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**SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**FORM 8-K**

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

**Date of Report: March 3, 2011 (Date of earliest event reported)**

**Commission File No.: 0-25969**

**RADIO ONE, INC.**

(Exact name of registrant as specified in its charter)

**Delaware**

(State or other jurisdiction of  
incorporation or organization)

**52-1166660**

(I.R.S. Employer Identification No.)

**5900 Princess Garden Parkway,  
7th Floor**

**Lanham, Maryland 20706**

(Address of principal executive offices)

**(301) 306-1111**

Registrant's telephone number, including area code

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**ITEM 1.01. Entry Into Material Definitive Agreement**

On March 3, 2011, Radio One executed an employment agreement with Peter D. Thompson, the Company's Chief Financial Officer. The employment agreement is through November 12, 2013 with an initial annual base salary of \$550,000. Under the terms of the agreement, Mr. Thompson is eligible for an annual bonus of \$200,000. A copy of the employment agreement is attached to this report on Form 8-K as Exhibit 10.1 and the foregoing summary of its terms is qualified in its entirety by reference to the actual terms of the agreement.

**ITEM 9.01. Financial Statements and Exhibits**

**(c) Exhibits**

<u>Exhibit Number</u>	<u>Description</u>
10.1	Employment Agreement dated as of March 3, 2011 between Radio One, Inc. and Peter D. Thompson.

**SIGNATURE**

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

**RADIO ONE, INC.**

/s/ Alfred C. Liggins, III  
Alfred C. Liggins, III  
Chief Executive Officer

March 9, 2011

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## EMPLOYMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of the 3<sup>rd</sup> day of March, 2011 ("Effective Date"), by and between Radio One, Inc. ("Company"), a Delaware corporation having its principal place of business at 5900 Princess Garden Parkway, Lanham, Maryland, and Peter D. Thompson ("Employee"), an individual residing at 1400 29<sup>th</sup> Street, NW, Washington, D.C.

### RECITALS

WHEREAS, Company, directly and through subsidiaries and affiliates, is engaged in the business of owning and managing broadcast media, including fifty-two (52) radio stations in sixteen (16) markets in the United States; and

WHEREAS, Company desires to hire Employee to perform such services as described below, in accordance with the terms of this Agreement, for the benefit of Company and its subsidiaries and affiliates; and

WHEREAS, Employee desires to be hired by Company and to commit himself to serve Company and its subsidiaries and affiliates, in accordance with the terms of this Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Employee, intending to be legally bound, hereby agree as follows:

1. Employment. Company hereby hires Employee as Executive Vice President and Chief Financial Officer.
  2. Term and Exclusive Negotiation Period.
    - (a) Employee's employment under this Agreement shall commence on February 20, 2011 ("Commencement Date") and shall continue in full force and effect until November 12, 2013 ("Term"), unless earlier terminated by Company pursuant to the provisions of Section 10 hereof.
    - (b) Exclusive Negotiation Period. The parties hereto agree that either of them may initiate a period of exclusive good faith negotiation to commence no earlier than one hundred twenty (120) days prior to the expiration date of the Term and terminate thirty (30) days prior to the expiration date of the Term ("Exclusive Negotiation Period"), during which time the parties will engage in exclusive good faith negotiations for extending this Agreement on mutually agreeable terms and conditions. If either party initiates negotiations, Company agrees to provide Employee with the compensation terms that Company would be willing to pay to extend the Agreement for an additional period of time beyond the Term. If the parties are unable to reach agreement to extend this Agreement within the Exclusive Negotiation Period, notwithstanding their respective good faith efforts to do so, Employee thereafter shall be permitted to solicit and/or entertain offers from, and to negotiate with, third parties following the expiration of the Exclusive Negotiation Period.
  3. Duties.
    - 3.1. Employee hereby agrees to the following, without limitation:
      - (a) Employee shall perform such duties as are usual and customary for a Chief Financial Officer, including achieving annual business and performance objectives as established by the Chief Executive Officer.
      - (b) Employee's performance shall be at the direction of, and in accordance with the determination of, the Chief Executive Officer.
    - 3.2. Employee shall devote Employee's best efforts to the business and affairs of Company and the performance of Employee's duties under this Agreement.
    - 3.3. Employee shall devote Employee's full professional time, energy, and skill to the performance of the services in which Company is engaged, at such time and place as Company may direct. Employee shall not undertake, either as an owner, director, shareholder, employee or otherwise, the performance of services for compensation (actual or expected), either directly or indirectly, on behalf of Employee or any other person or entity, without the prior express written consent of Company.
    - 3.4. The normal working hours of Employee shall be as established by the Chief Executive Officer.
    - 3.5. In connection with Employee's performance during the Term, Employee shall be based in Lanham, Maryland and shall reside in the Washington, D.C. metropolitan area.
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#### 4. Compensation.

