroit WCHB-AM station. During the year ended December 31, 2017, the Company received proceeds of approximately \$25.0 million to complete its sale of certain land, towers and equipment as part of a sale-leaseback transaction.

Net cash flows used in financing activities were approximately \$75.4 million and \$49.8 million for the years ended December 31, 2018 and 2017, respectively. During the years ended December 31, 2018 and 2017, the Company repaid approximately \$23.4 million and \$347.4 million, respectively, in outstanding debt. During the year ended December 31, 2018, we borrowed approximately \$192.0 million in new 2018 Credit Facility and we borrowed approximately \$50.0 million in the MGM National Harbor Loan. During the year ended December 31, 2017, we borrowed approximately \$350.0 million in new 2017 Credit Facility. During the years ended December 31, 2018 and 2017, respectively, we capitalized approximately \$7.4 million and \$8.9 million, respectively, of costs associated with our indebtedness. During the years ended December 31, 2018 and 2017, respectively, the Company repurchased approximately \$271.9 million and \$38.6 million of our 2020 Notes and during the year ended December 31, 2018, the Company paid a premium of approximately \$2.1 million to retire the 2020 Notes. During the years ended December 31, 2018 and 2017, we repurchased approximately \$8.2 million and \$5.0 million of our Class A and Class D Common Stock, respectively. Reach Media paid approximately \$2.2 million in dividends to noncontrolling interest shareholders for the year ended December 31, 2018. During the year ended December 31, 2018, the Company distributed approximately \$1.1 million of contingent consideration related to the Moguldom acquisition.

Credit Rating Agencies

Our corporate credit ratings by Standard & Poor's Rating Services and Moody's Investors Service are speculative-grade and have been downgraded and upgraded at various times during the last several years. Any reductions in our credit ratings could increase our borrowing costs, reduce the availability of financing to us or increase our cost of doing business or otherwise negatively impact our business operations.

Recent Accounting Pronouncements

See Note 1 of our consolidated financial statements — *Organization and Summary of Significant Accounting Policies* for a summary of recent accounting pronouncements.

CRITICAL ACCOUNTING POLICIES AND ESTIMATES

Our accounting policies are described in Note 1 of our consolidated financial statements – *Organization and Summary of Significant Accounting Policies*. We prepare our consolidated financial statements in conformity with GAAP, which require us to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the year. Actual results could differ from those estimates. We consider the following policies and estimates to be most critical in understanding the judgments involved in preparing our financial statements and the uncertainties that could affect our results of operations, financial condition and cash flows.

Stock-Based Compensation

The Company accounts for stock-based compensation for stock options and restricted stock grants in accordance with ASC 718, "*Compensation - Stock Compensation*." Under the provisions of ASC 718, stock-based compensation cost for stock options is estimated at the grant date based on the award's fair value as calculated by the Black-Scholes valuation option-pricing model ("BSM") and is recognized as expense, less estimated forfeitures, ratably over the requisite service period. The BSM incorporates various highly subjective assumptions including expected stock price volatility, for which historical data is heavily relied upon, expected life of options granted, forfeiture rates and interest rates. If any of the assumptions used in the BSM model change significantly, stock-based compensation expense may differ materially in the future from that previously recorded. Compensation expense for restricted stock grants is measured based on the fair value on the date of grant less estimated forfeitures. Compensation expense for restricted stock grants is recognized ratably during the vesting period.

Goodwill and Radio Broadcasting Licenses

Impairment Testing

We have made several acquisitions in the past for which a significant portion of the purchase price was allocated to radio broadcasting licenses and goodwill. Goodwill exists whenever the purchase price exceeds the fair value of tangible and identifiable intangible net assets acquired in business combinations. As of December 31, 2018, we had approximately \$600.1 million in broadcast licenses and \$245.6 million in goodwill, which totaled \$845.7 million, and represented approximately 68.3% of our total assets. Therefore, we believe estimating the fair value of goodwill and radio broadcasting licenses is a critical accounting estimate because of the significance of their carrying values in relation to our total assets. For the years ended December 31, 2018 and 2017, we recorded impairment charges against radio broadcasting licenses and goodwill, collectively, of approximately \$21.3 million and \$29.1 million, respectively. Significant impairment charges have been an on-going trend experienced by media companies in general, and are not unique to us.

We test for impairment annually across all reporting units, or when events or changes in circumstances or other conditions suggest impairment may have occurred in any given reporting unit. Our annual impairment testing is performed as of October 1 of each year. Impairment exists when the carrying value of these assets exceeds its respective fair value. When the carrying value exceeds fair value, an impairment amount is charged to operations for the excess.

Valuation of Broadcasting Licenses

We utilize the services of a third-party valuation firm to assist us in estimating the fair value of our radio broadcasting licenses and reporting units. Fair value is estimated to be the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. We use the income approach to test for impairment of radio broadcasting licenses. A projection period of 10 years is used, as that is the time horizon in which operators and investors generally expect to recover their investments. When evaluating our radio broadcasting licenses for impairment, the testing is done at the unit of accounting level as determined by ASC 350, "Intangibles - Goodwill and Other." In our case, each unit of accounting is a cluster of radio stations into one of our 15 geographical markets. Broadcasting license fair values are based on the discounted future cash flows of the applicable unit of accounting assuming an initial hypothetical start-up operation which possesses FCC licenses as the only asset. Over time, it is assumed the operation acquires other tangible assets such as advertising and programming contracts, employment agreements and going concern value, and matures into an average performing operation in a specific radio market. The income approach model incorporates several variables, including, but not limited to: (i) radio market revenue estimates and growth projections; (ii) estimated market share and revenue for the hypothetical participant; (iii) likely media competition within the market; (iv) estimated start-up costs and losses incurred in the early years; (v) estimated profit margins and cash flows based on market size and station type; (vi) anticipated capital expenditures; (vii) estimated future terminal values; (viii) an effective tax rate assumption; and (ix) a discount rate based on the weighted-average cost of capital for the radio broadcast industry. In calculating the discount rate, we considered: (i) the cost of equity, which includes estimates of the risk-free return, the long-term market return, small stock risk premiums and industry beta; (ii) the cost of debt, which includes estimates for corporate borrowing rates and tax rates; and (iii) estimated average percentages of equity and debt in capital structures.

Valuation of Goodwill

The impairment testing of goodwill is performed at the reporting unit level. We had 18 reporting units as of our October 2018 annual impairment assessment, consisting of each of the 15 radio markets within the radio division and each of the other three business divisions. In testing for the impairment of goodwill, we primarily rely on the income approach. The approach involves a 10-year model with similar variables as described above for broadcasting licenses, except that the discounted cash flows are based on the Company's estimated and projected market revenue, market share and operating performance for its reporting units, instead of those for a hypothetical participant. We use a 5-year model for our Reach Media reporting unit. We evaluate all events and circumstances on an interim basis to determine if an impairment indicator is present and also perform annual testing by comparing the fair value of the reporting unit with its carrying amount. We recognize an impairment charge to operations in the amount that the reporting unit's carrying value exceeds its fair value. The impairment charge recognized cannot exceed the total amount of goodwill allocated to the reporting unit.

As part of our annual testing, when arriving at the estimated fair values for radio broadcasting licenses and goodwill, we also performed an analysis by comparing our overall average implied multiple based on our cash flow projections and fair values to recently completed sales transactions, and by comparing our fair value estimates to the market capitalization of the Company. The results of these comparisons confirmed that the fair value estimates resulting from our annual assessment for 2018 were reasonable.

Below are some of the key assumptions used in the income approach model for estimating the broadcasting license and goodwill fair values for the annual impairment testing performed and interim impairment testing performed where an impairment charge was recorded since January 1, 2017.

Radio Broadcasting Licenses	October 1, 2018	March 31, 2018(*)	October 1, 2017	September 30, 2017(a)	June 30, 2017(a)
Impairment charge (in millions)	\$ —	\$ 3.9	\$ —	\$ 16.4	\$ 12.7
Discount Rate	9.0%	*	9.0%	9.0%	9.0%
Year 1 Market Revenue Growth Rate Range	(1.2)% – (0.6)%	*	(5.0)% – 1.4%	(5.0)% – 2.0%	1.0% – 2.0%
Long-term Market Revenue Growth Rate Range (Years 6 – 10)	0.7% – 1.1%	*	0.5% – 1.5%	0.5% – 1.5%	0.5% – 1.5%
Mature Market Share Range	5.3% – 25.0%	*	6.8% – 25.4%	6.9% – 25.8%	6.9% – 15.3%
Mature Operating Profit Margin Range	28.3% – 41.1%	*	30.9% – 46.9%	31.0% – 47.0%	31.6% – 47.0%

(a) Reflects changes only to the key assumptions used in the interim testing for certain units of accounting.

(*) License fair value based on estimated asset sale consideration.

Goodwill (Radio Market Reporting Units)	October 1, 2018(a)	March 31, 2018(*)	October 1, 2017(a)
Impairment charge (in millions)	\$ 14.7	\$ 2.7	\$ —
Discount Rate	9.0%	*	9.0%
Year 1 Market Revenue Growth Rate Range	(8.0)% – 27.5%	*	(8.4)% – 46.6%
Long-term Market Revenue Growth Rate Range (Years 6 – 10)	0.7% – 1.1%	*	0.5% – 1.5%
Mature Market Share Range	7.6% – 17.8%	*	8.0% – 18.2%
Mature Operating Profit Margin Range	26.8% – 46.9%	*	25.1% – 50.1%

(a) Reflects the key assumptions for testing only those radio markets with remaining goodwill.

(*) Goodwill fair value based on estimated asset sale consideration.

Below are some of the key assumptions used in the income approach model for estimating the fair value for Reach Media for the annual and interim impairment assessments performed since October 2017. When compared to the discount rates used for assessing radio market reporting units, the higher discount rates used in these assessments reflect a premium for a riskier and broader media business, with a heavier concentration and significantly higher amount of programming content assets that are highly dependent on the on-air personality Tom Joyner. As a result of our impairment assessments, the Company concluded that the goodwill was not impaired.

Reach Media Segment Goodwill	October 1, 2018	October 1, 2017
Impairment charge (in millions)	\$ —	\$ —
Discount Rate	10.5%	10.5%
Year 1 Revenue Growth Rate	2.3%	(11.3)%
Long-term Revenue Growth Rate (Year 5)	1.0%	1.0%
Operating Profit Margin Range	14.6% – 15.8%	13.5% – 15.9%

Below are some of the key assumptions used in the income approach model for determining the fair value of our digital reporting unit since October 2017. When compared to discount rates for the radio reporting units, the higher discount rate used to value the reporting unit is reflective of discount rates applicable to internet media businesses. The Company concluded no impairment to the carrying value of goodwill had occurred as a result of the annual testing performed in 2018 and 2017.

Digital Segment Goodwill	October 1, 2018	October 1, 2017
Impairment charge (in millions)	\$ —	\$ —
Discount Rate	13.5%	13.0%
Year 1 Revenue Growth Rate	12.6%	24.1%
Long-term Revenue Growth Rate (Years 6 – 10)	3.1% - 3.7%	2.4% - 4.3%
Operating Profit Margin Range	(1.1)% - 15.7%	(1.5)% - 17.0%

Below are some of the key assumptions used in the income approach model for determining the fair value of our cable television segment since October 2017. As a result of the testing performed in 2018 and 2017, the Company concluded no impairment to the carrying value of goodwill had occurred.

Cable Television Segment Goodwill	October 1, 2018	October 1, 2017
Impairment charge (in millions)	\$ —	\$ —
Discount Rate	11.0%	11.0%
Year 1 Revenue Growth Rate	1.8%	4.8%
Long-term Revenue Growth Rate Range (Years 6 – 10)	2.0% - 3.0%	2.3% - 2.7%
Operating Profit Margin Range	36.9% - 42.5%	42.2% - 45.9%

The above four goodwill tables reflect some of the key valuation assumptions used for 11 of our 18 reporting units. The other seven remaining reporting units had no goodwill carrying value balances as of December 31, 2018.

In arriving at the estimated fair values for radio broadcasting licenses and goodwill, we also performed an analysis by comparing our overall average implied multiple based on our cash flow projections and fair values to recently completed sales transactions, and by comparing our fair value estimates to the market capitalization of the Company. The results of these comparisons confirmed that the fair value estimates resulting from our annual assessment for 2018 were reasonable.

Sensitivity Analysis

We believe both the estimates and assumptions we utilized when assessing the potential for impairment are individually and in aggregate reasonable; however, our estimates and assumptions are highly judgmental in nature. Further, there are inherent uncertainties related to these estimates and assumptions and our judgment in applying them to the impairment analysis. While we believe we have made reasonable estimates and assumptions to calculate the fair values, changes in any one estimate, assumption or a combination of estimates and assumptions, or changes in certain events or circumstances (including uncontrollable events and circumstances resulting from continued deterioration in the economy or credit markets) could require us to assess recoverability of broadcasting licenses and goodwill at times other than our annual October 1 assessments, and could result in changes to our estimated fair values and further write-downs to the carrying values of these assets. Impairment charges are non-cash in nature, and as with current and past impairment charges, any future impairment charges will not impact our cash needs or liquidity or our bank ratio covenant compliance.

We had a total goodwill carrying value of approximately \$245.6 million across 11 of our 18 reporting units as of December 31, 2018. The below table indicates the long-term cash flow growth rates assumed in our impairment testing and the long-term cash flow growth/decline rates that would result in additional goodwill impairment. For four of the reporting units, given the significant excess of their fair value over carrying value, any future goodwill impairment is not likely. However, should our estimates and assumptions for assessing the fair values of the remaining reporting units with goodwill worsen to reflect the below or lower cash flow growth/decline rates, additional goodwill impairments may be warranted in the future.

Reporting Unit	Long-Term Cash Flow Growth Rate Used	Long-Term Cash Flow Growth/(Decline) Rate That Would Result in Carrying Value that is less than Fair Value
2	0.9%	Impairment not likely
16	0.7%	Impairment not likely
21	2.5%	Impairment not likely
6	0.8%	Impairment not likely
1	1.1%	2.6%
11	0.9%	0.1%
12	1.0%	(0.6)%
13	0.9%	(0.7)%
10	1.0%	(3.0)%
18	2.5%	(3.1)%
19	1.0%	(15.2)%

- (a) The long-term cash flow growth/(decline) rate that would result in the carrying value of the reporting unit being less than the fair value of the reporting unit applies only to further goodwill impairment and not to any future license impairment that would result from lowering the long-term cash flow growth rates used.

Several of the licenses in our units of accounting have limited or no excess of fair values over their respective carrying values. As set forth in the table below, as of October 1, 2018, we appraised the radio broadcasting licenses at a fair value of approximately \$716.0 million, which was in excess of the \$600.1 million carrying value by \$115.9 million, or 19.3%. After the impairment charges were recorded for the year ended December 31, 2018, the fair values of the licenses exceeded the carrying values of the licenses for all units of accounting. Should our estimates, assumptions, or events or circumstances for any upcoming valuations worsen in the units with no or limited fair value cushion, additional license impairments may be needed in the future.

Unit of Accounting (a)	Radio Broadcasting Licenses			
	As of		Excess	
	October 1, 2018 Carrying Values ("CV")	October 1, 2018 Fair Values ("FV")	FV vs. CV	% FV Over CV
	(In thousands)			
Unit of Accounting 2	\$ 3,086	\$ 39,700	\$ 36,614	1,186.5%
Unit of Accounting 7	14,748	17,989	3,241	22.0%
Unit of Accounting 5	16,100	16,782	682	4.2%
Unit of Accounting 4	16,142	21,172	5,030	31.2%
Unit of Accounting 9	16,437	20,009	3,572	21.7%
Unit of Accounting 15	20,736	21,791	1,055	5.1%
Unit of Accounting 14	20,770	23,841	3,071	14.8%
Unit of Accounting 11	21,135	21,786	651	3.1%
Unit of Accounting 6	22,642	29,163	6,521	28.8%
Unit of Accounting 13	47,846	50,055	2,209	4.6%
Unit of Accounting 12	49,663	50,093	430	0.9%
Unit of Accounting 16	56,295	98,636	42,341	75.2%
Unit of Accounting 8	62,015	62,452	437	0.7%
Unit of Accounting 1	93,394	103,199	9,805	10.5%
Unit of Accounting 10	139,125	139,362	237	0.2%
Total	\$ 600,134	\$ 716,030	\$ 115,896	19.3%

- (a) The units of accounting are not disclosed on a specific market basis so as to not make publicly available sensitive information that could be competitively harmful to the Company.

The following table presents a sensitivity analysis showing the impact on our impairment testing resulting from: (i) a 100 basis point decrease in industry or reporting unit growth rates; (ii) a 100 basis point decrease in cash flow margins; (iii) a 100 basis point increase in the discount rate; and (iv) both a 5% and 10% reduction in the fair values of broadcasting licenses and reporting units.

	Hypothetical Increase in the Recorded Impairment Charge For the Year Ended December 31, 2018	
	Broadcasting Licenses	Goodwill (a)
	(In millions)	
Impairment charge recorded:		
Radio Market Reporting Units	\$ 3.9	\$ 17.4
Radio Syndication Reporting Unit	-	-
Cable Television Reporting Unit	-	-
Digital Reporting Unit	-	-
Total Impairment Recorded	<u>\$ 3.9</u>	<u>\$ 17.4</u>
Hypothetical Change for Radio Market Reporting Units:		
A 100 basis point decrease in radio industry long-term growth rates	\$ 28.3	\$ 7.5
A 100 basis point decrease in cash flow margin in the projection period	\$ 6.1	\$ 2.6
A 100 basis point increase in the applicable discount rate	\$ 47.1	\$ 13.6
A 5% reduction in the fair value of broadcasting licenses and reporting units	\$ 12.4	\$ 5.4
A 10% reduction in the fair value of broadcasting licenses and reporting units	\$ 31.0	\$ 11.3
Hypothetical Change for Reach Media Reporting Unit:		
A 100 basis point decrease in long-term growth rates	Not applicable	\$ -
A 100 basis point decrease in cash flow margin in the projection period	Not applicable	\$ -
A 100 basis point increase in the applicable discount rate	Not applicable	\$ -
A 5% reduction in the fair value of the reporting unit	Not applicable	\$ -
A 10% reduction in the fair value of the reporting unit	Not applicable	\$ -
Hypothetical Change for Cable Television Reporting Unit:		
A 100 basis point decrease in long-term growth rates	Not applicable	\$ -
A 100 basis point decrease in cash flow margin in the projection period	Not applicable	\$ -
A 100 basis point increase in the applicable discount rate	Not applicable	\$ -
A 5% reduction in the fair value of the reporting unit	Not applicable	\$ -
A 10% reduction in the fair value of the reporting unit	Not applicable	\$ -
Hypothetical Change for Digital Reporting Unit:		
A 100 basis point decrease in long-term growth rates	Not applicable	\$ -
A 100 basis point decrease in cash flow margin in the projection period	Not applicable	\$ -
A 100 basis point increase in the applicable discount rate	Not applicable	\$ -
A 5% reduction in the fair value of the reporting unit	Not applicable	\$ -
A 10% reduction in the fair value of the reporting unit	Not applicable	\$ -

(a) Goodwill impairment charge applies only to further goodwill impairment and not to any potential license impairment that could result from changing other assumptions.

Impairment of Intangible Assets Excluding Goodwill, Radio Broadcasting Licenses and Other Indefinite-Lived Intangible Assets

Intangible assets, excluding goodwill, radio broadcasting licenses and other indefinite-lived intangible assets, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset or group of assets may not be fully recoverable. These events or changes in circumstances may include a significant deterioration of operating results, changes in business plans, or changes in anticipated future cash flows. If an impairment indicator is present, we will evaluate recoverability by a comparison of the carrying amount of the asset or group of assets to future undiscounted net cash flows expected to be generated by the asset or group of assets. Assets are grouped at the lowest level for which there is identifiable cash flows that are largely independent of the cash flows generated by other asset groups. If the assets are impaired, the impairment is measured by the amount by which the carrying amount exceeds the fair value of the assets determined by estimates of discounted cash flows. The discount rate used in any estimate of discounted cash flows would be the rate required for a similar investment of like risk. The Company reviewed certain intangibles for impairment during 2018 and 2017 and determined no impairment charges were necessary. Any changes in the valuation estimates and assumptions or changes in certain events or circumstances could result in changes to the estimated fair values of these intangible assets and may result in future write-downs to the carrying values.

Revenue Recognition

On January 1, 2018, the Company adopted Accounting Standards Codification (“ASC”) 606, “*Revenue from Contracts with Customers*” which requires that an entity recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The Company elected to use the modified retrospective method, but the adoption of the standard did not have a material impact to our financial statements. In general, our spot advertising (both radio and cable television) as well as our digital advertising continues to be recognized when aired and delivered. For our cable television affiliate revenue, the Company grants a license to the affiliate to access its television programming content through the license period, and the Company earns a usage based royalty when the usage occurs, consistent with our previous revenue recognition policy. Finally, for event advertising, the performance obligation is satisfied at a point in time when the activity associated with the event is completed.

Within our radio broadcasting and Reach Media segments, the Company recognizes revenue for broadcast advertising at a point in time when a commercial spot runs. The revenue is reported net of agency and outside sales representative commissions. Agency and outside sales representative commissions are calculated based on a stated percentage applied to gross billing. Generally, clients remit the gross billing amount to the agency or outside sales representative, and the agency or outside sales representative remits the gross billing, less their commission, to the Company.

Within our digital segment, including Interactive One, which generates the majority of the Company’s digital revenue, revenue is principally derived from advertising services on non-radio station branded but Company-owned websites. Advertising services include the sale of banner and sponsorship advertisements. Advertising revenue is recognized at a point in time either as impressions (the number of times advertisements appear in viewed pages) are delivered, when “click through” purchases are made, or ratably over the contract period, where applicable. In addition, Interactive One derives revenue from its studio operations, in which it provides third-party clients with publishing services including digital platforms and related expertise. In the case of the studio operations, revenue is recognized primarily through fixed contractual monthly fees and/or as a share of the third party’s reported revenue.

Our cable television segment derives advertising revenue from the sale of television air time to advertisers and recognizes revenue when the advertisements are run. Advertising revenue is recognized at a point in time when the individual spots run. To the extent there is a shortfall in contracts where the ratings were guaranteed, a portion of the revenue is deferred until the shortfall is settled, typically by providing additional advertising units generally within one year of the original airing. Our cable television segment also derives revenue from affiliate fees under the terms of various multi-year affiliation agreements based on a per subscriber fee multiplied by the most recent subscriber counts reported by the applicable affiliate. The Company recognizes the affiliate fee revenue at a point in time as its performance obligation to provide the programming is met. The Company has a right of payment each month as the programming services and related obligations have been satisfied.

Contingencies and Litigation

We regularly evaluate our exposure relating to any contingencies or litigation and record a liability when available information indicates that a liability is probable and estimable. We also disclose significant matters that are reasonably possible to result in a loss, or are probable but for which an estimate of the liability is not currently available. To the extent actual contingencies and litigation outcomes differ from amounts previously recorded, additional amounts may need to be reflected.

Uncertain Tax Positions

To address the exposures of uncertain tax positions, we recognize the impact of a tax position in the financial statements if it is more likely than not that the position would be sustained on examination based on the technical merits of the position. As of December 31, 2018, we had approximately \$4.6 million in unrecognized tax benefits. Future outcomes of our tax positions may be more or less than the currently recorded liability, which could result in recording additional taxes, or reversing some portion of the liability and recognizing a tax benefit once it is determined the liability is no longer necessary as potential issues get resolved, or as statutes of limitations in various tax jurisdictions close.

Realizability of Deferred Tax Assets

Prior to the quarter ended December 31, 2018, the Company maintained a full valuation allowance for certain of its deferred tax assets (“DTAs”), primarily attributable to net operating losses (“NOLs”) generated before the Tax and Jobs Act of 2017, as we determined that it was not more likely than not that the DTAs would be realized. Management reached this determination based on its cumulative loss position and the uncertainty of future taxable income. As of each reporting date, management considers new evidence, both positive and negative, that could affect its conclusions regarding the future realization of the Company’s DTAs. During the quarter ended December 31, 2018, in part because in the current period the Company achieved three years of cumulative pre-tax income that is indicative of an objectively verifiable sustainable return to profitability, management determined that there is sufficient positive evidence to conclude that it is more likely than not the DTAs related to NOLs are realizable. Accordingly, the Company reduced the valuation allowance for the year ended December 31, 2018.

The Company continues to assess potential tax strategies (which could include seeking a ruling from the IRS) which, if successful, may reduce the impact of the annual limitations and potentially recover NOLs that otherwise would expire before being applied to reduce future income tax liabilities. If successful, the Company may be able to recover additional federal and state NOLs in future periods, which could be material. If we conclude that it is more likely than not that we will be able to realize additional federal and state NOLs, the tax benefit could materially impact future quarterly and annual periods. The federal and state NOLs expire in various years from 2019 to 2037.

The assessment to determine the value of the deferred tax assets to be realized under ASC 740 is highly judgmental and requires the consideration of all available positive and negative evidence in evaluating the likelihood of realizing the tax benefit of the deferred tax assets in a future period. Circumstances may change over time such that previous negative evidence no longer exists, and new conditions should be evaluated as positive or negative evidence that could affect the realization of the deferred tax assets. Since the evaluation requires consideration of events that may occur in some years in the future, significant judgment is required, and our conclusion could be materially different if certain expectations do not materialize.

In the assessment of all available evidence, an important piece of objective verifiable evidence is evaluating a cumulative pre-tax income or loss position over the most recent three year period. Historically, the Company has maintained a full valuation against the net deferred tax assets, principally due to a cumulative pre-tax loss over the most recent three year period. While there had been some performance improvements attributable to TV One in recent years as a component of positive evidence, it was not sufficient to overcome the weight of the three year pre-tax loss prior to the fourth quarter of 2018. During the quarter ended December 31, 2018, the Company achieved three years of cumulative pre-tax income, which removed the most heavily weighed piece of objective verifiable negative evidence from our evaluation of the realizability of deferred tax assets.

Additionally, the Company is projecting forecasts of taxable income to utilize our federal and state NOLs as part of our evaluation of positive evidence. As part of the 2017 Tax Act, IRC Section 163(j) limited the deduction of interest expense. In conjunction with evaluating and weighing our cumulative three year pre-tax income, we also evaluated the impact that interest expense has had on our cumulative three year pre-tax income. A material component of the Company’s expenses is interest, and has been the primary driver of historical pre-tax losses. Adjusting for the IRC Section 163(j) interest expense limitation on projected taxable income, we estimate utilization of federal and state net operating losses that are not subject to annual limitations as a result of the 2009 ownership shift as defined under IRC Section 382.

Realization of the Company’s federal and state net operating losses is dependent on generating sufficient taxable income in future periods, and although the Company believes it is more likely than not future taxable income will be sufficient to utilize the net operating losses, realization is not assured and future events may cause a change to the judgment of the realizability of these deferred tax assets. If a future event causes the Company to re-evaluate and conclude that it is not more likely than not, that all or a portion of the deferred tax assets are realizable, the Company would be required to establish a valuation allowance against the assets at that time which would result in a charge to income tax expense and a decrease to net income in the period which the change of judgment is concluded.

Redeemable noncontrolling interests

Redeemable noncontrolling interests are interests in subsidiaries that are redeemable outside of the Company’s control either for cash or other assets. These interests are classified as mezzanine equity and measured at the greater of estimated redemption value at the end of each reporting period or the historical cost basis of the noncontrolling interests adjusted for cumulative earnings allocations. The resulting increases or decreases in the estimated redemption amount are affected by corresponding charges against retained earnings, or in the absence of retained earnings, additional paid-in-capital.

With the assistance of a third-party valuation firm, the Company assesses the fair value of the redeemable noncontrolling interest in Reach Media as of the end of each reporting period. The fair value of the redeemable noncontrolling interests as of December 31, 2018 and 2017, was approximately \$10.2 million and 10.8 million, respectively. The determination of fair value incorporated a number of assumptions and estimates including, but not limited to, forecasted operating results, discount rates and a terminal value. Different estimates and assumptions may result in a change to the fair value of the redeemable noncontrolling interests amount previously recorded.

Fair Value Measurements

The Company accounts for an award called for in the CEO's employment agreement (the "Employment Agreement") as a derivative instrument. According to the Employment Agreement, executed in April 2008, the CEO is eligible to receive an award (the "Employment Agreement Award") amount equal to approximately 4% of any proceeds from distributions or other liquidity events in excess of the return of the Company's aggregate investment in TV One. The Company's obligation to pay the Employment Agreement Award was triggered after the Company recovered the aggregate amount of its capital contribution in TV One and only upon actual receipt of distributions of cash or marketable securities or proceeds from a liquidity event with respect to the Company's aggregate investment in TV One. The CEO was fully vested in the award upon execution of the employment agreement, and the award lapses if the CEO voluntarily leaves the Company, or is terminated for cause. In September 2014, the Compensation Committee of the Board of Directors of the Company approved terms for a new employment agreement with the CEO, including a renewal of the Employment Agreement Award upon similar terms as in the prior employment agreement. Prior to the quarter ended September 30, 2018, there were probability factors included in the calculation of the award related to the likelihood that the award will be realized. During the quarter ended September 30, 2018, management changed the methodology used in calculating the fair value of the Company's Employment Agreement Award liability to simplify the calculation. As part of the simplified calculation, the Company eliminated certain adjustments made to its aggregate investment in TV One, including the treatment of historical dividends paid and potential distribution of assets upon liquidation. The Compensation Committee of the Board of Directors approved the simplified method which eliminates certain assumptions that were historically used in the determination of the fair value of this liability. The revised methodology resulted in a credit adjustment of approximately \$6.6 million during the quarter ended September 30, 2018 to reflect this change in estimate. The liability was further reduced during the quarter ended December 31, 2018 using the simplified methodology, due primarily to an overall lower valuation.

The Company estimated the fair value of the Employment Agreement Award as of December 31, 2018, at approximately \$25.7 million and, accordingly, adjusted the liability to that amount. The fair value estimate incorporated a number of assumptions and estimates, including but not limited to TV One's future financial projections. As the Company will measure changes in the fair value of this award at each reporting period as warranted by certain circumstances, different estimates or assumptions may result in a change to the fair value of the award amount previously recorded.

Content Assets

TV One has entered into contracts to acquire entertainment programming rights and programs from distributors and producers. The license periods granted in these contracts generally run from one year to ten years. Contract payments are made in installments over terms that are generally shorter than the contract period. Each contract is recorded as an asset and a liability at an amount equal to its gross contractual commitment when the license period begins and the program is available for its first airing. Acquired content is generally amortized on a straight-line basis over the term of the license which reflects the estimated usage. For certain content for which the pattern of usage is accelerated, amortization is based upon the actual usage. Amortization of content assets is recorded in the consolidated statement of operations as programming and technical expenses.

The Company also has programming for which the Company has engaged third parties to develop and produce, and it owns most or all rights (commissioned programming). In accordance with ASC 926, content amortization expense for each period is recognized based on the revenue forecast model, which approximates the proportion that estimated advertising and affiliate revenues for the current period represent in relation to the estimated remaining total lifetime revenues as of the beginning of the current period. Management regularly reviews, and revises when necessary, its total revenue estimates, which may result in a change in the rate of amortization and/or a write-down of the asset to fair value. The Company made a revision to the estimated remaining forecasted revenues for certain content assets which increased the programming life of content assets resulting in a reduction of amortization expense of approximately \$8.9 million for the year ended December 31, 2017. There was no significant change in forecasted revenues for programming assets during the year ended December 31, 2018.

Acquired program rights are recorded at the lower of unamortized cost or estimated net realizable value. Estimated net realizable values are based on the estimated revenues associated with the program materials and related expenses. The Company recorded an impairment and recorded additional amortization expense of approximately \$1.6 million and \$0, as a result of evaluating its contracts for recoverability for the years ended December 31, 2018 and 2017, respectively. All produced and licensed content is classified as a long-term asset, except for the portion of the unamortized content balance that is expected to be amortized within one year which is classified as a current asset.

Tax incentives that state and local governments offer that are directly measured based on production activities are recorded as reductions in production costs.

Capital and Commercial Commitments

Indebtedness

We have several debt instruments outstanding within our corporate structure. We incurred senior bank debt as part of our 2017 Credit Facility in the amount of \$350.0 million that matures on the earlier of (i) April 18, 2023, or (ii) in the event such debt is not repaid or refinanced, 91 days prior to the maturity of either of the Company's 2022 Notes or the Company's 2020 Notes. We also have approximately \$2.0 million outstanding in our 2020 Notes and we have \$350.0 million outstanding in our 2022 Notes. We also have outstanding our senior unsecured promissory note in the aggregate principal amount of approximately \$11.9 million under the Comcast Note. Finally, on December 20, 2018, the Company closed on a new \$192.0 million unsecured credit facility (the "2018 Credit Facility") and the Company also closed on a new \$50.0 million loan secured by our interest in the MGM National Harbor Casino (the "MGM National Harbor Loan"). See "*Liquidity and Capital Resources*."

Lease obligations

We have non-cancelable operating leases for office space, studio space, broadcast towers and transmitter facilities that expire over the next 13 years.

Operating Contracts and Agreements

We have other operating contracts and agreements including employment contracts, on-air talent contracts, severance obligations, retention bonuses, consulting agreements, equipment rental agreements, programming related agreements, and other general operating agreements that expire over the next seven years.

Royalty Agreements

Musical works rights holders, generally songwriters and music publishers, have been traditionally represented by performing rights organizations, such as the American Society of Composers, Authors and Publishers ("ASCAP"), Broadcast Music, Inc. ("BMI") and SESAC, Inc. ("SESAC"). The market for rights relating to musical works is changing rapidly. Songwriters and music publishers have withdrawn from the traditional performing rights organizations, particularly ASCAP and BMI, and new entities, such as Global Music Rights LLC ("GMR"), have been formed to represent rights holders. These organizations negotiate fees with copyright users, collect royalties and distribute them to the rights holders. We have arrangements with ASCAP, SESAC and GMR, and are in negotiations with BMI for a new agreement. If we are unable to reach an agreement with BMI, a court will determine the royalty we will be required to pay BMI. The changing market for musical works may have an adverse effect on us, including increasing our costs or limiting the musical works available to us.

Reach Media Redeemable Noncontrolling Interest Shareholders' Put Rights

Beginning on January 1, 2018, the noncontrolling interest shareholders of Reach Media have had an annual right to require Reach Media to purchase all or a portion of their shares at the then current fair market value for such shares (the "Put Right"). This annual right is exercisable for a 30-day period beginning January 1 of each year. The purchase price for such shares may be paid in cash and/or registered Class D common stock of Urban One, at the discretion of Urban One. The noncontrolling interest shareholders of Reach Media did not exercise their Put Right for the 30-day period ending January 30, 2019. Management, at this time, cannot reasonably determine the period when and if, the put right will be exercised by the noncontrolling interest shareholders.

Contractual Obligations Schedule

The following table represents our scheduled contractual obligations as of December 31, 2018:

Contractual Obligations	Payments Due by Period						Total
	2019	2020	2021	2022	2023	2024 and Beyond	
	(In thousands)						
9.25% Senior Subordinated Notes(1)	\$ 2,131	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 2,131
7.375% Senior Subordinated Notes(1)	25,813	25,813	25,813	357,529	—	—	434,968
2017 Credit facility(2)	24,758	24,762	24,857	24,633	316,363	—	415,373
2018 Credit facility(2)	45,156	40,511	38,005	148,162	—	—	271,834
Other operating contracts/agreements(3)	69,814	30,160	26,129	16,341	11,351	46,096	199,891
Operating lease obligations	11,533	10,744	9,327	8,427	7,824	16,030	63,885
MGM National Harbor Loan	5,562	5,866	6,104	65,026	—	—	82,558
Comcast Note	12,027	—	—	—	—	—	12,027
Total	\$ 196,794	\$ 137,856	\$ 130,235	\$ 620,118	\$ 335,538	\$ 62,126	\$ 1,482,667

- (1) Includes interest obligations based on effective interest rates on senior subordinated and secured notes outstanding as of December 31, 2018.
- (2) Includes interest obligations based on effective interest rate, and projected interest expense on credit facilities outstanding as of December 31, 2018.
- (3) Includes employment contracts (including the Employment Agreement Award), severance obligations, on-air talent contracts, consulting agreements, equipment rental agreements, programming related agreements, and other general operating agreements. Also includes contracts that TV One has entered into to acquire entertainment programming rights and programs from distributors and producers. These contracts relate to their content assets as well as prepaid programming related agreements.

Off-Balance Sheet Arrangements

On February 24, 2015, the Company entered into a letter of credit reimbursement and security agreement. As of December 31, 2018, the Company had letters of credit totaling \$801,000 under the agreement. Letters of credit issued under the agreement are required to be collateralized with cash.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURE ABOUT MARKET RISK

Not required for smaller reporting companies.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

The consolidated financial statements of Urban One required by this item are filed with this report on Pages F-1 to F-42.

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

None.

ITEM 9A. CONTROLS AND PROCEDURES

(a) Evaluation of disclosure controls and procedures

We have carried out an evaluation, under the supervision and with the participation of our Chief Executive Officer (“CEO”) and the Chief Financial Officer (“CFO”), of the effectiveness of the design and operation of our disclosure controls and procedures as of the end of the period covered by this report. Based on this evaluation, our CEO and CFO concluded that as of such date, our disclosure controls and procedures are effective in timely alerting them to material information required to be included in our periodic SEC reports. Disclosure controls and procedures, as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act, are controls and procedures that are designed to ensure that information required to be disclosed in our reports filed or submitted under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC’s rules and forms.

In designing and evaluating the disclosure controls and procedures, our management recognized that any controls and procedures, no matter how well designed and operated, can only provide reasonable assurance of achieving the desired control objectives and management necessarily was required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Our disclosure controls and procedures are designed to provide a reasonable level of assurance of reaching our desired disclosure controls objective. Our management, including our CEO and CFO, has concluded that our disclosure controls and procedures are effective in reaching that level of reasonable assurance.

(b) Management’s report on internal control over financial reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as defined in Exchange Act Rule 13a-15(f). Under the supervision and with the participation of our management, including our CEO and CFO, we conducted an evaluation of the effectiveness of our internal control over financial reporting. Internal control over financial reporting cannot provide absolute assurance of achieving financial reporting objectives because of its inherent limitations. Internal control over financial reporting is a process that involves human diligence and compliance and is subject to lapses in judgment and breakdowns resulting from human failures. Internal control over financial reporting also can be circumvented by collusion or improper management override. Because of such limitations, there is a risk that material misstatements may not be prevented or detected on a timely basis by internal control over financial reporting. However, these inherent limitations are known features of the financial reporting process. Therefore, it is possible to design into the process safeguards to reduce, though not eliminate, this risk.

Under the supervision and with the participation of our Chief Executive Officer and Chief Financial Officer, our management conducted an assessment of the effectiveness of internal control over financial reporting as of December 31, 2018 based on the criteria established in Internal Control - Integrated Framework, issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework). Based on this assessment, our management has concluded that our internal control over financial reporting was effective as of December 31, 2018.

Our independent registered public accounting firm is engaged to express an opinion on our internal control over financial reporting, as stated in its report which is included in Part IV, Item 15 of this Form 10-K under the caption “Report of Independent Registered Public Accounting Firm—Internal Control Over Financial Reporting.”

(c) Changes in internal control over financial reporting

During the year ended December 31, 2018, there were no changes in our internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

ITEM 9B. OTHER INFORMATION

None.

PART III

ITEM 10. DIRECTORS AND EXECUTIVE OFFICERS OF THE REGISTRANT

The information with respect to directors and executive officers required by this Item 10 is incorporated into this report by reference to the information set forth under the caption “Nominees for Class A Directors,” “Nominees for Other Directors,” “Code of Conduct,” and “Executive Officers” in our proxy statement for the 2019 Annual Meeting of Stockholders, which is expected to be filed with the Commission within 120 days after the close of our fiscal year.

ITEM 11. EXECUTIVE COMPENSATION

The information required by this Item 11 is incorporated into this report by reference to the information set forth under the caption “Compensation of Directors and Executive Officers” in our proxy statement.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The information required by this Item 12 is incorporated into this report by reference to the information set forth under the caption “Principal Stockholders” in our proxy statement.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

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

ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES

The information required by this Item 14 is incorporated into this report by reference to the information set forth under the caption “Audit Fees” in our proxy statement.

PART IV

ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a)(1) Financial Statements

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

- Report of Independent Registered Public Accounting Firm – Internal Control Over Financial Reporting
- Report of Independent Registered Public Accounting Firm – Consolidated Financial Statements
- Consolidated Balance Sheets as of December 31, 2018 and 2017
- Consolidated Statements of Operations for the years ended December 31, 2018 and 2017
- Consolidated Statements of Comprehensive Income for the years ended December 31, 2018 and 2017
- Consolidated Statements of Changes in Stockholders' (Deficit) Equity for the years ended December 31, 2018 and 2017
- Consolidated Statements of Cash Flows for the years ended December 31, 2018 and 2017
- Notes to the Consolidated Financial Statements
- Schedule II — Valuation and Qualifying Accounts

Schedules other than those listed above have been omitted from this Form 10-K because they are not required, are not applicable, or the required information is included in the financial statements and notes thereto.

(a)(2) *EXHIBITS AND FINANCIAL STATEMENTS*: The following exhibits are filed as part of this Annual Report, except for Exhibits 32.1 and 32.2, which are furnished, but not filed, with this Annual Report.

