

EXECUTION COPY

LOCAL PROGRAMMING AND MARKETING AGREEMENT

THIS LOCAL PROGRAMMING AND MARKETING AGREEMENT (this "Agreement") is made as of August 10, 2001 between Blue Chip Communications, Inc., an Ohio corporation ("Licensee") and Radio One, Inc., a Delaware corporation ("Programmer").

Recitals

A. Licensee owns and operates radio station WDBZ-AM, Cincinnati, Ohio (the "Station") pursuant to licenses (the "Licenses") issued by the Federal Communications Commission ("FCC"):

B. Programmer desires to have certain programs broadcast on the Station, and therefore desires to purchase air time from Licensee for the broadcast of such programs.

C. Licensee has agreed to make available to Programmer air time on the Station and accept for broadcast the programs of Programmer on the terms and conditions set forth in this Agreement.

Agreement

NOW, THEREFORE, taking the foregoing recitals into account, and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Agreement Term. The term of this Agreement (the "Term") will begin on August 10, 2001 (the "Commencement Date"), and will continue until the date five (5) years after the Commencement Date, unless extended by mutual written agreement of Licensee and Programmer or earlier terminated pursuant to Section 13 or Section 17 hereof.

2. Programmer's Purchase of Air time and Provision of Programming. During the Term, Programmer shall purchase from Licensee air time on the Station for the price and on the terms specified below, and shall supply to Licensee programming (the "Program" or "Programs") in a form suitable for broadcast on the Station twenty-four (24) hours per day, seven (7) days per week ("Broadcast Period"), provided, however, that Licensee reserves the right, exercisable at its option by delivering not less than three (3) /days written notice to Programmer, to reclaim up to two (2) hours of broadcast time per week for the purpose of broadcasting Licensee's programming at such times during the day as the parties shall mutually agree (the "Reserved Broadcast Period"). Programmer will transmit, at its own cost, its Programs to the Station's transmitting facilities via a

mode of transmission (e.g., satellite facilities, microwave facilities and/or telephone lines) that will ensure that the Programs meet technical and quality standards at least equal to those of the Station's broadcasts prior to commencement of the Term.

3. Broadcasting Obligations. In return for the payments to be made by Programmer hereunder, during the Term, Licensee shall broadcast the Programs delivered by Programmer during the Broadcast Period specified in Section 2 above, subject to the provisions of Section 6 below.

4. Advertising Sales; Accounts Receivable. On the Commencement Date of this Agreement, Licensee shall assign to Programmer, and Programmer shall thereafter assume responsibility for, and enjoy the benefits of, all rights, responsibilities, obligations and benefits to existing broadcast time sales agreements on the Station. In the event that this Agreement terminates, on such date of termination Programmer shall assign to Licensee, and Licensee shall thereafter assume responsibility for, and enjoy the benefits of, all rights, responsibilities, obligations and benefits to then existing broadcast time sales agreements on the Station as of the date of termination and thereafter with the Programmer receiving the accounts receivable accrued between the Commencement Date and termination.

5. Term Payments. For the broadcast of the Programs and the other benefits made available to Programmer pursuant to this Agreement, during the Term, Programmer will pay Licensee as set forth on Schedule A attached hereto.

6. Operation, Ownership and Control of the Station.

6.1. Notwithstanding anything to the contrary in this Agreement, as long as Licensee remains the licensee of the Station, Licensee will have full authority, power and control over the operation of the Station and over all persons employed by Licensee working at the Station during the Term. Licensee will bear the responsibility for the Station's compliance with all applicable provisions of the rules and policies of the FCC and all other applicable laws. Without limiting the generality of the foregoing, Licensee will: (1) employ a Station Manager for the Station, who will report to Licensee and will direct the day-to-day operations of the Station, and who shall have no employment, consulting, or other relationship with Programmer, (2) employ an administrative assistant for the Station, who will report and be solely accountable to the Station Manager and will perform clerical and administrative functions for the Station, and (3) retain control over the policies, programming and operations of the Station. Programmer agrees that, during the Term, it will not terminate the employment or alter, in any material respect, the base compensation or duties of any of the Station programming employees listed on Schedule B attached hereto, or any employee hired to replace any of the employees listed on Schedule B, without the prior written consent of Licensee; provided, however, that, with or without Licensee's prior written consent, Programmer shall have the right to terminate any of the employees listed on Schedule B for "cause" consistent with Programmer's policies as amended from time to time. If the Programmer elects to terminate any of such employees for "cause", Programmer shall notify and consult with Licensee's chief executive officer at least one day prior to the day Programmer notifies such employee that such employee is being terminated.