- (a) Base Compensation. During the Term of this Agreement, subject to subsection (b) hereof, Company shall pay to Employee base compensation in the amount of Five Hundred Fifty Thousand Dollars (\$550,000) per year, subject to applicable deductions and payable semimonthly in accordance with Company's standard payroll schedule and policy. On or about each anniversary of the Commencement Date, Company shall review Employee's base compensation and determine, in its sole discretion, whether Employee shall be eligible for an increase in Employee's base compensation.
- (b) Adjustment to Compensation. Company shall retain the right to adjust Employee's base compensation as a result of economic conditions, provided that other similarly-situated employees shall have their compensation adjusted in a similar manner.
- (c) Signing Bonus. Following full execution of this Agreement, and within sixty (60) days of the Commencement Date, Company shall pay to Employee a one-time Signing Bonus in the amount of One Hundred Fifty Eight Thousand Dollars (\$158,000), subject to applicable deductions. Employee agrees that if Employee's employment with Company terminates prior to November 12, 2013, Employee shall repay Company a *pro rata* share of the Signing Bonus at the rate of one-thirty-third ( $1/_{33}^{\text{rd}}$ ) for each month or portion of a month that Employee's employment is less than thirty-three (33) months; except that Employee shall not be required to repay Company the *pro rata* share of the Signing Bonus if Employee's employment is terminated by Company pursuant to Section 10(b) of this Agreement. Employee further agrees that Company shall be entitled to withhold from any compensation due Employee the amount of any portion of the Signing Bonus required to be repaid to Company.
- (d) Discretionary Performance Bonus. Effective as of the 2011 calendar year, Employee shall be eligible to receive annual discretionary bonus compensation in an amount not to exceed Two Hundred Thousand Dollars (\$200,000) per year, subject to applicable deductions, at the conclusion of each calendar year that (i) Employee remains employed by Company and (ii) Employee's performance satisfies certain reasonable criteria as determined by Company's Chief Executive Officer. Bonus criteria are subject to change by Company, in its sole discretion, upon reasonable notice to Employee. Any bonus payments due Employee shall be made to Employee as a cash lump sum no later than April 30 following the end of the calendar year for which the bonus is earned.