Exhibit Number	Description
3.1	Amended and Restated Certificate of Incorporation of Urban Inc., dated as of May 4, 2000, as filed with the State of Delaware on May 9, 2000 (incorporated by reference to Exhibit 3.1 to Urban One's Quarterly Report on Form 10-Q for the period ended March 31, 2000).
3.1.1	Certificate of Amendment, dated as of April 25, 2017, of the Amended and Restated Certificate of Incorporation of Urban One, Inc., dated as of April 25, 2017, as filed with the State of Delaware on April 25, 2017 (incorporated by reference to Exhibit 3.1 to Urban One's Current Report on Form 8-K filed May 8, 2017).
3.2	Amended and Restated By-laws of Urban One, Inc. amended as of August 7, 2009 (incorporated by reference to Exhibit 3.1 to Urban One's Current Report on Form 8-K filed May 8, 2017).
3.3	Certificate of Conversion of Bell Broadcasting Company into Bell Broadcasting Company LLC (incorporated by reference to Exhibit 3.13 to Urban One's Annual Report on Form 10-K, filed March 14, 2016).
3.4	Articles of Organization of Blue Chip Broadcasting Licenses, Ltd. (incorporated by reference to Exhibit 3.32 to Urban One's Registration Statement on Form S-4, filed August 5, 2005).
3.5	Operating Agreement of Blue Chip Broadcasting Licenses, Ltd. (incorporated by reference to Exhibit 3.60 to Urban One's Registration Statement on Form S-4, filed August 5, 2005).
3.6	Articles of Organization of Blue Chip Broadcasting, Ltd. (incorporated by reference to Exhibit 3.30 to Urban One's Registration Statement on Form S-4, filed August 5, 2005).
3.7	Amended and Restated Operating Agreement of Blue Chip Broadcasting, Ltd. (incorporated by reference to Exhibit 3.59 to Urban One's Registration Statement on Form S-4, filed August 5, 2005).
3.8	Certificate of Formation of Charlotte Broadcasting, LLC (incorporated by reference to Exhibit 3.18 to Urban One's Registration Statement on Form S-4, filed August 5, 2005).
3.9	Limited Liability Company Agreement of Charlotte Broadcasting, LLC (incorporated by reference to Exhibit 3.53 to Urban One's Registration Statement on Form S-4, filed August 5, 2005).
3.10	Certificate of Formation of Distribution One, LLC (incorporated by reference to Exhibit 3.15 to Urban One's Registration Statement on Form S-4, filed February 9, 2011).

- [3.11](#) [Limited Liability Company Agreement of Distribution One, LLC. \(incorporated by reference to Exhibit 3.16 to Urban One's Registration Statement on Form S-4, filed February 9, 2011\).](#)
- [3.12](#) [Articles of Incorporation of Interactive One, Inc. \(incorporated by reference to Exhibit 3.19 to Urban One's Registration Statement on Form S-4, filed February 9, 2011\).](#)
- [3.13](#) [Bylaws of Interactive One, Inc. \(incorporated by reference to Exhibit 3.20 to Urban One's Registration Statement on Form S-4, filed February 9, 2011\).](#)
- [3.14](#) [Certificate of Formation of Interactive One, LLC. \(incorporated by reference to Exhibit 3.21 to Urban One's Registration Statement on Form S-4, filed February 9, 2011\).](#)
- [3.15](#) [Limited Liability Company Agreement of Interactive One, LLC. \(incorporated by reference to Exhibit 3.22 to Urban One's Registration Statement on Form S-4, filed February 9, 2011\).](#)
- [3.16](#) [Certificate of Incorporation of New Mableton Broadcasting Corporation \(incorporated by reference to Exhibit 3.43 to Urban One's Registration Statement on Form S-4, filed August 5, 2005\).](#)
- [3.17](#) [Bylaws of New Mableton Broadcasting Corporation \(incorporated by reference to Exhibit 3.70 to Urban One's Registration Statement on Form S-4, filed August 5, 2005\).](#)
- [3.18](#) [Certificate of Conversion of Radio One Cable Holdings, Inc. to Radio One Cable Holdings, LLC. \(incorporated by reference to Exhibit 3.19 to Urban One's Annual Report on Form 10-K, filed February 17, 2015\).](#)
- [3.19](#) [Certificate of Conversion of formation of Radio One Cable Holdings, LLC. \(incorporated by reference to Exhibit 3.20 to Urban One's Annual Report on Form 10-K, filed February 17, 2015\).](#)
- [3.20](#) [Certificate of Formation of Radio One Distribution Holdings, LLC. \(incorporated by reference to Exhibit 3.27 to Urban One's Registration Statement on Form S-4, filed February 9, 2011\).](#)
- [3.21](#) [Limited Liability Company Agreement of Radio One Cable Holdings, LLC. \(incorporated by reference to Exhibit 3.20 to Urban One's Annual Report on Form 10-K, filed February 17, 2015\).](#)
- [3.22](#) [Limited Liability Company Agreement of Radio One Distribution Holdings, LLC. \(incorporated by reference to Exhibit 3.28 to Urban One's Registration Statement on Form S-4, filed February 9, 2011\).](#)
- [3.23](#) [Certificate of Formation of Radio One Licenses, LLC \(incorporated by reference to Exhibit 3.3 to Urban One's Registration Statement on Form S-4, filed August 5, 2005\).](#)
- [3.24](#) [Limited Liability Company Agreement of Radio One Licenses, LLC \(incorporated by reference to Exhibit 3.46 to Urban One's Registration Statement on Form S-4, filed August 5, 2005\).](#)
- [3.25](#) [Certificate of Formation of Radio One Media Holdings, LLC \(incorporated by reference to Exhibit 3.44 to Urban One's Registration Statement on Form S-4, filed August 5, 2005\).](#)
- [3.26](#) [Limited Liability Company Agreement of Radio One Media Holdings, LLC \(incorporated by reference to Exhibit 3.71 to Urban One's Registration Statement on Form S-4, filed August 5, 2005\).](#)
- [3.27](#) [Certificate of Formation of Radio One of Boston Licenses, LLC \(incorporated by reference to Exhibit 3.23 to Urban One's Registration Statement on Form S-4, filed August 5, 2005\).](#)
- [3.28](#) [Limited Liability Company Agreement of Radio One of Boston Licenses, LLC \(incorporated by reference to Exhibit 3.56 to Urban One's Registration Statement on Form S-4, filed August 5, 2005\).](#)
- [3.29](#) [Certificate of Formation of Radio One of Charlotte, LLC \(incorporated by reference to Exhibit 3.15 to Urban One's Registration Statement on Form S-4, filed August 5, 2005\).](#)
- [3.30](#) [Limited Liability Company Agreement of Radio One of Charlotte, LLC \(incorporated by reference to Exhibit 3.51 to Urban One's Registration Statement on Form S-4, filed August 5, 2005\).](#)
- [3.31](#) [Certificate of Formation of Radio One of Detroit, LLC \(incorporated by reference to Exhibit 3.9 to Urban One's Registration Statement on Form S-4, filed August 5, 2005\).](#)
- [3.32](#) [Limited Liability Company Agreement of Radio One of Detroit, LLC \(incorporated by reference to Exhibit 3.48 to Urban One's Registration Statement on Form S-4, filed August 5, 2005\).](#)
- [3.33](#) [Certificate of Limited Partnership of Radio One of Indiana, L.P. \(incorporated by reference to Exhibit 3.35 to Urban One's Registration Statement on Form S-4, filed August 5, 2005\).](#)
- [3.34](#) [Limited Partnership Agreement of Radio One of Indiana, L.P. \(incorporated by reference to Exhibit 3.63 to Urban One's Registration Statement on Form S-4, filed August 5, 2005\).](#)
- [3.35](#) [Certificate of Formation of Radio One of Indiana, LLC \(incorporated by reference to Exhibit 3.38 to Urban One's Registration Statement on Form S-4, filed August 5, 2005\).](#)
- [3.36](#) [Limited Liability Company Agreement of Radio One of Indiana, LLC \(incorporated by reference to Exhibit 3.66 to Urban One's Registration Statement on Form S-4, filed August 5, 2005\).](#)
- [3.37](#) [Certificate of Formation of Radio One of North Carolina, LLC \(incorporated by reference to Exhibit 3.20 to Urban One's Registration Statement on Form S-4, filed August 5, 2005\).](#)
- [3.38](#) [Limited Liability Company Agreement of Radio One of North Carolina, LLC \(incorporated by reference to Exhibit 3.54 to Urban One's Registration Statement on Form S-4, filed August 5, 2005\).](#)
- [3.39](#) [Certificate of Formation of Radio One of Texas II, LLC \(incorporated by reference to Exhibit 3.37 to Urban One's Registration Statement on Form S-4, filed August 5, 2005\).](#)
- [3.40](#) [Limited Liability Company Agreement of Radio One of Texas II, LLC \(incorporated by reference to Exhibit 3.65 to Urban One's Registration Statement on Form S-4, filed August 5, 2005\).](#)

- [3.41](#) [Certificate of Formation of Satellite One, L.L.C. \(incorporated by reference to Exhibit 3.39 to Urban One’s Registration Statement on Form S-4, filed August 5, 2005\).](#)
- [3.42](#) [Limited Liability Company Agreement of Satellite One, L.L.C. \(incorporated by reference to Exhibit 3.67 to Urban One’s Registration Statement on Form S-4, filed August 5, 2005\).](#)
- [3.43](#) [Certificate of Formation of IO Acquisition Sub, LLC \(incorporated by reference to Exhibit 3.46 to Urban One’s Annual Report on Form 10-K, filed February 17, 2015\).](#)
- [3.44](#) [Certificate of Amendment to Certificate of Formation of BossipMadameNoire, LLC \(incorporated by reference to Exhibit 3.3 to Urban One’s Current Report on Form 8-K, filed May 8, 2017\).](#)
- [3.45](#) [Limited Liability Company Agreement of BossipMadameNoire, LLC \(formerly IO Acquisition Sub and incorporated by reference to Exhibit 3.47 to Urban One’s Annual Report on Form 10-K, filed February 17, 2015\).](#)
- [3.46](#) [Certificate of Formation of Radio One Urban Network Holdings, LLC \(incorporated by reference to Exhibit 3.48 to Urban One’s Annual Report on Form 10-K, filed February 17, 2015\).](#)
- [3.47](#) [Limited Liability Company Agreement of Radio One Urban Network Holdings, LLC \(incorporated by reference to Exhibit 3.49 to Urban One’s Annual Report on Form 10-K, filed February 17, 2015\).](#)
- [3.48](#) [Certificate of Formation of Radio One Entertainment Holdings, LLC \(incorporated by reference to Exhibit 3.50 to Urban One’s Annual Report on Form 10-K, filed February 17, 2015\).](#)
- [3.49](#) [Amended and Restated Limited Liability Company Agreement of Radio One Entertainment Holdings, LLC.*](#)
- [3.50](#) [Certificate of Conversion of Gaffney Broadcasting, LLC \(incorporated by reference to Exhibit 3.52 to Urban One’s Annual Report on Form 10-K, filed February 17, 2015\).](#)
- [3.51](#) [Certificate of Incorporation of Reach Media, Inc. \(incorporated by reference to Exhibit 3.53 to Urban One’s Annual Report on Form 10-K, filed February 17, 2015\).](#)
- [3.52](#) [Bylaws of Reach Media, Inc. \(incorporated by reference to Exhibit 3.54 to Urban One’s Annual Report on Form 10-K, filed February 17, 2015\).](#)
- [3.53](#) [Certificate of Formation of RO One Solution, LLC \(incorporated by reference to Exhibit 3.54 to Urban One’s Annual Report on Form 10-K, filed March 14, 2016\).](#)
- [3.54](#) [Certificate of Formation of Urban One Entertainment SPV, LLC*](#)
- [3.55](#) [Amended and Restated Limited Liability Company Agreement of Urban One Entertainment SPV, LLC*](#)
- [4.1](#) [Indenture, dated as of April 17, 2015, among Radio One, Inc., the guarantors named therein and Wilmington Trust, National Association, as trustee, relating to the 7.375% Senior Secured Notes due 2022 \(incorporated by reference to Exhibit 4.1 to Urban One’s Current Report on Form 8-K filed April 23, 2015\).](#)
- [4.2](#) [Indenture, dated as of February 10, 2014, among Radio One, Inc., the guarantors named therein and Wilmington Trust, National Association, as trustee, relating to the 9.25% Senior Subordinated Notes due 2020 \(incorporated by reference to Exhibit 4.1 to Urban One’s Current Report on Form 8-K filed February 10, 2014\).](#)
- [4.3](#) [Supplemental Indenture dated as of April 30, 2014, among Gaffney Broadcasting, Incorporated, a subsidiary of Radio One, Inc., Radio One, Inc., the other Guarantors and Wilmington Trust, National Association, as trustee under the Indenture \(incorporated by reference to Exhibit 4.13 to Urban One’s Quarterly Report on Form 10-Q filed May 9, 2014\).](#)
- [4.4](#) [Second Supplemental Indenture dated as of February 13, 2015, among Radio One Urban Network Holdings, LLC, a Delaware limited liability company, IO Acquisition Sub, LLC, a Delaware limited liability company, each a subsidiary of Radio One, Inc., the other Guarantors and Wilmington Trust, National Association, as trustee under the Indenture. \(incorporated by reference to Exhibit 4.4 to Urban One’s Annual Report on Form 10-K, filed February 17, 2015\).](#)
- [4.5](#) [Third Supplemental Indenture dated as of March 26, 2015 \(this “Supplemental Indenture”\), by and between Radio One, Inc., a Delaware corporation \(the “Company”\), the Other Guarantors and Wilmington Trust, National Association, as trustee under the Indenture \(incorporated by reference to Exhibit 4.12 to Urban One’s Current Report on Form 8-K filed April 1, 2015\).](#)
- [4.6](#) [Fourth Supplemental Indenture dated as of April 17, 2015, among TV One, LLC, Radio One, Inc., the other Guarantors and Wilmington Trust, National Association, as trustee under the Indenture \(incorporated by reference to Exhibit 4.23 to Urban One’s Current Report on Form 8-K filed April 23, 2015\).](#)
- [10.1](#) [Amended and Restated Stockholders Agreement dated as of September 28, 2004 among Catherine L. Hughes and Alfred C. Liggins, III \(incorporated by reference 4.1 Urban One’s Quarterly Report on Form 10-Q for the period ended June 30, 2005\).](#)
- [10.2](#) [Credit Agreement, dated April 18, 2017, by and among Radio One Inc., Various Lenders and Guggenheim Securities Credit Partners, LLC, as administrative agent \(incorporated by reference to Exhibit 10.1 to Urban One’s Current Report on Form 8-K filed April 21, 2017\).](#)
- [10.3](#) [Amended and Restated Radio One, Inc. 2009 Stock Option and Restricted Stock Grant Plan \(incorporated by reference to Urban One’s Definitive Proxy on Schedule 14A filed October 3, 2013\).](#)
- [10.4](#) [Employment Agreement between Radio One, Inc. and Peter D. Thompson dated October 9, 2014 \(incorporated by reference to Exhibit 10.12 to Urban One’s Current Report on Form 8-K filed November 4, 2014\).](#)
- [10.5](#) [Employment Agreement between Radio One, Inc. and Alfred C. Liggins, III dated April 16, 2008 \(incorporated by reference to Exhibit 10.1 to Urban One’s Current Report on Form 8-K filed April 18, 2008\).](#)
- [10.6](#) [Terms of Employment Agreement between Radio One, Inc. and Alfred C. Liggins, III approved September 30, 2014 \(incorporated by reference to Item 5.02 of Urban One’s Current Report on Form 8-K filed October 6, 2014\).](#)

- [10.7](#) [Employment Agreement between Radio One, Inc. and Catherine L. Hughes dated April 16, 2008 \(incorporated by reference to Exhibit 10.1 to Urban One's Current Report on Form 8-K filed April 18, 2008\).](#)
- [10.8](#) [Terms of Employment Agreement between Radio One, Inc. and Catherine L. Hughes approved September 30, 2014 \(incorporated by reference to Item 5.02 of Urban One's Current Report on Form 8-K filed October 6, 2014\).](#)
- [10.9](#) [Credit Agreement, dated as of April 21, 2016, among Radio One, Inc., the lenders party thereto from time to time and Wells Fargo Bank National Association, as administrative agent \(incorporated by reference to Exhibit 10.1 to Urban One's Current Report on Form 8-K filed April 27, 2016\).](#)
- [10.10](#) [Extension Agreement attaching to and made a part of Employment Agreement by and between Radio One, Inc. and Peter D. Thompson \(incorporated by reference to Exhibit 10.1 to Urban One's Current Report on Form 8-K filed April 27, 2016\).](#)
- [10.11](#) [Credit Agreement, dated December 4, 2018 by and among Urban One Inc., various lenders and, Wilmington Trust, National Association as administrative agent and TCG Senior Funding L.L.C, as sole lead arranger and sole bookrunner \(incorporated by reference to Exhibit 10.1 to Urban One's Current Report on Form 8-K filed December 10, 2018\).](#)
- [21.1](#) [Subsidiaries of Urban One, Inc.*](#)
- [23.1](#) [Consent of BDO USA, LLP *](#)
- [31.1](#) [Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.*](#)
- [31.2](#) [Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.*](#)
- [32.1](#) [Certification of Chief Executive Officer pursuant to 18 U.S.C § 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.*](#)
- [32.2](#) [Certification of Chief Financial Officer pursuant to 18 U.S.C § 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.*](#)
- 101 Financial information from the Annual Report on Form 10-K for the year ended December 31, 2018, formatted in XBRL.*

*Indicates document filed herewith.

ITEM 16. FORM 10-K SUMMARY

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized on March 18, 2019.

URBAN ONE, INC.

By: /s/ Peter D. Thompson

Name: Peter D. Thompson

Title: *Chief Financial Officer and Principal Accounting Officer*

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, this report has been signed below by the following persons on behalf of the registrant in the capacities indicated on March 18, 2019.

By: /s/ Catherine L. Hughes

Name: Catherine L. Hughes

Title: *Chairperson, Director and Secretary*

By: /s/ Alfred C. Liggins, III

Name: Alfred C. Liggins, III

Title: *Chief Executive Officer, President and Director*

By: /s/ Terry L. Jones

Name: Terry L. Jones

Title: *Director*

By: /s/ Brian W. McNeill

Name: Brian W. McNeill

Title: *Director*

By: /s/ D. Geoffrey Armstrong

Name: D. Geoffrey Armstrong

Title: *Director*

By: /s/ Ronald E. Blaylock

Name: Ronald E. Blaylock

Title: *Director*

Report of Independent Registered Public Accounting Firm

Shareholders and Board of Directors
Urban One, Inc.
Silver Spring, Maryland

Opinion on Internal Control over Financial Reporting

We have audited Urban One, Inc.'s (the "Company's") internal control over financial reporting as of December 31, 2018, based on criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (the "COSO criteria"). In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2018, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) ("PCAOB"), the consolidated balance sheets of the Company and subsidiaries as of December 31, 2018 and 2017, and the related consolidated statements of operations, comprehensive income, stockholders' equity, and cash flows for each of the two years in the period ended December 31, 2018, and the related notes and schedule and our report dated March 18, 2019 expressed an unqualified opinion thereon.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Item 9A, Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit of internal control over financial reporting in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ BDO USA, LLP

McLean, Virginia
March 18, 2019

Report of Independent Registered Public Accounting Firm

Shareholders and Board of Directors
Urban One, Inc.
Silver Spring, Maryland

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of Urban One, Inc. (the Company) and subsidiaries as of December 31, 2018 and 2017, the related consolidated statements of operations, comprehensive income, stockholders' equity and cash flows for each of the two years in the period ended December 31, 2018, and the related notes and schedule (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company and subsidiaries at December 31, 2018 and 2017, and the results of their operations and their cash flows for each of the two years in the period ended December 31, 2018, in conformity with accounting principles generally accepted in the United States of America.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) ("PCAOB"), the Company's internal control over financial reporting as of December 31, 2018, based on criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO") and our report dated March 18, 2019 expressed an unqualified opinion thereon.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's consolidated financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud.

Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/BDO USA, LLP

We have served as the Company's auditor since 2016.

McLean, Virginia
March 18, 2019

URBAN ONE, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS

	<u>As of December 31,</u>	
	<u>2018</u>	<u>2017</u>
	<u>(In thousands, except share data)</u>	
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 15,255	\$ 37,009
Restricted cash	635	802
Trade accounts receivable, net of allowance for doubtful accounts of \$8,249 and \$8,071, respectively	110,354	111,596
Prepaid expenses	9,775	9,013
Current portion of content assets	33,951	37,549
Other current assets	3,229	3,766
Total current assets	<u>173,199</u>	<u>199,735</u>
CONTENT ASSETS, net	77,266	74,508
PROPERTY AND EQUIPMENT, net	26,088	25,181
GOODWILL	245,572	262,894
RADIO BROADCASTING LICENSES	600,134	614,535
OTHER INTANGIBLE ASSETS, net	70,091	94,055
OTHER ASSETS	45,059	45,847
Total assets	<u>\$ 1,237,409</u>	<u>\$ 1,316,755</u>
LIABILITIES, REDEEMABLE NONCONTROLLING INTERESTS AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Accounts payable	\$ 7,331	\$ 8,127
Accrued interest	6,887	15,428
Accrued compensation and related benefits	15,033	8,648
Current portion of content payables	18,870	17,891
Other current liabilities	24,451	27,236
Current portion of long-term debt	38,706	3,500
Total current liabilities	<u>111,278</u>	<u>80,830</u>
LONG-TERM DEBT, net of current portion, original issue discount and issuance costs	873,757	967,166
CONTENT PAYABLES, net of current portion	18,381	21,879
OTHER LONG-TERM LIABILITIES	35,716	44,853
DEFERRED TAX LIABILITIES, net	9,345	148,592
Total liabilities	<u>1,048,477</u>	<u>1,263,320</u>
REDEEMABLE NONCONTROLLING INTERESTS	10,232	10,780
STOCKHOLDERS' EQUITY:		
Convertible preferred stock, \$.001 par value, 1,000,000 shares authorized; no shares outstanding at December 31, 2018 and 2017	—	—
Common stock — Class A, \$.001 par value, 30,000,000 shares authorized; 1,637,472 and 1,641,632 shares issued and outstanding as of December 31, 2018 and 2017, respectively	2	2
Common stock — Class B, \$.001 par value, 150,000,000 shares authorized; 2,861,843 shares issued and outstanding as of December 31, 2018 and 2017	3	3
Common stock — Class C, \$.001 par value, 150,000,000 shares authorized; 2,928,906 shares issued and outstanding as of December 31, 2018 and 2017	3	3
Common stock — Class D, \$.001 par value, 150,000,000 shares authorized; 38,845,917 and 41,014,121 shares issued and outstanding as of December 31, 2018 and 2017, respectively	39	41
Additional paid-in capital	978,628	983,582
Accumulated deficit	(799,975)	(940,976)
Total stockholders' equity	<u>178,700</u>	<u>42,655</u>
Total liabilities, redeemable noncontrolling interests and stockholders' equity	<u>\$ 1,237,409</u>	<u>\$ 1,316,755</u>

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

URBAN ONE, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS

For the Years Ended December 31,
2018 **2017**
(In thousands, except share data)

NET REVENUE	\$	439,098		\$	440,041
OPERATING EXPENSES:					
Programming and technical, including stock-based compensation of \$48 and \$0, respectively		125,364			130,417
Selling, general and administrative, including stock-based compensation of \$743 and \$802, respectively		149,710			148,725
Corporate selling, general and administrative, including stock-based compensation of \$3,920 and \$3,845, respectively		35,939			45,016
Depreciation and amortization		33,189			34,016
Impairment of long-lived assets		21,256			29,148
Total operating expenses		<u>365,458</u>			<u>387,322</u>
Operating income		73,640			52,719
INTEREST INCOME		240			200
INTEREST EXPENSE		76,667			79,420
LOSS ON RETIREMENT OF DEBT		1,809			5,219
GAIN ON SALE-LEASEBACK		—			(14,411)
OTHER INCOME, net		(8,002)			(6,608)
Income (loss) before benefit from income taxes and noncontrolling interests in income of subsidiaries		3,406			(10,701)
BENEFIT FROM INCOME TAXES		(138,758)			(123,163)
CONSOLIDATED NET INCOME		<u>142,164</u>			<u>112,462</u>
NET INCOME ATTRIBUTABLE TO NONCONTROLLING INTERESTS		1,163			575
CONSOLIDATED NET INCOME ATTRIBUTABLE TO COMMON STOCKHOLDERS	\$	<u><u>141,001</u></u>		\$	<u><u>111,887</u></u>
 BASIC NET INCOME ATTRIBUTABLE TO COMMON STOCKHOLDERS:					
Net income attributable to common stockholders	\$	<u>3.09</u>		\$	<u>2.37</u>
 DILUTED NET INCOME ATTRIBUTABLE TO COMMON STOCKHOLDERS:					
Net income attributable to common stockholders	\$	<u>2.94</u>		\$	<u>2.25</u>
 WEIGHTED AVERAGE SHARES OUTSTANDING:					
Basic		<u>45,647,696</u>			<u>47,169,682</u>
Diluted		<u>48,000,957</u>			<u>49,632,884</u>

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

URBAN ONE, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

**For The Years Ended
December 31,**

2018 2017

(In thousands)

COMPREHENSIVE INCOME	\$ 142,164	\$ 112,462
LESS: COMPREHENSIVE INCOME ATTRIBUTABLE TO NONCONTROLLING INTERESTS	1,163	575
COMPREHENSIVE INCOME ATTRIBUTABLE TO COMMON STOCKHOLDERS	<u>\$ 141,001</u>	<u>\$ 111,887</u>

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

URBAN ONE, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' (DEFICIT) EQUITY
For The Years Ended December 31, 2017 and 2018

	Convertible Preferred Stock	Common Stock Class A	Common Stock Class B	Common Stock Class C	Common Stock Class D	Additional Paid-In Capital	Accumulated Deficit	Total (Deficit) Equity
(In thousands, except share data)								
BALANCE, as of December 31, 2016	\$ —	\$ 2	\$ 3	\$ 3	\$ 41	\$ 981,688	\$ (1,052,863)	\$ (71,126)
Consolidated net income	—	—	—	—	—	—	111,887	111,887
Stock-based compensation expense	—	—	—	—	2	4,645	—	4,647
Conversion of 51,467 shares of Class A common stock to Class D common stock	—	—	—	—	—	—	—	—
Repurchase of 2,408,198 shares of Class D common stock	—	—	—	—	(2)	(4,956)	—	(4,958)
Adjustment of redeemable noncontrolling interests to estimated redemption value	—	—	—	—	—	2,205	—	2,205
BALANCE, as of December 31, 2017	\$ —	\$ 2	\$ 3	\$ 3	\$ 41	\$ 983,582	\$ (940,976)	\$ 42,655
Consolidated net income	—	—	—	—	—	—	141,001	141,001
Stock-based compensation expense	—	—	—	—	2	4,709	—	4,711
Repurchase of 4,160 shares of Class A common stock and repurchase of 3,989,822 shares of Class D common stock	—	—	—	—	(4)	(8,164)	—	(8,168)
Repurchase of share-based equity awards	—	—	—	—	—	(1,077)	—	(1,077)
Exercise of options for 63,190 shares of common stock	—	—	—	—	—	94	—	94
Adjustment of redeemable noncontrolling interests to estimated redemption value	—	—	—	—	—	(516)	—	(516)
BALANCE, as of December 31, 2018	<u>\$ —</u>	<u>\$ 2</u>	<u>\$ 3</u>	<u>\$ 3</u>	<u>\$ 39</u>	<u>\$ 978,628</u>	<u>\$ (799,975)</u>	<u>\$ 178,700</u>

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

URBAN ONE, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS

For the Years Ended
December 31,

2018 **2017**

(In thousands)

CASH FLOWS FROM OPERATING ACTIVITIES:

Consolidated net income	\$	142,164	\$	112,462
Adjustments to reconcile consolidated net income to net cash from operating activities:				
Depreciation and amortization		33,189		34,016
Amortization of debt financing costs		2,885		3,611
Amortization of content assets		43,796		44,219
Amortization of launch assets		422		432
Deferred income taxes		(139,247)		(124,141)
Impairment of long-lived assets		21,256		29,148
Stock-based compensation		4,711		4,647
Loss on retirement of debt		1,809		5,219
Gain on sale-leaseback		—		(14,411)

Effect of change in operating assets and liabilities, net of assets acquired and disposed of:

Trade accounts receivable		(1,411)		(7,245)
Prepaid expenses and other current assets		(1,806)		(1,686)
Other assets		788		1,068
Accounts payable		(796)		572
Accrued interest		(8,541)		(1,263)
Accrued compensation and related benefits		6,385		(6,551)
Other liabilities		(9,900)		2,895
Payments for content assets		(45,475)		(52,837)
Payment of launch support		—		(1,848)
Net cash flows provided by operating activities		<u>50,229</u>		<u>28,307</u>

CASH FLOWS FROM INVESTING ACTIVITIES:

Purchases of property and equipment		(4,428)		(7,445)
Proceeds from sale of radio station		12,791		2,000
Proceeds from sale-leaseback		—		25,000
Purchases of intangible assets		(400)		—
Acquisition of digital assets		—		(5,000)
Acquisition of station and broadcasting assets		(4,763)		(2,000)
Net cash flows provided by investing activities		<u>3,200</u>		<u>12,555</u>

CASH FLOWS FROM FINANCING ACTIVITIES:

Proceeds from 2017 Credit Facility		—		350,000
Proceeds from 2018 Credit Facility		192,000		—
Proceeds from MGM National Harbor Loan		50,000		—
Debt refinancing costs and original issue discount		(7,387)		(8,860)
Distribution of contingent consideration		(1,148)		—
Proceeds from exercise of stock options		94		—
Premium paid on repayment of long-term debt		(2,133)		—
Repayment of 2020 Notes		(271,855)		(38,639)
Payment of dividends to noncontrolling interest members of Reach Media		(2,227)		—
Repurchase of share-based equity awards		(1,077)		—
Repayment of 2017 Credit Facility		(23,449)		(2,625)
Repayment of 2015 Credit Facility		—		(344,750)
Repurchase of common stock		(8,168)		(4,958)
Net cash flows used in financing activities		<u>(75,350)</u>		<u>(49,832)</u>
DECREASE IN CASH, CASH EQUIVALENTS AND RESTRICTED CASH		<u>(21,921)</u>		<u>(8,970)</u>
CASH, CASH EQUIVALENTS AND RESTRICTED CASH, beginning of year		<u>37,811</u>		<u>46,781</u>
CASH, CASH EQUIVALENTS AND RESTRICTED CASH, end of year	\$	<u>15,890</u>	\$	<u>37,811</u>

SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:

Cash paid for:

Interest		<u>\$ 82,258</u>		<u>\$ 77,073</u>
Income taxes, net of refunds		<u>\$ 1,158</u>		<u>\$ 540</u>

NON-CASH FINANCIAL AND INVESTING ACTIVITIES:

Purchases of property and equipment		<u>\$ 329</u>		<u>\$ —</u>
-------------------------------------	--	---------------	--	-------------

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

URBAN ONE, INC. AND SUBSIDIARIES
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2018 and 2017

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

(a) Organization

Urban One, Inc., a Delaware corporation, and its subsidiaries, (collectively, “Urban One,” the “Company,” “we,” “our” and/or “us”) is an urban-oriented, multi-media company that primarily targets African-American and urban consumers. Our core business is our radio broadcasting franchise which is the largest radio broadcasting operation that primarily targets African-American and urban listeners. As of December 31, 2018, we owned and/or operated 60 broadcast stations (including all HD stations, translator stations and the low power television station we operate) located in 15 of the most populous African-American markets in the United States. While a core source of our revenue has historically been and remains the sale of local and national advertising for broadcast on our radio stations, our strategy is to operate the premier multi-media entertainment and information content provider targeting African-American and urban consumers. Thus, we have diversified our revenue streams by making acquisitions and investments in other complementary media properties. Our diverse media and entertainment interests include TV One, LLC (“TV One”), an African-American targeted cable television network; our 80.0% ownership interest in Reach Media, Inc. (“Reach Media”) which operates the Tom Joyner Morning Show and our other syndicated programming assets, including the Rickey Smiley Morning Show, the Russ Parr Morning Show and the DL Hughley Show; and Interactive One, LLC (“Interactive One”), our wholly owned digital platform serving the African-American community through social content, news, information, and entertainment websites, including its Cassius, Bossip, HipHopWired and MadameNoire digital platforms and brands. We also have invested in a minority ownership interest in MGM National Harbor, a gaming resort located in Prince George’s County, Maryland. Through our national multi-media operations, we provide advertisers with a unique and powerful delivery mechanism to the African-American and urban audiences.

Our core radio broadcasting franchise operates under the brand “Radio One.” We also operate our other brands, such as TV One, Reach Media and Interactive One, while developing additional branding reflective of our diverse media operations and targeting our African-American and urban audiences.

As part of our consolidated financial statements, consistent with our financial reporting structure and how the Company currently manages its businesses, we have provided selected financial information on the Company’s four reportable segments: (i) radio broadcasting; (ii) Reach Media; (iii) digital; and (iv) cable television. (See Note 15 – *Segment Information*.)

(b) Basis of Presentation

The consolidated financial statements are prepared in conformity with accounting principles generally accepted in the United States of America (“GAAP”) and require management to make certain estimates and assumptions. These estimates and assumptions may affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities as of the date of the financial statements. The Company bases these estimates on historical experience, current economic environment or various other assumptions that are believed to be reasonable under the circumstances. However, continuing economic uncertainty and any disruption in financial markets increase the possibility that actual results may differ from these estimates.

(c) Principles of Consolidation

The consolidated financial statements include the accounts and operations of Urban One and subsidiaries in which Urban One has a controlling financial interest, which is generally determined when the Company holds a majority voting interest. All significant intercompany accounts and transactions have been eliminated in consolidation. Noncontrolling interests have been recognized where a controlling interest exists, but the Company owns less than 100% of the controlled entity.

(d) Cash and Cash Equivalents

Cash and cash equivalents consist of cash and money market funds at various commercial banks that have original maturities of 90 days or less. Investments with contractual maturities of 90 days or less from the date of original purchase are classified as cash and cash equivalents. For cash and cash equivalents, cost approximates fair value.

(e) Trade Accounts Receivable

Trade accounts receivable are recorded at the invoiced amount. The allowance for doubtful accounts is the Company's estimate of the amount of probable losses in the Company's existing accounts receivable portfolio. The Company determines the allowance based on the aging of the receivables, the impact of economic conditions on the advertisers' ability to pay and other factors. Inactive delinquent accounts that are past due beyond a certain amount of days are written off and often pursued by other collection efforts. Bankruptcy accounts are immediately written off upon receipt of the bankruptcy notice from the courts.

(f) Goodwill and Indefinite-Lived Intangible Assets (Primarily Radio Broadcasting Licenses)

In connection with past acquisitions, a significant amount of the purchase price was allocated to radio broadcasting licenses, goodwill and other intangible assets. Goodwill consists of the excess of the purchase price over the fair value of tangible and identifiable intangible net assets acquired. In accordance with Accounting Standards Codification ("ASC") 350, "Intangibles - Goodwill and Other," goodwill and other indefinite-lived intangible assets are not amortized, but are tested annually for impairment at the reporting unit level and unit of accounting level, respectively. We test for impairment annually, on October 1 of each year, or more frequently when events or changes in circumstances or other conditions suggest impairment may have occurred. Radio broadcasting license impairment exists when the asset carrying values exceed their respective fair values, and the excess is then recorded to operations as an impairment charge. With the assistance of a third-party valuation firm, we test for radio broadcasting license impairment at the unit of accounting level using the income approach, which involves, but is not limited to, judgmental estimates and assumptions about projected revenue growth, future operating margins, discount rates and terminal values. In testing for goodwill impairment, we also rely primarily on the income approach that estimates the fair value of the reporting unit. We then perform a market-based analysis by comparing the average implied multiple arrived at based on our cash flow projections and estimated fair values to multiples for actual recently completed sale transactions and by comparing the total of the estimated fair values of our reporting units to the market capitalization of the Company. Any excess of carrying value of the reporting unit's goodwill balance over its respective goodwill balance is written off as a charge to operations.

(g) Impairment of Long-Lived Assets, Excluding Goodwill and Indefinite-Lived Intangible Assets

The Company accounts for the impairment of long-lived intangible assets, excluding goodwill and other indefinite-lived intangible assets, in accordance with ASC 360, "Property, Plant and Equipment." Long-lived intangible assets, excluding goodwill and other indefinite-lived intangible assets, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset or group of assets may not be fully recoverable. These events or changes in circumstances may include a significant deterioration in operating results, changes in business plans, or changes in anticipated future cash flows. If an impairment indicator is present, the Company evaluates recoverability by a comparison of the carrying amount of the asset or group of assets to future undiscounted net cash flows expected to be generated by the asset or group of assets. Assets are grouped at the lowest levels for which there are identifiable cash flows that are largely independent of the cash flows generated by other asset groups. If the assets are impaired, the impairment recognized is measured by the amount by which the carrying amount exceeds the fair value of the asset or group of assets. Fair value is generally determined by estimates of discounted future cash flows. The discount rate used in any estimate of discounted cash flows would be the rate of return for a similar investment of like risk. The Company reviewed these long-lived assets during 2018 and 2017 and concluded that no impairment to the carrying value of these assets was required.

(h) Financial Instruments

Financial instruments as of December 31, 2018 and 2017, consisted of cash and cash equivalents, restricted cash, trade accounts receivable, long-term debt and redeemable noncontrolling interests. The carrying amounts approximated fair value for each of these financial instruments as of December 31, 2018 and 2017, except for the Company's long-term debt. The 9.25% Senior Subordinated Notes, which are due in February 2020 (the "2020 Notes") had a carrying value of approximately \$2.0 million and fair value of approximately \$2.0 million as of December 31, 2018. The 2020 Notes had a carrying value of approximately \$275.0 million and fair value of approximately \$257.8 million as of December 31, 2017. The fair values of the 2020 Notes, classified as Level 2 instruments, were determined based on the trading values of these instruments in an inactive market as of the reporting date. The 7.375% Senior Secured Notes that are due in March 2022 (the "2022 Notes") had a carrying value of approximately \$350.0 million and fair value of approximately \$332.5 million as of December 31, 2018. The 2022 Notes had a carrying value of approximately \$350.0 million and fair value of approximately \$348.3 million as of December 31, 2017. The fair values of the 2022 Notes, classified as Level 2 instruments, were determined based on the trading values of these instruments in an inactive market as of the reporting date. On April 18, 2017, the Company closed on a new \$350.0 million senior secured credit facility (the "2017 Credit Facility") which had a carrying value of approximately \$323.9 million and fair value of approximately \$305.8 million as of December 31, 2018, and had a carrying value of approximately \$347.4 million and fair value of approximately \$340.4 million as of December 31, 2017. The fair value of the 2017 Credit Facility, classified as a Level 2 instrument, was determined based on the trading values of this instrument in an inactive market as of the reporting date. On December 20, 2018, the Company closed on a new \$192.0 million unsecured credit facility (the "2018 Credit Facility") which had a carrying value of approximately \$192.0 million and fair value of approximately \$195.9 million as of December 31, 2018. The fair value of the 2018 Credit Facility, classified as a Level 2 instrument, was determined based on the trading values of this instrument in an inactive market as of the reporting date. On December 20, 2018, the Company also closed on a new \$50.0 million secured credit loan (the "MGM National Harbor Loan") which had a carrying value of approximately \$50.1 million and fair value of approximately \$56.1 million as of December 31, 2018. The fair value of the 2018 MGM National Harbor Loan, classified as a Level 2 instrument, was determined based on the trading values of this instrument in an inactive market as of the reporting date. The senior unsecured promissory note in the aggregate principal amount of approximately \$11.9 million (the "Comcast Note") had a carrying value of approximately \$11.9 million as of December 31, 2018 and 2017. The fair value of the Comcast Note was approximately \$11.9 million as of December 31, 2018 and 2017. The fair value of the Comcast Note, classified as a Level 3 instrument, was determined based on the fair value of a similar instrument as of the reporting date using updated interest rate information derived from changes in interest rates since inception to the reporting date.

(i) Derivative Financial Instruments

The Company recognizes all derivatives at fair value in the consolidated balance sheet as either an asset or liability. The accounting for changes in the fair value of a derivative, including certain derivative instruments embedded in other contracts, depends on the intended use of the derivative and the resulting designation. (See Note 8 – *Derivative Instruments*.)

(j) Revenue Recognition

On January 1, 2018, the Company adopted Accounting Standards Codification (“ASC”) 606, “*Revenue from Contracts with Customers*” which requires that an entity recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The Company elected to use the modified retrospective method, but the adoption of the standard did not have a material impact to our financial statements. In general, our spot advertising (both radio and cable television) as well as our digital advertising continues to be recognized when aired and delivered. For our cable television affiliate revenue, the Company grants a license to the affiliate to access its television programming content through the license period, and the Company earns a usage based royalty when the usage occurs, consistent with our previous revenue recognition policy. Finally, for event advertising, the performance obligation is satisfied at a point in time when the activity associated with the event is completed.