6.2. Nothing contained herein shall prevent Licensee from (a) rejecting or refusing programs which Licensee believes to be contrary to the public interest, or (b) substituting programs which Licensee believes to be of greater local or national importance or which are designed to address the problems, needs and interests of the local communities. Licensee reserves the right to refuse to broadcast any Program containing matter which violates any right of any third party or which constitutes a "personal attack" as that term has been defined by the FCC. Licensee also reserves the right to refuse to broadcast any Program which does not meet the requirements of the rules, regulations, and policies of the FCC or the regulations and restrictions set forth in Section 10. Licensee further reserves the right to preempt any Program in the event of a local, state, or national emergency. Programmer agrees to cooperate with Licensee to ensure that EAS transmissions are properly performed in accordance with Licensee's instructions. Licensee reserves the right to refuse to broadcast any commercial announcements that do not comply with the requirements of the FCC's sponsorship identification policy.

6.3. Programmer will immediately serve Licensee with notice and a copy of any letters of complaint it receives concerning any Program for Licensee review and inclusion in its public inspection file.

7. No Competitive Programming.

7.1. During the Term and for a period of two (2) years thereafter (the "Restricted Period"), other than the performance of Programmer's obligations under this Agreement, Programmer agrees that it will not, directly or indirectly, own, provide equity and/or debt financing or otherwise invest in, advise, consult with or assist in any other capacity, manage, operate, solicit advertising for and/or supply programming to (or enter into any option or commitment to do any of the foregoing) any radio station licensed to a community located within, or which broadcasts into, the Restricted Area (defined below) and which broadcasts predominantly in an "urban talk" (defined below) format or, regardless of the predominant format, whose programming comprises more than ten (10) hours per week of "urban talk" programming. For purposes of this Section 7, "Restricted Area" shall mean the radio market (as defined by Arbitron) for the Cincinnati metropolitan area. "Urban talk" shall mean programming utilizing a talk show format where (i) African Americans constitute more than 50% of the principal on air personnel involved in broadcasting such programming, and/or (ii) African Americans constitute more than 50% of the listening audience (as reported by Arbitron) of such programming.

7.2. Each restriction or covenant contained in this Section 7 is severable. If the Restricted Period, Restricted Area or any of the substantive provisions of this Section 7 should be adjudicated as unreasonable in any proceeding, then the Restricted Period shall be reduced by such number of months or years, the Restricted Area shall be reduced by the elimination of such portion thereof, or the substance shall be reduced in scope, or a combination of the foregoing, so that each such restriction or covenant may be enforced for such time period, in such geographic area and to the extent as is adjudicated to be reasonable.

7.3. Licensee acknowledges that Programmer has or will enter into certain contractual arrangements with XM Satellite which, in the future, could result in the broadcast of "urban talk" programming into the Restricted Area, and Licensee further acknowledges that Programmer may, in the future, elect to "stream" certain of its "urban talk" programming via the Internet for broadcast into the Restricted Area. Accordingly, Licensee agrees that any such broadcasts into the Restricted Area by Programmer shall not be subject to this Section 7, provided that such programming is specifically designed to address topics of national scope and importance rather than topics of special interest principally to local communities within the Restricted Area, and provided further that such programming is being similarly transmitted for broadcast into metropolitan areas other than the Restricted Area.

7.4. Programmer will not cause any Station employees to enter into any restrictive covenants or other contractual obligations or otherwise take any action that would restrict or preclude any Station employees from applying for and/or accepting employment with Licensee in the Restricted Area upon any termination of this Agreement.

7.5. Programmer acknowledges and agrees that the provisions of this Section 7 are a reasonable and necessary protection of the immediate and substantial interests of Licensee, that any violation of these restrictions would cause substantial injury to Licensee, and that Licensee would not have entered into this Agreement without the additional consideration offered by Programmer in binding itself to the provisions of this Section 7. In the event of a breach or threatened breach by Programmer of any provision of this Section 7, Licensee shall be entitled to apply to any court of competent jurisdiction for (a) a temporary and/or permanent injunction restraining Programmer from such breach or threatened breach, and (b) reimbursement for its reasonable attorneys' fees and costs incurred in any successful action at law or in equity related thereto; provided, however, that nothing herein contained shall be construed to preclude Licensee from pursuing any other available remedy for such breach or threatened breach in addition to, or in lieu of, the foregoing.