#### 5. Vacation and Benefits.

- 5.1. Employee shall be eligible to accrue up to twenty (20) vacation days annually, in accordance with Company policies and procedures. All vacation requests must be approved in advance by the Chief Executive Officer.
  - 5.2. Employee shall be eligible to participate in the employee benefit plans and programs that Company generally makes available to its employees, subject to the terms and conditions of each such benefit plan or program. Notwithstanding the foregoing, any severance payable to Employee shall be governed solely by this Agreement, and Employee shall not be eligible to participate in any severance program of general application maintained by Company.
  - 5.3. Company reserves the right to amend or change, in its sole discretion, any of its vacation, leave, and other employee benefit plans and programs.
  - 5.4. Employee shall be entitled to a car allowance in an amount not to exceed One Thousand Dollars (\$1,000) per month.
  - 5.5. During the Term of this Agreement, provided that Employee remains employed by Company, Company shall bear the cost of any Company-approved legal fees and costs associated with Company's sponsorship of Employee for an H-1B visa and/or application for permanent residency in the United States. Additionally, provided that Employee remains employed by Company, Company shall bear the cost of any Company-approved legal fees and costs associated with the application of Employee's spouse and child(ren) to extend the period of their authorized stay in the United States and/or for permanent residency in the United States; the value of such legal fees and costs shall be taxable to Employee.
6. Exclusive Services. Employee shall not tender any services of the kind or nature provided for under this Agreement, either directly or indirectly, on behalf of Employee or any other person or entity, without the prior express written consent of Company.
7. Personal Conduct. Employee agrees to comply with all applicable policies, requirements, directions, requests, and rules of Company, and further agrees to not at any time commit any act, or become involved in any situation or occurrence, that may reflect unfavorably on Company's reputation, bring Company into public scandal, or subject Company to ridicule, as determined solely by Company, including but not limited to matters of moral turpitude, theft, fraud, or deceit. Employee acknowledges and agrees that violation of this Section 7 may subject Employee to disciplinary action, including, without limitation, termination of employment.
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8. Payola. Employee warrants and represents that Employee will not accept or agree to pay any money, service or other valuable consideration, as defined in Section 507 of the Communications Act of 1934, as amended, for the broadcast of any matter over Company's Stations, without Company's approval and full disclosure to the listening public at the time of broadcast. Employee agrees to promptly notify Company of any occurrences whereby anyone offers any money, service or other valuable consideration for the broadcast of any matter over Company's Stations. Employee acknowledges and agrees that Company shall have the right to terminate this Agreement for cause upon Employee's violation of this Section 8.
9. Plugola. Employee warrants and represents that Employee will not cause to be broadcast material that directly or indirectly promotes any activity in which Employee has a financial interest, absent prior disclosure to, and approval by, Company. Should Company grant such approval, Employee shall disclose the fact of Employee's financial interest in the activity to the listening public. Employee acknowledges and agrees that Company shall have the right to terminate this Agreement for cause upon Employee's violation of this Section 9.
10. Termination.