Within our radio broadcasting and Reach Media segments, the Company recognizes revenue for broadcast advertising at a point in time when a commercial spot runs. The revenue is reported net of agency and outside sales representative commissions. Agency and outside sales representative commissions are calculated based on a stated percentage applied to gross billing. Generally, clients remit the gross billing amount to the agency or outside sales representative, and the agency or outside sales representative remits the gross billing, less their commission, to the Company. For our radio broadcasting and Reach Media segments, agency and outside sales representative commissions were approximately \$25.5 million and \$25.2 million for the years ended December 31, 2018 and 2017, respectively.

Within our digital segment, including Interactive One, which generates the majority of the Company’s digital revenue, revenue is principally derived from advertising services on non-radio station branded but Company-owned websites. Advertising services include the sale of banner and sponsorship advertisements. Advertising revenue is recognized at a point in time either as impressions (the number of times advertisements appear in viewed pages) are delivered, when “click through” purchases are made, or ratably over the contract period, where applicable. In addition, Interactive One derives revenue from its studio operations, in which it provides third-party clients with publishing services including digital platforms and related expertise. In the case of the studio operations, revenue is recognized primarily through fixed contractual monthly fees and/or as a share of the third party’s reported revenue.

Our cable television segment derives advertising revenue from the sale of television air time to advertisers and recognizes revenue when the advertisements are run. Advertising revenue is recognized at a point in time when the individual spots run. To the extent there is a shortfall in contracts where the ratings were guaranteed, a portion of the revenue is deferred until the shortfall is settled, typically by providing additional advertising units generally within one year of the original airing. Our cable television segment also derives revenue from affiliate fees under the terms of various multi-year affiliation agreements based on a per subscriber fee multiplied by the most recent subscriber counts reported by the applicable affiliate. The Company recognizes the affiliate fee revenue at a point in time as its performance obligation to provide the programming is met. The Company has a right of payment each month as the programming services and related obligations have been satisfied. For our cable television segment, agency and outside sales representative commissions were approximately \$13.6 million and \$13.9 million for the years ended December 31, 2018 and 2017, respectively.

Revenue by Contract Type

The following chart shows our net revenue (and sources) for the years ended December 31, 2018 and 2017:

	Year Ended December 31,	
	2018	2017
Net Revenue:		
Radio Advertising	\$ 198,854	\$ 200,417
Political Advertising	6,590	20,52
Digital Advertising	31,510	30,735
Cable Television Advertising	76,429	79,422
Cable Television Affiliate Fees	107,277	106,310
Event Revenues & Other	18,438	21,105
Net Revenue (as reported)	<u>\$ 439,098</u>	<u>\$ 440,041</u>

If economic conditions change, or other adverse factors outside our control arise, our operations could be negatively impacted.

Contract assets and liabilities

Contract assets (unbilled receivables) and contract liabilities (customer advances and unearned income and unearned event income) that are not separately stated in our consolidated balance sheets at December 31, 2018 and 2017 were as follows:

	December 31, 2018	December 31, 2017
	(In thousands)	
Contract assets:		
Unbilled receivables	\$ 3,425	\$ 4,850
Contract liabilities:		
Customer advances and unearned income	\$ 3,766	\$ 3,372
Unearned event income	3,864	4,117

Unbilled receivables consists of earned revenue on behalf of customers that have not yet been billed. Customer advances and unearned income represents advance payments by customers for future services under contract that are generally incurred in the near term. Unearned event income represents payments by customers for upcoming events.

For customer advances and unearned income as of January 1, 2018, approximately \$2.1 million was recognized as revenue during the year ended December 31, 2018. For unearned event income as of January 1, 2018, approximately \$4.1 million was recognized during the year ended December 31, 2018, as the event took place during the second quarter of 2018.

Practical expedients and exemptions

We generally expense sales commissions when incurred because the amortization period would have been one year or less. These costs are recorded within selling, general and administrative expenses.

We do not disclose the value of unsatisfied performance obligations for (i) contracts with an original expected length of one year or less or (ii) contracts for which we recognize revenue at the amount to which we have the right to invoice for services performed.

(k) Launch Support

TV One has entered into certain affiliate agreements requiring various payments by TV One for launch support. Launch support assets are used to initiate carriage under affiliation agreements and are amortized over the term of the respective contracts. Amortization is recorded as a reduction to revenue. TV One paid approximately \$3.7 million and \$1.8 million of launch support for the years ended December 31, 2018 and 2017. The weighted-average amortization period for launch support was approximately 7.8 years as of December 31, 2018, and approximately 9.5 years as of December 31, 2017. The remaining weighted-average amortization period for launch support is 6.1 years and 7.1 years as of December 31, 2018, and 2017, respectively. For the years ended December 31, 2018 and 2017, launch support asset amortization of \$422,000 and \$432,000, respectively, was recorded as a reduction of revenue. Launch assets are included in other intangible assets on the consolidated balance sheets, except for the portion of the unamortized balance that is expected to be amortized within one year which is included in other current assets.

The gross value and accumulated amortization of the launch assets is as follows:

	As of December 31,	
	2018	2017
	(In thousands)	
Launch assets	\$ 7,259	\$ 3,632
Less: Accumulated amortization	(1,011)	(635)
Launch assets, net	<u>\$ 6,248</u>	<u>\$ 2,997</u>

Future estimated launch support amortization expense or revenue reduction related to launch assets for years 2019 through 2023 is as follows:

	(In thousands)
2019	\$ 1,027
2020	\$ 1,027
2021	\$ 1,027
2022	\$ 1,027
2023	\$ 1,027

(l) Barter Transactions

For barter transactions, the Company provides broadcast advertising time in exchange for programming content and certain services. The Company includes the value of such exchanges in both broadcasting net revenue and station operating expenses. The valuation of barter time is based upon the fair value of the network advertising time provided for the programming content and services received. For the years ended December 31, 2018 and 2017, barter transaction revenues were approximately \$1.5 million and \$2.3 million, respectively. Additionally, for the years ended December 31, 2018 and 2017, barter transaction costs were reflected in programming and technical expenses of approximately \$1.3 million and \$2.1 million, respectively, and selling, general and administrative expenses of approximately \$161,000 and \$162,000, respectively. The Company reached an agreement with a cable television provider related to an adjustment of previously estimated affiliate fees in the amount of approximately \$2.7 million for the year ended December 31, 2018, as final reporting became available. As settlement of this agreement, the Company will receive approximately \$2.7 million in marketing services that will be utilized in future periods.

(m) Network Affiliation Agreements

The Company has network affiliation agreements classified as Other Intangible Assets. These agreements are amortized over their useful lives. (See Note 4 — *Goodwill, Radio Broadcasting Licenses and Other Intangible Assets.*)

(n) Advertising and Promotions

The Company expenses advertising and promotional costs as incurred. Total advertising and promotional expenses for the years ended December 31, 2018 and 2017, were approximately \$19.4 million and \$22.7 million, respectively.

(o) Income Taxes

The Company accounts for income taxes in accordance with ASC 740, “Income Taxes” (“ASC 740”). Under ASC 740, deferred tax assets or liabilities are computed based upon the difference between financial statement and income tax bases of assets and liabilities using enacted tax rates in effect for the year in which the differences are expected to reverse. The effect of a change in tax rates on deferred tax assets and liabilities is recognized into income in the period of enactment. Deferred income tax expense or benefits are based upon the changes in the net deferred tax asset or liability from period to period.

The Company recognizes deferred tax assets to the extent that it believes that these assets are more likely than not to be realized. In making such a determination, management considers all available positive and negative evidence, including future reversals of existing taxable temporary differences, projected future taxable income, tax-planning strategies, and results of recent operations. If management determines that the Company would be able to realize its deferred tax assets in the future in excess of their net recorded amount, the Company would make an adjustment to the deferred tax asset valuation allowance, which would reduce the provision for income taxes. Conversely, if management determines that the Company would not be able to realize the recorded amount of deferred tax assets in the future, the Company would make an adjustment to the deferred tax asset valuation allowance, which would increase the provision for income taxes.

The Company records uncertain tax positions in accordance with ASC 740 on the basis of a two-step process in which (1) it determines whether it is more likely than not that the tax positions will be sustained on the basis of the technical merits of the position and (2) for those tax positions that meet the more likely than not recognition threshold, the Company recognizes the largest amount of tax benefit that is more than 50 percent likely to be realized upon ultimate settlement with the related tax authority. The Company recognizes interest and penalties related to unrecognized tax benefits on the income tax expense line in the accompanying consolidated statements of operations. Accrued interest and penalties are included in other current liabilities on the consolidated balance sheets.

(p) Stock-Based Compensation

The Company accounts for stock-based compensation for stock options and restricted stock grants in accordance with ASC 718, “*Compensation - Stock Compensation*.” Under the provisions of ASC 718, stock-based compensation cost for stock options is estimated at the grant date based on the award’s fair value as calculated by the Black-Scholes valuation option-pricing model (“BSM”) and is recognized as expense ratably over the requisite service period. The BSM incorporates various highly subjective assumptions including expected stock price volatility, for which historical data is heavily relied upon, expected life of options granted, forfeiture rates and interest rates. Compensation expense for restricted stock grants is measured based on the fair value on the date of grant less estimated forfeitures. Compensation expense for restricted stock grants is recognized ratably during the vesting period. (See Note 11 – *Stockholders’ Equity*.)

(q) Segment Reporting and Major Customers

In accordance with ASC 280, “*Segment Reporting*,” and given its diversification strategy, the Company has determined it has four reportable segments: (i) radio broadcasting; (ii) Reach Media; (iii) digital; and (iv) cable television. These four segments operate in the United States and are consistently aligned with the Company’s management of its businesses and its financial reporting structure.

The radio broadcasting segment consists of all broadcast results of operations. The Reach Media segment consists of the results of operations for the Tom Joyner Morning Show and related activities and operations of other syndicated shows. The digital segment includes the results of our online business, including the operations of Interactive One, as well as the digital components of our other reportable segments. The cable television segment consists of the Company’s cable TV operation, including TV One’s results of operations. Corporate/Eliminations represents financial activity associated with our corporate staff and offices and intercompany activity among the four segments.

No single customer accounted for over 10% of our consolidated net revenues during any of the years ended December 31, 2018 and 2017.

(r) Earnings Per Share

Basic earnings per share is computed on the basis of the weighted average number of shares of common stock outstanding during the period. Diluted earnings per share is computed on the basis of the weighted average number of shares of common stock plus the effect of potential dilutive common shares outstanding during the period using the treasury stock method.

The Company’s potentially dilutive securities include stock options and unvested restricted stock. Diluted earnings per share considers the impact of potentially dilutive securities except in periods in which there is a net loss, as the inclusion of the potentially dilutive common shares would have an anti-dilutive effect.

(s) Fair Value Measurements

We report our financial and non-financial assets and liabilities measured at fair value on a recurring and non-recurring basis under the provisions of ASC 820, “*Fair Value Measurements and Disclosures*.” ASC 820 defines fair value, establishes a framework for measuring fair value and expands disclosures about fair value measurements.

The fair value framework requires the categorization of assets and liabilities into three levels based upon the assumptions (inputs) used to price the assets or liabilities. Level 1 provides the most reliable measure of fair value, whereas Level 3 generally requires significant management judgment. The three levels are defined as follows:

Level 1: Inputs are unadjusted quoted prices in active markets for identical assets and liabilities that can be accessed at the measurement date.

Level 2: Observable inputs other than those included in Level 1 (i.e., quoted prices for similar assets or liabilities in active markets or quoted prices for identical assets or liabilities in inactive markets).

Level 3: Unobservable inputs reflecting management's own assumptions about the inputs used in pricing the asset or liability.

A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value instrument.

As of December 31, 2018, and December 31, 2017, respectively, the fair values of our financial assets and liabilities measured at fair value on a recurring basis are categorized as follows:

	<u>Total</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
	(In thousands)			
As of December 31, 2018				
Liabilities subject to fair value measurement:				
Contingent consideration (a)	\$ 2,831	—	—	\$ 2,831
Employment agreement award (b)	25,660	—	—	25,660
Total	\$ 28,491	\$ —	\$ —	\$ 28,491
Mezzanine equity subject to fair value measurement:				
Redeemable noncontrolling interests (c)	\$ 10,232	\$ —	\$ —	\$ 10,232
As of December 31, 2017				
Liabilities subject to fair value measurement:				
Contingent consideration (a)	\$ 1,580	—	—	\$ 1,580
Employment agreement award (b)	32,323	—	—	32,323
Total	\$ 33,903	\$ —	\$ —	\$ 33,903
Mezzanine equity subject to fair value measurement:				
Redeemable noncontrolling interests (c)	\$ 10,780	\$ —	\$ —	\$ 10,780

(a) This balance is measured based on the income approach to valuation in the form of a Monte Carlo simulation. The Monte Carlo simulation method is suited to instances such as this where there is non-diversifiable risk. It is also well-suited to multi-year, path dependent scenarios. Significant inputs to the Monte Carlo method include forecasted net revenues, discount rate and expected volatility. A third-party valuation firm assisted the Company in estimating the contingent consideration.

(b) Each quarter, pursuant to an employment agreement (the “Employment Agreement”) executed in April 2008, the Chief Executive Officer (“CEO”) is eligible to receive an award (the “Employment Agreement Award”) amount equal to approximately 4% of any proceeds from distributions or other liquidity events in excess of the return of the Company’s aggregate investment in TV One. The Company reviews the factors underlying this award at the end of each quarter including the valuation of TV One (based on the estimated enterprise fair value of TV One as determined by a discounted cash flow analysis), and an assessment of the probability that the Employment Agreement will be renewed and contain this provision. The Company’s obligation to pay the award was triggered after the Company recovered the aggregate amount of certain pre-April 2015 capital contributions in TV One, and payment is required only upon actual receipt of distributions of cash or marketable securities or proceeds from a liquidity event with respect to such invested amount. The CEO was fully vested in the award upon execution of the Employment Agreement, and the award lapses if the CEO voluntarily leaves the Company or is terminated for cause. A third-party valuation firm assisted the Company in estimating TV One’s fair value using a discounted cash flow analysis. Significant inputs to the discounted cash flow analysis include forecasted operating results, discount rate and a terminal value. In September 2014, the Compensation Committee of the Board of Directors of the Company approved terms for a new employment agreement with the CEO, including a renewal of the Employment Agreement Award upon similar terms as in the prior Employment Agreement. Prior to the quarter ended September 30, 2018, there were probability factors included in the calculation of the award related to the likelihood that the award will be realized. During the quarter ended September 30, 2018, management changed the methodology used in calculating the fair value of the Company’s Employment Agreement Award liability to simplify the calculation. As part of the simplified calculation, the Company eliminated certain adjustments made to its aggregate investment in TV One, including the treatment of historical dividends paid and potential distribution of assets upon liquidation. The Compensation Committee of the Board of Directors approved the simplified method which eliminates certain assumptions that were historically used in the determination of the fair value of this liability. The revised methodology resulted in a credit adjustment of approximately \$6.6 million during the quarter ended September 30, 2018 to reflect this change in estimate. The liability was further reduced during the quarter ended December 31, 2018 using the simplified methodology, due primarily to an overall lower valuation.

(c) The redeemable noncontrolling interest in Reach Media is measured at fair value using a discounted cash flow methodology. A third-party valuation firm assisted the Company in estimating the fair value. Significant inputs to the discounted cash flow analysis include forecasted operating results, discount rate and a terminal value.

There were no transfers in or out of Level 1, 2, or 3 during the years ended December 31, 2018 and 2017. The following table presents the changes in Level 3 liabilities measured at fair value on a recurring basis for the years ended December 31, 2017 and 2018:

	Contingent Consideration	Employment Agreement Award	Redeemable Noncontrolling Interests
	(In thousands)		
Balance at December 31, 2016	\$ —	\$ 26,965	\$ 12,410
Variable consideration at acquisition date	2,203	—	—
Net income attributable to redeemable noncontrolling interests	—	—	575
Distribution	(397)	(3,101)	—
Change in fair value	(226)	8,459	(2,205)
Balance at December 31, 2017	\$ 1,580	\$ 32,323	\$ 10,780
Net income attributable to redeemable noncontrolling interests	—	—	1,163
Dividends paid to redeemable noncontrolling interests	—	—	(2,227)
Distribution	(1,148)	(1,530)	—
Change in fair value	2,399	(5,133)	516
Balance at December 31, 2018	<u>\$ 2,831</u>	<u>\$ 25,660</u>	<u>\$ 10,232</u>
The amount of total income (losses) for the period included in earnings attributable to the change in unrealized losses relating to assets and liabilities still held at December 31, 2018	<u>\$ (2,399)</u>	<u>\$ 5,133</u>	<u>\$ —</u>
The amount of total income (losses) for the period included in earnings attributable to the change in unrealized losses relating to assets and liabilities still held at December 31, 2017	<u>\$ 226</u>	<u>\$ (8,459)</u>	<u>\$ —</u>

Losses and gains included in earnings were recorded in the consolidated statements of operations as corporate selling, general and administrative expenses for the employment agreement award and included as selling, general and administrative expenses for contingent consideration for the years ended December 31, 2018 and 2017.

For Level 3 assets and liabilities measured at fair value on a recurring basis, the significant unobservable inputs used in the fair value measurements were as follows:

Level 3 liabilities	Valuation Technique	Significant Unobservable Inputs	As of	As of
			December 31, 2018	December 31, 2017
			Significant	Unobservable Input Value
Contingent consideration	Monte Carol Simulation	Expected volatility	34.6%	36.9%
Contingent consideration	Monte Carol Simulation	Discount Rate	15.0%	16.0%
Employment agreement award	Discounted Cash Flow	Discount Rate	11.0%	11.0%
Employment agreement award	Discounted Cash Flow	Long-term Growth Rate	2.5%	2.5%
Redeemable noncontrolling interest	Discounted Cash Flow	Discount Rate	10.5%	10.5%
Redeemable noncontrolling interest	Discounted Cash Flow	Long-term Growth Rate	1.0%	1.0%

Any significant increases or decreases in discount rate or long-term growth rate inputs could result in significantly higher or lower fair value measurements.

Certain assets and liabilities are measured at fair value on a non-recurring basis using Level 3 inputs as defined in ASC 820. These assets are not measured at fair value on an ongoing basis but are subject to fair value adjustments only in certain circumstances. Included in this category are goodwill, radio broadcasting licenses and other intangible assets, net, that are written down to fair value when they are determined to be impaired, as well as content assets that are periodically written down to net realizable value. The Company recorded an impairment charge of approximately \$21.3 million and \$29.1 million for the years ended December 31, 2018 and 2017, respectively, related to goodwill and radio broadcasting licenses.

As of December 31, 2018, the total recorded carrying values of goodwill and radio broadcasting licenses were approximately \$245.6 million and \$600.1 million, respectively. Pursuant to ASC 350, "Intangibles – *Goodwill and Other*," for the year ended December 31, 2018, the Company recorded impairment charges totaling approximately \$21.3 million related to our Detroit radio broadcasting licenses and goodwill balances in our Atlanta and Charlotte markets. For the year ended December 31, 2017, the Company recorded impairment charges totaling approximately \$29.1 million related to our Houston and Columbus radio broadcasting licenses. A description of the Level 3 inputs and the information used to develop the inputs is discussed in Note 4 — *Goodwill, Radio Broadcasting Licenses and Other Intangible Assets*.

(t) Software and Web Development Costs

The Company capitalizes direct internal and external costs incurred to develop internal-use computer software during the application development stage pursuant to ASC 350-40, "Intangibles – *Goodwill and Other*." Internal-use software is amortized under the straight-line method using an estimated life of three years. All web development costs incurred in connection with operating our websites are accounted for under the provisions of ASC 350-40 and ASC 350-50, "Website *Development Costs*", unless a plan exists or is being developed to market the software externally. The Company has no plans to market software externally.

(u) Redeemable noncontrolling interests

Redeemable noncontrolling interests are interests in subsidiaries that are redeemable outside of the Company's control either for cash or other assets. These interests are classified as mezzanine equity and measured at the greater of estimated redemption value at the end of each reporting period or the historical cost basis of the noncontrolling interests adjusted for cumulative earnings allocations. The resulting increases or decreases in the estimated redemption amount are affected by corresponding charges against retained earnings, or in the absence of retained earnings, additional paid-in-capital.

(v) Investments

Cost Method

On April 10, 2015, the Company made a \$5 million investment in MGM's world-class casino property, MGM National Harbor, located in Prince George's County, Maryland, which has a predominately African-American demographic profile. On November 30, 2016, the Company contributed an additional \$35 million to complete its investment. This investment further diversified our platform in the entertainment industry while still focusing on our core demographic. We accounted for this investment on a cost basis. Our MGM National Harbor investment entitles us to an annual cash distribution based on net gaming revenue. Our MGM investment is included in other assets on the consolidated balance sheets and its income in the amount of approximately \$7.0 million and \$6.1 million, for the years ended December 31, 2018 and 2017, respectively, is recorded in other income on the consolidated statements of operations. The cost method investment is subject to a periodic impairment review in the normal course. The Company reviewed the investment during 2018 and 2017 and concluded that no impairment to the carrying value was required. As of December 4, 2018, the Company's interest in the MGM National Harbor Casino secures the \$50 million MGM National Harbor Loan.

(w) Content Assets

TV One has entered into contracts to acquire entertainment programming rights and programs from distributors and producers. The license periods granted in these contracts generally run from one year to ten years. Contract payments are made in installments over terms that are generally shorter than the contract period. Each contract is recorded as an asset and a liability at an amount equal to its gross contractual commitment when the license period begins and the program is available for its first airing. Acquired content is generally amortized on a straight-line basis over the term of the license which reflects the estimated usage. For certain content for which the pattern of usage is accelerated, amortization is based upon the actual usage. Amortization of content assets is recorded in the consolidated statement of operations as programming and technical expenses.

The Company also has programming for which the Company has engaged third parties to develop and produce, and it owns most or all rights (commissioned programming). In accordance with ASC 926, content amortization expense for each period is recognized based on the revenue forecast model, which approximates the proportion that estimated advertising and affiliate revenues for the current period represent in relation to the estimated remaining total lifetime revenues as of the beginning of the current period. Management regularly reviews, and revises when necessary, its total revenue estimates, which may result in a change in the rate of amortization and/or a write-down of the asset to fair value. The Company made a revision to the estimated remaining forecasted revenues for certain content assets which increased the programming life of content assets resulting in a reduction of amortization expense of approximately \$8.9 million for the year ended December 31, 2017. There was no significant change in forecasted revenues for programming assets during the year ended December 31, 2018.

Acquired program rights are recorded at the lower of unamortized cost or estimated net realizable value. Estimated net realizable values are based on the estimated revenues associated with the program materials and related expenses. The Company recorded an impairment and recorded additional amortization expense of approximately \$1.6 million and \$0, as a result of evaluating its contracts for recoverability for the years ended December 31, 2018 and 2017, respectively. All produced and licensed content is classified as a long-term asset, except for the portion of the unamortized content balance that is expected to be amortized within one year which is classified as a current asset.

Tax incentives that state and local governments offer that are directly measured based on production activities are recorded as reductions in production costs.

(x) Impact of Recently Issued Accounting Pronouncements

In February 2016, the FASB issued ASU 2016-02, “Leases (Topic 842)” (“ASU 2016-02”), which is a new lease standard that amends lease accounting. ASU 2016-02 will require lessees to recognize a lease asset and lease liability for leases classified as operating leases. ASU 2016-02 is effective for annual periods beginning after December 15, 2018, including interim periods within those fiscal years. Early adoption is permitted. In July 2018, the FASB issued ASU 2018-10, “Codification Improvements to Topic 842, Leases” and ASU 2018-11, “Leases (Topic 842): Targeted Improvements” which affects certain aspects of the previously issued guidance. We will adopt ASU 2016-02, ASU 2018-10 and ASU 2018-11 on January 1, 2019 using the application date transition method by recording a cumulative-effect adjustment to retained earnings as of the adoption date. Prior comparative periods will not be adjusted under this method. The Company adopted a package of practical expedients as allowed by the transition guidance which permits the Company to carry forward the historical assessment of whether contracts contain or are leases, classification of leases and the remaining lease terms. The Company has also made an accounting policy election to exclude leases with an initial term of twelve months or less from recognition on the consolidated balance sheet. Short-term leases will be expensed over the lease term. The Company also elected to separate the consideration in the lease contracts between the lease and non-lease components. All variable non-lease components are expensed as incurred. The Company is finalizing the implementation of the new lease standard and the required disclosures under Topic 842. While the Company is continuing to assess the impact of implementing the new standard, and upon adoption, the Company expects to recognize a right-of-use asset in the range of approximately \$39 million to \$50 million and a lease liability in the range of approximately \$46 million to \$60 million. The Company’s deferred rent balance as of December 31, 2018, will be reclassified to the right-of-use asset upon adoption. The Company also expects as part of the adoption to recognize a cumulative-effect adjustment to retained earnings which represents a deferred gain previously recorded on the consolidated balance sheet related to a prior sale lease-back transaction.

In June 2016, the FASB issued ASU 2016-13, “Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments” (“ASU 2016-13”). ASU 2016-13 is intended to provide financial statement users with more decision-useful information about the expected credit losses on financial instruments and other commitments and requires consideration of a broader range of reasonable and supportable information to inform credit loss estimates. This standard will be effective for interim and annual reporting periods beginning after December 15, 2019, including interim periods within those fiscal years, with early adoption permitted for annual periods beginning after December 15, 2018. The Company has not yet completed its assessment of the impact of the new standard on its consolidated financial statements.

In August 2016, the FASB issued ASU 2016-15, “Statement of Cash Flows (Topic 230): Classification of Certain Cash Receipts and Cash Payments (A Consensus of the Emerging Issues Task Force)” (“ASU 2016-15”). ASU 2016-15 is intended to reduce differences in practice in how certain transactions are classified in the statement of cash flows. This standard will be effective for interim and annual reporting periods beginning after December 15, 2017, including interim periods within those fiscal years, with early adoption permitted. The Company adopted the new standard during the first quarter of 2018 and its adoption did not have a material impact on its consolidated financial statements.

In January 2017, the FASB issued ASU 2017-04, “Intangibles – Goodwill and Other (Topic 350) - Simplifying the Test for Goodwill Impairment” (“ASU 2017-04”). ASU 2017-04 is intended to simplify the accounting for goodwill impairment. The guidance removes Step 2 of the goodwill impairment test, which requires a hypothetical purchase price allocation. This standard will be effective for interim and annual goodwill impairment tests beginning after December 15, 2019, with early adoption permitted on testing dates after January 1, 2017. The Company adopted the new standard during the first quarter of 2018 and its adoption did not have a material impact on its consolidated financial statements.

(y) Related Party Transactions

Reach Media operates the Tom Joyner Foundation’s Fantastic Voyage[®] (the “Fantastic Voyage[®]”), a fund raising event, on behalf of the Tom Joyner Foundation, Inc. (the “Foundation”), a 501(c)(3) entity. The agreements under which the Fantastic Voyage[®] operates provide that Reach Media provide all necessary operations of the cruise and that Reach Media will be reimbursed its expenditures and receive a fee plus a performance bonus for the cruise. Distributions from operating income or operating revenues, depending upon the year, are in the following order until the funds are depleted: up to \$250,000 to the Foundation, reimbursement of Reach’s expenditures, up to \$1.0 million fee to Reach, a performance bonus of up to 50% of remaining operating income to Reach, with the balance remaining with the Foundation. For years 2020 through 2022, \$250,000 to the Foundation is guaranteed. Reach Media’s earnings for the Fantastic Voyage[®] may not exceed \$1.7 million in 2018 and 2019, nor \$1.75 million in 2020 and thereafter. The Foundation’s remittances to Reach Media under the agreements are limited to its Fantastic Voyage[®]-related cash revenues. Reach Media bears the risk should the Fantastic Voyage[®] sustain a loss and bears all credit risk associated with the related customer cabin sales. The agreement between Reach and the Foundation automatically renews annually unless termination is mutually agreed or unless a party’s financial requirements are not met, as defined in the Agreement, in which case that party not in breach of their obligations has the right, but not the obligation, to terminate unilaterally. As of December 31, 2018 and 2017, the Foundation owed Reach Media \$208,000 and approximately \$1.1 million, respectively, under the agreements for the operations on the cruises.

Reach Media provides office facilities (including office space, telecommunications facilities, and office equipment) to the Foundation, and to Tom Joyner, LTD. (“Limited”), Tom Joyner’s production company. Such services are provided to the Foundation and to Limited on a pass-through basis at cost. Additionally, from time to time, the Foundation and Limited reimburse Reach Media for expenditures paid on their behalf at Reach Media-related events. Under these arrangements, as of December 31, 2018, the Foundation and Limited owed \$34,000 and \$2,000 to Reach Media, respectively. As of December 31, 2017, the Foundation and Limited owed \$26,000 and \$4,000 to Reach Media, respectively.

For the year ended December 31, 2018, Reach Media's revenues, expenses, and operating income for the Fantastic Voyage[®] were approximately \$9.3 million, \$7.6 million, and \$1.7 million, respectively; for the year ended December 31, 2017, Reach Media's revenues, expenses, and operating income for the Fantastic Voyage[®] were approximately \$9.0 million, \$7.3 million, and \$1.7 million, respectively. The Fantastic Voyage[®] took place during the second quarters of both 2018 and 2017.

On October 2, 2017, Karen Wishart began employment with the Company as an Executive Vice President. Ms. Wishart has taken the place of Linda Vilardo as Chief Administrative Officer effective after Ms. Vilardo's last day of employment, which was December 31, 2017. Effective January 1, 2018, Ms. Wishart became a named executive officer of the Company for reporting purposes. Ms. Wishart is employed as an Executive Vice President and, effective January 1, 2018, as Chief Administrative Officer of the Company and as a Vice President of each of the Company's subsidiaries. Ms. Wishart owns a controlling interest in a temporary staffing and recruiting services firm. During the years ended December 31, 2018 and 2017, the Company paid the staffing and recruiting services firm \$31,000 and \$425,000, respectively. Subsequent to Ms. Wishart's hiring on October 2, 2017, on a limited basis, the staffing firm can continue to provide new staffing and/or recruiting services to the Company. However, the staffing firm will only be reimbursed for direct expenses incurred.

2. ACQUISITIONS AND DISPOSITIONS:

On October 20, 2011, we entered into a time brokerage agreement ("TBA") with WGPR, Inc. ("WGPR"). Pursuant to the TBA, beginning October 24, 2011, we began to broadcast programs produced, owned or acquired by the Company on WGPR's Detroit radio station, WGPR-FM. We pay a monthly fee as well as certain operating costs of WGPR-FM, and in exchange we retain all revenues from the sale of the advertising within the programming we provide. The original term of the TBA was through December 31, 2014; however, in September 2014, we entered into an amendment to the TBA to extend the term of the TBA through December 31, 2019. Under the terms of the TBA, WGPR has also granted us certain rights of first negotiation and first refusal with respect to the sale of WGPR-FM by WGPR and with respect to any potential time brokerage agreement for WGPR-FM covering any time period subsequent to the term of the TBA.

On January 30, 2017, the Company entered into an asset purchase agreement to sell certain land, towers and equipment to a third party for \$25 million. On May 2, 2017, the Company closed on its previously announced sale, and is leasing certain of the assets back from the buyer as a part of its normal operations. The Company received proceeds of approximately \$25.0 million, resulting in an overall net gain on sale of approximately \$22.5 million, of which approximately \$14.4 million was recognized immediately during the second quarter of 2017, and approximately \$8.1 million which was deferred and will be recognized into income over the lease term of ten years. This deferred gain will be recognized as a cumulative adjustment to equity when the Company adopts ASC 842 on January 1, 2019.

On April 20, 2017, the Company announced it had entered into an agreement for the acquisition of Red Zebra Broadcasting's WWXT-FM and WXGI-AM stations. With this acquisition, the Company expanded its Washington, DC market presence and diversified its Richmond market presence. Washington, DC's WMMJ MAJIC 102.3 FM programming is simulcast on WWXT 92.7 FM which is expected to grow its listenership. In Richmond, the Company diversified its all-music cluster and maintained the sports radio format of WXGI 950 AM and simulcast the new Richmond ESPN Radio on 1240 AM and 102.7 FM. Local marketing agreements for both stations were effective as of May 1, 2017 until the Company completed the acquisition of the stations on June 23, 2017, and total consideration paid was approximately \$2.0 million. The Company's purchase accounting to reflect the fair value of assets acquired and liabilities assumed consisted of approximately \$1.6 million to radio broadcasting licenses, \$47,000 to goodwill, \$206,000 to property and equipment and \$114,000 to other intangible assets.

On April 28, 2017, the Company acquired certain assets constituting the websites and brands Bossip, HipHopWired and MadameNoire from Moguldom Media Group, LLC. The assets were integrated into the Company's digital segment. The consideration for the assets was a \$5 million payment at closing, with further potential earn-out payments of up to \$5 million over the next 4 years contingent upon performance. Total cash consideration paid at closing was approximately \$5.0 million. The Company's purchase accounting to reflect the fair value of assets acquired and liabilities assumed consisted of \$22,000 to property and equipment, approximately \$1.2 million to brand and trade names, \$4.6 million to goodwill, \$1.4 million to customer relationships and \$322,000 to other intangible assets, offset by estimated contingent consideration of approximately \$2.2 million and other liabilities of \$263,000.

On August 3, 2017, the Company sold the assets of its Detroit WCHB-AM station for \$2.0 million and recognized an immaterial loss on the sale of the station during the year ended December 31, 2017.

On August 8, 2018, the Company closed on its previously announced sale of the assets of one of its Detroit, Michigan, radio stations, WPZR-FM (102.7 FM), to Educational Media Foundation, of California, for total consideration of approximately \$12.7 million, of which approximately \$12.2 million was received in cash. As part of the deal, the Company received 3 FM translators that service the Detroit metropolitan area. These signals were combined with the existing FM translator to multicast the Detroit Praise Network. The Company recognized an immaterial loss on the sale of the station during the year ended December 31, 2018.

On August 9, 2018, the Company closed on its previously announced acquisition of the assets of the radio station The Team 980 (WTEM 980 AM) from Red Zebra Broadcasting. Upon closing, the Company also entered into an agreement with the Washington Redskins to ensure that all Redskins games, as well as pregame and postgame programming, will remain on The Team 980. The Company's purchase accounting to reflect the fair value of assets acquired and liabilities assumed consisted of approximately \$2.0 million to radio broadcasting licenses, \$1.1 million to land and land improvements, \$512,000 to towers, \$91,000 to goodwill, \$206,000 to advertiser agreements, and \$254,000 to other property and equipment assets.

3. PROPERTY AND EQUIPMENT:

Property and equipment are carried at cost less accumulated depreciation and amortization. Depreciation is calculated using the straight-line method over the related estimated useful lives. Property and equipment consists of the following:

	<u>As of December 31,</u>		<u>Estimated</u>
	<u>2018</u>	<u>2017</u>	
	(In thousands)		
Land and improvements	\$ 3,491	\$ 2,391	—
Buildings	2,754	2,660	31 years
Transmitters and towers	41,854	40,343	7-15 years
Equipment	60,872	59,024	3-7 years
Furniture and fixtures	9,699	10,354	6 years
Software and web development	27,330	25,398	3 years
Leasehold improvements	25,407	24,543	Lease Term
Construction-in-progress	275	184	—
	<u>171,682</u>	<u>164,897</u>	
Less: Accumulated depreciation and amortization	(145,594)	(139,716)	
Property and equipment, net	<u>\$ 26,088</u>	<u>\$ 25,181</u>	

Repairs and maintenance costs are expensed as incurred.

4. GOODWILL, RADIO BROADCASTING LICENSES AND OTHER INTANGIBLE ASSETS:

Impairment Testing

We have historically made acquisitions whereby a significant amount of the purchase price was allocated to radio broadcasting licenses, goodwill and other intangible assets. In accordance with ASC 350, "Intangibles - Goodwill and Other," we do not amortize our radio broadcasting licenses and goodwill. Instead, we perform a test for impairment annually across all reporting units, or on an interim basis when events or changes in circumstances or other conditions suggest impairment may have occurred in any given reporting unit. Other intangible assets continue to be amortized on a straight-line basis over their useful lives. We perform our annual impairment test as of October 1 of each year. For the years ended December 31, 2018 and 2017, we recorded impairment charges against radio broadcasting licenses and goodwill collectively, of approximately \$21.3 million and \$29.1 million, respectively.

2018 Interim Impairment Testing

During the second and third quarters of 2018, the total market revenue growth for certain markets in which we operate was below that used in our annual impairment testing. In each quarter, we deemed that to be an impairment indicator that warranted interim impairment testing of certain markets' radio broadcasting licenses, which we performed as of June 30, 2018 and September 30, 2018. During the first quarter of 2018, the Company recorded a non-cash impairment charge of approximately \$3.9 million associated with our Detroit market radio broadcasting licenses. During the second and third quarters of 2018, we identified an impairment indicator at certain of our radio markets, and, as such, we performed an interim analysis for certain radio market goodwill as of June 30, 2018 and September 30, 2018. During the first quarter of 2018, the Company recorded a non-cash impairment charge of approximately \$2.7 million to reduce the carrying value of our Charlotte goodwill balance.

2018 Annual Impairment Testing

We completed our 2018 annual impairment assessment as of October 1, 2018. During the fourth quarter of 2018, the Company recorded a non-cash impairment charge of approximately \$14.7 million to reduce the carrying value of our Atlanta goodwill balance. Our 2018 annual impairment testing indicated the carrying values for our goodwill attributable to Reach Media, TV One, digital and our other radio broadcasting reporting units were not impaired.

2017 Interim Impairment Testing

For the second and third quarters in 2017, the total market revenue growth for certain markets in which we operate was below that used in our prior year annual impairment testing. In each quarter, we deemed that to be an impairment indicator that warranted interim impairment testing of certain markets' radio broadcasting licenses, which we performed as of June 30, 2017 and September 30, 2017. During the second and third quarters of 2017, the Company recognized impairment of approximately \$12.7 million and \$16.4 million, respectively, related to its Columbus and Houston radio broadcasting licenses. During the second and third quarters of 2017, we identified an impairment indicator at certain of our radio markets, and as such, we performed an interim impairment analysis for certain radio market goodwill as of June 30, 2017 and September 30, 2017. There was no impairment identified as part of this testing. During the second and third quarters of 2017, the Company performed interim impairment testing on the valuation of goodwill associated with Reach Media. Our interim impairment testing indicated that the carrying value for Reach Media's goodwill was not impaired.

2017 Annual Impairment Testing

We completed our 2017 annual impairment assessment as of October 1, 2017. Our 2017 annual impairment testing indicated the carrying values for our goodwill attributable to Reach Media, TV One, digital and our radio broadcasting segments were not impaired.

Valuation of Broadcasting Licenses

We utilize the services of a third-party valuation firm to assist us in estimating the fair value of our radio broadcasting licenses and reporting units. Fair value is estimated to be the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. We use the income approach to test for impairment of radio broadcasting licenses. A projection period of 10 years is used, as that is the time horizon in which operators and investors generally expect to recover their investments. When evaluating our radio broadcasting licenses for impairment, the testing is done at the unit of accounting level as determined by ASC 350, "Intangibles - Goodwill and Other." In our case, each unit of accounting is a cluster of radio stations into one of our 15 geographical markets. Broadcasting license fair values are based on the discounted future cash flows of the applicable unit of accounting assuming an initial hypothetical start-up operation which possesses FCC licenses as the only asset. Over time, it is assumed the operation acquires other tangible assets such as advertising and programming contracts, employment agreements and going concern value, and matures into an average performing operation in a specific radio market. The income approach model incorporates several variables, including, but not limited to: (i) radio market revenue estimates and growth projections; (ii) estimated market share and revenue for the hypothetical participant; (iii) likely media competition within the market; (iv) estimated start-up costs and losses incurred in the early years; (v) estimated profit margins and cash flows based on market size and station type; (vi) anticipated capital expenditures; (vii) estimated future terminal values; (viii) an effective tax rate assumption; and (ix) a discount rate based on the weighted-average cost of capital for the radio broadcast industry. In calculating the discount rate, we considered: (i) the cost of equity, which includes estimates of the risk-free return, the long-term market return, small stock risk premiums and industry beta; (ii) the cost of debt, which includes estimates for corporate borrowing rates and tax rates; and (iii) estimated average percentages of equity and debt in capital structures.

Our methodology for valuing broadcasting licenses has been consistent for all periods presented. Below are some of the key assumptions used in the income approach model for estimating the broadcasting license and goodwill fair values for the annual impairment testing performed and interim impairment testing where an impairment charge was recorded since January 1, 2017. The Company recorded an impairment charge of approximately \$3.9 million associated with our Detroit market radio broadcasting licenses during the year ended December 31, 2018. During the second and third quarters of 2017, the Company recognized impairment of approximately \$12.7 million and \$16.4 million, respectively, related to its Columbus and Houston radio broadcasting licenses.

Radio Broadcasting Licenses	October 1, 2018	March 31, 2018(*)	October 1, 2017	September 30, 2017(a)	June 30, 2017(a)
Impairment charge (in millions)	\$ -	\$ 3.9	\$ -	\$ 16.4	\$ 12.7
Discount Rate	9.0%	*	9.0%	9.0%	9.0%
Year 1 Market Revenue Growth Rate Range	(1.2)% – (0.6)%	*	(5.0)% – 1.4%	(5.0)% – 2.0%	1.0% – 2.0%
Long-term Market Revenue Growth Rate Range (Years 6 – 10)	0.7% – 1.1%	*	0.5% – 1.5%	0.5% – 1.5%	0.5% – 1.5%
Mature Market Share Range	5.3% – 25.0%	*	6.8% – 25.4%	6.9% – 25.8%	6.9% – 15.3%
Mature Operating Profit Margin Range	28.3% – 41.1%	*	30.9% – 46.9%	31.0% – 47.0%	31.6% – 47.0%

(a) Reflects changes only to the key assumptions used in the interim testing for certain units of accounting.