8. Maintenance of Signal. Licensee shall maintain the operating power of the Station at the maximum level authorized by the FCC for the Station throughout the Term. Subject to the supervision and oversight of Licensee, Programmer shall repair and maintain the Station's towers and transmitter sites and equipment in good working order.

9. Music Licenses. During the Term, Programmer will obtain and maintain in full force and effect in its own name all music licenses as are required for the broadcasts of the Programs on the Station.

10. Programs.

10.1. Production of the Programs. Licensee acknowledges that the continued broadcast of the type of programming currently produced and broadcast on the Station would serve the public interest. Programmer agrees that the contents of the Programs it transmits to Licensee shall conform to all FCC rules, regulations and policies. Programmer agrees that it will consult with Licensee in the selection of the Programs it transmits to Licensee to ensure that the Programs' content contains

matters responsive to issues of public concern in the local communities, as those issues are made known to Programmer by Licensee.

10.2. Political Time. Licensee shall oversee and take ultimate responsibility with respect to the provision of equal opportunities, lowest unit charge, and reasonable access to political candidates, and compliance with the political broadcast rules of the FCC. During the Term, Programmer shall cooperate with Licensee as Licensee complies with its political broadcast responsibilities, and shall supply such information promptly to Licensee as may be necessary to comply with the political time record keeping and lowest unit charge requirements of federal law. Programmer shall release advertising availabilities to Licensee during the Broadcast Period as necessary to permit Licensee to comply with the political broadcast rules of the FCC; provided, however, that revenues received by Licensee as a result of any such release of advertising time shall promptly be remitted to Programmer.

11. Expenses. During the Term, Programmer will be responsible for (i) the salaries, taxes, insurance and related costs for all personnel used in the production of the Programs supplied to Licensee, and (ii) the costs of delivering the Programs to Licensee. Licensee will provide Programmer and its employees, for no additional consideration, access to and use of Licensee's studio to the extent necessary to perform Programmer's obligations hereunder, including repair and maintenance of all studio equipment at Programmer's cost. Further, Licensee will provide Programmer and its employees, for no additional consideration, access to and use of Licensee's transmitter site, transmitter and related equipment to the extent necessary to maintain the site, transmitter and related equipment in good working order and in full compliance with FCC rules and policies, all at Programmer's cost. Licensee will pay for all operating costs required to be paid to maintain the Station's broadcast operations in accordance with FCC rules and policies and applicable law. Licensee will also pay for all utilities supplied to its main studio and transmitter sites. Subject to Licensee's oversight and supervision, Programmer will provide all personnel necessary for the broadcast transmission of the Programs (once received at Licensee's transmitter site) and will be responsible for the salaries, taxes, insurance and related costs for all such personnel. Programmer covenants that any replacement studio, transmitter or related equipment purchased by Programmer for the Station will be of no less quality or functionality than the equipment being replaced. Further, Programmer agrees to complete an upgrade of the Station's ground system in accordance with an upgrade plan and budget mutually agreed to by Licensee and Programmer.

12. Call Signs. During the Term, Licensee will retain all rights to the call letters of the Station or any other call letters which may be assigned by the FCC for use by the Station, and will ensure that proper station identification announcements are made with such call letters in accordance with FCC rules and regulations. Programmer shall include in the Programs it delivers for broadcast an announcement at the beginning of each hour of such Programs to identify such call letters, as well as any other announcements required by the rules and regulations of the FCC. Programmer is specifically authorized to use such call letters in its Programs and in any promotional material, in any media, used in connection with the Programs.

13. Events of Default; Termination.

13.1. Programmer's Events of Default. The occurrence of any of the following will be deemed an Event of Default by Programmer under this Agreement: (a) Programmer fails to make timely payments as provided for in Section 5 of this Agreement; (b) Programmer fails to observe or perform its other obligations contained in this Agreement in any material respect; or (c) Programmer breaches the representations and warranties made by it under this Agreement in any material respect.