(*) License fair value based on estimated asset sale consideration.

Broadcasting Licenses Valuation Results

The Company's total broadcasting licenses carrying value is approximately \$600.1 million as of December 31, 2018. The units of accounting reflected in the table below are not disclosed on a specific market basis so as to not make sensitive information publicly available that could be competitively harmful to the Company.

Unit of Accounting	Radio Broadcasting Licenses Carrying Balances		
	As of December 31, 2017	Net Increase (Decrease)	As of December 31, 2018
	(In thousands)		
Unit of Accounting 2	\$ 3,086	\$ –	\$ 3,086
Unit of Accounting 7	14,748	–	14,748
Unit of Accounting 5	16,100	–	16,100
Unit of Accounting 4	16,142	–	16,142
Unit of Accounting 9	32,875	(16,438)	16,437
Unit of Accounting 15	20,736	–	20,736
Unit of Accounting 14	20,770	–	20,770
Unit of Accounting 11	21,135	–	21,135
Unit of Accounting 6	22,642	–	22,642
Unit of Accounting 13	47,846	–	47,846
Unit of Accounting 12	49,663	–	49,663
Unit of Accounting 16	54,258	2,037	56,295
Unit of Accounting 8	62,015	–	62,015
Unit of Accounting 1	93,394	–	93,394
Unit of Accounting 10	139,125	–	139,125
Total	<u>\$ 614,535</u>	<u>\$ (14,401)*</u>	<u>\$ 600,134</u>

* The amount listed is net of additions, dispositions and impairment charges.

Our licenses expire at various dates through August 1, 2022.

Valuation of Goodwill

The impairment testing of goodwill is performed at the reporting unit level. We had 18 reporting units as of our October 2018 annual impairment assessment, consisting of each of the 15 radio markets within the radio division and each of the other three business divisions. In testing for the impairment of goodwill, we primarily rely on the income approach. The approach involves a 10-year model with similar variables as described above for broadcasting licenses, except that the discounted cash flows are based on the Company's estimated and projected market revenue, market share and operating performance for its reporting units, instead of those for a hypothetical participant. We use a 5-year model for our Reach Media reporting unit. We evaluate all events and circumstances on an interim basis to determine if an impairment indicator is present and also perform annual testing by comparing the fair value of the reporting unit with its carrying amount. We recognize an impairment charge to operations in the amount that the reporting unit's carrying value exceeds its fair value. The impairment charge recognized cannot exceed the total amount of goodwill allocated to the reporting unit.

We have not made any changes to the methodology for valuing or allocating goodwill when determining the fair values of the reporting units. During the first quarter of 2018, the Company recorded a non-cash impairment charge of approximately \$2.7 million to reduce the carrying value of our Charlotte goodwill balance and during the fourth quarter of 2018, the Company recorded a non-cash impairment charge of approximately \$14.7 million to reduce the carrying value of our Atlanta goodwill balance. We did not identify any goodwill impairment during the year ended December 31, 2017.

Below are some of the key assumptions used in the income approach model for estimating reporting unit fair values for all annual impairment assessments performed since October 2017.

Goodwill (Radio Market Reporting Units)	October 1, 2018(a)	March 31, 2018 (*)	October 1, 2017(a)
Impairment charge (in millions)	\$ 14.7	\$ 2.7	\$ —
Discount Rate	9.0%	*	9.0%
Year 1 Market Revenue Growth Rate Range	(8.0)% – 27.5%	*	(8.4)% – 46.6%
Long-term Market Revenue Growth Rate Range (Years 6 – 10)	0.7% – 1.1%	*	0.5% – 1.5%
Mature Market Share Range	7.6% - 17.8%	*	8.0% - 18.2%
Mature Operating Profit Margin Range	26.8% - 46.9%	*	25.1% - 50.1%

(a) Reflects the key assumptions for testing only those radio markets with remaining goodwill.

(*) Goodwill fair value based on estimated asset sale consideration.

Below are some of the key assumptions used in the income approach model for estimating the fair value for Reach Media for the annual and interim impairment assessments performed since October 2017. When compared to the discount rates used for assessing radio market reporting units, the higher discount rates used in these assessments reflect a premium for a riskier and broader media business, with a heavier concentration and significantly higher amount of programming content assets that are highly dependent on the on-air personality Tom Joyner. As a result of our impairment assessments, the Company concluded that the goodwill was not impaired.

Reach Media Segment Goodwill	October 1, 2018	October 1, 2017
Impairment charge (in millions)	\$ —	\$ —
Discount Rate	10.5%	10.5%
Year 1 Revenue Growth Rate	2.3%	(11.3)%
Long-term Revenue Growth Rate (Year 5)	1.0%	1.0%
Operating Profit Margin Range	14.6% - 15.8%	13.5% - 15.9%

Below are some of the key assumptions used in the income approach model for determining the fair value of our digital reporting unit since October 2017. When compared to discount rates for the radio reporting units, the higher discount rate used to value the reporting unit is reflective of discount rates applicable to internet media businesses. The Company concluded no impairment to the carrying value of goodwill had occurred as a result of the annual testing performed in 2018 and 2017.

Digital Segment Goodwill	October 1, 2018	October 1, 2017
Impairment charge (in millions)	\$ —	\$ —
Discount Rate	13.5%	13.0%
Year 1 Revenue Growth Rate	12.6%	24.1%
Long-term Revenue Growth Rate (Years 6 – 10)	3.1% - 3.7%	2.4% - 4.3%
Operating Profit Margin Range	(1.1)% - 15.7%	(1.5)% - 17.0%

Below are some of the key assumptions used in the income approach model for determining the fair value of our cable television segment since October 2017. As a result of the testing performed in 2018 and 2017, the Company concluded no impairment to the carrying value of goodwill had occurred.

Cable Television Segment Goodwill	October 1, 2018	October 1, 2017
Impairment charge (in millions)	\$ —	\$ —
Discount Rate	11.0%	11.0%
Year 1 Revenue Growth Rate	1.8%	4.8%
Long-term Revenue Growth Rate Range (Years 6 – 10)	2.0% - 3.0%	2.3% - 2.7%
Operating Profit Margin Range	36.9% - 42.5%	42.2% - 45.9%

The above four goodwill tables reflect some of the key valuation assumptions used for 11 of our 18 reporting units. The other seven remaining reporting units had no goodwill carrying value balances as of December 31, 2018.

Goodwill Valuation Results

The table below presents the changes in Company's goodwill carrying values for its four reportable segments during 2018 and 2017:

	Radio Broadcasting Segment	Reach Media Segment	Digital Segment	Cable Television Segment	Total
	(In thousands)				
Gross goodwill	\$ 154,863	\$ 30,468	\$ 23,004	\$ 165,044	\$ 373,379
Accumulated impairment losses	(84,436)	(16,114)	(14,545)	—	(115,095)
Additions	47	—	4,563	—	4,610
Impairments	—	—	—	—	—
Net goodwill at December 31, 2017	<u>\$ 70,474</u>	<u>\$ 14,354</u>	<u>\$ 13,022</u>	<u>\$ 165,044</u>	<u>\$ 262,894</u>
Gross goodwill	\$ 154,910	\$ 30,468	\$ 27,567	\$ 165,044	\$ 377,989
Accumulated impairment losses	(84,436)	(16,114)	(14,545)	—	(115,095)
Additions	90	—	—	—	90
Impairments	(17,412)	—	—	—	(17,412)
Net goodwill at December 31, 2018	<u>\$ 53,152</u>	<u>\$ 14,354</u>	<u>\$ 13,022</u>	<u>\$ 165,044</u>	<u>\$ 245,572</u>

In arriving at the estimated fair values for radio broadcasting licenses and goodwill, we also performed an analysis by comparing our overall average implied multiple based on our cash flow projections and fair values to recently completed sales transactions, and by comparing our estimated fair values to the market capitalization of the Company. The results of these comparisons confirmed that the fair value estimates resulting from our annual assessments in 2018 were reasonable.

Intangible Assets Excluding Goodwill and Radio Broadcasting Licenses

Other intangible assets, excluding goodwill, radio broadcasting licenses and the unamortized brand name, are being amortized on a straight-line basis over various periods. Other intangible assets consist of the following:

	As of December 31,		Period of	Remaining
	2018	2017	Amortization	Weighted- Average Period of Amortization
	(In thousands)			
Trade names	\$ 17,391	\$ 17,378	1-5 Years	2.2 Years
Intellectual property	9,531	9,531	4-10 Years	0.0 Years
Affiliate agreements	178,986	178,986	8 Years	0.3 Years
Acquired income leases	127	127	3-15 Years	12.1 Years
Advertiser agreements	46,789	46,583	1-12 Years	4.1 Years
Favorable office and transmitter leases	2,097	2,097	2-60 Years	38.8 Years
Brand names	4,413	4,013	10 Years	7.9 Years
Brand names - unamortized	39,690	39,690	Indefinite	—
ABL facility debt costs	421	421	Debt term	2.2 Years
Launch assets	6,284	3,632	Contract length	6.1 Years
Other intangibles	675	675	1-5 Years	2.3 Years
	306,404	303,133		
Less: Accumulated amortization	(236,313)	(209,078)		
Other intangible assets, net	<u>\$ 70,091</u>	<u>\$ 94,055</u>		5.3 Years

Amortization expense of intangible assets for the years ended December 31, 2018 and 2017 was approximately \$26.7 million and \$26.9 million, respectively.

The Company's affiliation agreements have expiration dates ranging from September 2019 to June 2026.

The following table presents the Company's estimate of amortization expense for the years 2019 through 2023 for intangible assets:

	(In thousands)	
2019	\$	11,575
2020	\$	4,588
2021	\$	4,349
2022	\$	4,332
2023	\$	1,449

The table above excludes launch asset amortization as it is recorded as a reduction to revenue. Actual amortization expense may vary as a result of future acquisitions and dispositions.

5. CONTENT ASSETS:

The gross cost and accumulated amortization of content assets is as follows:

	As of December 31,		Period of Amortization
	2018	2017	
	(In thousands)		
Produced content assets:			
Completed	\$ 318,234	\$ 283,956	
In-production	13,578	14,703	
Licensed content assets acquired:			
Acquired	35,866	25,946	
Content assets, at cost	367,678	324,605	1-10 Years
Less: Accumulated amortization	(256,461)	(212,548)	
Content assets, net	111,217	112,057	
Current portion	(33,951)	(37,549)	
Noncurrent portion	\$ 77,266	\$ 74,508	

Produced content assets include certain unamortized costs that will not be 80% amortized within three years from December 31, 2018, totaling approximately \$16.7 million. Approximately 58.1% of these unamortized costs are expected to be amortized within three years from December 31, 2018. The remaining balance of these costs will be amortized through the year ending December 31, 2029.

Future estimated content amortization expense related to agreements entered into as of December 31, 2018, for years 2019 through 2023 is as follows:

	(In thousands)	
2019	\$	33,951
2020	\$	25,672
2021	\$	19,929
2022	\$	11,071
2023	\$	7,016

Future estimated content amortization expense is not included for in-production content assets in the table above.

Future minimum content payments required under agreements entered into as of December 31, 2018, are as follows:

	(In thousands)
2019	\$ 18,870
2020	\$ 8,597
2021	\$ 6,145
2022	\$ 3,479
2023	\$ 161

6. INVESTMENTS:

Cost Method

On April 10, 2015, the Company made a \$5 million investment in MGM's world-class casino property, MGM National Harbor, located in Prince George's County, Maryland, which has a predominately African-American demographic profile. On November 30, 2016, the Company contributed an additional \$35 million to complete its investment. This investment further diversified our platform in the entertainment industry while still focusing on our core demographic. We accounted for this investment on a cost basis. Our MGM National Harbor investment entitles us to an annual cash distribution based on net gaming revenue. Our MGM investment is included in other assets on the consolidated balance sheets and its income in the amount of approximately \$7.0 million and \$6.1 million, for the years ended December 31, 2018 and 2017, respectively, is recorded in other income on the consolidated statements of operations. The cost method investment is subject to a periodic impairment review in the normal course. The Company reviewed the investment during 2018 and 2017 and concluded that no impairment to the carrying value was required. As of December 4, 2018, the Company's interest in the MGM National Harbor Casino secures the \$50 million MGM National Harbor Loan.

7. OTHER CURRENT LIABILITIES:

Other current liabilities consist of the following:

	As of December 31,	
	2018	2017
	(In thousands)	
Deferred revenue	\$ 9,211	\$ 9,070
Deferred barter revenue	346	1,730
Deferred rent	861	764
Employment Agreement Award	2,520	2,973
Accrued national representative fees	1,025	755
Accrued miscellaneous taxes	290	302
Income taxes payable	426	1,082
Tenant allowance	367	—
Deferred gain on sale-leaseback	809	809
Contingent consideration	1,433	850
Reserve for audience deficiency	3,332	4,427
Other current liabilities	3,831	4,474
Other current liabilities	<u>\$ 24,451</u>	<u>\$ 27,236</u>

8. DERIVATIVE INSTRUMENTS:

The Company accounts for an award called for in the CEO's employment agreement (the "Employment Agreement Award") as a derivative instrument in accordance with ASC 815, "Derivatives and Hedging." The Company estimated the fair value of the award at December 31, 2018 and 2017, to be approximately \$25.7 million and \$32.3 million, respectively, and accordingly adjusted its liability to this amount. The long-term portion is recorded in other long-term liabilities and the current portion is recorded in other current liabilities in the consolidated balance sheets. The (benefit)/expense associated with the Employment Agreement Award was recorded in the consolidated statements of operations as corporate selling, general and administrative expenses and was approximately \$(5.1) million and \$8.5 million for the years ended December 31, 2018, and 2017, respectively.

The Company's obligation to pay the Employment Agreement Award was triggered after the Company recovered the aggregate amount of its capital contribution in TV One and only upon actual receipt of distributions of cash or marketable securities or proceeds from a liquidity event with respect to the Company's aggregate investment in TV One. The CEO was fully vested in the award upon execution of the employment agreement, and the award lapses if the CEO voluntarily leaves the Company, or is terminated for cause. In September 2014, the Compensation Committee of the Board of Directors of the Company approved terms for a new employment agreement with the CEO, including a renewal of the Employment Agreement Award upon similar terms as in the prior employment agreement. Prior to the quarter ended September 30, 2018, there were probability factors included in the calculation of the award related to the likelihood that the award will be realized. During the quarter ended September 30, 2018, management changed the methodology used in calculating the fair value of the Company's Employment Agreement Award liability to simplify the calculation. As part of the simplified calculation, the Company eliminated certain adjustments made to its aggregate investment in TV One, including the treatment of historical dividends paid and potential distribution of assets upon liquidation. The Compensation Committee of the Board of Directors approved the simplified method which eliminates certain assumptions that were historically used in the determination of the fair value of this liability. The revised methodology resulted in a credit adjustment of approximately \$6.6 million during the quarter ended September 30, 2018 to reflect this change in estimate. The liability was further reduced during the quarter ended December 31, 2018 using the simplified methodology, due primarily to an overall lower valuation.

9. LONG-TERM DEBT:

Long-term debt consists of the following:

	As of December 31,	
	2018	2017
	(In thousands)	
2018 Credit Facility	\$ 192,000	\$ —
MGM National Harbor Loan	50,066	—
2017 Credit Facility	323,926	347,375
9.25% Senior Subordinated Notes due February 2020	2,037	275,000
7.375% Senior Secured Notes due April 2022	350,000	350,000
Comcast Note due April 2019	11,872	11,872
Total debt	929,901	984,247
Less: current portion of long-term debt	38,706	3,500
Less: original issue discount and issuance costs	17,438	13,581
Long-term debt, net	\$ 873,757	\$ 967,166

2018 Credit Facility

On December 4, 2018, the Company and certain of its subsidiaries entered into a credit agreement ("2018 Credit Facility"), among the Company, the lenders party thereto from time to time, Wilmington Trust, National Association, as administrative agent, and TCG Senior Funding L.L.C, as sole lead arranger and sole bookrunner. The 2018 Credit Facility provided \$192.0 million in term loan borrowings, which was funded on December 20, 2018. The net proceeds of term loan borrowings under the 2018 Credit Facility were used or will be used to refinance, repurchase, redeem or otherwise repay the Company's outstanding 9.25% Senior Subordinated Notes due 2020.

Borrowings under the 2018 Credit Facility are subject to customary conditions precedent, as well as a requirement under the 2018 Credit Facility that (i) the Company's total gross leverage ratio on a pro forma basis be not greater than 8:00 to 1:00 (this total gross leverage ratio test steps down as described below), (ii) neither of the administrative agents under the Company's existing credit facilities nor the trustee under the Company's existing senior secured notes due 2022 have objected to the terms of the new credit documents and (iii) certification by the Company that the terms and conditions of the 2018 Credit Facility satisfy the requirements of the definition of "Permitted Refinancing" (as defined in the agreements governing the Company's existing credit facilities) and neither of the administrative agents under the Company's existing credit facilities notifies the Company within five (5) business days prior to funding the borrowings under the 2018 Credit Facility that it disagrees with such determination (including a reasonable description of the basis upon which it disagrees).

The 2018 Credit Facility matures on December 31, 2022 (the "Maturity Date"). Interest rates on borrowings under the 2018 Credit Facility will be either (i) from the Funding Date to the Maturity Date, 12.875% per annum, (ii) 11.875% per annum, once 50% of the term loan borrowings have been repaid or (iii) 10.875% per annum, once 75% of the term loan borrowings have been repaid. Interest payments begin on the last day of the 3-month period commencing on the Funding Date.

The Company's obligations under the 2018 Credit Facility are not secured. The 2018 Credit Facility is guaranteed on an unsecured basis by each entity that guarantees the Company's outstanding \$350.0 million 2017 Credit Facility (as defined below).

The term loans may be voluntarily prepaid prior to February 15, 2020 subject to payment of a prepayment premium. The Company will be required to repay principal to the extent then outstanding on each quarterly interest payment date, commencing on the quarterly interest payment date ending March 2019, equal to one quarter of 7.5% of the aggregate initial principal amount of all term loans incurred on the Funding Date to December 2019, commencing on the quarterly interest payment date ending March 2020, one quarter of 10.0% of the aggregate initial principal amount of all term loans incurred on the Funding Date to December 2021, and, commencing on the quarterly interest payment date ending March 2021, one quarter of 12.5% of the aggregate initial principal amount of all term loans incurred on the Funding Date to December 2022. The Company will also be required to use 75% of excess cash flow (as defined in the 2018 Credit Facility, which exclude any distributions to the Company or its restricted subsidiaries in respect of its interests in the MGM National Harbor) to repay outstanding term loans at par, paid semiannually and to use 100% of all distributions to the Company or its restricted subsidiaries received in respect of its interest in the MGM National Harbor to repay outstanding terms loans at par.

The 2018 Credit Facility contains customary representations and warranties and events of default, affirmative and negative covenants (in each case, subject to materiality exceptions and qualifications). The 2018 Credit Facility also contains certain financial covenants, including a maintenance covenant requiring the Company's total gross leverage ratio to be not greater than 8.0 to 1.00 in 2019, 7.5 to 1.00 in 2020, 7.25 to 1.00 in 2021 and 6.75 to 1.00 in 2022.

As of December 31, 2018, the Company had outstanding approximately \$192.0 million on its 2018 Credit Facility. The original issue discount in the amount of approximately \$3.8 million and associated debt issuance costs in the amount of \$875,000 is being reflected as an adjustment to the carrying amount of the debt obligation and amortized to interest expense over the term of the credit facility using the effective interest rate method. The amortization of deferred financing costs was charged to interest expense for all periods presented. The amount of deferred financing costs included in interest expense for all instruments, for the years ended December 31, 2018 and 2017, was approximately \$2.9 million and \$3.6 million, respectively.

MGM National Harbor Loan

Concurrently, on December 4, 2018, Urban One Entertainment SPV, LLC ("UONESPV") and its immediate parent, Radio One Entertainment Holdings, LLC ("ROEH"), each of which is a wholly owned subsidiary of the Company, entered into a credit agreement, providing \$50.0 million in term loan borrowings (the "MGM National Harbor Loan") which was funded on December 20, 2018.

The MGM National Harbor Loan matures on December 31, 2022 and bears interest at 7.0% per annum in cash plus 4.0% per annum paid-in kind. The loan has limited ability to be prepaid in the first two years. The loan is secured on a first priority basis by the assets of UONESPV and ROEH, including all of UONESPV's shares held by ROEH, all of UONESPV's interests in MGM National Harbor, its rights under the joint venture operating agreement governing the MGM National Harbor and UONESPV's obligation to exercise its put right under the joint venture operating agreement in the event of a UONESPV payment default or bankruptcy event, in each case, subject to applicable Maryland gaming laws and approvals. Exercise by UONESPV of its put right under the joint venture operating agreement is subject to required lender consent unless the proceeds are used to retire the MGM National Harbor Loan and any remaining excess is used to repay borrowings, if any, under the 2018 Credit Facility. The MGM National Harbor Loan also contains customary representations and warranties and events of default, affirmative and negative covenants (in each case, subject to materiality exceptions and qualifications).

As of December 31, 2018, the Company had outstanding approximately \$50.1 million on its MGM National Harbor Loan. The original issue discount in the amount of approximately \$1.0 million and associated debt issuance costs in the amount of approximately \$1.7 million is being reflected as an adjustment to the carrying amount of the debt obligation and amortized to interest expense over the term of the obligation using the effective interest rate method. The amortization of deferred financing costs was charged to interest expense for all periods presented.

2017 Credit Facilities

On April 18, 2017, the Company closed on a senior secured credit facility (the "2017 Credit Facility"). The 2017 Credit Facility is governed by a credit agreement by and among the Company, the lenders party thereto from time to time and Guggenheim Securities Credit Partners, LLC, as administrative agent, The Bank of New York Mellon, as collateral agent, and Guggenheim Securities, LLC as sole lead arranger and sole book running manager. The 2017 Credit Facility provides for \$350 million in term loan borrowings, all of which was advanced and outstanding on the date of the closing of the transaction.

The 2017 Credit Facility matures on the earlier of (i) April 18, 2023, or (ii) in the event such debt is not repaid or refinanced, 91 days prior to the maturity of either of the Company's 2022 Notes or the Company's 2020 Notes. At the Company's election, the interest rate on borrowings under the 2017 Credit Facility are based on either (i) the then applicable base rate (as defined in the 2017 Credit Facility) as, for any day, a rate per annum (rounded upward, if necessary, to the next 1/100th of 1%) equal to the greater of (a) the prime rate published in the Wall Street Journal, (b) 1/2 of 1% in excess rate of the overnight Federal Funds Rate at any given time, (c) the one-month LIBOR rate commencing on such day plus 1.00% and (d) 2%, or (ii) the then applicable LIBOR rate (as defined in the 2017 Credit Facility). The average interest rate was approximately 6.07% for 2018 and was 5.31% for 2017.

The 2017 Credit Facility is (i) guaranteed by each entity that guarantees the Company's 2022 Notes on a pari passu basis with the guarantees of the Notes and (ii) secured on a pari passu basis with the Company's 2022 Notes. The Company's obligations under the 2017 Credit Facility are secured, subject to permitted liens and except for certain excluded assets (i) on a first priority basis by certain notes priority collateral, and (ii) on a second priority basis by collateral for the Company's asset-backed line of credit.

In addition to any mandatory or optional prepayments, the Company is required to pay interest on the term loans (i) quarterly in arrears for the base rate loans, and (ii) on the last day of each interest period for LIBOR loans. Certain voluntary prepayments of the term loans during the first six months will require an additional prepayment premium. Beginning with the interest payment date occurring in June 2017 and ending in March 2023, the Company will be required to repay principal, to the extent then outstanding, equal to 1/4 of 1% of the aggregate initial principal amount of all term loans incurred on the effective date of the 2017 Credit Facility. On December 19, 2018, upon drawing under the 2018 Credit Facility and MGM National Harbor Loan, the Company voluntarily prepaid approximately \$20.0 million in principal on the 2017 Credit Facility. During the years ended December 31, 2018 and 2017, the Company repaid approximately \$23.4 million and \$2.6 million, respectively under the 2017 Credit Facility.

The 2017 Credit Facility contains customary representations and warranties and events of default, affirmative and negative covenants (in each case, subject to materiality exceptions and qualifications) which may be more restrictive than those governing the Notes. The 2017 Credit Facility also contains certain financial covenants, including a maintenance covenant requiring the Company's interest expense coverage ratio (defined as the ratio of consolidated EBITDA to consolidated interest expense) to be greater than or equal to 1.25 to 1.00 and its total senior secured leverage ratio (defined as the ratio of consolidated net senior secured indebtedness to consolidated EBITDA) to be less than or equal to 5.85 to 1.00.

The net proceeds from the 2017 Credit Facility were used to prepay in full the Company's previous senior secured credit facility and the agreement governing such credit facility (the "2015 Credit Facility") was terminated on April 18, 2017. The Company recorded a loss on retirement of debt of approximately \$7.1 million for the year ended December 31, 2017. This amount included a write-off of previously capitalized debt financing costs and original issue discount associated with the 2015 Credit Facility, and costs associated with the financing transactions.

The 2017 Credit Facility contains affirmative and negative covenants that the Company is required to comply with, including:

- (a) maintaining an interest coverage ratio of no less than:
 - § 1.25 to 1.00 on June 30, 2017 and the last day of each fiscal quarter thereafter.
- (b) maintaining a senior leverage ratio of no greater than:
 - § 5.85 to 1.00 on June 30, 2017 and the last day of each fiscal quarter thereafter.
- (c) limitations on:
 - § liens;
 - § sale of assets;
 - § payment of dividends; and
 - § mergers.

As of December 31, 2018, the Company was in compliance with all of its financial covenants under the 2017 Credit Facility.

As of December 31, 2018, the Company had outstanding approximately \$323.9 million on its 2017 Credit Facility. The original issue discount is being reflected as an adjustment to the carrying amount of the debt obligations and amortized to interest expense over the term of the credit facility using the effective interest rate method. The amortization of deferred financing costs was charged to interest expense for all periods presented.

2022 Notes and 2015 Credit Facilities

On April 17, 2015, the Company closed a private offering of \$350.0 million aggregate principal amount of 7.375% senior secured notes due 2022 (the "2022 Notes"). The 2022 Notes were offered at an original issue price of 100.0% plus accrued interest from April 17, 2015, and will mature on April 15, 2022. Interest on the 2022 Notes accrues at the rate of 7.375% per annum and is payable semiannually in arrears on April 15 and October 15, which commenced on October 15, 2015. The 2022 Notes are guaranteed, jointly and severally, on a senior secured basis by the Company's existing and future domestic subsidiaries, including TV One.

Prior to its repayment with the 2017 Credit Facility, concurrently with the closing of the 2020 Notes, the Company had entered into the 2015 Credit Facility. The 2015 Credit Facility was scheduled to mature on December 31, 2018. At the Company's election, the interest rate on borrowings under the 2015 Credit Facility was based on either (i) the then applicable base rate plus 3.5% (as defined in the 2015 Credit Facility) as, for any day, a rate per annum (rounded upward, if necessary, to the next 1/100th of 1%) equal to the greater of (a) the prime rate published in the Wall Street Journal, (b) a rate of 1/2 of 1% in excess rate of the overnight Federal Funds Rate at any given time, and (c) the one-month LIBOR commencing on such day plus 1.00%, or (ii) the then applicable LIBOR rate plus 4.5% (as defined in the 2015 Credit Facility). The average interest rate was approximately 5.32% for 2017. Quarterly installments of 0.25%, or \$875,000, of the principal balance on the term were are payable on the last day of each March, June, September and December beginning on September 30, 2015. During the year ended December 31, 2017, the Company repaid \$875,000 under the 2015 Credit Facility. The 2015 Credit Facility was terminated on April 18, 2017.

In connection with the closing of the 2022 Notes and the 2015 Credit Facility, the Company and the guarantor parties thereto entered into a Fourth Supplemental Indenture to the indenture governing the 2020 Notes (as defined below). Pursuant to this Fourth Supplemental Indenture, TV One, which previously did not guarantee the 2020 Notes, became a guarantor under the 2020 Notes indentures. In addition, the transactions caused a "Triggering Event" (as defined in the 2020 Notes Indenture) and, as a result, the 2020 Notes became an unsecured obligation of the Company and the subsidiary guarantors and rank equal in right of payment with the Company's other senior indebtedness.

The Company used the net proceeds from the 2022 Notes, along with term loan borrowings under the 2015 Credit Facility, to refinance a previous credit agreement, refinance certain TV One indebtedness, and finance the buyout of membership interests of Comcast in TV One and pay the related accrued interest, premiums, fees and expenses associated therewith.

The 2022 Notes are the Company's senior secured obligations and rank equal in right of payment with all of the Company's and the guarantors' existing and future senior indebtedness, including obligations under the 2017 Credit Facility and the Company's 2020 Notes (defined below). The 2022 Notes and related guarantees are equally and ratably secured by the same collateral securing the 2017 Credit Facility and any other parity lien debt issued after the issue date of the 2022 Notes, including any additional notes issued under the Indenture, but are effectively subordinated to the Company's and the guarantors' secured indebtedness to the extent of the value of the collateral securing such indebtedness that does not also secure the 2022 Notes. Collateral includes substantially all of the Company's and the guarantors' current and future property and assets for accounts receivable, cash, deposit accounts, other bank accounts, securities accounts, inventory and related assets including the capital stock of each subsidiary guarantor. Finally, the Company also has the Comcast Note (defined below) which is a general but senior unsecured obligation of the Company.

On February 24, 2015, the Company entered into a letter of credit reimbursement and security agreement. As of December 31, 2018, the Company had letters of credit totaling \$801,000 under the agreement for certain operating leases and certain insurance policies. Letters of credit issued under the agreement are required to be collateralized with cash.

Senior Subordinated Notes

On February 10, 2014, the Company closed a private placement offering of \$335.0 million aggregate principal amount of 9.25% senior subordinated notes due 2020 (the "2020 Notes"). The 2020 Notes were offered at an original issue price of 100.0% plus accrued interest from February 10, 2014. The 2020 Notes mature on February 15, 2020. Interest accrues at the rate of 9.25% per annum and is payable semiannually in arrears on February 15 and August 15 in the initial amount of approximately \$15.5 million, which commenced on August 15, 2014. The 2020 Notes are guaranteed by certain of the Company's existing and future domestic subsidiaries and any other subsidiaries that guarantee the existing senior credit facility or any of the Company's other syndicated bank indebtedness or capital markets securities. The Company used the net proceeds from the offering to repurchase or otherwise redeem all of the amounts then outstanding under its previous notes and to pay the related accrued interest, premiums, fees and expenses associated therewith. During the quarter ended December 31, 2018, in conjunction with entering into the 2018 Credit Facility and MGM National Harbor Loan, the Company repurchased approximately \$243.0 million of its 2020 Notes at an average price of approximately 100.88% of par. During the quarter ended December 31, 2018, the Company recorded a loss on retirement of debt of approximately \$2.8 million. This amount includes a write-off of previously capitalized debt financing costs and original issue discount associated with the 2020 Notes in the amount of \$649,000 and also includes approximately \$2.1 million associated with the premium paid to the bondholders. During the quarter ended September 30, 2018, the Company repurchased approximately \$5.0 million of its 2020 Notes at an average price of approximately 97.25% of par. The Company recorded a net gain on retirement of debt of \$120,000 for the quarter ended September 30, 2018. During the quarter ended June 30, 2018, the Company repurchased approximately \$14.0 million of its 2020 Notes at an average price of approximately 95.125% of par. The Company recorded a net gain on retirement of debt of \$626,000 for the quarter ended June 30, 2018. During the quarter ended March 31, 2018, the Company repurchased approximately \$11 million of its 2020 Notes at an average price of approximately 97.375% of par. The Company recorded a net gain on retirement of debt of \$239,000 for the quarter ended March 31, 2018. During the quarter ended December 31, 2017, the Company repurchased approximately \$20 million of its 2020 Notes at an average price of approximately 93.625% of par. The Company recorded a net gain on retirement of debt of approximately \$1.2 million for the quarter ended December 31, 2017. During the quarter ended September 30, 2017, the Company repurchased approximately \$20 million of its 2020 Notes at an average price of approximately 96% of par. The Company recorded a net gain on retirement of debt of \$690,000 for the quarter ended September 30, 2017. As of December 31, 2018 and December 31, 2017, the Company had approximately \$2.0 million and \$275.0 million, respectively, of our 2020 Notes outstanding.

On January 17, 2019, the Company announced that it had given the required notice under the indenture governing its 2020 Notes to redeem for cash all outstanding aggregate principal amount of its Notes to the extent outstanding on February 15, 2019 (the "Redemption Date"). The redemption price for the Notes will be 100.0% of the principal amount of the Notes, plus accrued and unpaid interest to the Redemption Date. (See Note 16 – *Subsequent Events*.)

The indenture that governs the 2020 Notes contains covenants that restrict, among other things, the ability of the Company to incur additional debt, purchase common stock, make capital expenditures, make investments or other restricted payments, swap or sell assets, engage in transactions with related parties, secure non-senior debt with assets, or merge, consolidate or sell all or substantially all of its assets.

Comcast Note

The Company also has outstanding a senior unsecured promissory note in the aggregate principal amount of approximately \$11.9 million due to Comcast ("Comcast Note"). The Comcast Note bears interest at 10.47%, is payable quarterly in arrears, and the entire principal amount is due on April 17, 2019. (See Note 16 – *Subsequent Events*.) The Company is contractually required to retire the Comcast Note in February 2019 upon redemption of the remaining 2020 Notes.

Asset-Backed Credit Facility

On April 21, 2016, the Company entered into a senior credit agreement governing an asset-backed credit facility (the "ABL Facility") among the Company, the lenders party thereto from time to time and Wells Fargo Bank National Association, as administrative agent (the "Administrative Agent"). The ABL Facility provides for \$25 million in revolving loan borrowings in order to provide for the working capital needs and general corporate requirements of the Company. During the quarter ended December 31, 2018, the Company borrowed and subsequently repaid approximately \$7.0 million on its ABL Facility. As of December 31, 2018 and 2017, respectively, the Company did not have any borrowings outstanding on its ABL Facility.

At the Company's election, the interest rate on borrowings under the ABL Facility are based on either (i) the then applicable margin relative to Base Rate Loans (as defined in the ABL Facility) or (ii) the then applicable margin relative to LIBOR Loans (as defined in the ABL Facility) corresponding to the average availability of the Company for the most recently completed fiscal quarter.

Advances under the ABL Facility are limited to (a) eighty-five percent (85%) of the amount of Eligible Accounts (as defined in the ABL Facility), less the amount, if any, of the Dilution Reserve (as defined in the ABL Facility), minus (b) the sum of (i) the Bank Product Reserve (as defined in the ABL Facility), plus (ii) the aggregate amount of all other reserves, if any, established by Administrative Agent.

All obligations under the ABL Facility are secured by first priority lien on all (i) deposit accounts (related to accounts receivable), (ii) accounts receivable, (iii) all other property which constitutes ABL Priority Collateral (as defined in the ABL Facility). The obligations are also secured by all material subsidiaries of the Company.

The ABL Facility matures on the earlier to occur of: (a) the date that is five (5) years from the effective date of the ABL Facility and (b) the date that is thirty (30) days prior to the earlier to occur of (i) the "Term Loan Maturity Date" of the Company's existing term loan, and (ii) the "Stated Maturity" of the Company's existing notes. As of the effective date of the ABL Facility, the "Term Loan Maturity Date" is December 31, 2018, and the "Stated Maturity" is April 15, 2022. The current ABL Facility maturity date is October 17, 2019 (30 days prior to the 2017 Credit Facility Maturity Date which is 91 days prior to the February 15, 2020 maturity of the 2020 Notes).

Finally, the ABL Facility is subject to the terms of the Intercreditor Agreement (as defined in the ABL Facility) by and among the Administrative Agent, the administrative agent for the secured parties under the Company's term loan and the trustee and collateral trustee under the senior secured notes indenture.

The Company conducts a portion of its business through its subsidiaries. Certain of the Company's subsidiaries have fully and unconditionally guaranteed the Company's 2022 Notes, 2020 Notes, the Company's obligations under the 2017 Credit Facility, and the obligations under the 2018 Credit Facility. The Company's interest in the MGM National Harbor Casino fully guarantees the MGM National Harbor Loan.

Future Minimum Principal Payments

Future scheduled minimum principal payments of debt as of December 31, 2018, are as follows:

	2018 Credit Facility	MGM National Harbor Loan	Comcast Note due April 2019	2017 Credit Facility	9.25% Senior Subordinated Notes due February 2020	7.38% Senior Secured Notes due April 2022	Total
(In thousands)							
2019	\$ 21,500	—	\$ 11,872	\$ 3,297	\$ 2,037	\$ —	\$ 38,706
2020	19,200	—	—	3,297	—	—	22,497
2021	19,200	—	—	3,297	—	—	22,497
2022	132,100	50,066	—	3,297	—	350,000	535,463
2023	—	—	—	310,738	—	—	310,738
2024 and thereafter	—	—	—	—	—	—	—
Total Debt	\$ 192,000	\$ 50,066	\$ 11,872	\$ 323,926	\$ 2,037	\$ 350,000	\$ 929,901

10. INCOME TAXES:

On December 22, 2017, the Tax Cuts and Jobs Act (the “2017 Tax Act”) was signed into law. The 2017 Tax Act included a number of significant changes to existing U.S. Internal revenue Code that affect the Company beginning in 2018, including reduction of the corporate tax rate from a top marginal rate of 35% to a flat rate of 21%, limitation of the tax deduction for interest expense to 30% of adjusted earnings, limitation of the deduction for net operating losses to 80% of current year taxable income and elimination of net operating loss carrybacks, acceleration of depreciation for certain new investments, and modification or repeal of other business deductions and credits.

The Company recognized the income tax effects of the 2017 Tax Act in its financial statements for the year ended December 31, 2017, in accordance with Staff Accounting Bulletin (“SAB”) No. 118, which provides SEC staff guidance for the application of ASC 740. The Company finalized its accounting for the income tax effects of the 2017 Tax Act in the fourth quarter of 2018. There were no material changes to the provisional amounts recorded in its 2017 financial statements in connection with the 2017 Tax Act.

A reconciliation of the statutory federal income taxes to the recorded benefit from income taxes from continuing operations is as follows:

	For the Years Ended December 31,	
	2018	2017
(In thousands)		
Statutory federal tax expense/(benefit)	\$ 716	\$ (3,745)
Effect of state taxes, net of federal benefit	383	(203)
Effect of state rate and tax law changes	(1,963)	(11,459)
Return to provision adjustments	659	2,824
Other permanent items	100	966
Non-deductible meals and entertainment	253	169
Impairment of long-lived intangible assets	3,087	—
Non-deductible officer’s compensation	(561)	3,048
Change in valuation allowance	(125,635)	(115,919)
IRC Section 382 adjustments	(16,576)	—
NOL expirations	—	50
Stock-based compensation forfeitures and adjustments	1,677	861
Uncertain tax positions	(829)	(27)
Other	(69)	272
Benefit from income taxes	<u>\$ (138,758)</u>	<u>\$ (123,163)</u>

The statutory federal tax rate used for the years ended December 31, 2018, and December 31, 2017 is 21% and 35%, respectively. A major component of the effective tax rate was due to the release of valuation allowance during both periods. The Company released approximately \$125.6 million of valuation allowance against federal and state net operating losses, and reduced IRC Section 382 limitations by approximately \$16.6 million on these net operating losses during the year ended December 31, 2018. During the year ended December 31, 2017, the Company recorded a tax benefit for approximately \$123.2 million of which approximately \$115.9 million which primarily reflected the impact of the 2017 Tax Act on the deferred tax liability related to indefinite-lived intangible assets.

The components of the benefit from income taxes from continuing operations are as follows:

	For the Years Ended December 31,	
	2018	2017
(In thousands)		
Federal:		
Current	\$ —	\$ 677
Deferred	(116,316)	(125,040)
State:		
Current	604	301
Deferred	(23,046)	899

Benefit from income taxes

\$ (138,758)

\$ (123,163)

Deferred Income Taxes

Deferred income taxes reflect the impact of temporary differences between the assets and liabilities recognized for financial reporting purposes and amounts recognized for tax purposes. Deferred taxes are based on tax laws as currently enacted. Deferred tax assets are reduced by a valuation allowance if, based upon the weight of available evidence, it is not more likely than not that we will realize some portion or all of the deferred tax assets. The significant components of the Company's deferred tax assets and liabilities are as follows:

	As of December 31,	
	2018	2017
	(In thousands)	
Deferred tax assets:		
Allowance for doubtful accounts	\$ 1,994	\$ 1,979
Accruals	1,679	2,055
Fixed assets	966	1,042
Stock-based compensation	541	1,472
Net operating loss carryforwards	124,591	123,029
Interest expense carryforward	6,499	—
Alternative minimum tax credit	856	971
Other	1,175	1,018
Total deferred tax assets	138,301	131,566
Valuation allowance for deferred tax assets	(235)	(125,870)
Total deferred tax asset, net of valuation allowance	138,066	5,696
Deferred tax liabilities:		
Intangible assets	(144,498)	(150,774)
Partnership interests	(1,788)	(44)
Qualified film expenditures	(1,125)	(3,470)
Total deferred tax liabilities	(147,411)	(154,288)
Net deferred tax liability	\$ (9,345)	\$ (148,592)

As of December 31, 2018, the Company had federal and state net operating loss (“NOL”) carryforward amounts of approximately \$805.3 million and \$609.0 million, respectively. The state NOLs are applied separately from the federal NOL as the Company generally files separate state returns for each subsidiary. Additionally, the amount of the state NOLs may change if future apportionment factors differ from current factors. During 2016, the Company performed an Internal Revenue Code (“IRC”) Section 382 study (“the study”) and concluded that there was an ownership shift during calendar year 2009 that resulted in an estimated limitation on our federal and state NOLs for approximately \$361.1 million and \$262.7 million, respectively. During 2018, the Company updated the study for additional information based on additional technical insight into the application of the tax law, which resulted in a decrease to the initial estimated limitation. In 2018, the Company identified certain assets with net unrealized built-in gain that reduced the estimated federal and state limitation by approximately \$65.6 million and \$52.9 million, respectively. The Company continues to assess potential tax strategies (which could include seeking a ruling from the IRS) which, if successful, may reduce the impact of the annual limitations and potentially recover NOLs that otherwise would expire before being applied to reduce future income tax liabilities. If successful, the Company may be able to recover additional federal and state NOLs in future periods, which could be material. If we conclude that it is more likely than not that we will be able to realize additional federal and state NOLs, the tax benefit could materially impact future quarterly and annual periods. The federal and state NOLs expire in various years from 2019 to 2037.

As of December 31, 2018, the gross deferred tax assets of approximately \$138.3 million were primarily the result of federal and state net operating losses, and the IRC Section 163(j) interest expense carryforward. A valuation allowance of \$235,000 and approximately \$125.9 million was recorded against our gross deferred tax asset balance as of December 31, 2018 and December 31, 2017, respectively. For the year ended December 31, 2018, we recorded a net valuation allowance release of approximately \$125.6 million, primarily related to our federal and state net operating losses on the basis of management's reassessment of the amount of the deferred tax assets that are more likely than not to be realized. The remaining valuation allowance of \$235,000 is related to state jurisdictions where it is not more likely than not the deferred tax assets will be realized.

The assessment to determine the value of the deferred tax assets to be realized under ASC 740 is highly judgmental and requires the consideration of all available positive and negative evidence in evaluating the likelihood of realizing the tax benefit of the deferred tax assets in a future period. Circumstances may change over time such that previous negative evidence no longer exists, and new conditions should be evaluated as positive or negative evidence that could affect the realization of the deferred tax assets. Since the evaluation requires consideration of events that may occur in some years in the future, significant judgment is required, and our conclusion could be materially different if certain expectations do not materialize.

In the assessment of all available evidence, an important piece of objective verifiable evidence is evaluating a cumulative pre-tax income or loss position over the most recent three year period. Historically, the Company has maintained a full valuation against the net deferred tax assets, principally due to a cumulative pre-tax loss over the most recent three year period. While there had been some performance improvements attributable to TV One in recent years as a component of positive evidence, it was not sufficient to overcome the weight of the three year pre-tax loss prior to the fourth quarter of 2018. During the quarter ended December 31, 2018, the Company achieved three years of cumulative pre-tax income, which removed the most heavily weighed piece of objective verifiable negative evidence from our evaluation of the realizability of deferred tax assets.

Additionally, the Company is projecting forecasts of taxable income to utilize our federal and state NOLs as part of our evaluation of positive evidence. As part of the 2017 Tax Act, IRC Section 163(j) limited the deduction of interest expense. In conjunction with evaluating and weighing our cumulative three year pre-tax income, we also evaluated the impact that interest expense has had on our cumulative three year pre-tax income. A material component of the Company's expenses is interest, and has been the primary driver of historical pre-tax losses. Adjusting for the IRC Section 163(j) interest expense limitation on projected taxable income, we estimate utilization of federal and state net operating losses that are not subject to annual limitations as a result of the 2009 ownership shift as defined under IRC Section 382.

Realization of the Company's federal and state net operating losses is dependent on generating sufficient taxable income in future periods, and although the Company believes it is more likely than not future taxable income will be sufficient to utilize the net operating losses, realization is not assured and future

events may cause a change to the judgment of the realizability of these deferred tax assets. If a future event causes the Company to re-evaluate and conclude that it is not more likely than not, that all or a portion of the deferred tax assets are realizable, the Company would be required to establish a valuation allowance against the assets at that time which would result in a charge to income tax expense and a decrease to net income in the period which the change of judgment is concluded.

Unrecognized Tax Benefits

A reconciliation of the beginning and ending amount of unrecognized tax benefits is as follows:

	2018	2017
	(In thousands)	
Balance as of January 1	\$ 5,758	\$ 5,800
(Deductions) additions for tax positions related to current years	157	—
(Deductions) additions for tax positions related to prior years	(1,113)	(42)
(Deductions) for tax positions as a result of tax settlements	(165)	—
Balance as of December 31	<u>\$ 4,637</u>	<u>\$ 5,758</u>

The nature of the uncertainties pertaining to the Company's income taxes is primarily due to various state income tax positions that affect the amount of state NOLs available to be applied to reduce future state income tax liabilities. During 2018, the unrecognized tax benefits liability accrued on our balance sheet decreased by approximately \$1.3 million as a result of applicable tax rate changes and payments under state voluntary filing agreements. The Company increased the unrecognized tax benefits liability by \$157,000 related to the potential state income tax effects due to *South Dakota v. Wayfair, Inc.* As of December 31, 2018, the Company had unrecognized tax benefits of approximately \$4.6 million, which if recognized, would impact the effective tax rate.

The Company recognizes accrued interest and penalties related to unrecognized tax benefits as a component of tax expense. There is no material amount of interest and penalties recognized in the statement of operations and the balance sheet for the year ended December 31, 2018. The Company does not anticipate any significant increases or decreases to the total unrecognized tax benefits within the next twelve months subsequent to December 31, 2018.

The Company files income tax returns in the U.S. federal jurisdiction, various state and local jurisdictions and is subject to examination by the various taxing authorities. The Company's open tax years for federal income tax examinations include the tax years ended December 31, 2015 through 2018. For state and local purposes, the open years for tax examinations include the tax years ended December 31, 2014 through 2018. To the extent that net operating losses are utilized, the year of the loss is open to examination.

11. STOCKHOLDERS' EQUITY:

Common Stock

The Company has four classes of common stock, Class A, Class B, Class C and Class D. Generally, the shares of each class are identical in all respects and entitle the holders thereof to the same rights and privileges. However, with respect to voting rights, each share of Class A common stock entitles its holder to one vote and each share of Class B common stock entitles its holder to ten votes. The holders of Class C and Class D common stock are not entitled to vote on any matters. The holders of Class A common stock can convert such shares into shares of Class C or Class D common stock. Subject to certain limitations, the holders of Class B common stock can convert such shares into shares of Class A common stock. The holders of Class C common stock can convert such shares into shares of Class A common stock. The holders of Class D common stock have no such conversion rights.

Stock Repurchase Program

From time to time, the Company's Board of Directors has authorized repurchases of shares of the Company's Class A and Class D common stock. On May 5, 2018, the Company authorized repurchases of up to \$5.0 million through December 31, 2018. In addition, on December 20, 2018, the Company authorized repurchases up to \$1.0 million through December 31, 2019. As of December 31, 2018, the Company had approximately \$1.0 million remaining under its most recent and open authorization with respect to its Class A and Class D common stock. Repurchases may be made from time to time in the open market or in privately negotiated transactions in accordance with applicable laws and regulations. Shares are retired when repurchased. The timing and extent of any repurchases will depend upon prevailing market conditions, the trading price of the Company's Class A and/or Class D common stock and other factors, and subject to restrictions under applicable law. The Company executes upon the stock repurchase program in a manner consistent with market conditions and the interests of the stockholders, including maximizing stockholder value. During the year ended December 31, 2018, the Company repurchased 4,160 shares of Class A Common Stock in the amount of \$9,000 at an average of \$2.26 per share and repurchased 3,377,436 shares of Class D Common Stock in the amount of approximately \$7.0 million at an average of \$2.10 per share. During the year ended December 31, 2017, the Company did not repurchase any Class A Common Stock and repurchased 2,039,065 shares of Class D Common Stock in the amount of approximately \$4.0 million at an average of \$1.95 per share.

In addition, the Company has limited but ongoing authority to purchase shares of Class D common stock (in one or more transactions at any time there remain outstanding grants) under the Company's 2009 Stock Plan (as defined below) to satisfy any employee or other recipient tax obligations in connection with the exercise of an option or a share grant under the 2009 Stock Plan, to the extent that the Company has capacity under its financing agreements (i.e., its current credit facilities and indentures) (each a "Stock Vest Tax Repurchase"). During the year ended December 31, 2018, the Company executed a Stock Vest Tax Repurchase of 612,386 shares of Class D Common Stock in the amount of approximately \$1.1 million at an average price of \$1.78 per share. During the year ended December 31, 2017, the Company executed a Stock Vest Tax Repurchase of 369,133 shares of Class D Common Stock in the amount of approximately \$1.0 million at an average price of \$2.79 per share.

Stock Option and Restricted Stock Grant Plan

Our stock option and restricted stock plan currently in effect was originally approved by the stockholders at the Company's annual meeting on December 16, 2009 ("the 2009 Stock Plan"). The Company had the authority to issue up to 8,250,000 shares of Class D Common Stock under the 2009 Stock Plan. Since its original approval, from time to time, the Board of Directors adopted and, as required, our stockholders approved certain amendments to and restatement of the 2009 Stock Plan (the "Amended and Restated 2009 Stock Plan"). The amendments under the Amended and Restated 2009 Stock Plan primarily affected (i) the number of shares with respect to which options and restricted stock grants may be granted under the 2009 Stock Plan and (ii) the maximum number of shares that can be awarded to any individual in any one calendar year. The Company uses an average life for all option awards. The Company settles stock options upon exercise by issuing stock. Most recently, on April 13, 2015, the Board of Directors adopted, and our stockholders approved on June 2, 2015, an amendment that replenished the authorized plan shares, increasing the number of shares of Class D common stock available for grant back up to 8,250,000 shares. As of December 31, 2018, 2,829,529 shares of Class D common stock were available for grant under the Amended and Restated 2009 Stock Plan.

On October 26, 2015, the Compensation Committee ("Compensation Committee") of the Board of Directors of the Company awarded David Kantor, Chief Executive Officer, Radio Division, 100,000 restricted shares of the Company's Class D common stock, and stock options to purchase 300,000 shares of the Company's Class D common stock. The grants were effective November 5, 2015, and will vest in approximately equal 1/3 tranches on each of November 5, 2016, November 5, 2017, and November 5, 2018.

On August 7, 2017, the Compensation Committee awarded Catherine Hughes, Chairperson, 449,630 restricted shares of the Company's Class D common stock, and stock options to purchase 199,836 shares of the Company's Class D common stock. The grants were effective August 7, 2017, and vested on January 5, 2018.

On August 7, 2017, the Compensation Committee awarded Catherine Hughes, Chairperson, 474,609 restricted shares of the Company's Class D common stock, and stock options to purchase 210,937 shares of the Company's Class D common stock. The grants were effective January 5, 2018, and vested on January 5, 2019.

On August 7, 2017, the Compensation Committee awarded Alfred Liggins, Chief Executive Officer and President, 749,383 restricted shares of the Company's Class D common stock, and stock options to purchase 333,059 shares of the Company's Class D common stock. The grants were effective August 7, 2017, and vested on January 5, 2018.

On August 7, 2017, the Compensation Committee awarded Alfred Liggins, Chief Executive Officer and President, 791,015 restricted shares of the Company's Class D common stock, and stock options to purchase 351,562 shares of the Company's Class D common stock. The grants were effective January 5, 2018, and vested on January 5, 2019.

On August 7, 2017, the Compensation Committee awarded Peter Thompson, Chief Financial Officer, 256,579 restricted shares of the Company's Class D common stock, and stock options to purchase 114,035 shares of the Company's Class D common stock. The grants were effective August 7, 2017, and vested on January 5, 2018.

On August 7, 2017, the Compensation Committee awarded Peter Thompson, Chief Financial Officer, 270,833 restricted shares of the Company's Class D common stock, and stock options to purchase 120,370 shares of the Company's Class D common stock. The grants were effective January 5, 2018, and vested on January 5, 2019.

Also on August 7, 2017, the Compensation Committee awarded 575,262 shares of restricted stock and 470,000 stock options to certain employees pursuant to the Company's long-term incentive plan. The grants were effective August 7, 2017. 470,000 shares of restricted stock and 470,000 stock options will vest in three installments, with the first installment of 33% vesting on January 5, 2018, and the second installment vesting on January 5, 2019, and the remaining installment vesting on January 5, 2020. 105,262 shares of restricted stock immediately vested on August 7, 2017.

Pursuant to the terms of the Amended and Restated 2009 Stock Plan, and subject to the Company's insider trading policy, a portion of each recipient's vested shares may be sold in the open market for tax purposes on or about the vesting dates.

On October 2, 2017, Karen Wishart, our current Chief Administrative Officer, as part of her employment agreement, received an equity grant of 37,500 shares of the Company's Class D common stock as well as a grant of options to purchase 37,500 shares of the Company's Class D common stock. The grants vest in equal increments on each of October 2, 2018, October 2, 2019 and October 2, 2020.

The Company measures compensation cost for all stock-based awards at fair value on date of grant and recognizes the related expense over the service period for awards expected to vest. The restricted stock-based awards do not participate in dividends until fully vested. The fair value of stock options is determined using the BSM. Such fair value is recognized as an expense over the service period, net of estimated forfeitures, using the straight-line method. Estimating the number of stock awards that will ultimately vest requires judgment, and to the extent actual forfeitures differ substantially from our current estimates, amounts will be recorded as a cumulative adjustment in the period the estimated number of stock awards are revised. We consider many factors when estimating expected forfeitures, including the types of awards, employee classification and historical experience. Actual forfeitures may differ substantially from our current estimate.

The Company's use of the BSM to calculate the fair value of stock-based awards incorporates various assumptions including volatility, expected life, and interest rates. For options granted, the BSM determines: (i) the term by using the simplified "plain-vanilla" method as allowed under SAB No. 110; (ii) a historical volatility over a period commensurate with the expected term, with the observation of the volatility on a daily basis; and (iii) a risk-free interest rate that was consistent with the expected term of the stock options and based on the U.S. Treasury yield curve in effect at the time of the grant.

Stock-based compensation expense for the years ended December 31, 2018 and 2017, was approximately \$4.7 million and \$4.6 million, respectively.

The Company granted 733,000 stock options during the year ended December 31, 2018 and granted 1,204,000 stock options during the year ended December 31, 2017. The per share weighted-average fair value of options granted during the years ended December 31, 2018 and 2017, was \$1.81 and \$1.25, respectively.

These fair values were derived using the BSM with the following weighted-average assumptions:

	For the Years Ended December 31,	
	2018	2017
Average risk-free interest rate	2.42%	1.81%
Expected dividend yield	0.00%	0.00%
Expected lives	6.00 years	6.00 years
Expected volatility	65.1%	65.8%

Transactions and other information relating to stock options for the years December 31, 2018 and 2017 are summarized below:

	Number of Options	Weighted- Average Exercise Price	Weighted- Average Remaining Contractual Term (In Years)	Aggregate Intrinsic Value
Outstanding at December 31, 2016	3,700,000	\$ 2.03	4.21	\$ 3,675,000
Grants	1,204,000	\$ 1.90		
Exercised	—	\$ —		
Forfeited/cancelled/expired	(100,000)	\$ 7.50		
Outstanding at December 31, 2017	4,804,000	\$ 1.89	4.90	\$ 795,000
Grants	733,000	\$ 1.81		
Exercised	63,000	\$ 1.41		
Forfeited/cancelled/expired/settled	(1,905,000)	\$ 1.43		
Outstanding at December 31, 2018	3,569,000	\$ 2.12	7.19	\$ 130,000
Vested and expected to vest at December 31, 2018	3,473,000	\$ 2.13	7.14	\$ 130,000
Unvested at December 31, 2018	1,036,000	\$ 1.83	8.89	\$ —
Exercisable at December 31, 2018	2,533,000	\$ 2.24	6.49	\$ 130,000

The aggregate intrinsic value in the table above represents the difference between the Company's stock closing price on the last day of trading during the year ended December 31, 2018, and the exercise price, multiplied by the number of shares that would have been received by the holders of in-the-money options had all the option holders exercised their in-the-money options on December 31, 2018. This amount changes based on the fair market value of the Company's stock.

There were 63,000 options exercised during the year ended December 31, 2018 and there were no options exercised during the year ended December 31, 2017. The number of options that vested during the year ended December 31, 2018 was 269,173 and the number of options that vested during the year ended December 31, 2017 was 149,999.

As of December 31, 2018, \$250,179 of total unrecognized compensation cost related to stock options is expected to be recognized over a weighted-average period of 3.0 months. The weighted-average fair value per share of shares underlying stock options was \$1.59 at December 31, 2018.

The Company granted 1,758,428 and 2,211,378 shares, respectively, of restricted stock during the years ended December 31, 2018 and 2017, respectively. During each of the years ended December 31, 2018 and 2017, 23,256 shares of restricted stock were issued to the Company's non-executive directors as a part of their compensation packages. Each of the four non-executive directors received 23,256 shares of restricted stock, or \$50,000 worth, of restricted stock based upon the closing price of \$2.15 of the Company's Class D common stock on June 15, 2018 and June 16, 2017. All of the restricted stock grants vest over a two-year period in equal 50% installments.

Transactions and other information relating to restricted stock grants for the years ended December 31, 2018 and 2017 are summarized below:

	Shares	Average Fair Value at Grant Date
Unvested at December 31, 2016	358,000	\$ 2.31
Grants	2,210,000	\$ 1.91
Vested	(265,000)	\$ 2.22
Forfeited/cancelled/expired	—	\$ —
Unvested at December 31, 2017	2,303,000	\$ 1.94
Grants	1,758,000	\$ 1.83
Vested	(1,904,000)	\$ 1.93
Forfeited/cancelled/expired	(33,000)	\$ 1.90
Unvested at December 31, 2018	2,124,000	\$ 1.85

Restricted stock grants were and are included in the Company's outstanding share numbers on the effective date of grant. As of December 31, 2018, \$833,000 of total unrecognized compensation cost related to restricted stock grants was expected to be recognized over a weighted-average period of 2.25 months.

12. PROFIT SHARING AND EMPLOYEE SAVINGS PLAN:

The Company maintains a profit sharing and employee savings plan under Section 401(k) of the Internal Revenue Code. This plan allows eligible employees to defer allowable portions of their compensation on a pre-tax basis through contributions to the savings plan. The Company may contribute to the plan at the discretion of its Board of Directors. The Company does not match employee contributions. The Company did not make any contributions to the plan during the years ended December 31, 2018 and 2017.

13. COMMITMENTS AND CONTINGENCIES:

Radio Broadcasting Licenses

Each of the Company's radio stations operates pursuant to one or more licenses issued by the Federal Communications Commission that have a maximum term of eight years prior to renewal. The Company's radio broadcasting licenses expire at various times beginning in October 2019 through August 1, 2022. Although the Company may apply to renew its radio broadcasting licenses, third parties may challenge the Company's renewal applications. The Company is not aware of any facts or circumstances that would prevent the Company from having its current licenses renewed.

Royalty Agreements

Musical works rights holders, generally songwriters and music publishers, have been traditionally represented by performing rights organizations, such as the American Society of Composers, Authors and Publishers ("ASCAP"), Broadcast Music, Inc. ("BMI") and SESAC, Inc. ("SESAC"). The market for rights relating to musical works is changing rapidly. Songwriters and music publishers have withdrawn from the traditional performing rights organizations, particularly ASCAP and BMI, and new entities, such as Global Music Rights LLC ("GMR"), have been formed to represent rights holders. These organizations negotiate fees with copyright users, collect royalties and distribute them to the rights holders. We have arrangements with ASCAP, SESAC and GMR, and are in negotiations with BMI for a new agreement. If we are unable to reach an agreement with BMI, a court will determine the royalty we will be required to pay BMI. The changing market for musical works may have an adverse effect on us, including increasing our costs or limiting the musical works available to us.

Leases and Other Operating Contracts and Agreements

The Company has noncancelable operating leases for office space, studio space, broadcast towers and transmitter facilities that expire over the next 13 years. The Company's leases for broadcast facilities generally provide for a base rent plus real estate taxes and certain operating expenses related to the leases. Certain of the Company's leases contain renewal options, escalating payments over the life of the lease and rent concessions. Scheduled rent increases and rent concessions are being amortized over the terms of the agreements using the straight-line method, and are included in other liabilities in the accompanying consolidated balance sheets. The future rentals under non-cancelable leases as of December 31, 2018, are shown below.

The Company has other operating contracts and agreements including employment contracts, on-air talent contracts, severance obligations, retention bonuses, consulting agreements, equipment rental agreements, programming related agreements, and other general operating agreements that expire over the next seven years. The amounts the Company is obligated to pay for these agreements are shown below.

	Operating Lease Agreements	Other Operating Contracts and Agreements
	(In thousands)	
Years ending December 31:		
2019	\$ 11,533	\$ 69,814
2020	10,744	30,160
2021	9,327	26,129
2022	8,427	16,341
2023	7,824	11,351
2024 and thereafter	16,030	46,096
Total	<u>\$ 63,885</u>	<u>\$ 199,891</u>

Of the total amount of other operating contracts and agreements included in the table above, approximately \$133.7 million has not been recorded on the balance sheet as of December 31, 2018, as it does not meet recognition criteria. Approximately \$9.3 million relates to certain commitments for content agreements for our cable television segment, approximately \$21.7 million relates to employment agreements, and the remainder relates to other programming, network and operating agreements.

Rent expense included in continuing operations for the years ended December 31, 2018 and 2017 was approximately \$13.2 million and \$12.7 million, respectively.

Reach Media Redeemable Noncontrolling Interest Shareholders' Put Rights

Beginning on January 1, 2018, the noncontrolling interest shareholders of Reach Media have had an annual right to require Reach Media to purchase all or a portion of their shares at the then current fair market value for such shares (the "Put Right"). This annual right is exercisable for a 30-day period beginning January 1 of each year. The purchase price for such shares may be paid in cash and/or registered Class D common stock of Urban One, at the discretion of Urban One. The noncontrolling interest shareholders of Reach Media did not exercise their Put Right for the 30-day period ending January 30, 2019. Management, at this time, cannot reasonably determine the period when and if, the put right will be exercised by the noncontrolling interest shareholders.

Letters of Credit

On February 24, 2015, the Company entered into a letter of credit reimbursement and security agreement. As of December 31, 2018, the Company had letters of credit totaling \$801,000 under the agreement for certain operating leases and certain insurance policies. Letters of credit issued under the agreement are required to be collateralized with cash.

Other Contingencies

The Company has been named as a defendant in several legal actions arising 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.

14. QUARTERLY FINANCIAL DATA (UNAUDITED):

	Quarters Ended			
	March 31 (a)	June 30	September 30	December 31 (a)
	(In thousands, except share data)			
2018:				
Net revenue	\$ 99,621	\$ 115,206	\$ 110,730	\$ 113,541
Operating income	7,315	24,813	32,101	9,411
Net (loss) income	(22,522)	23,896	23,375	117,415
Consolidated net (loss) income attributable to common stockholders	(22,555)	23,590	23,044	116,922
BASIC AND DILUTED NET (LOSS) INCOME ATTRIBUTABLE TO COMMON STOCKHOLDERS				
Consolidated net (loss) income per share attributable to common stockholders - basic	\$ (0.48)	\$ 0.51	\$ 0.51	\$ 2.62
Consolidated net (loss) income per share attributable to common stockholders - diluted	<u>\$ (0.48)</u>	<u>\$ 0.49</u>	<u>\$ 0.49</u>	<u>\$ 2.49</u>
WEIGHTED AVERAGE SHARES OUTSTANDING				
Weighted average shares outstanding — basic	<u>46,757,386</u>	<u>46,033,402</u>	<u>45,128,341</u>	<u>44,663,033</u>
Weighted average shares outstanding —diluted	<u>46,757,386</u>	<u>48,438,693</u>	<u>47,462,358</u>	<u>46,874,741</u>

(a) The net (loss) income from continuing operations for the quarters ended March 31, 2018 and December 31, 2018, includes approximately \$6.6 million and \$14.7 million, respectively of impairment charges. The net income for the quarter ended December 31, 2018 includes a benefit from income taxes of approximately \$127.8 million.

	Quarters Ended			
	March 31	June 30 (a)	September 30 (a)	December 31 (a)
(In thousands, except share data)				
2017:				
Net revenue	\$ 101,289	\$ 117,638	\$ 112,078	\$ 109,036
Operating income	16,453	12,108	3,531	20,627
Net (loss) income	(2,357)	1,010	(7,818)	121,627
Consolidated net (loss) income attributable to common stockholders	(2,313)	802	(7,886)	121,284
BASIC AND DILUTED NET (LOSS) INCOME ATTRIBUTABLE TO COMMON STOCKHOLDERS				
Consolidated net (loss) income per share attributable to common stockholders - basic	\$ (0.05)	\$ 0.02	\$ (0.17)	\$ 2.63
Consolidated net (loss) income per share attributable to common stockholders - diluted	<u>\$ (0.05)</u>	<u>\$ 0.02</u>	<u>\$ (0.17)</u>	<u>\$ 2.50</u>
WEIGHTED AVERAGE SHARES OUTSTANDING				
Weighted average shares outstanding — basic	<u>47,965,189</u>	<u>47,816,723</u>	<u>46,681,585</u>	<u>46,198,362</u>
Weighted average shares outstanding —diluted	<u>47,965,189</u>	<u>48,237,113</u>	<u>46,681,585</u>	<u>48,527,664</u>

(a) The net income (loss) from continuing operations for the quarters ended June 30, 2017 and September 30, 2017, includes approximately \$12.7 million and \$16.4 million, respectively of impairment charges. The net income from continuing operations for the quarter ended June 30, 2017 includes approximately \$14.4 million of gain on sale-leaseback. The net income for the quarter ended December 31, 2017 includes a benefit from income taxes of approximately \$117.2 million.

15. SEGMENT INFORMATION:

The Company has four reportable segments: (i) radio broadcasting; (ii) Reach Media; (iii) digital; and (iv) cable television. These segments operate in the United States and are consistently aligned with the Company's management of its businesses and its financial reporting structure.

The radio broadcasting segment consists of all broadcast results of operations. The Reach Media segment consists of the results of operations for the Tom Joyner Morning Show and related activities and operations of other syndicated shows. The digital segment includes the results of our online business, including the operations of Interactive One, as well as the digital components of our other reportable segments. The cable television segment consists of the Company's cable TV operation, including TV One's results of operations. Corporate/Eliminations represents financial activity associated with our corporate staff and offices and intercompany activity among the four segments.

Operating loss or income represents total revenues less operating expenses, depreciation and amortization, and impairment of long-lived assets. Intercompany revenue earned and expenses charged between segments are recorded at estimated fair value and eliminated in consolidation.

The accounting policies described in the summary of significant accounting policies in Note 1 – *Organization and Summary of Significant Accounting Policies* are applied consistently across the segments.

Detailed segment data for the years ended December 31, 2018 and 2017 is presented in the following table:

	For the Years Ended December 31,	
	2018	2017
	(In thousands)	
Net Revenue:		
Radio Broadcasting	\$ 182,765	\$ 176,716
Reach Media	42,984	45,529
Digital	31,577	30,754
Cable Television	184,298	187,480
Corporate/Eliminations*	(2,526)	(438)
Consolidated	\$ 439,098	\$ 440,041
Operating Expenses (including stock-based compensation and excluding depreciation and amortization and impairment of long-lived assets):		
Radio Broadcasting	\$ 117,427	\$ 111,813
Reach Media	36,064	41,251
Digital	37,617	32,254
Cable Television	99,104	104,802
Corporate/Eliminations	20,801	34,038
Consolidated	\$ 311,013	\$ 324,158
Depreciation and Amortization:		
Radio Broadcasting	\$ 3,484	\$ 3,761
Reach Media	250	214
Digital	1,907	2,153
Cable Television	26,259	26,263
Corporate/Eliminations	1,289	1,625
Consolidated	\$ 33,189	\$ 34,016
Impairment of Long-Lived Assets:		
Radio Broadcasting	\$ 21,256	\$ 29,148
Reach Media	—	—
Digital	—	—
Cable Television	—	—
Corporate/Eliminations	—	—
Consolidated	\$ 21,256	\$ 29,148
Operating income (loss):		
Radio Broadcasting	\$ 40,598	\$ 31,994
Reach Media	6,670	4,064
Digital	(7,947)	(3,653)
Cable Television	58,935	56,415
Corporate/Eliminations	(24,616)	(36,101)
Consolidated	\$ 73,640	\$ 52,719

* Intercompany revenue included in net revenue above is as follows:

Radio Broadcasting	\$	(2,526)	\$	(438)
Capital expenditures by segment are as follows:				
Radio Broadcasting	\$	3,876	\$	4,131
Reach Media		114		380
Digital		1,197		1,213
Cable Television		570		275
Corporate/Eliminations		1,429		1,675
Consolidated	\$	<u>7,186</u>	\$	<u>7,674</u>

	As of	
	December 31, 2018	December 31, 2017
(In thousands)		
Total Assets:		
Radio Broadcasting	\$ 717,400	\$ 751,664
Reach Media	34,388	39,928
Digital	24,389	28,407
Cable Television	402,511	435,031
Corporate/Eliminations	58,721	61,725
Consolidated	\$ <u>1,237,409</u>	\$ <u>1,316,755</u>

16. SUBSEQUENT EVENTS:

Since January 1, 2019 and through March 1, 2019, the Company executed a Stock Vest Tax Repurchase of 598,596 shares of Class D common stock in the amount of approximately \$1.1 million at an average price of \$1.85 per share. In addition, since January 1, 2019 and through March 1, 2019, the Company repurchased 277,485 shares of Class D common stock in the amount of approximately \$584,000 at an average price of \$2.10 per share and 9,282 shares of Class A common stock in the amount of approximately \$21,000 at an average price of \$2.25 per share.

Since January 1, 2019, the Company borrowed approximately \$6.0 million on its ABL Facility.

On January 17, 2019, the Company announced that it had given the required notice under the indenture governing its 2020 Notes to redeem for cash all outstanding aggregate principal amount of its Notes to the extent outstanding on February 15, 2019 (the "Redemption Date"). The redemption price for the Notes will be 100.0% of the principal amount of the Notes, plus accrued and unpaid interest to the Redemption Date.

In addition, on February 15, 2019, upon redemption of the remaining 2020 Notes, the Comcast Note was paid in full and retired.

On January 19, 2019, the Company launched CLEO TV, a lifestyle and entertainment network targeting Millennial and Gen X women of color. CLEO TV offers quality content that defies negative and cultural stereotypes of today's modern women. The results of CLEO TV's operations will be reflected in the Company's cable television segment.

On March 11, 2019, the Company filed an amended Registration Statement on Form S-3/A (the "Registration Statement") with the United States Securities and Exchange Commission (the "SEC") with regard to the registration of up to \$50,000,000 worth of shares of our Class D common stock. On March 12, 2019, the Company requested accelerated effectiveness of the Registration Statement as of March 14, 2019. On March 14, 2019, the SEC issued a notice declaring the Registration Statement effective as of 4:00 p.m. March 14, 2019.

As reported on the current report on Form 8-K filed March 11, 2019, on March 5, 2019, the Compensation Committee gave approval for payout of cash bonuses to the named executive officers for the year ended December 31, 2018.

URBAN ONE, INC. AND SUBSIDIARIES
SCHEDULE II — VALUATION AND QUALIFYING ACCOUNTS
For the Years Ended December 31, 2018 and 2017

Description	Balance at Beginning of Year	Additions Charged to Expense	Acquired from Acquisitions	Deductions	Balance at End of Year
(In thousands)					
Allowance for Doubtful Accounts:					
2018	\$ 8,071	\$ 1,034	\$ —	\$ 856	\$ 8,249
2017	6,991	\$ 1,664	\$ —	\$ 584	\$ 8,071

Description	Balance at Beginning of Year	Additions Charged to Expense	Acquired from Acquisitions	Deductions	Balance at End of Year
(In thousands)					
Valuation Allowance for Deferred Tax Assets:					
2018	\$ 125,870	\$ —	\$ —	\$ 125,635	\$ 235
2017	241,789	\$ 8,190	\$ —	\$ 124,109	\$ 125,870

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
RADIO ONE ENTERTAINMENT HOLDINGS, LLC**

Dated as of December 19, 2018

TABLE OF CONTENTS

Section 1.	Organization and Name	1
Section 2.	Principal Business Office	1
Section 3.	Registered Office	1
Section 4.	Registered Agent	2
Section 5.	Members and Member Interests	2
Section 6.	Certificate of Formation; Licensing and Qualification; Existence	3
Section 7.	Limited Purposes	3
Section 8.	Powers	4
Section 9.	Management	5
Section 10.	Independent Manager	10
Section 11.	Officers and Managers	11
Section 12.	Compliance with Gaming Laws	12
Section 13.	Limited Liability	13
Section 14.	Capital Contributions	13
Section 15.	Additional Contributions	13
Section 16.	Allocation of Profits and Losses	14
Section 17.	Distributions	14
Section 18.	Fiscal Year; Books and Records	14
Section 19.	Tax Classification	14
Section 20.	Other Business	14
Section 21.	Exculpation and Indemnification	15
Section 22.	Registration and Transfers	16
Section 23.	Resignation	17
Section 24.	Admission of Additional Members	17
Section 25.	Dissolution, Winding-Up and Termination; Continuation	18
Section 26.	Waiver of Partition; Nature of Interest	19
Section 27.	Benefits of Agreement; Third-Party Rights	19
Section 28.	Severability of Provisions	19
Section 29.	Entire Agreement	19
Section 30.	Governing Law	19
Section 31.	Amendments	19
Section 32.	Counterparts	20
Section 33.	Non-Contravention of Credit Documents	20
Section 34.	Notices	20
Section 35.	Binding Agreement	20
Section 36.	Effectiveness	20

SCHEDULE A – Definitions

SCHEDULE B – Members and Member Interests

SCHEDULE C – Managers

SCHEDULE D – Officers

EXHIBIT A – Independent Manager Agreement

This Amended and Restated Limited Liability Company Agreement (together with the schedules attached hereto, and as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”) of Radio One Entertainment Holdings, LLC, a Delaware limited liability company (the “Company”), dated as of December 19, 2018, is entered into by Urban One, Inc., a Delaware corporation (the “Initial Member”), as the sole member of the Company prior to the execution and delivery of this Agreement, and from and after the execution and delivery of this Agreement, the Class A Member (together with any other Class A Member admitted to the Company in accordance with Section 24 hereof, the “Class A Members” and each, a “Class A Member”) and Stichting Urban One Entertainment, a foundation incorporated under the laws of the Netherlands (“Stichting Urban One Entertainment”) as a Class B Member (together with any permitted successor or assign, the “Class B Member” and, together with the Class A Members, the “Members” and each, a “Member”). This Agreement amends and restates in its entirety the Limited Liability Company Agreement of the Company dated as of July 1, 2014, save for the Renunciation of Interest by Authorized Person set forth on the signature page thereof, which shall remain in full force and effect to the same extent as if set forth directly herein. Capitalized terms used and not otherwise defined herein (including all schedules and exhibits hereto) have the meanings set forth in the Credit Agreement.

WITNESSETH:

WHEREAS, the Initial Member, as the sole member of the Company, entered into a Limited Liability Company Agreement, dated as of July 1, 2014 (the “Original Agreement”) to set forth the Member’s rights and obligations and other matters with respect to the Company.

WHEREAS, the Initial Member desires to (i) amend and restate the Original Agreement to modify the rights and obligations of the Company, (ii) create two classes of Member interests, (iii) admit Stichting Urban One Entertainment as a Class B Member and issue a Class B Member interest thereto, and (iv) give effect to such other terms and provisions as are set forth in this Agreement.

NOW, THEREFORE, the parties hereto, desiring to enter into this Agreement pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C. § 18-101 et seq.), as amended from time to time (the “Act”), do hereby agree as follows:

Section 1. Organization and Name. The Company was organized as a limited liability company pursuant to Section 18-201 of the Act by the filing of the Certificate of Formation of the Company (the “Certificate”) with the Secretary of State of the State of Delaware on June 20, 2014. The name of the limited liability company is Radio One Entertainment Holdings, LLC.

Section 2. Principal Business Office. The principal business office of the Company shall be located at 1010 Wayne Avenue, 14th Floor, Silver Spring, Maryland 20910, or such other location as may hereafter be determined by the Class A Members.

Section 3. Registered Office. The address of the registered office of the Company in the State of Delaware is c/o Corporation Service Company, 251 Little Falls Drive, City of Wilmington, New Castle County, Delaware 19808.

Section 4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company located at 251 Little Falls Drive, City of Wilmington, New Castle County, Delaware 19808.

Section 5. Members and Member Interests.

(a) Admission of Members; Addresses. Upon the execution of a counterpart signature page to this Agreement on behalf of Stichting Urban One Entertainment by a duly authorized officer thereof, and for good and valuable consideration, the receipt and sufficiency of which shall be deemed acknowledged by each of the undersigned, Stichting Urban One Entertainment shall be admitted as a Class B Member of the Company. The mailing address of each Member is set forth on Schedule B attached hereto.

(b) Replacement Class B Member. No Class B Member of the Company may resign from the Company or transfer his or her rights or obligations as a Class B Member unless a successor Class B Member has been admitted to the Company as a Class B Member by executing a counterpart to this Agreement. However, upon the occurrence of any event that causes all Class A Members and the Class B Member to cease to be Members of the Company, the Independent Manager shall, without any action of any Person and simultaneously with the last then existing Class A Member or Class B Member ceasing to be a Member of the Company, automatically be admitted to the Company as a Class B Member and the Company shall continue without dissolution. Prior to the occurrence of any such event, no Person acting as an Independent Manager shall be a member of the Company nor shall such Person have any rights or obligations under this Agreement, except (a) his or her duties and obligations as an Independent Manager pursuant to this Agreement and (b) his or her obligation to become a Class B Member and be admitted to the Company upon the occurrence of the conditions specified in the preceding sentence. As soon as practicable following his or her appointment as a Class B Member in accordance with the foregoing, such Class B Member, who at such time shall also be serving as Independent Manager (in such capacity, the "Outgoing Independent Manager") shall appoint a Person satisfying the requirements therefore, as set forth herein, to succeed him or her as the Independent Manager (such Person, in such capacity, the "Successor Independent Manager"). Immediately upon such appointment and acceptance thereof by the Successor Independent Manager, the Outgoing Independent Manager shall cease to be an Independent Manager (but shall remain as a Class B Member). Each Person acting as an Independent Manager pursuant to Section 10, by executing this Agreement in his or her capacity as Independent Manager, shall agree, without further action on his or her part, to accept appointment as a Class B Member upon the circumstances set forth herein.

(c) Class A Member Interests. A Class A Member shall be a Member of the Company with all the rights and privileges of a Member granted pursuant to the Act and as set forth in this Agreement, except, in each case, as specifically limited in this Agreement.

(d) Class B Member Interests. A Class B Member shall be a Member of the Company that has no interest in the profits, losses or capital of the Company and has no right to receive any distributions of Company property. Pursuant to Section 18-301 of the Act, a Class B Member shall not be required to make any capital contributions to the Company. A Class B Member, in his or her capacity as Class B Member, may not bind the Company and, except as required by any mandatory provision of the Act, a Class B Member, in his or her capacity as Class B Member, shall have no right to vote on, approve or otherwise consent to any action by, or matter relating to, the Company, except with respect to any Class B Approval Event, as specifically set forth herein.

(e) Uncertificated Interests. All Member interests in the Company shall be uncertificated.

(f) Quorum; Acts of Members. Except as otherwise provided in any other provision of this Agreement and subject to and without limitation of Section 9(j), meetings of Members shall mean meetings of the Class A Members. Except as otherwise provided in any other provision of this Agreement and subject to and without limitation of Section 9(j), at all meetings of Members, Persons holding a majority of the Class A Member interests shall constitute a quorum for the transaction of business and, except as otherwise provided in any other provision of this Agreement, and subject to and without limitation of Section 9(j), the act of a majority of the Class A Member interests present at any meeting of Members shall be the act of the Members. If a quorum shall not be present at any meeting of Members, a majority of the Members present at such meeting may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. Any action required or permitted to be taken at any meeting of Members may be taken without a meeting if all Class A Members, and, in the case of any Class B Approval Event, the Class B Member, consent thereto in writing.

Section 6. Certificate of Formation; Licensing and Qualification; Existence.

(a) Certificate of Formation. The delivery and filing of the Certificate of Formation with the Secretary of State of the State of Delaware are hereby ratified and confirmed in all respects.

(b) Licensing and Qualification. Each Class A Member, each Operating Manager (as defined below), and each Officer, is hereby authorized to execute, deliver and file any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business or obtain any licenses necessary or advisable in any other jurisdiction in which the Company may wish to conduct business and all such filings made prior to the date hereof are hereby ratified.