13.2. Licensee Events of Default. The occurrence of the following will be deemed an Event of Default by Licensee under this Agreement: (a) Licensee fails to observe or perform its obligations contained in this Agreement in any material respect; or (b) Licensee breaches the representations and warranties made by it under this Agreement in any material respect.

13.3. Cure Period. Notwithstanding the foregoing, an Event of Default (other than a default by Programmer under Section 7 hereof) will not be deemed to have occurred until thirty (30) days after the non-defaulting party has provided the defaulting party with written notice specifying the Event of Default and such Event of Default remains uncured.

13.4. Termination in the Event of Default; Liquidated Damages. Upon the occurrence of an Event of Default, and in the absence of a timely cure pursuant to Section 13.3, the non-defaulting party may terminate this Agreement, effective immediately upon written notice to the defaulting party. In the event of such termination, the non-defaulting party shall be entitled to liquidated damages from the defaulting party in an amount equal to \$200,000 for each year remaining in the Term, pro rated for partial years as of the effective date of termination. The defaulting party shall pay the amount of such liquidated damages to the non-defaulting party in full no later than five (5) business days after the effective date of any such termination. The parties acknowledge that it would be extremely difficult and impracticable, if not impossible, to ascertain with any degree of certainty the amount of damages which would be suffered by the non-defaulting party in the event of a termination pursuant to this Section 13.4, and, accordingly, in order to avoid such difficulties, the parties agree (i) that the amount of liquidated damages provided for in this Section 13.4 are reasonable estimates of said damages and do not constitute a penalty, (ii) that the non-defaulting party shall be entitled to such amounts as provided in this Section 13.4 as full liquidated damages, and (iii) that payment or tender to the non-defaulting party of such liquidated damages shall terminate all of the non-defaulting party's rights and remedies at law or in equity in respect of such termination.

13.5. Time Brokerage Challenge. If this Agreement is challenged in whole or in part by or before a governmental authority or is challenged in whole or in part in a judicial forum, Licensee and Programmer shall jointly defend this Agreement and the parties' performance hereunder throughout all such proceedings. If this Agreement is declared invalid or illegal in whole or in substantial part by a ruling, order or decree of a governmental authority or court, and such ruling, order or decree has become effective, then the parties shall endeavor in good faith to reform this Agreement as necessary. If the parties are unable to reform this Agreement within thirty (30) days of the effective date of such ruling, order or decree, then this Agreement shall terminate, and all sums

owing to Licensee shall be paid and neither party shall have any further liability to the other except as may be provided by Sections 14 hereof.

13.6. Cooperation Upon Termination. If this Agreement is terminated for any reason, the parties agree to cooperate with one another and to take all actions necessary to return the parties to the status quo ante.

14. Indemnification. Programmer shall indemnify and hold Licensee harmless against any and all liability for libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from the broadcast of the Programs on the Station. Licensee shall indemnify and hold Programmer harmless against any and all liability for libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from the broadcast of its programming during the Reserved Broadcast Period pursuant to Section 2. The obligations under this Section shall survive any termination of this Agreement.

15. Authority. Programmer and Licensee each represent and warrant to the other that (i) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (ii) it is in good standing in the jurisdiction of its organization and is qualified to do business in all jurisdictions where the nature of its business requires such qualification, (iii) it has duly authorized this Agreement, and this Agreement is binding upon it, and (iv) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of, or constitute a default or ground for termination under any agreement to which it is a party or by which it is bound.

16. Modification and Waiver; Remedies Cumulative. No modification of any provision of this Agreement will be effective unless in writing and signed by all parties. No failure or delay on the part of Programmer or Licensee in exercising any right or power under this Agreement will operate as a waiver of such right or power, nor will any single or partial exercise of any such right or power or the exercise of any other right or power. Except as otherwise provided in this Agreement, the rights and remedies provided in this Agreement are cumulative and are not exclusive of any other rights or remedies which a party may otherwise have.