(c) Existence. The existence of the Company as a separate legal entity shall continue until cancellation of the Certificate of Formation as provided in the Act.

Section 7. Limited Purposes.

(a) Purposes. The purposes to be conducted or promoted by the Company shall be solely:

(i) to be operated to preserve (A) the separateness of the Company from the business and affairs of each Urban One Entity, each Member, each Affiliate of any of the foregoing, and each other Person and (B) until one year and one day after the termination of the Credit Agreement in accordance with its terms and the full and final satisfaction by the Company of all of its obligations under the Credit Documents, the special purpose, bankruptcy remote status of the Company;

(ii) to engage in the activities described in Section 7(b);

(iii) to acquire, own, hold, sell and transfer a member interest in Urban One Entertainment SPV, LLC, and/or MGM National Harbor, LLC, a Nevada limited liability company, and to receive dividends or distributions therefrom, and to make capital contributions with respect thereto from time to time; provided, that, at all times until the Credit Agreement has been terminated in accordance with its terms and all amounts due and all obligations of the Company under the Credit Documents have been fully and finally satisfied, such activities shall be as permitted under the Credit Documents;

(iv) to make distributions from time to time to its members; provided, that, at all times until the Credit Agreement has been terminated in accordance with its terms and all amounts due and all obligations of the Company under the Credit Documents have been fully and finally satisfied, such distributions shall be as permitted under the Credit Documents;

(v) to otherwise enter into, perform its obligations under and take any action required or permitted by, the Credit Documents and all documents, agreements, certificates, financing statements or instruments contemplated thereby or related thereto;

(vi) to apply for, obtain and maintain any authorizations, licenses, permits and approvals required under Gaming Laws that are necessary or advisable to accomplish any of the foregoing purposes; and

(vii) to engage in and perform any lawful act or activity and to exercise any powers permitted to limited liability companies organized under the laws of the State of Delaware that are related or incidental to, and necessary, convenient or advisable for, the accomplishment of the above mentioned purposes.

(b) Execution of Credit Documents. The Company is hereby authorized to execute, deliver and perform, by or through any Class A Member or any Manager or Officer acting on behalf of the Company, and each is hereby authorized to execute and deliver, the Credit Documents to which the Company is a party and all documents, agreements, certificates, financing statements or instruments contemplated thereby or related thereto, all without any further act, vote or approval of any other Person notwithstanding any other provision of this Agreement, the Act or applicable law, rule or regulation. The foregoing authorization shall not be deemed a restriction on the powers of the Class A Members or any Operating Manager or Officer to enter into other agreements or documents on behalf of the Company, each to the extent consistent with and related or incidental to, or necessary, convenient or advisable for, the accomplishment of the permitted purposes set forth in clause (a) above.

Section 8. Powers. Subject to and without limitation of Section 9(j), the Company shall have all of the powers and rights conferred upon limited liability companies formed pursuant to the Act necessary, convenient or incidental to accomplish the purposes of the Company set forth in Section 7.

Section 9. Management.

(a) Board of Managers. Subject to and without limitation of Section 9(j) and Section 10, the business and affairs of the Company shall be managed by or under the direction of a Board of Managers. The Board of Managers shall comprise one or more unrestricted Managers (each, an “Operating Manager”) and, at all times until the Credit Agreement has been terminated in accordance with its terms and all amounts due and all obligations of the Company under the Credit Documents have been fully and finally satisfied, at least one restricted Manager meeting the qualifications set forth in Section 10 hereof (each, an “Independent Manager”). Subject to the immediately preceding sentence, the Class A Members may determine at any time, in their sole and absolute discretion, the number of Managers to constitute the Board of Managers. The authorized number of Managers may be increased or decreased by the Class A Members at any time in their sole and absolute discretion, upon notice to all Managers, and, subject in all cases, to the requirements of this Section 9(a). The initial number of Operating Managers shall be two (2) and the initial number of Independent Managers shall be one (1). Each Manager elected, designated or appointed by the Class A Members shall hold office until a successor is elected and qualified or until such Manager’s earlier death, resignation, expulsion or removal (or, in the case of an Independent Manager, replacement by a Successor Independent Manager following succession as a Class B Member in accordance with Section 5(b) hereof); provided that in the event that an Independent Manager resigns or is otherwise removed from its position as Independent Manager, a replacement Independent Manager shall be appointed as set forth in Section 10. Each Independent Manager shall execute and deliver an Independent Manager Agreement substantially in the form of Exhibit B attached hereto. A Manager need not be (and, in the case of the Independent Member (other than in accordance with Section 5(b) hereof) may not be) a Member of the Company. The initial Managers designated by the Member are listed on Schedule C attached hereto.

(b) Powers. The Board of Managers shall have the power to do any and all acts necessary, convenient or incidental to, or for the furtherance of, the purposes described herein, including all powers, statutory or otherwise, and to bind the Company.

(c) Meetings of the Board of Managers. The Board of Managers may hold meetings, both regular and special, within or outside the State of Delaware. Regular meetings of the Board of Managers may be held without notice at such time and at such place as shall from time to time be determined by the Board of Managers. Special meetings of the Board of Managers may be called by the President on not less than one day’s notice to each Operating Manager (and, if any matter referred to in Section 9(j) is to be voted upon at such meeting, each Independent Manger) by telephone, facsimile, mail, telegram or any other means of communication.

(d) Quorum; Acts of the Board of Managers. Except as otherwise provided in any other provision of this Agreement and subject to and without limitation of Section 9(j), at all meetings of the Board of Managers or any committee thereof, a majority of the Operating Managers or members of such committee, as applicable, shall constitute a quorum for the transaction of business and, except as otherwise provided in any other provision of this Agreement, and subject to and without limitation of Section 9(j), the act of a majority of the Operating Managers present at any meeting of the Board of Managers or any committee thereof at which there is a quorum shall be the act of the Board of Managers or such committee, as applicable. If a quorum shall not be present at any meeting of the Board of Managers or any committee thereof, a majority of the Managers present at such meeting may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. Any action required or permitted to be taken at any meeting of the Board of Managers or of any committee thereof may be taken without a meeting if all Operating Managers or committee members (and, in the case of any Material Action, all Independent Managers), consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Managers or applicable committee, as the case may be. For the avoidance of doubt, and notwithstanding anything in this Agreement to the contrary, except as required by applicable Gaming Laws, the Board of Managers or any committee thereof may not consent to or support any Material Action, and the Company may not take any Material Action, until an Independent Manager has (i) been appointed in accordance with the requirements of this Agreement and the Credit Documents, (ii) been approved by the relevant Gaming Authorities to the extent required by applicable Gaming Laws and (iii) accepted his or her appointment as an Independent Manager by execution of an Independent Manager Agreement substantially in the form attached hereto as Exhibit A.

(e) Electronic Communications. Managers may participate in meetings of the Board of Managers or any committee of which they are members by means of telephone conference or similar communications equipment that allows all Persons participating in the meeting to hear each other, and such participation in a meeting shall constitute presence in person at the meeting. If all participants are participating in a meeting by telephone conference or similar communications equipment, such meeting shall be deemed to have been held at the principal place of business of the Company.

(f) Committees of Managers.

(i) There shall, at all times, be a committee of the Board of Managers that shall be referred to as the "Operating Committee," will shall consist of all of the Operating Managers. The Operating Committee shall have all of the rights and powers of, and shall act pursuant to the same requirements as, the Board of Managers, except that the Operating Committee may not, prior to the termination of the Credit Agreement in accordance with its terms and the full and final satisfaction by the Company of all of its obligations under the Credit Documents, vote with respect to, or otherwise authorize the taking by the Company of, any Material Action.

(ii) The Board of Managers, by resolution passed by a majority of the Operating Managers, may designate one or more additional committees, each such committee to consist of one or more Managers and may designate one or more Operating Managers as alternate members of any committee, who may replace any absent or disqualified regular members of such committee at any meeting of the committee.

(iii) In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not such members constitute a quorum, may unanimously appoint another Operating Manager to act at the meeting in the place of any such absent or disqualified member.

(iv) Any such committee, to the extent provided in a resolution of the Board of Managers, and subject, in all cases, to Section 9(j) and Section 10, shall have and may exercise all the powers and authority of the Board of Managers in the management of the business and affairs of the Company. 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 Managers. Each committee shall keep regular minutes of its meetings and report the same to the Board of Managers when required.

(g) Compensation of Managers; Expenses. The Board of Managers shall have the authority to fix the compensation of Managers. The Managers may be paid their expenses, if any, of attendance at meetings of the Board of Managers, which may be a fixed sum for attendance at each meeting of the Board of Managers or a stated salary as Manager. No such payment shall preclude any Operating Manager from serving the Company in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

(h) Removal of Managers. Unless otherwise restricted by law, any Manager (other than the Independent Manager) or the entire Board of Managers (other than the Independent Manager) may be removed or expelled, with or without cause, at any time by the Class A Members, and any vacancy caused by any such removal or expulsion may be filled by action of the Class A Members.

(i) Managers as Agents. To the extent of their powers set forth in this Agreement and subject to and without limitation of Section 9(j), the Managers are agents of the Company for the purpose of the Company's business, and the actions of the Managers taken in accordance with the powers set forth in this Agreement shall bind the Company.

(j) Limitations on Powers and Activities of the Company; Material Actions.

(i) This Section 9(j) is being adopted in order to comply with certain provisions required in order to qualify the Company as a "special purpose" entity.

(ii) Notwithstanding any other provision of this Agreement and any provision of law that otherwise so empowers the Company, the Members, the Board of Managers, any committee of the Board of Managers, any Officer, any Manager or any other Person or any group of Persons acting together, prior to the termination of the Credit Agreement in accordance with its terms and the full and final satisfaction by the Company of all of its obligations under the Credit Documents, no such Person or Persons, acting alone or together (including the Board of Managers or any committee thereof) shall be authorized or empowered, nor shall any of them permit the Company to, (a) without the unanimous prior written consent of all Members (including the Class B Member), take any action resulting in a Class B Approval Event and (b) without the unanimous prior written consent of the Board of Managers (including the affirmative vote of all Independent Managers), take any Material Action; it being understood that (a) any Material Action taken without obtaining such unanimous consent shall be null and void ab initio; and (b) the Class B Member's prior written consent shall not be required for any Material Action to the extent that the Class B Member has not been approved by any applicable Gaming Authority. In addition, prior to the termination of the Credit Agreement in accordance with its terms and the full and final satisfaction by the Company of all of its obligations under the Credit Documents, the Board of Managers may not vote on, or authorize the taking of, any Material Action, unless there is at least one (1) Independent Manager then serving in such capacity.

(iii) The Company shall do all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and limited liability company powers; provided, however, that the Company shall not be required to preserve any such right or limited liability company powers if the Board (including all of the Independent Managers) shall unanimously determine that the preservation thereof is no longer desirable for the conduct of the Company's business and that the loss thereof would not be disadvantageous in any material respect to the Company. The Company shall:

(A) maintain its books, financial records and accounts (including intercompany transaction accounts), including checking and other bank accounts, and custodian and other securities safekeeping accounts, separate and distinct from those of any Urban One Entity, any Member, any Affiliate of any of the foregoing, and from any other Person;

(B) maintain its books, financial records and accounts (including intercompany transaction accounts) in a manner so that it will not be difficult or costly to segregate, ascertain or otherwise identify its assets and liabilities separate and distinct from the assets and liabilities of any Urban One Entity, any Member, any Affiliate of any of the foregoing, and from any other Person;

(C) hold all of its own assets in its own name and not commingle any of its assets, funds or liabilities with the assets, funds or liabilities of any Urban One Entity, any Member, any Affiliate of any of the foregoing, or any other Person;

(D) observe all requisite organizational procedures and formalities, including the holding of meetings of the boards of directors or managers as required by its organizational documents, the recordation and maintenance of minutes of such meetings, and the recordation of and maintenance of resolutions adopted at such meetings;

(E) not be merged, amalgamated, consolidated, or substantively consolidated with or into, or sold (including having all or substantially all of its assets sold) or have its ownership interests transferred to, any Urban One Entity, any Member, any Affiliate of any of the foregoing, or any other Person (other than for financial reporting purposes to the extent required by GAAP; provided that any consolidated financial reporting clearly establishes or indicates the corporate separateness of the Company from Urban One, the other Urban One Entities and the Members);

(F) maintain an arm's length relationship with each Urban One Entity, each Member, and each Affiliate of any of the foregoing and ensure that all transactions, agreements and dealings between the Company, on one hand, and such Urban One Entity, such Member, or such Affiliate, on the other hand, as applicable (including, in each case, transactions, agreements and dealings pursuant to which the assets or property of one is used or to be used by the other), will reflect the separate identity and legal existence of the Company and be on terms and conditions substantially as favorable to the Company as would be obtainable by it at the time in a comparable arm's length transaction with a Person other than an Urban One Entity, a Member or an Affiliate, as applicable;

(G) ensure that transactions between the Company, on one hand, and any third parties, on the other hand, will be conducted in the name of the Company, as an entity separate and distinct from any Urban One Entity, any Member, or any Affiliate of any of the foregoing;

(H) not refer to any Urban One Entity or any representative of an Urban One Entity in any communication as a department or division or representative of the Company and not otherwise refer to such Urban One Entity or any representative of an Urban One Entity in a manner inconsistent with the Company's status as a separate and distinct legal entity;

(I) have a board of managers not identical to that of any Urban One Entity or Member;

(J) prepare, or cause to be prepared, and file all tax returns that the Company is required to file, if any, as required by applicable law and file with the appropriate taxing authorities all such returns in a manner required for the Company to be in compliance with any law governing the timely filing of such returns, and pay any taxes so required to be paid under applicable law;

(K) maintain separate financial statements in accordance with GAAP;

(L) except as contemplated by the Credit Documents and to the extent consistent with the Company's limited purpose (as set forth in Section 7) and this Agreement, not at any time hold out its credit or assets as being available to satisfy the obligations of others;

(M) not incur, create or assume any indebtedness to the extent prohibited by the Credit Documents or inconsistent with the Company's limited purpose (as set forth in Section 7) or this Agreement;

(N) not guarantee any obligation of any Person, including any Urban One Entity, any Member, or any Affiliate of any of the foregoing to the extent prohibited by the Credit Documents or inconsistent with the Company's limited purpose (as set forth in Section 7) or this Agreement;

(O) to the fullest extent permitted by law, not engage, directly or indirectly, in any business unless permitted by this Agreement and not prohibited by the Credit Documents;

(P) hold itself out at all times to the public and other Persons as a legal entity separate from each Urban One Entity, each Member, each Affiliate of any of the foregoing, and each other Person and promptly correct any known misunderstanding regarding its separate existence which arises in any written communication by or to the Company;

(Q) not reorganize, liquidate, dissolve or wind-up its affairs or enter into arrangements or accommodations related thereto; and

(R) allocate fairly and reasonably any overhead expenses that are shared with an Urban One Entity or a Class A Member, including for services performed by an employee of an Urban One Entity or a Class A Member in a manner consistent with its status as a separate and distinct legal entity; provided that the aggregate amount of all such allocated overhead expenses in any Fiscal Year shall not exceed \$100,000.

(iv) Separate Identity; Limited Liability. Failure of the Company, or the Members or the Board of Managers on behalf of the Company, to comply with the foregoing covenants or any other covenants set forth herein, shall not affect the status of the Company as a separate legal entity or the limited liability of the Members or Managers.

Section 10. Independent Manager. At all times prior to the termination of the Credit Agreement in accordance with its terms and the full and final satisfaction by the Company of all of its obligations under the Credit Documents, the Company shall, in accordance with the provisions of this Agreement and the Credit Documents, have at least one (1) Independent Manager. In the event that, at any time, no Person is duly appointed in accordance with this Agreement and the Credit Documents and serving as an Independent Manager, the Class A Members shall, subject to the provisions of this Agreement and the Credit Agreement, as soon as practicable, appoint as Independent Manager a Person satisfying the qualifications therefore. To the fullest extent permitted by law, including, without limitation, Section 18-1101(c) of the Act, the Independent Manager(s) shall consider the interests of the Company, and its creditors, in acting or otherwise voting on any matter provided for in this Agreement; provided, however, that nothing contained in this sentence or in this Agreement shall in any way restrict the Company's ability to make distributions to the extent such distributions are not prohibited by the Act. At all times prior to the termination of the Credit Agreement in accordance with its terms and the full and final satisfaction by the Company of all of its obligations under the Credit Documents, no resignation or removal of the Independent Manager, and no appointment of any successor Independent Manager at any time when such resignation or removal would leave the Company without any Independent Managers, shall be effective until a successor Independent Manager (i) shall have been approved by the relevant Gaming Authorities to the extent required by applicable Gaming Laws, (ii) shall have accepted his or her appointment as an Independent Manager by execution of an Independent Manager Agreement substantially in the form attached hereto as Exhibit A and (iii) shall have executed a counterpart to this Agreement as required by Section 5(b). At all times prior to the termination of the Credit Agreement in accordance with its terms and the full and final satisfaction by the Company of all of its obligations under the Credit Documents, in the event no Person meeting the qualifications therefore, as set forth in the definition of "Independent Manager" herein, is then holding the position of Independent Manager, the Board of Managers shall, as soon as practicable, appoint a successor Independent Manager and until such vacancy is filled, the Board of Managers shall be prohibited from voting on any Material Action. All right, power and authority of the Independent Manager shall be limited to the extent necessary to exercise those rights, and perform those duties, of the Independent Manager specifically set forth in this Agreement. No Independent Manager shall, at any time, serve as trustee in bankruptcy for any Affiliate of the Company. Notwithstanding any other provision of this Agreement to the contrary, each Independent Manager, in its capacity as Independent Manager, may only act, vote or otherwise participate in those matters relating to Material Actions. The Independent Manager shall not delegate his or her duties, authorities or responsibilities hereunder. Each Independent Manager shall be permitted to engage an independent advisor and outside counsel, in each case, of its own choosing in connection with evaluating any of the Material Actions. Notwithstanding anything herein to the contrary, neither the Company nor the Independent Manager shall be permitted to rely upon the advice of counsel to any Urban One Entity with respect to any Material Actions.

Section 11. Officers and Managers.

(a) Officers. The Officers of the Company may consist of a President, Secretary, Treasurer and one or more Vice Presidents, Assistant Vice Presidents, Assistant Secretaries and Assistant Treasurers. Any number of offices may be held by the same Person and any such Person may also be a Member (other than an Independent Member) or a Manager (other than an Independent Manager) of the Company. Officers shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Operating Committee. The salaries of all Officers and agents of the Company shall be fixed by, or in the manner prescribed by, the Operating Committee. Any Officer may be removed at any time, with or without cause, by the affirmative vote of a majority of the Operating Committee. The Officers of the Company on the date hereof shall be as set forth on Schedule D attached hereto.

(b) President and Vice Presidents. The President shall be the chief executive officer of the Company, shall preside at all meetings of the Board of Managers and the Operating Committee and shall have direct charge of all business operations of the Company and, subject to the control of the Board of Managers and the Operating Committee, shall have general charge and supervision of the business of the Company. The President or any other Officer authorized by the President, the Board of Managers or the Operating Committee shall execute all bonds, mortgages and other contracts on the Company's behalf, except (i) where required or permitted by law or this Agreement to be otherwise signed and executed, including Section 7(b), (ii) where signing and execution thereof shall be expressly delegated by the Board of Managers or the Operating Committee to some other Officer or agent of the Company and (iii) as otherwise permitted by Section 11(c). Any Vice Presidents of the Company shall have duties as shall be designated from time to time by the Board of Managers or the Operating Committee or the President.

(c) Secretary and Assistant Secretaries. The Secretary shall be responsible for filing legal documents and maintaining records for the Company. The Secretary or Assistant Secretary shall attend all meetings of the Board of Managers and the Operating Committee and record all the proceedings of the meetings of the Company, the Board of Managers and the Operating Committee 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 shall cause to be given, notice of all meetings of the Members or any class thereof, if any, and special meetings of the Board of Managers, and shall perform such other duties as may be prescribed by the Board of Managers, the Operating Committee or the President, under whose supervision the Secretary shall serve. The Secretary shall have such other duties and powers as may from time to time be designated by the Board of Managers, the Operating Committee or the President. Any Assistant Secretaries shall have such duties and powers as shall be designated from time to time by the Board of Managers, the Operating Committee or the President.

(d) Treasurer and Assistant Treasurers. Unless the Board of Managers (other than the Independent Manager) otherwise specifies, the Treasurer shall be the chief financial officer of the Company and shall be in charge of its funds and valuable papers and shall have such other duties and powers as may be designated from time to time by the Board of Managers (other than the Independent Manager) or the President. Any Assistant Treasurers of the Company shall have such duties and powers as shall be designated from time to time by the Board of Managers (other than the Independent Manager), the Operating Committee or the President.

(e) Officers as Agents. The Officers, to the extent of their powers set forth in this Agreement or otherwise vested in them by action of the Board of Managers or the Operating Committee not inconsistent with this Agreement, are agents of the Company for the purpose of the Company's business and, subject to and without limitation of Section 9(j), the actions of the Officers taken in accordance with such powers shall bind the Company.

(f) Fiduciary Duties of Managers and Officers. Except to the extent otherwise provided herein, each Manager (subject at all times, in the case of the Independent Manager, to the third sentence of Section 10 hereof) and Officer shall have a fiduciary duty of loyalty and care identical to that of directors and officers of business corporations organized under the General Corporation Law of the State of Delaware, as amended.

(g) Nonpetition by Officers and Managers. Until the date that is one year and one day after the date upon which the Credit Agreement is terminated in accordance with its terms and the obligations of the Company under the Credit Documents have been fully and finally satisfied, each Officer and Manager shall agree, on account of any indemnification or other payment owing to such Officer or Manager by the Company under Section 20 or any payment otherwise owing to such Officer or Manager from the Company, not to acquiesce, petition or otherwise invoke or cause the Company to invoke the process of any court or Governmental Authority for the purpose of commencing or sustaining an involuntary case against the Company under any federal or state bankruptcy, insolvency or similar law or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of the Company or any substantial part of the property of the Company, or ordering the winding up or liquidation of the affairs of the Company. Each Officer and Manager shall be deemed to have consented to (a) the provisions of this Section 11(g) by accepting an appointment as an Officer or Manager, as applicable, and (b) the Company and each of the Class A Members shall have the right to enforce the provisions of this Section 11(g).

Section 12. Compliance with Gaming Laws. Notwithstanding anything to the contrary set forth herein, at all times that the Company is licensed by or registered with any Gaming Authority or is otherwise subject to Gaming Laws:

(a) (i) the appointment of any Manager or Officer of the Company and (ii) the rights of the Class B Member hereunder to vote on, or consent, to any action outside of a Bankruptcy Event, in each case, shall be subject to applicable Gaming Laws and the receipt of any required Gaming Licenses;

(b) any Manager or Officer of the Company shall be immediately removed from office if such officer is determined either by a Gaming Authority or by the Member to be unsuitable or disqualified to serve as an officer of the Company;

(c) no membership or other interest in the Company shall be issued, transferred, assigned, hypothecated or pledged in any manner whatsoever, and no Person shall be admitted as a new or substitute Member, except in compliance with applicable Gaming Laws and upon the receipt of any required Gaming Licenses; and

(d) any Person holding or acquiring a membership or other interest shall comply with all applicable Gaming Laws and the suitability and other standards, qualifications and requirements of any applicable Gaming Authority.

For the avoidance of doubt, the Class B Member shall be obligated to pay all costs and expenses of the Company and/or the Class A Member incurred in connection with any application and/or approval process undertaken by the Class B Member with respect to any applicable Gaming Authority.

Section 13. Limited Liability. Except as otherwise expressly provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be the debts, obligations and liabilities solely of the Company, and no Member or Manager shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member or Manager of the Company.

Section 14. Capital Contributions. The Class A Members have made, and shall make, capital contributions to the Company of cash, property or services as from time to time determined by the Class A Members. No Class B Member shall be required or permitted to make any capital contributions to the Company.

Section 15. Additional Contributions. No Class A Member is required to make any additional capital contribution to the Company. However, Class A Members may make additional capital contributions to the Company at any time if, and on terms approved by, all of the Class A Members. Schedule B of this Agreement shall be revised from time to time to the extent that a Class A Member makes an additional capital contribution to the Company. The provisions of this Agreement, including this Section 15, are intended to benefit the Members to the fullest extent permitted by law and shall not be construed as conferring any benefit upon any creditor of the Company (and no such creditor of the Company shall be a third-party beneficiary of this Agreement except as set forth in Section 27). No Member shall have any duty or obligation to any creditor of the Company to make any contribution to the Company or to issue any call for capital pursuant to this Agreement other than as provided in the Credit Documents or applicable law.

Section 16. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Class A Members.

Section 17. Distributions. The Company shall pay cash distributions from time to time to the Class A Members at the times and in the aggregate amounts determined by the Board of Managers or the Operating Committee and may be made pursuant to a standing resolution of the Board of Managers or the Operating Committee.

Section 18. Fiscal Year; Books and Records.

(a) Fiscal Year. The fiscal year of the Company shall end on December 31 of each year.

(b) Books and Records. The Company shall keep complete and accurate books of account and records with respect to the Company's business. The books of the Company shall at all times be maintained by the Board of Managers or any Officer designated by the Board of Managers. The Members and their duly authorized representatives shall have the right to examine the Company's books, records and documents during normal business hours. The Company shall not have the right to keep confidential from the Members any information that the Board of Managers would otherwise be permitted to be kept confidential from the Members pursuant to Section 18-305(c) of the Act. The Company's books of account shall be kept using the method of accounting determined by the Class A Members. The Company's independent auditor, if any, shall be an independent public accounting firm selected by the Class A Members.

Section 19. Tax Classification. The Members intend that the Company be treated for United States federal tax purposes as a disregarded entity pursuant to United States Treasury Regulations § 301.7701-2(c)(2), and neither the Company nor the Members shall take any action or position for any purpose that is inconsistent with such intent.

Section 20. Other Business. Any Member or Manager may engage in or possess an interest in other business ventures of any kind and description, independently or with others, including any business venture that may compete with the business of the Company, and the Company shall not have any rights in or to such independent ventures or the income or profits therefrom by virtue of this Agreement. To the fullest extent permitted by law, no Member or Manager that acquires knowledge of a potential transaction, agreement, arrangement or other matter that may be an opportunity for the Company shall have any duty hereunder to communicate or offer such opportunity to the Company; provided, however, that if such Member or Manager is a party to one or more other agreements that impose such duties, this Section 20 shall not relieve such Member or Manager of its obligations thereunder. No amendment or repeal of this Section 20 shall apply to or have any effect on the liability or alleged liability of any Member or Manager for or with respect to any opportunities of which such Member or Manager becomes aware prior to such amendment or repeal.

Section 21. Exculpation and Indemnification.

(a) General.

(i) To the fullest extent permitted by law, none of the Members, Managers, Officers, employees, representatives or agents of the Company, nor any member, shareholder, partner, manager, director, officer, employee, representative, agent or Affiliate of any such Person (each a "Indemnified Person" and collectively, the "Indemnified Persons") shall be liable to the Company or any other Person that is a party to, or is otherwise bound by, this Agreement for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Indemnified Person in connection with the business of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Indemnified Person by this Agreement, except that an Indemnified Person shall be liable for any such loss, damage or claim incurred by reason of such Indemnified Person's bad faith or willful misconduct.

(ii) To the fullest extent permitted by applicable law, the Company shall indemnify, defend and hold harmless each Indemnified Person for any liability, loss, damage or claim incurred by such Indemnified Person, including attorney's fees and costs and any amounts expended in the settlement of any such claims of liability, loss, damage or claim by reason of any act or omission performed or omitted by such Indemnified Person in connection with the business of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Indemnified Person by this Agreement, except that no Indemnified Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Indemnified Person by reason of such Indemnified Person's bad faith, gross negligence or willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this Section 21 by the Company shall be provided out of and to the extent of Company assets only, and no Member shall have personal liability on account thereof. The Company may pay for insurance covering its liability to the Indemnified Persons.

(iii) To the fullest extent permitted by applicable law, expenses (including legal fees) incurred by an Indemnified Person defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Indemnified Person to repay such amount if it shall be determined that the Indemnified Person is not entitled to be indemnified as authorized in this Section 21.

(iv) An Indemnified Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Indemnified Person reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities or any other facts pertinent to the existence and amount of assets from which distributions to the Class A Members might properly be paid.

(v) Until the date that is one year and one day after the date upon which the Credit Agreement is terminated in accordance with its terms and the obligations of the Company under the Credit Documents have been fully and finally satisfied, each Person bound by this Agreement shall agree, solely on account of any indemnification or other payment owing to such Indemnified Person by the Company under this Section 21, not to acquiesce, petition or otherwise invoke or cause the Company to invoke the process of any court or Governmental Authority for the purpose of commencing or sustaining an involuntary case against the Company under any federal or state bankruptcy, insolvency or similar law or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of the Company or any substantial part of the property of the Company, or ordering the winding up or liquidation of the affairs of the Company.

(vi) To the extent that, at law or in equity, an Indemnified Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Person, such Indemnified Person acting under this Agreement shall not be liable to the Company or to any other Person bound by this Agreement for its good faith reliance on the provisions of this Agreement or any approval or authorization granted by the Company or any other Indemnified Person, except that such Indemnified Person shall not be exculpated from any such liability incurred by reason of such Indemnified Person's gross negligence, bad faith or willful misconduct. The provisions of this Agreement, to the extent that they restrict or eliminate the duties and liabilities of an Indemnified Person to the Company or its members otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Indemnified Person.

(b) Survival. The foregoing provisions of this Section 21 shall survive any termination of this Agreement.

Section 22. Registration and Transfers.

(a) General. No Class A Member may sell, assign, pledge, hypothecate or otherwise transfer, in whole or in part, its Class A Member interest in the Company prior to the date upon which the Credit Agreement has been terminated in accordance with its terms and all obligations of the Company under the Credit Documents have been fully and finally satisfied. No Class B Member may sell, assign, pledge, hypothecate or otherwise transfer, in whole or in part, its Class B Member interest in the Company unless consented to by the Required Lenders; provided, that in no instance shall a Class B Member have any right to be involved in or to have any influence over the operation of any casinos, gaming or gambling property of MGM National Harbor and its subsidiaries.

(b) Assignment. Subject to and without limitation of Section 22(a), a Class A Member may sell all or a portion of its limited liability company interest in the Company to another Person and such other Person shall be admitted to the Company as a Class A Member of the Company of the same class, if and only if such transferee (i) executes an instrument signifying its agreement to be bound by the terms and conditions of this Agreement in form and substance satisfactory to the Company (which instrument may be a counterpart signature page to this Agreement) and (ii) delivers to the Company an opinion of counsel satisfactory to the Company that no registration under the Securities Act or registration or qualification under the securities laws of any state shall be required and, immediately following such admission, the transferor Member shall cease to be a member of the Company. Notwithstanding anything in this Agreement to the contrary, any successor to a Member by merger or consolidation in compliance with the Credit Documents shall, without further act, be a Member of the same class hereunder, and such merger or consolidation shall not constitute an assignment for purposes of this Agreement and the Company shall continue without dissolution.

(c) Pledge. Subject to and without limitation of Section 22(a), if a Member pledges all or a portion of its limited liability company interest in the Company, the pledgee (or any assignee of the pledgee) shall not be admitted to the Company as a Member of the Company unless such pledgee exercises the rights of a secured creditor in accordance with (i) the relevant documents governing the applicable secured obligations and (ii) applicable law (the exercise of such rights pursuant to clauses (i) and (ii) of this subsection (c), "Foreclosure"). Following a Foreclosure, such pledge or a transferee of such pledge, upon satisfaction of the requirements of clauses (i) and (ii) of subsection (b) of this Section 22, shall be admitted to the Company as a Member of the Company of the same class and, immediately following such admission, the transferor Member shall cease to be a member of the Company.

(d) Certificate Register. The Company shall maintain a register (the "Certificate Register") in which, subject to such reasonable regulations as it may prescribe, the registration of Member certificates (including the name of the Person to whom each Member certificate is registered and the Class of Member interest and percentage of aggregate Member interests of such Class represented thereby), and the transfers thereof (including pledges in respect of which the Company has received written notice executed by the Members granting such pledge) shall be recorded.

(e) Persons Deemed Members. The Company and any agent of the Company may, prior to the due presentation of a Member certificate for registration of transfer, treat the Person in whose name any Member certificate is registered as a Member of the Company holding the Member interest indicated in the Certificate Register with respect to such Member certificate for all purposes.

Section 23. Resignation. Until the date upon which the Credit Agreement is terminated in accordance with its terms and the obligations of the Company under the Credit Documents have been fully and finally satisfied, Members may resign only upon satisfaction of the conditions and restrictions, if any, specified in the Credit Documents and as specified herein. If a Member is permitted to resign pursuant to this Section 23, an additional Person shall be admitted as a Member to the Company, subject to and without limitation of Section 24, upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement, which instrument may be a counterpart signature page to this Agreement. Such admission shall be deemed effective immediately prior to the resignation and, immediately following such admission, the resigning Member shall cease to be a Member of the Company.

Section 24. Admission of Additional Members. Without limiting the provisions of Section 5(b) or Section 25(a), and subject to Section 19, one or more additional Class A Members of the Company may be admitted to the Company with the unanimous written consent of the Class A Members (or the personal representative of the last remaining Class A Member); provided, that notwithstanding the foregoing, except as required by applicable Gaming Laws, until all obligations of the Company under the Credit Documents have been fully and finally satisfied, no additional Class A Member may be admitted to the Company.

Section 25. Dissolution, Winding-Up and Termination; Continuation.

(a) Dissolution. Subject to and without limitation of Section 9(j), the Company shall be dissolved, and its affairs shall be wound up, upon the first to occur of the following: (i) subject to and without limitation of Section 5(b), the termination of the legal existence of the last remaining Member of the Company or the occurrence of any other event which terminates the continued membership in the Company of the last remaining Member of the Company, unless the Company is continued without dissolution in a manner permitted by this Agreement or the Act or (ii) the entry of a decree of judicial dissolution under Section 18-802 of the Act. Upon the occurrence of any event that causes the last remaining Member of the Company to cease to be a Member of the Company (other than upon continuation of the Company without dissolution upon the resignation of the Member and the admission of an additional Member of the Company pursuant to Sections 23 and 24), to the fullest extent permitted by law, the personal representative (as such term is defined in the Act) of such Member is hereby authorized and directed, within 90 days after the occurrence of the event that terminated the continued membership of such Member in the Company, to agree in writing (i) to continue the Company and (ii) to its admission, or the admission of the personal representative or its nominee or designee, as the case may be, as a substitute Member of the Company, of the same class as, and effective as of the occurrence of the event that terminated the continued membership of, such Member in the Company.

(b) Continuation. Notwithstanding any other provision of this Agreement, the bankruptcy of a Member shall not cause such Member to cease to be a Member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution. Notwithstanding any other provision of this Agreement, each Member waives any right it might have to agree in writing to dissolve the Company upon the bankruptcy of any Member or the occurrence of an event that causes any Member to cease to be a member of the Company.

(c) Winding-Up. In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied in the manner, and in the order of priority, set forth in Section 18-804 of the Act.

(d) Termination. The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Class A Members in the manner provided for in this Agreement and (ii) the Certificate of Formation shall have been canceled in the manner required by the Act.

Section 26. Waiver of Partition; Nature of Interest. Except as otherwise expressly provided in this Agreement, to the fullest extent permitted by law, each Member hereby irrevocably waives any right or power that such Person might have to cause the Company or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Company, to compel any sale of all or any portion of the assets of the Company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the Company. No Member shall have any interest in any specific assets of the Company. Each Member interest in the Company is personal property of the Member holding such Member interest.

Section 27. Benefits of Agreement; Third-Party Rights. Except for the Agents and the Lenders who shall be deemed express third-party beneficiaries of this Agreement, no Person shall have the benefit of the provisions of this Agreement and such provisions shall not be enforceable by any creditor of the Company (other than Indemnified Persons, the Agents and the Lenders) or by any creditor of any Member (other than the Agents and Lenders). Nothing in this Agreement shall be deemed to create any right in any Person (other than Indemnified Persons, the Agents and the Lenders) not a party hereto, and this Agreement shall not be construed in any respect to be a contract in whole or in part for the benefit of any third Person (other than Indemnified Persons, the Agents and the Lenders and except as provided in Section 34 and except as contemplated by the Credit Documents).

Section 28. Severability of Provisions. Each provision of this Agreement shall be considered severable and, if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of, or affect, those portions of this Agreement that are valid, enforceable and legal.

Section 29. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

Section 30. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Delaware (without regard to conflict or choice of law principles that would cause the application of the internal laws of any other jurisdiction), and all rights and remedies shall be governed by said laws.

Section 31. Amendments. This Agreement may be modified, altered, supplemented or amended pursuant to a written agreement executed and delivered by each of the Class A Members so long as such modification, alteration, supplement or amendment cannot reasonably be expected to be adverse to the interests of the Lenders in any material respect. Notwithstanding the foregoing, (a) any modification, alteration, supplement or amendment to this Agreement that modifies, alters, supplements or amends (i) the rights, duties and limitations of the Class B Member or the Independent Managers, (ii) the definition of "Class B Approval Event", "Bankruptcy Event", or "Material Action," (iii) Section 7, (iv) Section 9(j), (v) Section 27, (vi) this Section 31, or (vii) Section 32, shall require the written consent of the Lead Arranger, and (b) until the date upon which the Credit Agreement is terminated in accordance with its terms and the obligations of the Company under the Credit Documents have been fully and finally satisfied, any modification, alteration, supplement or amendment shall satisfy all conditions and comply with all restrictions, in each case, relating to modifications, alterations, supplements or amendments, as applicable, of this Agreement specified in the Credit Documents.

Section 32. Non-Contravention of Credit Documents. Notwithstanding anything in this Agreement to the contrary, including any provision that purports to be preemptory, the Company may not take any action in contravention or violation of the Credit Documents or any term or condition therein.

Section 33. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement and all of which together shall constitute one and the same instrument.

Section 34. Notices. Any notices required to be delivered hereunder shall be in writing and personally delivered, mailed or sent by telecopy, electronic mail or other similar form of rapid transmission, and shall be deemed to have been duly given upon receipt (a) in the case of the Company, to the Company at its address in Section 2, (b) in the case of a Member, to such Member at its address as listed on Schedule B attached hereto and (c) in the case of either of the foregoing, at such other address as may be designated by written notice to the other party.

Section 35. Binding Agreement. Notwithstanding any other provision of this Agreement, each Member agrees that this Agreement constitutes a legal, valid and binding agreement of such Member, and is enforceable against such Member in accordance with its terms. In addition, the Independent Managers shall be intended third-party beneficiaries of this Agreement.

Section 36. Effectiveness. Pursuant to Section 18-201(d) of the Act, this Agreement shall be effective as of December 19, 2018.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Amended and Restated Limited Liability Company Agreement as of the date first written above.

CLASS A MEMBER:

URBAN ONE, INC.

By: _____

Name:

Title:

SIGNATURE PAGE TO AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT OF RADIO ONE ENTERTAINMENT HOLDINGS, LLC

CLASS B MEMBER:

STICHTING URBAN ONE ENTERTAINMENT

By: _____

Name:

Title:

SIGNATURE PAGE TO AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT OF RADIO ONE ENTERTAINMENT HOLDINGS, LLC

SCHEDULE A

Definitions

A. Definitions. When used in this Agreement, the following terms shall have the following meanings:

“Act” shall have the meaning set forth in the preamble to this Agreement.

“Agreement” means this Amended and Restated Limited Liability Company Agreement of the Company, together with the schedules and exhibits attached hereto, as the same may be amended, restated, supplemented or otherwise modified from time to time.

“Bankruptcy Event” means (a) a Bankruptcy Event, as defined in the Credit Agreement and (b) to the extent not inconsistent with, or modified by, such definition in the Credit Agreement, the events specified in Section 18-304 of the Act, which together are intended to, and shall, replace and supersede the definition of “Bankruptcy” set forth in Sections 18-101 and 18-304 of the Act.

“Board of Managers” means the Board of Managers of the Company.

“Certificate of Formation” means the Certificate of Formation of the Company filed with the Secretary of State of the State of Delaware on June 20, 2014, as the same may be amended, supplemented or otherwise modified from time to time.

“Class B Approval Event” means (a) to the extent that the Class B Member has been approved by all applicable Gaming Authorities, Material Actions and (b) to the extent that the Class B Member has not been approved by any applicable Gaming Authority, Bankruptcy Events. For the avoidance of doubt, the Class B Member shall be obligated to pay all costs and expenses of the Company and/or the Class A Member incurred in connection with any application and/or approval process undertaken by the Class B Member with respect to any applicable Gaming Authority.

“Credit Agreement” means the Credit Agreement, dated as of December 4, 2018 (as modified, supplemented, amended, restated (including any amendment and restatement hereof), extended or renewed from time to time), among Urban One Entertainment SPV, LLC, a Delaware limited liability company, as Borrower, Radio One Entertainment Holdings, LLC, a Delaware limited liability company, as Holdings Guarantor, the Lenders party thereto from time to time, Wilmington Trust, National Association, as Administrative Agent and Collateral Agent and TCG Senior Funding L.L.C., as Sole Lead Arranger and Sole Bookrunner.

“Credit Documents” has the meaning set forth in the Credit Agreement.

“Credit Parties” shall mean the Company and Urban One Entertainment SPV, LLC, in their capacities as Credit Parties under the Credit Documents.

“Excess Cash” means, as of any date, the excess of (a) (i) all cash held by or in an account of the Company on such date and (ii) cash proceeds readily attainable through the conversion of liquid assets held by or in an account of the Company on such date into cash at prevailing market rates, over (b) the amount of cash and liquid assets determined by the Operating Committee or the Treasurer to be reasonably necessary for the operation of the business and the maintain of reasonable working capital levels for the business.

“Fiscal Year” shall mean the fiscal year of the Company ending on December 31 of each calendar year.

“Gaming Authority” means any federal, state, local or other governmental, regulatory and administrative agency, authority, board, commission or instrumentality with regulatory, licensing or permitting authority or jurisdiction over the Company and its gaming operations.

“Gaming Laws” means those laws, statutes, rules, regulations, codes and ordinances, and any administrative or judicial orders, determinations or decrees, pursuant to which any Gaming Authority possesses or asserts regulatory, licensing or permitting authority over the Company and its gaming operations.

“Gaming Licenses” means all licenses, permits, approvals, authorizations, registrations, consents, rulings, findings of suitability, franchises, entitlements, waivers and exemptions issued by any Gaming Authority under applicable Gaming Laws.

“Indemnified Persons” has the meaning set forth in Section 21(a).

“Independent Manager” means a natural Person who, (i) is not a stockholder or other equity interest holder (whether direct, indirect or beneficial), significant customer, advisor, service provider or supplier of any of Urban One or any of its Affiliates, or a Class A Member, or any of their respective Affiliates (provided that indirect stock or other equity interest ownership of any such Person through a mutual fund or similar diversified investment pool shall be permitted); (ii) is not and has not been at any time in the past, an officer, manager, employee or director of Urban One or any of its Subsidiaries; (iii) is not a member of the Immediate Family of a Person referred to in clauses (i) and (ii); (iv) is not a trustee, conservator or receiver of Urban One or any of its Subsidiaries; and (v) is a Person acceptable to the Required Lenders.

“Managers” means the Persons appointed and accepting appointment as Managers from time to time by the Class A Members, including the Independent Manager, in their capacity as Managers of the Company. Each Manager is hereby designated as a “manager” of the Company within the meaning of Section 18-101(10) of the Act.

“Material Action” means to:

- (i) take any action that would reasonably be expected to result in a Default or Event of Default under the Credit Documents;
- (ii) subject to and without limitation of Section 31, take any corporate or company action which would or may (subject to the obtaining of any consent, approval, or authorization) result in the breach, substitution, alteration or amendment of this Agreement or any other organizational document of the Company;

(iii) file or consent to, or commence any action or take any step in relation to, any Bankruptcy Event of the Company or any of its Subsidiaries, including by the filing of any bankruptcy, insolvency or reorganization petition under any applicable law in any jurisdiction (whether inside or outside of the United States) relating to bankruptcy or insolvency naming the Company or any of its Subsidiaries as debtor or otherwise institute bankruptcy or insolvency proceedings by or against the Company or any of its Subsidiaries or otherwise seek with respect to the Company or any of its Subsidiaries relief under any laws relating to the relief from debts, insolvency, bankruptcy, or the protection of debtors generally (including, without limitation, by way of voluntary arrangement, scheme of arrangement or otherwise);

(iv) seek or consent to the appointment of a receiver, administrative receiver, liquidator, administrator, conservator, assignee, trustee, compulsory manager, sequestrator, custodian or any other similar official for the Company or a substantial portion of any of its assets or property;

(v) make, or consent to, any assignment for the benefit of the Company's creditors;

(vi) make any composition, compromise or arrangement for the benefit of one or more the Company's creditors;

(vii) file or consent to the filing of any petition relating to the liquidation, suspension of payments, moratorium of indebtedness, wind-up, or dissolution of, in each case, the Company;

(viii) elect not to present a defense to the filing of any petition, or commencement of any proceeding, against the Company of the type contemplated under clauses (iii), (iv), (v) or (vii) above;

(ix) admit in writing the Company's inability to pay its debts as they become due;

(x) close down any business operation of the Company;

(xi) declare or pay any dividend or make any distribution or make any return to members or shareholders of a capital nature including any distribution out of capital profits or capital reserves or out of profits or reserves arising from a distribution of capital profits or capital reserves by the company, in each case, to the extent prohibited by the Credit Documents;

(xii) capitalize any undistributed profits (whether or not the same are available for distribution and including profits standing to any reserve) or any sum standing to the credit of any share premium account or any capital redemption reserve of the company, in each case, to the extent prohibited by the Credit Documents or inconsistent with the Company's limited purpose (as set forth in Section 7) or this Agreement;

(xiii) sell, exchange, lease, transfer, license, acquire, or exercise any rights related to, any assets, business or undertakings of the Company (including with respect to any calls or puts), in each case, to the extent prohibited by the Credit Documents or inconsistent with the Company's limited purpose (as set forth in Section 7) or this Agreement;

(xiv) purchase or acquire any asset or business from any other Person to the extent prohibited by the Credit Documents or inconsistent with the Company's limited purpose (as set forth in Section 7) or this Agreement;

(xv) incur any loan, debt or indebtedness to the extent prohibited by the Credit Documents or inconsistent with the Company's limited purpose (as set forth in Section 7) or this Agreement;

(xvi) make any direct or indirect advance, loan or other extension of credit (including by way of guarantee or similar arrangement) or give any indemnity to the extent prohibited by the Credit Documents or inconsistent with the Company's limited purpose (as set forth in Section 7) or this Agreement;

(xvii) create or permit any security interest over any asset of the Company to exist to the extent prohibited by the Credit Documents or inconsistent with the Company's limited purpose (as set forth in Section 7) or this Agreement;

(xviii) undertake any obligations with any Affiliate which is not wholly owned, directly or indirectly, by the Company to the extent prohibited by the Credit Documents or inconsistent with the Company's limited purpose (as set forth in Section 7) or this Agreement;

(xix) increase or reclassify the membership interests of the Company or issue any additional membership interests of or in the Company;

(xx) make Investments to the extent prohibited by the Credit Documents or inconsistent with the Company's limited purpose (as set forth in Section 7) or this Agreement;

(xxi) form or acquire subsidiaries to the extent prohibited by the Credit Documents or inconsistent with the Company's limited purpose (as set forth in Section 7) or this Agreement;

(xxii) petition for or consent to substantive consolidation of the Company with any other Person;

(xxiii) subject to and without limitation of Section 31, modify, alter, supplement, or amend this Agreement;

(xxiv) engage in any business activity other than the limited activities provided in Section 7; or

(xxv) file, support, consent to, or commence any action, or take any step in furtherance of, any challenge or opposition to any of the rights of any of the Agents, Lenders or other Secured Creditors with respect to any of the Obligations; provided, however that the foregoing shall not include any such actions or steps that arise as the result of a good faith disagreement or difference in views regarding the interpretation of any such rights, including, without limitation, whether a Participation Interest Fall-Away Event or Premium Payment Trigger Event has occurred.

“Member” has the meaning set forth in the preamble to this Agreement.

“Officer” means an officer of the Company described in Section 11.

“Person” means any natural person, corporation, business trust, joint venture, association, company, partnership, limited liability company, joint stock company, trust, unincorporated organization, Governmental Authority or other entity.

“Subsidiary” shall mean, with respect to any specified Person: (i) any corporation, association, limited liability company or other business entity (other than a partnership) of which more than 50% of the total voting power of Voting Stock is at the time owned or controlled, directly or through another Subsidiary, by that Person or one or more of the other Subsidiaries of that Person (or a combination thereof) and (ii) any partnership (a) the sole general partner or the managing general partner of which is such Person or a Subsidiary of such Person or (b) the only general partners of which are that Person or one or more Subsidiaries of that Person (or any combination thereof), or (c) as to which such Person and its Subsidiaries are entitled to receive more than 50% of the assets of such partnership upon its dissolution.

“Urban One” shall mean Urban One, Inc., a Delaware corporation.

“Urban One Entity” shall mean each of Urban One and its Subsidiaries, other than the Credit Parties.

B. Rules of Construction. Definitions in this Agreement apply equally to both the singular and plural forms of the defined terms. In the Agreement, the words “include” and “including” shall be deemed to be followed by the phrase “without limitation.” In the Agreement, the terms “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Section, paragraph or subdivision. The Section titles in the Agreement appear as a matter of convenience only and shall not affect the interpretation of this Agreement. In the Agreement, all Section, paragraph, clause, Exhibit or Schedule references not attributed to a particular document shall be references to such parts of this Agreement. All references to any agreement shall include such agreement as it may be amended, supplemented or otherwise modified from time to time hereafter in accordance with its terms.

SCHEDULE B

Members and Member Interests

Class A Member

Name	Mailing Address	Membership Interest (Percentage of Class)
Urban One, Inc.	1010 Wayne Avenue, 14th Floor, Silver Spring, Maryland 20910	100%

Class B Member

Name	Mailing Address	Membership Interest (Percentage of Class)
Stichting Urban One Entertainment	Prins Bernhardplein 200, 1097JB Amsterdam, The Netherlands	100%

SCHEDULE C

Managers

1. Catherine L. Hughes
2. Alfred C. Liggins, III
3. [Y] (Independent Manager)

SCHEDULE D

Officers

Name	Title
Alfred C. Liggins, III	President
Peter D. Thompson	Vice President and Chief Financial Officer

EXHIBIT A

Independent Manager Agreement

[DATE]

[]
Re: Independent Manager Agreement — Radio One Entertainment Holdings, LLC

Ladies and Gentlemen:

For good and valuable consideration, the undersigned, who has been designated as an Independent Manager of Radio One Entertainment Holdings, LLC, a Delaware limited liability company (the "Company"), in accordance with the Amended and Restated Limited Liability Company Agreement of the Company, dated as of December 19, 2018, as it may be amended, restated, supplemented or otherwise modified from time to time (the "LLC Agreement"), hereby agree as follows:

Section 1. The undersigned accepts such Person's rights and authority as an Independent Manager under the LLC Agreement and agrees to perform and discharge such Person's duties and obligations as a Manager under the LLC Agreement, and further agrees that such rights, authorities, duties and obligations under the LLC Agreement shall continue until such Person's successor as an Independent Manager is designated or until such Person's resignation or removal as an Independent Manager in accordance with the LLC Agreement. The undersigned agrees and acknowledges that it has been designated as an "Independent Manager" of the Company within the meaning of the LLC Agreement.

Section 2. Until the date that is one year and one day after the date upon which the Credit Agreement has been terminated in accordance with its terms and all amounts due and owing thereunder have been indefeasibly paid in full, each of the undersigned agrees, solely in its capacity as a creditor of the Company on account of any indemnification or other payment owing to the undersigned by the Company, not to acquiesce, petition or otherwise invoke or cause the Company to invoke the process of any court or Governmental Authority for the purpose of commencing or sustaining an involuntary case against the Company under any federal or state bankruptcy, insolvency or similar law or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of the Company or any substantial part of the property of the Company, or ordering the winding up or liquidation of the affairs of the Company.

Section 3. THIS INDEPENDENT MANAGER AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, AND ALL RIGHTS AND REMEDIES SHALL BE GOVERNED BY SUCH LAWS WITHOUT REGARD TO CONFLICT OR CHOICE OF LAW PRINCIPLES THAT WOULD CAUSE THE APPLICATION OF THE INTERNAL LAWS OF ANY OTHER JURISDICTION.

Capitalized terms used and not otherwise defined herein have the meanings set forth in the LLC Agreement.

This Independent Manager Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Independent Manager Agreement and all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the undersigned has executed this Independent Manager Agreement as of the day and year first above written.

Independent Manager

Accepted and agreed as of
the date first above written:

RADIO ONE ENTERTAINMENT HOLDINGS, LLC

By: _____
Name:
Title:

Maryland Department of Assessments and Taxation
Charter Division
LIMITED LIABILITY COMPANY REGISTRATION
(For non-Maryland Limited Liability Company)
 (Filing fee \$100)

This document must be accompanied by written proof of existence from the home state, equivalent of a Certificate of Good Standing.

1. Full legal name in home jurisdiction: Urban One Entertainment SPV, LLC

2. Name it will use in Maryland if different from above:
 (Must include "Limited Liability Company" or "LLC")
3. State of Formation: Delaware
4. Date of Formation: 10/4/2018
5. Principal Office Address: 1010 Wayne Avenue, 14th Flr., Silver Spring, MD 20910
6. Nature of Business in Maryland: Holding company for investment and any other lawful purpose

7. Name and Address (No P.O. Boxes) of Resident Agent for Service of Process in Maryland:
CSC-Lawyers Incorporating Service Company 7 St. Paul Street, Suite 820, Baltimore, MD 21202
 If no Resident Agent in Maryland is named or if the Agent cannot be found or served, this Department is appointed as Resident Agent of this Limited Liability Company.

Has this Limited Liability Company done business in Maryland prior to this registration?

Yes No (If yes, an additional \$200 penalty must accompany this registration)

 (Signed: Authorized Person)

I hereby consent to my designation in this document as resident agent for this Limited Liability Company.

 (Signed: Resident Agent)

Revised: June 2018

MARYLAND STATE DEPARTMENT OF ASSESSMENTS & TAXATION



301 WEST PRESTON STREET, BALTIMORE, MARYLAND 21201-2395

		
--	---	--

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
URBAN ONE ENTERTAINMENT SPV, LLC

Dated as of December 19, 2018

TABLE OF CONTENTS

Section 1.	Organization and Name	1
Section 2.	Principal Business Office	1
Section 3.	Registered Office	2
Section 4.	Registered Agent	2
Section 5.	Members and Member Interests	2
Section 6.	Certificate of Formation; Licensing and Qualification; Existence	3
Section 7.	Limited Purposes	4
Section 8.	Powers	5
Section 9.	Management	5
Section 10.	Independent Manager	10
Section 11.	Officers and Managers	11
Section 12.	Compliance with Gaming Laws	13
Section 13.	Limited Liability	13
Section 14.	Capital Contributions	13
Section 15.	Additional Contributions	13
Section 16.	Allocation of Profits and Losses	14
Section 17.	Distributions	14
Section 18.	Fiscal Year; Books and Records	14
Section 19.	Tax Classification	14
Section 20.	Other Business	14
Section 21.	Exculpation and Indemnification	15
Section 22.	Registration and Transfers	16
Section 23.	Resignation	17
Section 24.	Admission of Additional Members	18
Section 25.	Dissolution, Winding-Up and Termination; Continuation	18
Section 26.	Waiver of Partition; Nature of Interest	19
Section 27.	Benefits of Agreement; Third-Party Rights	19
Section 28.	Severability of Provisions	19
Section 29.	Entire Agreement	19
Section 30.	Governing Law	19
Section 31.	Amendments	19
Section 32.	Counterparts	20
Section 33.	Non-Contravention of Credit Documents	20
Section 34.	Notices	20
Section 35.	Binding Agreement	20
Section 36.	Effectiveness	20

SCHEDULE A – Definitions

SCHEDULE B – Members and Member Interests

SCHEDULE C – Managers

SCHEDULE D – Officers

EXHIBIT A – Independent Manager Agreement

This Amended and Restated Limited Liability Company Agreement (together with the schedules attached hereto, and as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”) of Urban One Entertainment SPV, LLC, a Delaware limited liability company (the “Company”), dated as of December 19, 2018, is entered into by Radio One Entertainment Holdings, LLC, a Delaware limited liability company (the “Initial Member”), as the sole member of the Company prior to the execution and delivery of this Agreement, and from and after the execution and delivery of this Agreement, the Class A Member (together with any other Class A Member admitted to the Company in accordance with Section 24 hereof, the “Class A Members” and each, a “Class A Member”) and Stichting Urban One Entertainment, a foundation incorporated under the laws of the Netherlands (“Stichting Urban One Entertainment”) as a Class B Member (together with any permitted successor or assign, the “Class B Member” and, together with the Class A Members, the “Members” and each, a “Member”). This Agreement amends and restates in its entirety the Limited Liability Company Agreement of the Company dated as of October 8, 2018, save for the Renouncement of Interest by Authorized Person set forth on the signature page thereof, which shall remain in full force and effect to the same extent as if set forth directly herein. Capitalized terms used and not otherwise defined herein (including all schedules and exhibits hereto) have the meanings set forth in the Credit Agreement.

WITNESSETH:

WHEREAS, the Initial Member, as the sole member of the Company, entered into a Limited Liability Company Agreement, dated as of October 8, 2018 (the “Original Agreement”) to set forth the Member’s rights and obligations and other matters with respect to the Company.

WHEREAS, the Initial Member desires to (i) amend and restate the Original Agreement to modify the rights and obligations of the Company, (ii) create two classes of Member interests, (iii) admit Stichting Urban One Entertainment as a Class B Member and issue a Class B Member interest thereto, and (iv) give effect to such other terms and provisions as are set forth in this Agreement.

NOW, THEREFORE, the parties hereto, desiring to enter into this Agreement pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C. § 18-101 et seq.), as amended from time to time (the “Act”), do hereby agree as follows:

Section 1. Organization and Name. The Company was organized as a limited liability company pursuant to Section 18-201 of the Act by the filing of the Certificate of Formation of the Company (the “Certificate”) with the Secretary of State of the State of Delaware on October 4, 2018. The name of the limited liability company is Urban One Entertainment SPV, LLC.

Section 2. Principal Business Office. The principal business office of the Company shall be located at 1010 Wayne Avenue, 14th Floor, Silver Spring, Maryland 20910, or such other location as may hereafter be determined by the Class A Members.

Section 3. Registered Office. The address of the registered office of the Company in the State of Delaware is c/o Corporation Service Company, 251 Little Falls Drive, City of Wilmington, New Castle County, Delaware 19808.

Section 4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company located at 251 Little Falls Drive, City of Wilmington, New Castle County, Delaware 19808.

Section 5. Members and Member Interests.

(a) Admission of Members; Addresses. Upon the execution of a counterpart signature page to this Agreement on behalf of Stichting Urban One Entertainment by a duly authorized officer thereof, and for good and valuable consideration, the receipt and sufficiency of which shall be deemed acknowledged by each of the undersigned, Stichting Urban One Entertainment shall be admitted as a Class B Member of the Company. The mailing address of each Member is set forth on Schedule B attached hereto.

(b) Replacement Class B Member. No Class B Member of the Company may resign from the Company or transfer his or her rights or obligations as a Class B Member unless a successor Class B Member has been admitted to the Company as a Class B Member by executing a counterpart to this Agreement. However, upon the occurrence of any event that causes all Class A Members and the Class B Member to cease to be Members of the Company, the Independent Manager shall, without any action of any Person and simultaneously with the last then existing Class A Member or Class B Member ceasing to be a Member of the Company, automatically be admitted to the Company as a Class B Member and the Company shall continue without dissolution. Prior to the occurrence of any such event, no Person acting as an Independent Manager shall be a member of the Company nor shall such Person have any rights or obligations under this Agreement, except (a) his or her duties and obligations as an Independent Manager pursuant to this Agreement and (b) his or her obligation to become a Class B Member and be admitted to the Company upon the occurrence of the conditions specified in the preceding sentence. As soon as practicable following his or her appointment as a Class B Member in accordance with the foregoing, such Class B Member, who at such time shall also be serving as Independent Manager (in such capacity, the "Outgoing Independent Manager") shall appoint a Person satisfying the requirements therefore, as set forth herein, to succeed him or her as the Independent Manager (such Person, in such capacity, the "Successor Independent Manager"). Immediately upon such appointment and acceptance thereof by the Successor Independent Manager, the Outgoing Independent Manager shall cease to be an Independent Manager (but shall remain as a Class B Member). Each Person acting as an Independent Manager pursuant to Section 10, by executing this Agreement in his or her capacity as Independent Manager, shall agree, without further action on his or her part, to accept appointment as a Class B Member upon the circumstances set forth herein.

(c) Class A Member Interests. A Class A Member shall be a Member of the Company with all the rights and privileges of a Member granted pursuant to the Act and as set forth in this Agreement, except, in each case, as specifically limited in this Agreement.

(d) Class B Member Interests. A Class B Member shall be a Member of the Company that has no interest in the profits, losses or capital of the Company and has no right to receive any distributions of Company property. Pursuant to Section 18-301 of the Act, a Class B Member shall not be required to make any capital contributions to the Company. A Class B Member, in his or her capacity as Class B Member, may not bind the Company and, except as required by any mandatory provision of the Act, a Class B Member, in his or her capacity as Class B Member, shall have no right to vote on, approve or otherwise consent to any action by, or matter relating to, the Company, except with respect to any Class B Approval Event, as specifically set forth herein.

(e) Uncertificated Interests. All Member interests in the Company shall be uncertificated.

(f) Quorum; Acts of Members. Except as otherwise provided in any other provision of this Agreement and subject to and without limitation of Section 9(j), meetings of Members shall mean meetings of the Class A Members. Except as otherwise provided in any other provision of this Agreement and subject to and without limitation of Section 9(j), at all meetings of Members, Persons holding a majority of the Class A Member interests shall constitute a quorum for the transaction of business and, except as otherwise provided in any other provision of this Agreement, and subject to and without limitation of Section 9(j), the act of a majority of the Class A Member interests present at any meeting of Members shall be the act of the Members. If a quorum shall not be present at any meeting of Members, a majority of the Members present at such meeting may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. Any action required or permitted to be taken at any meeting of Members may be taken without a meeting if all Class A Members, and, in the case of any Class B Approval Event, the Class B Member, consent thereto in writing.

Section 6. Certificate of Formation; Licensing and Qualification; Existence.

(a) Certificate of Formation. The delivery and filing of the Certificate of Formation with the Secretary of State of the State of Delaware are hereby ratified and confirmed in all respects.

(b) Licensing and Qualification. Each Class A Member, each Operating Manager (as defined below), and each Officer, is hereby authorized to execute, deliver and file any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business or obtain any licenses necessary or advisable in any other jurisdiction in which the Company may wish to conduct business and all such filings made prior to the date hereof are hereby ratified.

(c) Existence. The existence of the Company as a separate legal entity shall continue until cancellation of the Certificate of Formation as provided in the Act.

Section 7. Limited Purposes.

(a) Purposes. The purposes to be conducted or promoted by the Company shall be solely:

(i) to be operated to preserve (A) the separateness of the Company from the business and affairs of each Urban One Entity, each Member, each Affiliate of any of the foregoing, and each other Person and (B) until one year and one day after the termination of the Credit Agreement in accordance with its terms and the full and final satisfaction by the Company of all of its obligations under the Credit Documents, the special purpose, bankruptcy remote status of the Company;

(ii) to engage in the activities described in Section 7(b);

(iii) to acquire, own, hold, sell and transfer its member interest in MGM National Harbor, LLC, a Nevada limited liability company, and to receive dividends or distributions therefrom, and to make capital contributions with respect thereto from time to time; provided, that, at all times until the Credit Agreement has been terminated in accordance with its terms and all amounts due and all obligations of the Company under the Credit Documents have been fully and finally satisfied, such activities shall be as permitted under the Credit Documents;

(iv) to make distributions from time to time to its members; provided, that, at all times until the Credit Agreement has been terminated in accordance with its terms and all amounts due and all obligations of the Company under the Credit Documents have been fully and finally satisfied, such distributions shall be as permitted under the Credit Documents;

(v) to otherwise enter into, perform its obligations under and take any action required or permitted by, the Credit Documents and all documents, agreements, certificates, financing statements or instruments contemplated thereby or related thereto;

(vi) to apply for, obtain and maintain any authorizations, licenses, permits and approvals required under Gaming Laws that are necessary or advisable to accomplish any of the foregoing purposes; and

(vii) to engage in and perform any lawful act or activity and to exercise any powers permitted to limited liability companies organized under the laws of the State of Delaware that are related or incidental to, and necessary, convenient or advisable for, the accomplishment of the above mentioned purposes.

(b) Execution of Credit Documents. The Company is hereby authorized to execute, deliver and perform, by or through any Class A Member or any Manager or Officer acting on behalf of the Company, and each is hereby authorized to execute and deliver, the Credit Documents to which the Company is a party and all documents, agreements, certificates, financing statements or instruments contemplated thereby or related thereto, all without any further act, vote or approval of any other Person notwithstanding any other provision of this Agreement, the Act or applicable law, rule or regulation. The foregoing authorization shall not be deemed a restriction on the powers of the Class A Members or any Operating Manager or Officer to enter into other agreements or documents on behalf of the Company, each to the extent consistent with and related or incidental to, or necessary, convenient or advisable for, the accomplishment of the permitted purposes set forth in clause (a) above.

Section 8. Powers. Subject to and without limitation of Section 9(j), the Company shall have all of the powers and rights conferred upon limited liability companies formed pursuant to the Act necessary, convenient or incidental to accomplish the purposes of the Company set forth in Section 7.

Section 9. Management.

(a) Board of Managers. Subject to and without limitation of Section 9(j) and Section 10, the business and affairs of the Company shall be managed by or under the direction of a Board of Managers. The Board of Managers shall comprise one or more unrestricted Managers (each, an “Operating Manager”) and, at all times until the Credit Agreement has been terminated in accordance with its terms and all amounts due and all obligations of the Company under the Credit Documents have been fully and finally satisfied, at least one restricted Manager meeting the qualifications set forth in Section 10 hereof (each, an “Independent Manager”). Subject to the immediately preceding sentence, the Class A Members may determine at any time, in their sole and absolute discretion, the number of Managers to constitute the Board of Managers. The authorized number of Managers may be increased or decreased by the Class A Members at any time in their sole and absolute discretion, upon notice to all Managers, and, subject in all cases, to the requirements of this Section 9(a). The initial number of Operating Managers shall be two (2) and the initial number of Independent Managers shall be one (1). Each Manager elected, designated or appointed by the Class A Members shall hold office until a successor is elected and qualified or until such Manager’s earlier death, resignation, expulsion or removal (or, in the case of an Independent Manager, replacement by a Successor Independent Manager following succession as a Class B Member in accordance with Section 5(b) hereof); provided that in the event that an Independent Manager resigns or is otherwise removed from its position as Independent Manager, a replacement Independent Manager shall be appointed as set forth in Section 10. Each Independent Manager shall execute and deliver an Independent Manager Agreement substantially in the form of Exhibit B attached hereto. A Manager need not be (and, in the case of the Independent Member (other than in accordance with Section 5(b) hereof) may not be) a Member of the Company. The initial Managers designated by the Member are listed on Schedule C attached hereto.

(b) Powers. The Board of Managers shall have the power to do any and all acts necessary, convenient or incidental to, or for the furtherance of, the purposes described herein, including all powers, statutory or otherwise, and to bind the Company.

(c) Meetings of the Board of Managers. The Board of Managers may hold meetings, both regular and special, within or outside the State of Delaware. Regular meetings of the Board of Managers may be held without notice at such time and at such place as shall from time to time be determined by the Board of Managers. Special meetings of the Board of Managers may be called by the President on not less than one day’s notice to each Operating Manager (and, if any matter referred to in Section 9(j) is to be voted upon at such meeting, each Independent Manger) by telephone, facsimile, mail, telegram or any other means of communication.

(d) Quorum; Acts of the Board of Managers. Except as otherwise provided in any other provision of this Agreement and subject to and without limitation of Section 9(j), at all meetings of the Board of Managers or any committee thereof, a majority of the Operating Managers or members of such committee, as applicable, shall constitute a quorum for the transaction of business and, except as otherwise provided in any other provision of this Agreement, and subject to and without limitation of Section 9(j), the act of a majority of the Operating Managers present at any meeting of the Board of Managers or any committee thereof at which there is a quorum shall be the act of the Board of Managers or such committee, as applicable. If a quorum shall not be present at any meeting of the Board of Managers or any committee thereof, a majority of the Managers present at such meeting may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. Any action required or permitted to be taken at any meeting of the Board of Managers or of any committee thereof may be taken without a meeting if all Operating Managers or committee members (and, in the case of any Material Action, all Independent Managers), consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Managers or applicable committee, as the case may be. For the avoidance of doubt, and notwithstanding anything in this Agreement to the contrary, except as required by applicable Gaming Laws, the Board of Managers or any committee thereof may not consent to or support any Material Action, and the Company may not take any Material Action, until an Independent Manager has (i) been appointed in accordance with the requirements of this Agreement and the Credit Documents, (ii) been approved by the relevant Gaming Authorities to the extent required by applicable Gaming Laws and (iii) accepted his or her appointment as an Independent Manager by execution of an Independent Manager Agreement substantially in the form attached hereto as Exhibit A.

(e) Electronic Communications. Managers may participate in meetings of the Board of Managers or any committee of which they are members by means of telephone conference or similar communications equipment that allows all Persons participating in the meeting to hear each other, and such participation in a meeting shall constitute presence in person at the meeting. If all participants are participating in a meeting by telephone conference or similar communications equipment, such meeting shall be deemed to have been held at the principal place of business of the Company.

(f) Committees of Managers.

(i) There shall, at all times, be a committee of the Board of Managers that shall be referred to as the "Operating Committee," will shall consist of all of the Operating Managers. The Operating Committee shall have all of the rights and powers of, and shall act pursuant to the same requirements as, the Board of Managers, except that the Operating Committee may not, prior to the termination of the Credit Agreement in accordance with its terms and the full and final satisfaction by the Company of all of its obligations under the Credit Documents, vote with respect to, or otherwise authorize the taking by the Company of, any Material Action.

(ii) The Board of Managers, by resolution passed by a majority of the Operating Managers, may designate one or more additional committees, each such committee to consist of one or more Managers and may designate one or more Operating Managers as alternate members of any committee, who may replace any absent or disqualified regular members of such committee at any meeting of the committee.

(iii) In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not such members constitute a quorum, may unanimously appoint another Operating Manager to act at the meeting in the place of any such absent or disqualified member.

(iv) Any such committee, to the extent provided in a resolution of the Board of Managers, and subject, in all cases, to Section 9(j) and Section 10, shall have and may exercise all the powers and authority of the Board of Managers in the management of the business and affairs of the Company. 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 Managers. Each committee shall keep regular minutes of its meetings and report the same to the Board of Managers when required.

(g) Compensation of Managers; Expenses. The Board of Managers shall have the authority to fix the compensation of Managers. The Managers may be paid their expenses, if any, of attendance at meetings of the Board of Managers, which may be a fixed sum for attendance at each meeting of the Board of Managers or a stated salary as Manager. No such payment shall preclude any Operating Manager from serving the Company in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

(h) Removal of Managers. Unless otherwise restricted by law, any Manager (other than the Independent Manager) or the entire Board of Managers (other than the Independent Manager) may be removed or expelled, with or without cause, at any time by the Class A Members, and any vacancy caused by any such removal or expulsion may be filled by action of the Class A Members.

(i) Managers as Agents. To the extent of their powers set forth in this Agreement and subject to and without limitation of Section 9(j), the Managers are agents of the Company for the purpose of the Company's business, and the actions of the Managers taken in accordance with the powers set forth in this Agreement shall bind the Company.

(j) Limitations on Powers and Activities of the Company; Material Actions.

(i) This Section 9(j) is being adopted in order to comply with certain provisions required in order to qualify the Company as a "special purpose" entity.

(ii) Notwithstanding any other provision of this Agreement and any provision of law that otherwise so empowers the Company, the Members, the Board of Managers, any committee of the Board of Managers, any Officer, any Manager or any other Person or any group of Persons acting together, prior to the termination of the Credit Agreement in accordance with its terms and the full and final satisfaction by the Company of all of its obligations under the Credit Documents, no such Person or Persons, acting alone or together (including the Board of Managers or any committee thereof) shall be authorized or empowered, nor shall any of them permit the Company to, (a) without the unanimous prior written consent of all Members (including the Class B Member), take any action resulting in a Class B Approval Event and (b) without the unanimous prior written consent of the Board of Managers (including the affirmative vote of all Independent Managers), take any Material Action; it being understood that (a) any Material Action taken without obtaining such unanimous consent shall be null and void ab initio; and (b) the Class B Member's prior written consent shall not be required for any Material Action to the extent that the Class B Member has not been approved by any applicable Gaming Authority. In addition, prior to the termination of the Credit Agreement in accordance with its terms and the full and final satisfaction by the Company of all of its obligations under the Credit Documents, the Board of Managers may not vote on, or authorize the taking of, any Material Action, unless there is at least one (1) Independent Manager then serving in such capacity.

(iii) The Company shall do all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and limited liability company powers; provided, however, that the Company shall not be required to preserve any such right or limited liability company powers if the Board (including all of the Independent Managers) shall unanimously determine that the preservation thereof is no longer desirable for the conduct of the Company's business and that the loss thereof would not be disadvantageous in any material respect to the Company. The Company shall:

(A) maintain its books, financial records and accounts (including intercompany transaction accounts), including checking and other bank accounts, and custodian and other securities safekeeping accounts, separate and distinct from those of any Urban One Entity, any Member, any Affiliate of any of the foregoing, and from any other Person;

(B) maintain its books, financial records and accounts (including intercompany transaction accounts) in a manner so that it will not be difficult or costly to segregate, ascertain or otherwise identify its assets and liabilities separate and distinct from the assets and liabilities of any Urban One Entity, any Member, any Affiliate of any of the foregoing, and from any other Person;

(C) hold all of its own assets in its own name and not commingle any of its assets, funds or liabilities with the assets, funds or liabilities of any Urban One Entity, any Member, any Affiliate of any of the foregoing, or any other Person;

(D) observe all requisite organizational procedures and formalities, including the holding of meetings of the boards of directors or managers as required by its organizational documents, the recordation and maintenance of minutes of such meetings, and the recordation of and maintenance of resolutions adopted at such meetings;

(E) not be merged, amalgamated, consolidated, or substantively consolidated with or into, or sold (including having all or substantially all of its assets sold) or have its ownership interests transferred to, any Urban One Entity, any Member, any Affiliate of any of the foregoing, or any other Person (other than for financial reporting purposes to the extent required by GAAP; provided that any consolidated financial reporting clearly establishes or indicates the corporate separateness of the Company from Urban One, the other Urban One Entities and the Members);

(F) maintain an arm's length relationship with each Urban One Entity, each Member, and each Affiliate of any of the foregoing and ensure that all transactions, agreements and dealings between the Company, on one hand, and such Urban One Entity, such Member, or such Affiliate, on the other hand, as applicable (including, in each case, transactions, agreements and dealings pursuant to which the assets or property of one is used or to be used by the other), will reflect the separate identity and legal existence of the Company and be on terms and conditions substantially as favorable to the Company as would be obtainable by it at the time in a comparable arm's length transaction with a Person other than an Urban One Entity, a Member or an Affiliate, as applicable;

(G) ensure that transactions between the Company, on one hand, and any third parties, on the other hand, will be conducted in the name of the Company, as an entity separate and distinct from any Urban One Entity, any Member, or any Affiliate of any of the foregoing;

(H) not refer to any Urban One Entity or any representative of an Urban One Entity in any communication as a department or division or representative of the Company and not otherwise refer to such Urban One Entity or any representative of an Urban One Entity in a manner inconsistent with the Company's status as a separate and distinct legal entity;

(I) have a board of managers not identical to that of any Urban One Entity or Member;

(J) prepare, or cause to be prepared, and file all tax returns that the Company is required to file, if any, as required by applicable law and file with the appropriate taxing authorities all such returns in a manner required for the Company to be in compliance with any law governing the timely filing of such returns, and pay any taxes so required to be paid under applicable law;

(K) maintain separate financial statements in accordance with GAAP;

(L) except as contemplated by the Credit Documents and to the extent consistent with the Company's limited purpose (as set forth in Section 7) and this Agreement, not at any time hold out its credit or assets as being available to satisfy the obligations of others;

(M) not incur, create or assume any indebtedness to the extent prohibited by the Credit Documents or inconsistent with the Company's limited purpose (as set forth in Section 7) or this Agreement;

(N) not guarantee any obligation of any Person, including any Urban One Entity, any Member, or any Affiliate of any of the foregoing to the extent prohibited by the Credit Documents or inconsistent with the Company's limited purpose (as set forth in Section 7) or this Agreement;

(O) to the fullest extent permitted by law, not engage, directly or indirectly, in any business unless permitted by this Agreement and not prohibited by the Credit Documents;

(P) hold itself out at all times to the public and other Persons as a legal entity separate from each Urban One Entity, each Member, each Affiliate of any of the foregoing, and each other Person and promptly correct any known misunderstanding regarding its separate existence which arises in any written communication by or to the Company;

(Q) not reorganize, liquidate, dissolve or wind-up its affairs or enter into arrangements or accommodations related thereto; and

(R) allocate fairly and reasonably any overhead expenses that are shared with an Urban One Entity or a Class A Member, including for services performed by an employee of an Urban One Entity or a Class A Member in a manner consistent with its status as a separate and distinct legal entity; provided that the aggregate amount of all such allocated overhead expenses in any Fiscal Year shall not exceed \$100,000.

(iv) Separate Identity; Limited Liability. Failure of the Company, or the Members or the Board of Managers on behalf of the Company, to comply with the foregoing covenants or any other covenants set forth herein, shall not affect the status of the Company as a separate legal entity or the limited liability of the Members or Managers.

Section 10. Independent Manager. At all times prior to the termination of the Credit Agreement in accordance with its terms and the full and final satisfaction by the Company of all of its obligations under the Credit Documents, the Company shall, in accordance with the provisions of this Agreement and the Credit Documents, have at least one (1) Independent Manager. In the event that, at any time, no Person is duly appointed in accordance with this Agreement and the Credit Documents and serving as an Independent Manager, the Class A Members shall, subject to the provisions of this Agreement and the Credit Agreement, as soon as practicable, appoint as Independent Manager a Person satisfying the qualifications therefore. To the fullest extent permitted by law, including, without limitation, Section 18-1101(c) of the Act, the Independent Manager(s) shall consider the interests of the Company, and its creditors, in acting or otherwise voting on any matter provided for in this Agreement; provided, however, that nothing contained in this sentence or in this Agreement shall in any way restrict the Company's ability to make distributions to the extent such distributions are not prohibited by the Act. At all times prior to the termination of the Credit Agreement in accordance with its terms and the full and final satisfaction by the Company of all of its obligations under the Credit Documents, no resignation or removal of the Independent Manager, and no appointment of any successor Independent Manager at any time when such resignation or removal would leave the Company without any Independent Managers, shall be effective until a successor Independent Manager (i) shall have been approved by the relevant Gaming Authorities to the extent required by applicable Gaming Laws, (ii) shall have accepted his or her appointment as an Independent Manager by execution of an Independent Manager Agreement substantially in the form attached hereto as Exhibit A and (iii) shall have executed a counterpart to this Agreement as required by Section 5(b). At all times prior to the termination of the Credit Agreement in accordance with its terms and the full and final satisfaction by the Company of all of its obligations under the Credit Documents, in the event no Person meeting the qualifications therefore, as set forth in the definition of "Independent Manager" herein, is then holding the position of Independent Manager, the Board of Managers shall, as soon as practicable, appoint a successor Independent Manager and until such vacancy is filled, the Board of Managers shall be prohibited from voting on any Material Action. All right, power and authority of the Independent Manager shall be limited to the extent necessary to exercise those rights, and perform those duties, of the Independent Manager specifically set forth in this Agreement. No Independent Manager shall, at any time, serve as trustee in bankruptcy for any Affiliate of the Company. Notwithstanding any other provision of this Agreement to the contrary, each Independent Manager, in its capacity as Independent Manager, may only act, vote or otherwise participate in those matters relating to Material Actions. The Independent Manager shall not delegate his or her duties, authorities or responsibilities hereunder. Each Independent Manager shall be permitted to engage an independent advisor and outside counsel, in each case, of its own choosing in connection with evaluating any of the Material Actions. Notwithstanding anything herein to the contrary, neither the Company nor the Independent Manager shall be permitted to rely upon the advice of counsel to any Urban One Entity with respect to any Material Actions.

Section 11. Officers and Managers.

(a) Officers. The Officers of the Company may consist of a President, Secretary, Treasurer and one or more Vice Presidents, Assistant Vice Presidents, Assistant Secretaries and Assistant Treasurers. Any number of offices may be held by the same Person and any such Person may also be a Member (other than an Independent Member) or a Manager (other than an Independent Manager) of the Company. Officers shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Operating Committee. The salaries of all Officers and agents of the Company shall be fixed by, or in the manner prescribed by, the Operating Committee. Any Officer may be removed at any time, with or without cause, by the affirmative vote of a majority of the Operating Committee. The Officers of the Company on the date hereof shall be as set forth on Schedule D attached hereto.

(b) President and Vice Presidents. The President shall be the chief executive officer of the Company, shall preside at all meetings of the Board of Managers and the Operating Committee and shall have direct charge of all business operations of the Company and, subject to the control of the Board of Managers and the Operating Committee, shall have general charge and supervision of the business of the Company. The President or any other Officer authorized by the President, the Board of Managers or the Operating Committee shall execute all bonds, mortgages and other contracts on the Company's behalf, except (i) where required or permitted by law or this Agreement to be otherwise signed and executed, including Section 7(b), (ii) where signing and execution thereof shall be expressly delegated by the Board of Managers or the Operating Committee to some other Officer or agent of the Company and (iii) as otherwise permitted by Section 11(c). Any Vice Presidents of the Company shall have duties as shall be designated from time to time by the Board of Managers or the Operating Committee or the President.