17. Assignability; No Third Party Rights. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party, except that (i) either may assign its rights hereunder to any entity which controls, is controlled by, or is under common control with, such assigning party, (ii) Programmer may provide a collateral assignment of its right hereunder to its senior lender(s). In the event Programmer proposes to assign its rights hereunder to any third party which proposes to purchase substantially all the assets of radio station WIZF-FM, Programmer shall provide Licensee with not less than thirty (30) days prior written notice of such proposed sale, including the name of the purchaser. Upon receipt of such notice, Licensee shall have the right, at its option, to terminate this Agreement. If Licensee elects to terminate this Agreement, Licensee shall notify Programmer of its election to so terminate within fifteen (15) days

after Licensee's receipt of Programmer's notice and this Agreement shall terminate on the date specified in Licensee's notice to Programmer. If Licensee elects not to terminate this Agreement, Licensee shall notify Programmer and Programmer shall cause all of its rights and obligations under this Agreement to be assigned to and assumed by such purchaser. The covenants, conditions and provisions hereof are and shall be for the exclusive benefit of the parties hereto and their permitted assigns, and nothing herein, express or implied, is intended or shall be construed to confer upon or to give any person or entity other than the parties hereto and their permitted assigns any right, remedy or claim, legal or equitable, under or by reason of this Agreement.

18. Construction. This Agreement will be construed in accordance with the laws of the State of Ohio without regard to principles of conflicts of laws.

19. Counterpart Signatures. This Agreement may be signed in one or more counterparts, each of which will be deemed a duplicate original.

20. Notice. All notices, demands, requests, or other communications which may be or are required to be given or made by any party to any party pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by first-class registered or certified mail, return receipt requested, postage prepaid, delivered by overnight air courier, or transmitted by facsimile transmission and shall be deemed to have been duly delivered and received on the date of personal delivery, on the third day after deposit in the U.S. mail if mailed by registered or certified mail, postage prepaid and return receipt requested, on the day after delivery to a nationally recognized overnight courier service if sent by an overnight delivery service for next morning delivery, and on the same day if transmitted by facsimile, addressed as follows:

If to Licensee: Blue Chip Communications, Inc.
 1821 Summit Road, Suite 400
 Cincinnati, Ohio 45237
 Attn: L. Ross Love
 CEO and President
 Telecopier No.: 513-679-6019

with a copy to: Dinsmore & Shohl
 1900 Chemed Center
 255 East Fifth Street
 Cincinnati, Ohio 45202
 Attn: Calvin D. Buford
 Telecopier No.: 513-977-8141

If to Programmer: Radio One, Inc.
5900 Princess Garden Parkway, 8th Floor
Lanham, MD 20706
Attention: Alfred C. Liggins, III
CEO and President
Telecopier No.: 301-306-9694

with a copies to: Radio One, Inc.
1821 Summit Road, Suite 400
Cincinnati, Ohio 45237
Attn: General Manager WIZF-FM
Telecopier No.: 513-679-6027

Radio One, Inc.
5900 Princess Garden Parkway, 8th Floor
Lanham, MD 20706
Attn: Linda J. Eckard Vilardo, Esq.
General Counsel

21. Entire Agreement. This Agreement embodies the entire agreement, and supersedes all prior oral or written understandings, between the parties with respect to the subject matter of this Agreement.

22. Relationship of Parties. Neither the Programmer nor Licensee will be deemed to be the agent, partner, or representative of the other party to this Agreement, and neither party is authorized to bind the other to any contract, agreement, or understanding.

23. Force Majeure and Facilities Upgrades. The failure of either party hereto to comply with its obligations under this Agreement due to (i) the need to perform construction at the transmitter site or to move the transmitter site in response to FCC authorization of an improvement to or modification of any Station's operating parameters, or (ii) acts of God, strikes or threats thereof or a force majeure or due to causes beyond such party's control, will not constitute an Event of Default under Section 13 of this Agreement and neither party will be liable to the other party therefor. Programmer and Licensee each agrees to exercise its commercially reasonable efforts to remedy the conditions described in parts "(i)" and "(ii)" of this Section as soon as practicable.

24. Subject to Laws; Partial Invalidity. The obligations of the parties under this Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws. The parties agree that Licensee may file a copy of this Agreement with the FCC. If any provision in this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if it did not contain such invalid, illegal, or unenforceable provision.

25. Right of First Refusal.

25.1. If, at any time during the Term of this Agreement, Licensee desires to transfer the Licenses, Licensee must first receive a Bona Fide Offer for the transfer of the Licenses, and Licensee shall then give notice to the Programmer of its intention to transfer the Licenses pursuant to such Bona Fide Offer, which notice shall be accompanied by a copy of such Bona Fide Offer.