(c) Secretary and Assistant Secretaries. The Secretary shall be responsible for filing legal documents and maintaining records for the Company. The Secretary or Assistant Secretary shall attend all meetings of the Board of Managers and the Operating Committee and record all the proceedings of the meetings of the Company, the Board of Managers and the Operating Committee 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 shall cause to be given, notice of all meetings of the Members or any class thereof, if any, and special meetings of the Board of Managers, and shall perform such other duties as may be prescribed by the Board of Managers, the Operating Committee or the President, under whose supervision the Secretary shall serve. The Secretary shall have such other duties and powers as may from time to time be designated by the Board of Managers, the Operating Committee or the President. Any Assistant Secretaries shall have such duties and powers as shall be designated from time to time by the Board of Managers, the Operating Committee or the President.

(d) Treasurer and Assistant Treasurers. Unless the Board of Managers (other than the Independent Manager) otherwise specifies, the Treasurer shall be the chief financial officer of the Company and shall be in charge of its funds and valuable papers and shall have such other duties and powers as may be designated from time to time by the Board of Managers (other than the Independent Manager) or the President. Any Assistant Treasurers of the Company shall have such duties and powers as shall be designated from time to time by the Board of Managers (other than the Independent Manager), the Operating Committee or the President.

(e) Officers as Agents. The Officers, to the extent of their powers set forth in this Agreement or otherwise vested in them by action of the Board of Managers or the Operating Committee not inconsistent with this Agreement, are agents of the Company for the purpose of the Company's business and, subject to and without limitation of Section 9(j), the actions of the Officers taken in accordance with such powers shall bind the Company.

(f) Fiduciary Duties of Managers and Officers. Except to the extent otherwise provided herein, each Manager (subject at all times, in the case of the Independent Manager, to the third sentence of Section 10 hereof) and Officer shall have a fiduciary duty of loyalty and care identical to that of directors and officers of business corporations organized under the General Corporation Law of the State of Delaware, as amended.

(g) Nonpetition by Officers and Managers. Until the date that is one year and one day after the date upon which the Credit Agreement is terminated in accordance with its terms and the obligations of the Company under the Credit Documents have been fully and finally satisfied, each Officer and Manager shall agree, on account of any indemnification or other payment owing to such Officer or Manager by the Company under Section 20 or any payment otherwise owing to such Officer or Manager from the Company, not to acquiesce, petition or otherwise invoke or cause the Company to invoke the process of any court or Governmental Authority for the purpose of commencing or sustaining an involuntary case against the Company under any federal or state bankruptcy, insolvency or similar law or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of the Company or any substantial part of the property of the Company, or ordering the winding up or liquidation of the affairs of the Company. Each Officer and Manager shall be deemed to have consented to (a) the provisions of this Section 11(g) by accepting an appointment as an Officer or Manager, as applicable, and (b) the Company and each of the Class A Members shall have the right to enforce the provisions of this Section 11(g).

Section 12. Compliance with Gaming Laws. Notwithstanding anything to the contrary set forth herein, at all times that the Company is licensed by or registered with any Gaming Authority or is otherwise subject to Gaming Laws:

(a) (i) the appointment of any Manager or Officer of the Company and (ii) the rights of the Class B Member hereunder to vote on, or consent, to any action outside of a Bankruptcy Event, in each case, shall be subject to applicable Gaming Laws and the receipt of any required Gaming Licenses;

(b) any Manager or Officer of the Company shall be immediately removed from office if such officer is determined either by a Gaming Authority or by the Member to be unsuitable or disqualified to serve as an officer of the Company;

(c) no membership or other interest in the Company shall be issued, transferred, assigned, hypothecated or pledged in any manner whatsoever, and no Person shall be admitted as a new or substitute Member, except in compliance with applicable Gaming Laws and upon the receipt of any required Gaming Licenses; and

(d) any Person holding or acquiring a membership or other interest shall comply with all applicable Gaming Laws and the suitability and other standards, qualifications and requirements of any applicable Gaming Authority.

For the avoidance of doubt, the Class B Member shall be obligated to pay all costs and expenses of the Company and/or the Class A Member incurred in connection with any application and/or approval process undertaken by the Class B Member with respect to any applicable Gaming Authority.

Section 13. Limited Liability. Except as otherwise expressly provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be the debts, obligations and liabilities solely of the Company, and no Member or Manager shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member or Manager of the Company.

Section 14. Capital Contributions. The Class A Members have made, and shall make, capital contributions to the Company of cash, property or services as from time to time determined by the Class A Members. No Class B Member shall be required or permitted to make any capital contributions to the Company.

Section 15. Additional Contributions. No Class A Member is required to make any additional capital contribution to the Company. However, Class A Members may make additional capital contributions to the Company at any time if, and on terms approved by, all of the Class A Members. Schedule B of this Agreement shall be revised from time to time to the extent that a Class A Member makes an additional capital contribution to the Company. The provisions of this Agreement, including this Section 15, are intended to benefit the Members to the fullest extent permitted by law and shall not be construed as conferring any benefit upon any creditor of the Company (and no such creditor of the Company shall be a third-party beneficiary of this Agreement except as set forth in Section 27). No Member shall have any duty or obligation to any creditor of the Company to make any contribution to the Company or to issue any call for capital pursuant to this Agreement other than as provided in the Credit Documents or applicable law.

Section 16. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Class A Members.

Section 17. Distributions. The Company shall pay cash distributions from time to time to the Class A Members at the times and in the aggregate amounts determined by the Board of Managers or the Operating Committee and may be made pursuant to a standing resolution of the Board of Managers or the Operating Committee.

Section 18. Fiscal Year; Books and Records.

(a) Fiscal Year. The fiscal year of the Company shall end on December 31 of each year.

(b) Books and Records. The Company shall keep complete and accurate books of account and records with respect to the Company's business. The books of the Company shall at all times be maintained by the Board of Managers or any Officer designated by the Board of Managers. The Members and their duly authorized representatives shall have the right to examine the Company's books, records and documents during normal business hours. The Company shall not have the right to keep confidential from the Members any information that the Board of Managers would otherwise be permitted to be kept confidential from the Members pursuant to Section 18-305(c) of the Act. The Company's books of account shall be kept using the method of accounting determined by the Class A Members. The Company's independent auditor, if any, shall be an independent public accounting firm selected by the Class A Members.

Section 19. Tax Classification. The Members intend that the Company be treated for United States federal tax purposes as a disregarded entity pursuant to United States Treasury Regulations § 301.7701-2(c)(2), and neither the Company nor the Members shall take any action or position for any purpose that is inconsistent with such intent.

Section 20. Other Business. Any Member or Manager may engage in or possess an interest in other business ventures of any kind and description, independently or with others, including any business venture that may compete with the business of the Company, and the Company shall not have any rights in or to such independent ventures or the income or profits therefrom by virtue of this Agreement. To the fullest extent permitted by law, no Member or Manager that acquires knowledge of a potential transaction, agreement, arrangement or other matter that may be an opportunity for the Company shall have any duty hereunder to communicate or offer such opportunity to the Company; provided, however, that if such Member or Manager is a party to one or more other agreements that impose such duties, this Section 20 shall not relieve such Member or Manager of its obligations thereunder. No amendment or repeal of this Section 20 shall apply to or have any effect on the liability or alleged liability of any Member or Manager for or with respect to any opportunities of which such Member or Manager becomes aware prior to such amendment or repeal.

Section 21. Exculpation and Indemnification.

(a) General.

(i) To the fullest extent permitted by law, none of the Members, Managers, Officers, employees, representatives or agents of the Company, nor any member, shareholder, partner, manager, director, officer, employee, representative, agent or Affiliate of any such Person (each a “Indemnified Person” and collectively, the “Indemnified Persons”) shall be liable to the Company or any other Person that is a party to, or is otherwise bound by, this Agreement for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Indemnified Person in connection with the business of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Indemnified Person by this Agreement, except that an Indemnified Person shall be liable for any such loss, damage or claim incurred by reason of such Indemnified Person’s bad faith or willful misconduct.

(ii) To the fullest extent permitted by applicable law, the Company shall indemnify, defend and hold harmless each Indemnified Person for any liability, loss, damage or claim incurred by such Indemnified Person, including attorney’s fees and costs and any amounts expended in the settlement of any such claims of liability, loss, damage or claim by reason of any act or omission performed or omitted by such Indemnified Person in connection with the business of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Indemnified Person by this Agreement, except that no Indemnified Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Indemnified Person by reason of such Indemnified Person’s bad faith, gross negligence or willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this Section 21 by the Company shall be provided out of and to the extent of Company assets only, and no Member shall have personal liability on account thereof. The Company may pay for insurance covering its liability to the Indemnified Persons.

(iii) To the fullest extent permitted by applicable law, expenses (including legal fees) incurred by an Indemnified Person defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Indemnified Person to repay such amount if it shall be determined that the Indemnified Person is not entitled to be indemnified as authorized in this Section 21.

(iv) An Indemnified Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Indemnified Person reasonably believes are within such other Person’s professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities or any other facts pertinent to the existence and amount of assets from which distributions to the Class A Members might properly be paid.

(v) Until the date that is one year and one day after the date upon which the Credit Agreement is terminated in accordance with its terms and the obligations of the Company under the Credit Documents have been fully and finally satisfied, each Person bound by this Agreement shall agree, solely on account of any indemnification or other payment owing to such Indemnified Person by the Company under this Section 21, not to acquiesce, petition or otherwise invoke or cause the Company to invoke the process of any court or Governmental Authority for the purpose of commencing or sustaining an involuntary case against the Company under any federal or state bankruptcy, insolvency or similar law or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of the Company or any substantial part of the property of the Company, or ordering the winding up or liquidation of the affairs of the Company.

(vi) To the extent that, at law or in equity, an Indemnified Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Person, such Indemnified Person acting under this Agreement shall not be liable to the Company or to any other Person bound by this Agreement for its good faith reliance on the provisions of this Agreement or any approval or authorization granted by the Company or any other Indemnified Person, except that such Indemnified Person shall not be exculpated from any such liability incurred by reason of such Indemnified Person's gross negligence, bad faith or willful misconduct. The provisions of this Agreement, to the extent that they restrict or eliminate the duties and liabilities of an Indemnified Person to the Company or its members otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Indemnified Person.

(b) Survival. The foregoing provisions of this Section 21 shall survive any termination of this Agreement.

Section 22. Registration and Transfers.

(a) General. No Class A Member may sell, assign, pledge, hypothecate or otherwise transfer, in whole or in part, its Class A Member interest in the Company prior to the date upon which the Credit Agreement has been terminated in accordance with its terms and all obligations of the Company under the Credit Documents have been fully and finally satisfied. No Class B Member may sell, assign, pledge, hypothecate or otherwise transfer, in whole or in part, its Class B Member interest in the Company unless consented to by the Required Lenders; provided, that in no instance shall a Class B Member have any right to be involved in or to have any influence over the operation of any casinos, gaming or gambling property of MGM National Harbor and its subsidiaries.

(b) Assignment. Subject to and without limitation of Section 22(a), a Class A Member may sell all or a portion of its limited liability company interest in the Company to another Person and such other Person shall be admitted to the Company as a Class A Member of the Company of the same class, if and only if such transferee (i) executes an instrument signifying its agreement to be bound by the terms and conditions of this Agreement in form and substance satisfactory to the Company (which instrument may be a counterpart signature page to this Agreement) and (ii) delivers to the Company an opinion of counsel satisfactory to the Company that no registration under the Securities Act or registration or qualification under the securities laws of any state shall be required and, immediately following such admission, the transferor Member shall cease to be a member of the Company. Notwithstanding anything in this Agreement to the contrary, any successor to a Member by merger or consolidation in compliance with the Credit Documents shall, without further act, be a Member of the same class hereunder, and such merger or consolidation shall not constitute an assignment for purposes of this Agreement and the Company shall continue without dissolution.

(c) Pledge. Subject to and without limitation of Section 22(a), if a Member pledges all or a portion of its limited liability company interest in the Company, the pledgee (or any assignee of the pledgee) shall not be admitted to the Company as a Member of the Company unless such pledgee exercises the rights of a secured creditor in accordance with (i) the relevant documents governing the applicable secured obligations and (ii) applicable law (the exercise of such rights pursuant to clauses (i) and (ii) of this subsection (c), "Foreclosure"). Following a Foreclosure, such pledge or a transferee of such pledge, upon satisfaction of the requirements of clauses (i) and (ii) of subsection (b) of this Section 22, shall be admitted to the Company as a Member of the Company of the same class and, immediately following such admission, the transferor Member shall cease to be a member of the Company.

(d) Certificate Register. The Company shall maintain a register (the "Certificate Register") in which, subject to such reasonable regulations as it may prescribe, the registration of Member certificates (including the name of the Person to whom each Member certificate is registered and the Class of Member interest and percentage of aggregate Member interests of such Class represented thereby), and the transfers thereof (including pledges in respect of which the Company has received written notice executed by the Members granting such pledge) shall be recorded.

(e) Persons Deemed Members. The Company and any agent of the Company may, prior to the due presentation of a Member certificate for registration of transfer, treat the Person in whose name any Member certificate is registered as a Member of the Company holding the Member interest indicated in the Certificate Register with respect to such Member certificate for all purposes.

Section 23. Resignation. Until the date upon which the Credit Agreement is terminated in accordance with its terms and the obligations of the Company under the Credit Documents have been fully and finally satisfied, Members may resign only upon satisfaction of the conditions and restrictions, if any, specified in the Credit Documents and as specified herein. If a Member is permitted to resign pursuant to this Section 23, an additional Person shall be admitted as a Member to the Company, subject to and without limitation of Section 24, upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement, which instrument may be a counterpart signature page to this Agreement. Such admission shall be deemed effective immediately prior to the resignation and, immediately following such admission, the resigning Member shall cease to be a Member of the Company.

Section 24. Admission of Additional Members. Without limiting the provisions of Section 5(b) or Section 25(a), and subject to Section 19, one or more additional Class A Members of the Company may be admitted to the Company with the unanimous written consent of the Class A Members (or the personal representative of the last remaining Class A Member); provided, that notwithstanding the foregoing, except as required by applicable Gaming Laws, until all obligations of the Company under the Credit Documents have been fully and finally satisfied, no additional Class A Member may be admitted to the Company.

Section 25. Dissolution, Winding-Up and Termination; Continuation.

(a) Dissolution. Subject to and without limitation of Section 9(j), the Company shall be dissolved, and its affairs shall be wound up, upon the first to occur of the following: (i) subject to and without limitation of Section 5(b), the termination of the legal existence of the last remaining Member of the Company or the occurrence of any other event which terminates the continued membership in the Company of the last remaining Member of the Company, unless the Company is continued without dissolution in a manner permitted by this Agreement or the Act or (ii) the entry of a decree of judicial dissolution under Section 18-802 of the Act. Upon the occurrence of any event that causes the last remaining Member of the Company to cease to be a Member of the Company (other than upon continuation of the Company without dissolution upon the resignation of the Member and the admission of an additional Member of the Company pursuant to Sections 23 and 24), to the fullest extent permitted by law, the personal representative (as such term is defined in the Act) of such Member is hereby authorized and directed, within 90 days after the occurrence of the event that terminated the continued membership of such Member in the Company, to agree in writing (i) to continue the Company and (ii) to its admission, or the admission of the personal representative or its nominee or designee, as the case may be, as a substitute Member of the Company, of the same class as, and effective as of the occurrence of the event that terminated the continued membership of, such Member in the Company.

(b) Continuation. Notwithstanding any other provision of this Agreement, the bankruptcy of a Member shall not cause such Member to cease to be a Member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution. Notwithstanding any other provision of this Agreement, each Member waives any right it might have to agree in writing to dissolve the Company upon the bankruptcy of any Member or the occurrence of an event that causes any Member to cease to be a member of the Company.

(c) Winding-Up. In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied in the manner, and in the order of priority, set forth in Section 18-804 of the Act.

(d) Termination. The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Class A Members in the manner provided for in this Agreement and (ii) the Certificate of Formation shall have been canceled in the manner required by the Act.

Section 26. Waiver of Partition; Nature of Interest. Except as otherwise expressly provided in this Agreement, to the fullest extent permitted by law, each Member hereby irrevocably waives any right or power that such Person might have to cause the Company or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Company, to compel any sale of all or any portion of the assets of the Company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the Company. No Member shall have any interest in any specific assets of the Company. Each Member interest in the Company is personal property of the Member holding such Member interest.

Section 27. Benefits of Agreement; Third-Party Rights. Except for the Agents and the Lenders who shall be deemed express third-party beneficiaries of this Agreement, no Person shall have the benefit of the provisions of this Agreement and such provisions shall not be enforceable by any creditor of the Company (other than Indemnified Persons, the Agents and the Lenders) or by any creditor of any Member (other than the Agents and Lenders). Nothing in this Agreement shall be deemed to create any right in any Person (other than Indemnified Persons, the Agents and the Lenders) not a party hereto, and this Agreement shall not be construed in any respect to be a contract in whole or in part for the benefit of any third Person (other than Indemnified Persons, the Agents and the Lenders and except as provided in Section 34 and except as contemplated by the Credit Documents).

Section 28. Severability of Provisions. Each provision of this Agreement shall be considered severable and, if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of, or affect, those portions of this Agreement that are valid, enforceable and legal.

Section 29. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

Section 30. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Delaware (without regard to conflict or choice of law principles that would cause the application of the internal laws of any other jurisdiction), and all rights and remedies shall be governed by said laws.

Section 31. Amendments. This Agreement may be modified, altered, supplemented or amended pursuant to a written agreement executed and delivered by each of the Class A Members so long as such modification, alteration, supplement or amendment cannot reasonably be expected to be adverse to the interests of the Lenders in any material respect. Notwithstanding the foregoing, (a) any modification, alteration, supplement or amendment to this Agreement that modifies, alters, supplements or amends (i) the rights, duties and limitations of the Class B Member or the Independent Managers, (ii) the definition of "Class B Approval Event", "Bankruptcy Event", or "Material Action," (iii) Section 7, (iv) Section 9(j), (v) Section 27, (vi) this Section 31, or (vii) Section 32, shall require the written consent of the Lead Arranger, and (b) until the date upon which the Credit Agreement is terminated in accordance with its terms and the obligations of the Company under the Credit Documents have been fully and finally satisfied, any modification, alteration, supplement or amendment shall satisfy all conditions and comply with all restrictions, in each case, relating to modifications, alterations, supplements or amendments, as applicable, of this Agreement specified in the Credit Documents.

Section 32. Non-Contravention of Credit Documents. Notwithstanding anything in this Agreement to the contrary, including any provision that purports to be preemptory, the Company may not take any action in contravention or violation of the Credit Documents or any term or condition therein.

Section 33. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement and all of which together shall constitute one and the same instrument.

Section 34. Notices. Any notices required to be delivered hereunder shall be in writing and personally delivered, mailed or sent by telecopy, electronic mail or other similar form of rapid transmission, and shall be deemed to have been duly given upon receipt (a) in the case of the Company, to the Company at its address in Section 2, (b) in the case of a Member, to such Member at its address as listed on Schedule B attached hereto and (c) in the case of either of the foregoing, at such other address as may be designated by written notice to the other party.

Section 35. Binding Agreement. Notwithstanding any other provision of this Agreement, each Member agrees that this Agreement constitutes a legal, valid and binding agreement of such Member, and is enforceable against such Member in accordance with its terms. In addition, the Independent Managers shall be intended third-party beneficiaries of this Agreement.

Section 36. Effectiveness. Pursuant to Section 18-201(d) of the Act, this Agreement shall be effective as of December 19, 2018.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Amended and Restated Limited Liability Company Agreement as of the date first written above.

CLASS A MEMBER:

RADIO ONE ENTERTAINMENT HOLDINGS, LLC

By: _____

Name:

Title:

SIGNATURE PAGE TO AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT OF URBAN ONE ENTERTAINMENT SPV, LLC

CLASS B MEMBER:

STICHTING URBAN ONE ENTERTAINMENT

By: _____

Name:

Title:

SIGNATURE PAGE TO AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT OF URBAN ONE ENTERTAINMENT SPV, LLC

SCHEDULE A

Definitions

A. Definitions. When used in this Agreement, the following terms shall have the following meanings:

“Act” shall have the meaning set forth in the preamble to this Agreement.

“Agreement” means this Amended and Restated Limited Liability Company Agreement of the Company, together with the schedules and exhibits attached hereto, as the same may be amended, restated, supplemented or otherwise modified from time to time.

“Bankruptcy Event” means (a) a Bankruptcy Event, as defined in the Credit Agreement and (b) to the extent not inconsistent with, or modified by, such definition in the Credit Agreement, the events specified in Section 18-304 of the Act, which together are intended to, and shall, replace and supersede the definition of “Bankruptcy” set forth in Sections 18-101 and 18-304 of the Act.

“Board of Managers” means the Board of Managers of the Company.

“Certificate of Formation” means the Certificate of Formation of the Company filed with the Secretary of State of the State of Delaware on October 4, 2018, as the same may be amended, supplemented or otherwise modified from time to time.

“Class B Approval Event” means (a) to the extent that the Class B Member has been approved by all applicable Gaming Authorities, Material Actions and (b) to the extent that the Class B Member has not been approved by any applicable Gaming Authority, Bankruptcy Events. For the avoidance of doubt, the Class B Member shall be obligated to pay all costs and expenses of the Company and/or the Class A Member incurred in connection with any application and/or approval process undertaken by the Class B Member with respect to any applicable Gaming Authority.

“Credit Agreement” means the Credit Agreement, dated as of December 4, 2018 (as modified, supplemented, amended, restated (including any amendment and restatement hereof), extended or renewed from time to time), among Urban One Entertainment SPV, LLC, a Delaware limited liability company, as Borrower, Radio One Entertainment Holdings, LLC, a Delaware limited liability company, as Holdings Guarantor, the Lenders party thereto from time to time, Wilmington Trust, National Association, as Administrative Agent and Collateral Agent and TCG Senior Funding L.L.C., as Sole Lead Arranger and Sole Bookrunner.

“Credit Documents” has the meaning set forth in the Credit Agreement.

“Credit Parties” shall mean the Company and the Initial Member, in their capacities as Credit Parties under the Credit Documents.

“Excess Cash” means, as of any date, the excess of (a) (i) all cash held by or in an account of the Company on such date and (ii) cash proceeds readily attainable through the conversion of liquid assets held by or in an account of the Company on such date into cash at prevailing market rates, over (b) the amount of cash and liquid assets determined by the Operating Committee or the Treasurer to be reasonably necessary for the operation of the business and the maintain of reasonable working capital levels for the business.

“Fiscal Year” shall mean the fiscal year of the Company ending on December 31 of each calendar year.

“Gaming Authority” means any federal, state, local or other governmental, regulatory and administrative agency, authority, board, commission or instrumentality with regulatory, licensing or permitting authority or jurisdiction over the Company and its gaming operations.

“Gaming Laws” means those laws, statutes, rules, regulations, codes and ordinances, and any administrative or judicial orders, determinations or decrees, pursuant to which any Gaming Authority possesses or asserts regulatory, licensing or permitting authority over the Company and its gaming operations.

“Gaming Licenses” means all licenses, permits, approvals, authorizations, registrations, consents, rulings, findings of suitability, franchises, entitlements, waivers and exemptions issued by any Gaming Authority under applicable Gaming Laws.

“Indemnified Persons” has the meaning set forth in Section 21(a).

“Independent Manager” means a natural Person who, (i) is not a stockholder or other equity interest holder (whether direct, indirect or beneficial), significant customer, advisor, service provider or supplier of any of Urban One or any of its Affiliates, or a Class A Member, or any of their respective Affiliates (provided that indirect stock or other equity interest ownership of any such Person through a mutual fund or similar diversified investment pool shall be permitted); (ii) is not and has not been at any time in the past, an officer, manager, employee or director of Urban One or any of its Subsidiaries; (iii) is not a member of the Immediate Family of a Person referred to in clauses (i) and (ii); (iv) is not a trustee, conservator or receiver of Urban One or any of its Subsidiaries; and (v) is a Person acceptable to the Required Lenders.

“Managers” means the Persons appointed and accepting appointment as Managers from time to time by the Class A Members, including the Independent Manager, in their capacity as Managers of the Company. Each Manager is hereby designated as a “manager” of the Company within the meaning of Section 18-101(10) of the Act.

“Material Action” means to:

- (i) take any action that would reasonably be expected to result in a Default or Event of Default under the Credit Documents;
- (ii) subject to and without limitation of Section 31, take any corporate or company action which would or may (subject to the obtaining of any consent, approval, or authorization) result in the breach, substitution, alteration or amendment of this Agreement or any other organizational document of the Company;

(iii) file or consent to, or commence any action or take any step in relation to, any Bankruptcy Event of the Company, including by the filing of any bankruptcy, insolvency or reorganization petition under any applicable law in any jurisdiction (whether inside or outside of the United States) relating to bankruptcy or insolvency naming the Company as debtor or otherwise institute bankruptcy or insolvency proceedings by or against the Company or otherwise seek with respect to the Company relief under any laws relating to the relief from debts, insolvency, bankruptcy, or the protection of debtors generally (including, without limitation, by way of voluntary arrangement, scheme of arrangement or otherwise);

(iv) seek or consent to the appointment of a receiver, administrative receiver, liquidator, administrator, conservator, assignee, trustee, compulsory manager, sequestrator, custodian or any other similar official for the Company or a substantial portion of any of any of its assets or property;

(v) make, or consent to, any assignment for the benefit of the Company's creditors;

(vi) make any composition, compromise or arrangement for the benefit of one or more the Company's creditors;

(vii) file or consent to the filing of any petition relating to the liquidation, suspension of payments, moratorium of indebtedness, wind-up, or dissolution of, in each case, the Company;

(viii) elect not to present a defense to the filing of any petition, or commencement of any proceeding, against the Company of the type contemplated under clauses (iii), (iv), (v) or (vii) above;

(ix) admit in writing the Company's inability to pay its debts as they become due;

(x) close down any business operation of the Company;

(xi) declare or pay any dividend or make any distribution or make any return to members or shareholders of a capital nature including any distribution out of capital profits or capital reserves or out of profits or reserves arising from a distribution of capital profits or capital reserves by the company, in each case, to the extent prohibited by the Credit Documents;

(xii) capitalize any undistributed profits (whether or not the same are available for distribution and including profits standing to any reserve) or any sum standing to the credit of any share premium account or any capital redemption reserve of the company, in each case, to the extent prohibited by the Credit Documents or inconsistent with the Company's limited purpose (as set forth in Section 7) or this Agreement;

(xiii) sell, exchange, lease, transfer, license, acquire, or exercise any rights related to, any assets, business or undertakings of the Company (including with respect to any calls or puts), in each case, to the extent prohibited by the Credit Documents or inconsistent with the Company's limited purpose (as set forth in Section 7) or this Agreement;

(xiv) purchase or acquire any asset or business from any other Person to the extent prohibited by the Credit Documents or inconsistent with the Company's limited purpose (as set forth in Section 7) or this Agreement;

(xv) incur any loan, debt or indebtedness to the extent prohibited by the Credit Documents or inconsistent with the Company's limited purpose (as set forth in Section 7) or this Agreement;

(xvi) make any direct or indirect advance, loan or other extension of credit (including by way of guarantee or similar arrangement) or give any indemnity to the extent prohibited by the Credit Documents or inconsistent with the Company's limited purpose (as set forth in Section 7) or this Agreement;

(xvii) create or permit any security interest over any asset of the Company to exist to the extent prohibited by the Credit Documents or inconsistent with the Company's limited purpose (as set forth in Section 7) or this Agreement;

(xviii) undertake any obligations with any Affiliate which is not wholly owned, directly or indirectly, by the Company to the extent prohibited by the Credit Documents or inconsistent with the Company's limited purpose (as set forth in Section 7) or this Agreement;

(xix) increase or reclassify the membership interests of the Company or issue any additional membership interests of or in the Company;

(xx) make Investments to the extent prohibited by the Credit Documents or inconsistent with the Company's limited purpose (as set forth in Section 7) or this Agreement;

(xxi) form or acquire subsidiaries to the extent prohibited by the Credit Documents or inconsistent with the Company's limited purpose (as set forth in Section 7) or this Agreement;

(xxii) petition for or consent to substantive consolidation of the Company with any other Person;

(xxiii) subject to and without limitation of Section 31, modify, alter, supplement, or amend this Agreement;

(xxiv) engage in any business activity other than the limited activities provided in Section 7; or

(xxv) file, support, consent to, or commence any action, or take any step in furtherance of, any challenge or opposition to any of the rights of any of the Agents, Lenders or other Secured Creditors with respect to any of the Obligations; provided, however that the foregoing shall not include any such actions or steps that arise as the result of a good faith disagreement or difference in views regarding the interpretation of any such rights, including, without limitation, whether a Participation Interest Fall-Away Event or Premium Payment Trigger Event has occurred.

“Member” has the meaning set forth in the preamble to this Agreement.

“Officer” means an officer of the Company described in Section 11.

“Person” means any natural person, corporation, business trust, joint venture, association, company, partnership, limited liability company, joint stock company, trust, unincorporated organization, Governmental Authority or other entity.

“Subsidiary” shall mean, with respect to any specified Person: (i) any corporation, association, limited liability company or other business entity (other than a partnership) of which more than 50% of the total voting power of Voting Stock is at the time owned or controlled, directly or through another Subsidiary, by that Person or one or more of the other Subsidiaries of that Person (or a combination thereof) and (ii) any partnership (a) the sole general partner or the managing general partner of which is such Person or a Subsidiary of such Person or (b) the only general partners of which are that Person or one or more Subsidiaries of that Person (or any combination thereof), or (c) as to which such Person and its Subsidiaries are entitled to receive more than 50% of the assets of such partnership upon its dissolution.

“Urban One” shall mean Urban One, Inc., a Delaware corporation.

“Urban One Entity” shall mean each of Urban One and its Subsidiaries, other than the Credit Parties.

B. Rules of Construction. Definitions in this Agreement apply equally to both the singular and plural forms of the defined terms. In the Agreement, the words “include” and “including” shall be deemed to be followed by the phrase “without limitation.” In the Agreement, the terms “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Section, paragraph or subdivision. The Section titles in the Agreement appear as a matter of convenience only and shall not affect the interpretation of this Agreement. In the Agreement, all Section, paragraph, clause, Exhibit or Schedule references not attributed to a particular document shall be references to such parts of this Agreement. All references to any agreement shall include such agreement as it may be amended, supplemented or otherwise modified from time to time hereafter in accordance with its terms.

SCHEDULE B

Members and Member Interests

Class A Member

Name	Mailing Address	Membership Interest (Percentage of Class)
Radio One Entertainment Holdings, LLC	1010 Wayne Avenue, 14th Floor, Silver Spring, Maryland 20910	100%

Class B Member

Name	Mailing Address	Membership Interest (Percentage of Class)
Stichting Urban One Entertainment	Prins Bernhardplein 200, 1097JB Amsterdam, The Netherlands	100%

SCHEDULE C

Managers

1. Catherine L. Hughes
2. Alfred C. Liggins, III
3. [Y] (Independent Manager)

SCHEDULE D

Officers

Name	Title
Alfred C. Liggins, III	President
Peter D. Thompson	Vice President and Chief Financial Officer

EXHIBIT A

Independent Manager Agreement

[DATE]

[]
Re: Independent Manager Agreement — Urban One Entertainment SPV, LLC

Ladies and Gentlemen:

For good and valuable consideration, the undersigned, who has been designated as an Independent Manager of Urban One Entertainment SPV, LLC, a Delaware limited liability company (the "Company"), in accordance with the Amended and Restated Limited Liability Company Agreement of the Company, dated as of December 19, 2018, as it may be amended, restated, supplemented or otherwise modified from time to time (the "LLC Agreement"), hereby agree as follows:

Section 1. The undersigned accepts such Person's rights and authority as an Independent Manager under the LLC Agreement and agrees to perform and discharge such Person's duties and obligations as a Manager under the LLC Agreement, and further agrees that such rights, authorities, duties and obligations under the LLC Agreement shall continue until such Person's successor as an Independent Manager is designated or until such Person's resignation or removal as an Independent Manager in accordance with the LLC Agreement. The undersigned agrees and acknowledges that it has been designated as an "Independent Manager" of the Company within the meaning of the LLC Agreement.

Section 2. Until the date that is one year and one day after the date upon which the Credit Agreement has been terminated in accordance with its terms and all amounts due and owing thereunder have been indefeasibly paid in full, each of the undersigned agrees, solely in its capacity as a creditor of the Company on account of any indemnification or other payment owing to the undersigned by the Company, not to acquiesce, petition or otherwise invoke or cause the Company to invoke the process of any court or Governmental Authority for the purpose of commencing or sustaining an involuntary case against the Company under any federal or state bankruptcy, insolvency or similar law or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of the Company or any substantial part of the property of the Company, or ordering the winding up or liquidation of the affairs of the Company.

Section 3. THIS INDEPENDENT MANAGER AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, AND ALL RIGHTS AND REMEDIES SHALL BE GOVERNED BY SUCH LAWS WITHOUT REGARD TO CONFLICT OR CHOICE OF LAW PRINCIPLES THAT WOULD CAUSE THE APPLICATION OF THE INTERNAL LAWS OF ANY OTHER JURISDICTION.

Capitalized terms used and not otherwise defined herein have the meanings set forth in the LLC Agreement.

This Independent Manager Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Independent Manager Agreement and all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the undersigned has executed this Independent Manager Agreement as of the day and year first above written.

Independent Manager

Accepted and agreed as of
the date first above written:

URBAN ONE ENTERTAINMENT SPV, LLC

By: _____
Name:
Title:

Ex A-3

SUBSIDIARIES OF URBAN ONE, INC.
As of December 31, 2018

Radio One Licenses, LLC, a Delaware limited liability company, is a restricted subsidiary of Urban One, Inc. and is the licensee of the following stations:

KBFB-FM	WFXC-FM	WOLB-AM	WWIN-AM
KBXX-FM	WFXK-FM	WPHI-FM	WWIN-FM
KMJQ-FM	WHHL-FM	WPPZ-FM	WXGI-AM
KROI-FM	WHTA-FM	WPRS-FM	WYCB-AM
KZMJ-FM	WKJM-FM	WPZZ-FM	W275BK
WAMJ-FM	WKJS-FM	WQOK-FM	W281AW
WCDX-FM	WKYS-FM	WRNB-FM	W274BX
WDCJ-FM	WMMJ-FM	WTEM-AM	W240DJ
WERQ-FM	WNNL-FM	WTPS-AM	
WFUN-FM	WOL-AM	WUMJ-FM	

Bell Broadcasting Company, LLC (“Bell”), a Michigan limited liability company, is a wholly owned restricted subsidiary of Urban One, Inc. Radio One of Detroit, LLC (“Radio One of Detroit”) is a Delaware limited liability company, the sole member of which is Bell. Radio One of Detroit is the licensee of the following stations:

WDMK-FM
W260CB

Radio One of Charlotte, LLC (“Radio One of Charlotte”), a Delaware limited liability company, the sole member of which is Urban One, Inc., is a restricted subsidiary of Urban One, Inc. Charlotte Broadcasting, LLC (“Charlotte Broadcasting”) is a Delaware limited liability company, the sole member of which is Radio One of Charlotte. Radio One of North Carolina, LLC (“Radio One of North Carolina”) is a Delaware limited liability company, the sole member of which is Charlotte Broadcasting. Radio One of North Carolina is the licensee of the following stations:

WPZS-FM
WQNC-FM

Gaffney Broadcasting, LLC (“Gaffney Broadcasting”) is a South Carolina limited liability company, the sole member of which is Charlotte Broadcasting. Gaffney Broadcasting is the licensee of the following station:

WOSF-FM

Blue Chip Broadcasting, Ltd. (“BCB Ltd.”), an Ohio limited liability company, the sole member of which is Urban One, Inc., and which is a restricted subsidiary of Urban One, Inc. Blue Chip Broadcasting Licenses, Ltd. (“BC Licenses”) is an Ohio limited liability company, the sole member of which is BCB Ltd. BC Licenses is the licensee of the following stations:

WIZF-FM	WOSL-FM	WDBZ-AM
WENZ-FM	WCKX-FM	WBMO-FM
WERE-AM	WJMO-AM	WZAK-FM
WXMG-FM	WJYD-FM	W233CG
W268CM		

Radio One of Texas II, LLC, a Delaware limited liability company, the sole member of which is Urban One, Inc., and it is a restricted subsidiary of Urban One, Inc.

Radio One of Indiana, L.P. is a Delaware limited partnership. Urban One, Inc. is the general partner and 99% owner of Radio One of Indiana, L.P. Charlotte Broadcasting, LLC is the limited partner and 1% owner of Radio One of Indiana, L.P. Radio One of Indiana, LLC is a Delaware limited liability company, the sole member of which is Radio One of Indiana, L.P. Radio One of Indiana, LLC is the licensee of the following stations:

WDNI-CD
WTLC-FM
WHHH-FM

WNOW-FM
WTLC-AM

W286CM
W236CR

Satellite One, LLC is a Delaware limited liability company, the sole member of which is Urban One, Inc.

New Mableton Broadcasting Corporation, a Delaware corporation, is a wholly owned subsidiary of Urban One, Inc. and is the licensee of the following station:

WPZE-FM

Radio One Cable Holdings, LLC, a Delaware limited liability company, is a wholly owned subsidiary of Urban One, Inc. Radio One Cable Holdings, LLC holds an interest in TV One, LLC, a Delaware limited liability company.

Radio One Media Holdings, LLC is a Delaware limited liability company, the sole member of which is Urban One, Inc. Radio One Media Holdings, LLC owns 80.0% of the common stock of Reach Media, Inc., a Texas corporation.

Radio One Distribution Holdings, LLC is a Delaware limited liability company, the sole member of which is Urban One, Inc. Radio One Distribution Holdings, LLC is the sole member of Distribution One, LLC is a Delaware limited liability company.

Interactive One, Inc., a Delaware corporation, is a wholly owned subsidiary of Urban One, Inc. and the sole member of Interactive One, LLC.

Interactive One, LLC, is a Delaware limited liability company, the sole member of which is Interactive One, Inc.

Radio One Urban Network Holdings, LLC, is a Delaware limited liability company, the sole member of which is Urban One, Inc.

Radio One Entertainment Holdings, LLC, is a Delaware limited liability company, the sole economic and majority voting member of which is Urban One, Inc.

BossipMadameNoire, LLC, is a Delaware limited liability company, the sole member of which is Urban One, Inc.

RO One Solution, LLC, is a Delaware limited liability company, the sole member of which is Urban One, Inc.

Urban One Productions, LLC, is a Delaware limited liability company, the sole member of which is Urban One, Inc.

Urban One Entertainment SPV, LLC, is a Delaware limited liability company, the sole economic and majority voting member of which is Radio One Entertainment Holdings, LLC, a wholly-owned subsidiary of Urban One, Inc.

T Tenth Productions, LLC, is a Delaware limited liability company, the sole member of which is TV One, LLC.

Charlie Bear Productions, LLC, is a Maryland limited liability company, the sole member of which is TV One, LLC.

CLEOTV, LLC, is a Delaware limited liability company, the sole member of which is TV One, LLC.

Consent of Independent Registered Public Accounting Firm

Urban One, Inc.
Silver Spring, Maryland

We hereby consent to the incorporation by reference in the Registration Statements on Form S-3 (No. 333-223695) and Form S-8 (No. 333-222409) of Urban One, Inc. of our reports dated March 18, 2019, relating to the consolidated financial statements and financial statement schedule, and the effectiveness of Urban One, Inc.'s internal control over financial reporting, which appear in this Form 10-K.

/s/ BDO USA, LLP

McLean, Virginia
March 18, 2019

I, Alfred C. Liggins, III, certify that:

1. I have reviewed this annual report on Form 10-K of Urban One, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of this report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's Board of Directors (or persons performing the equivalent functions):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 18, 2019

By: /s/ Alfred C. Liggins, III

Alfred C. Liggins, III

President and Chief Executive Officer

I, Peter D. Thompson, certify that:

1. I have reviewed this annual report on Form 10-K of Urban One, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of this report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's Board of Directors (or persons performing the equivalent functions):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 18, 2019

By: /s/ Peter D. Thompson

Peter D. Thompson

Executive Vice President, Chief Financial Officer
and Principal Accounting Officer

CERTIFICATION OF CHIEF EXECUTIVE OFFICER

Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned officer of Urban One, Inc. (the "Company") hereby certifies, to such officer's knowledge, that:

- (i) the accompanying Annual Report on Form 10-K of the Company for the year ended December 31, 2018 (the "Report") fully complies with the requirements of Section 13(a) or Section 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and
- (ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 18, 2019

By: /s/ Alfred C. Liggins, III

Name: Alfred C. Liggins, III

Title: President and Chief Executive Officer

A signed original of this written statement required by Section 906 has been provided to Urban One, Inc. and will be retained by Urban One, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

CERTIFICATION OF CHIEF FINANCIAL OFFICER

Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned officer of Urban One, Inc. (the "Company") hereby certifies, to such officer's knowledge, that:

- (i) the accompanying Annual Report on Form 10-K of the Company for the year ended December 31, 2018 (the "Report") fully complies with the requirements of Section 13(a) or Section 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and
- (ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 18, 2019

By: /s/ Peter D. Thompson

Name: Peter D. Thompson

Title: Executive Vice President, Chief Financial Officer and Principal
Accounting Officer

A signed original of this written statement required by Section 906 has been provided to Urban One, Inc. and will be retained by Urban One, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.