25.2. Within thirty (30) days of receipt of such notice from the Licensee, the Programmer shall have the right, by delivering notice of such election to the Licensee within such thirty- (30) day period, to elect to have the Licenses transferred to it on the terms and conditions set forth in the Bona Fide Offer. If the Programmer does not deliver notice of such election to the Licensee within such thirty- (30) day period, the Programmer's right of first refusal shall expire as to that particular Bona Fide Offer, but shall remain in full force and effect with respect to all material modifications favorable to the offeror of that Bona Fide Offer and all future Bona Fide Offers. In such event, the Licensee shall have the right to transfer the Licenses pursuant to the terms of the Bona Fide Offer and in accordance with the terms of a definitive agreement entered into not later than ninety (90) days after the expiration of the thirty- (30) day period provided for in the first sentence of this Section 25.2.

25.3. For purposes of this Agreement, (a) a "Bona Fide Offer" shall mean a written offer made by an individual or entity not an Affiliate of the Licensee to acquire the Licenses as specified in the offer on the terms stated therein, which offer sets forth (i) the name and address of the offeror, (ii) the price and other material terms of the offer, and (iii) a description of any financing arrangements related to the transaction and (b) "Affiliate" has the meaning set forth in Rule 12b-2 of the regulations promulgated under the Securities Exchange Act of 1934, as amended.

26. Headings. The headings of the various provisions of this Agreement are included for convenience only, and no such heading shall in any way affect or alter the meaning of any provision.

27. Successors and Assigns. Subject to the provisions of Section 17 above, this Agreement shall be binding and inure to the benefit of Licensee's successors and assigns. This Agreement shall also be binding upon and inure to the benefit of Programmer and its successors and assigns.

[SIGNATURE PAGE FOLLOWS]


SIGNATURE PAGE TO
LOCAL PROGRAMMING AND MARKETING AGREEMENT

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

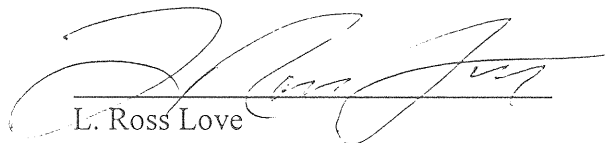
PROGRAMMER: RADIO ONE, INC.

By: 
Name: Alfred C. Liggins, III
Title: CEO/President

LICENSEE: BLUE CHIP COMMUNICATIONS, INC.

By: 
Name: L. Ross Love
Title: CEO and President

The undersigned hereby agrees that the provisions of Section 25 of this Agreement shall apply, *mutatis mutandis*, to any proposed transfer of the undersigned's interest in the Licensee.


L. Ross Love

AMENDMENT NO. 2 TO
LOCAL PROGRAMMING AND MARKETING AGREEMENT

Radio One, Inc., a Delaware corporation ("Programmer"), and Blue Chip Communications, Inc., an Ohio corporation ("Licensee"), hereby agree to amend that certain Local Programming and Marketing Agreement (the "Agreement") made and entered into as of August 10, 2001, as follows:

Paragraph 1 of the Agreement is deleted in its entirety and replaced with the following:

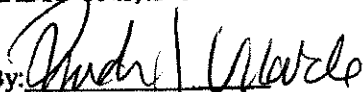
1. Agreement Term. The term of this Agreement (the "Term") will begin on August 10, 2001 (the "Commencement Date"), and will continue until October 1, 2008, unless extended by mutual written agreement of Licensee and Programmer or earlier terminated pursuant to Section 13 or Section 18 hereof.

Except as expressly amended hereby, all other terms and conditions of the Agreement shall remain in full force and effect.

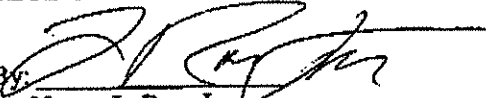
IN WITNESS WHEREOF, the parties have duly executed this amendment to be effective as of the ____ day of March, 2007.

12621747

RADIO ONE, INC.

By: 
Name: Linda J. Vilarde
Title: Vice President

BLUE CHIP COMMUNICATIONS, INC.

By: 
Name: L. Ross Love
Title: President and CEO