- (a) Termination for Cause. Employee's employment may be terminated at any time for cause. For purposes of this Agreement, "cause" may include any one or more of the following:
- (i) Employee's breach of any material provision of this Agreement.
  - (ii) Employee's arrest, indictment, or conviction on a felony charge or other crime involving moral turpitude, or plea of guilty or *nolo contendere* to a felony charge or other crime involving moral turpitude.
  - (iii) Employee's insubordination or willful refusal to follow the reasonable instructions of Employee's superiors, including but not limited to the Chief Executive Officer or Board of Directors of Company.
  - (iv) Employee's failure to perform the duties of Employee's position in a satisfactory manner.
  - (v) Employee's willful disregard of Company policies and procedures.
  - (vi) Any act or failure to act by Employee that in any manner threatens the qualification of Company or its affiliates to maintain a broadcast license issued by the Federal Communications Commission ("FCC"), or that results in a violation of any rule or regulation of the FCC.
  - (vii) Employee's making of any disparaging oral or written statements regarding Company or any of its subsidiaries or affiliates, including, without limitation, its officers, directors, shareholders, managers, clients, sponsors, or advertisers.
  - (viii) Employee's acting in a tortious manner toward another employee, contractor, listener, client, sponsor, or advertiser.
  - (ix) Employee's use, possession, or distribution of illegal drugs, a non-prescribed controlled substance, or alcohol, or Employee's being under the influence of any of the foregoing, on Company premises or during the performance of Employee's duties.
  - (x) Employee's fraud, misappropriation of funds, embezzlement, theft or acts of similar dishonesty.
  - (xi) Employee's intentional or willful misconduct that may subject Company to criminal or civil liability.
  - (xii) Breach of Employee's duty of loyalty, including the diversion or usurpation of corporate opportunities properly belonging to Company.
  - (xiii) Employee's falsification of Company documents or other misrepresentation related to the business and affairs of Company.
  - (xiv) Employee's excessive tardiness or absenteeism.
  - (xv) Any conduct of Employee, whether on duty or off duty, that adversely affects Company's reputation and goodwill in the community, as determined by Company in its sole discretion.
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- (b) Termination for Other Than Cause. Company shall have the right to terminate Employee's employment at any time for other than cause. In the event that Company terminates Employee's employment for other than cause, provided that Employee executes a general liability release in a form satisfactory to Company, Company shall pay to Employee the amount of three (3) months' base compensation, subject to applicable deductions. For purposes of Section 409A of the United States Internal Revenue Code of 1986, as amended, and the Treasury Regulations (including proposed regulations) and guidance promulgated thereunder (collectively, "Code Section 409A"), Employee's termination pursuant to this subsection (b) is intended to mean an involuntary Separation from Service as defined in Code Section 409A.
- (c) Termination by Death or Disability.
- (i) Employee's employment shall terminate immediately upon Employee's death. In the event of termination by reason of death, Employee shall be entitled only to compensation earned as of the last day worked.
  - (ii) Company shall have the right to terminate Employee's employment immediately upon the date on which the Employee suffers a "Disability." "Disability" means that Employee is (a) unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, or (b) by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, receiving income replacement benefits for a period of not less than three (3) months under an accident and health plan covering employees of Company, or (c) determined to be totally disabled by the Social Security Administration. In the event of termination by reason of disability, Employee shall be entitled only to compensation earned as of the last day worked.
  - (iii) Employee's heirs, beneficiaries, successors, or assigns shall not be entitled to any of the compensation or benefits to which Employee is entitled under this Agreement, except: (a) to the extent specifically provided in this Employment Agreement; (b) to the extent required by law; or (c) to the extent that Company's benefit plans or policies under which Employee is covered provide a benefit to Employee's heirs, beneficiaries, successors, or assigns.
- (d) Proration of Bonus upon Termination. Any bonus payable to Employee pursuant to Section 4 of this Agreement shall be prorated (i) in the case of termination pursuant to Sections 10(b) or 10(c)(ii), through the last day of Employee's employment with Company, and (ii) in the case of termination pursuant to Section 10(c)(i), through the date of death.
- (e) Return of Company Property. In the event of any termination of this Agreement, Employee shall immediately return to Company, without limitation, all papers, materials, reports, memoranda, notes, plans, records, reports, computer tapes, software, and any other documents or items of whatever nature owned by Company or supplied to Employee by Company in connection with, or in the course of, Employee's employment.
- (f) 409A Compliance. To the extent any severance payments due Employee pursuant to subsection (b) hereof shall be treated as deferred compensation under Code Section 409A, payment of such amount shall be delayed until the first day of the seventh month following the date of Employee's termination, but only to the extent that such delay is necessary in order to avoid penalties under Code Section 409A with respect to payments to a Specified Employee, as defined in Treasury Regulations Section 1.409A-1(i) upon Separation from Service, as defined in Treasury Regulations Section 1.409A-1(h).
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11. Confidential Information.

- 11.1. "Confidential Information" is information however delivered, disclosed or discovered during the course of Employee's employment, that Employee has, or in the exercise of ordinary prudence should have, reason to believe is confidential or that Company designates as confidential, including but not limited to:
- (a) *Company Information*: company proprietary information, technical data, trade secrets or know-how, including but not limited to: research, processes, pricing strategies, communication strategies, sales strategies, sales literature, sales contracts, product plans, products, inventions, methods, services, computer codes or instructions, software and software documentation, equipment, costs, customer lists, business studies, business procedures, finances and other business information disclosed to Employee by Company, either directly or indirectly in writing, orally or by drawings or observation of parts or equipment and such other documentation and information as is necessary in the conduct of the business of Company; and
  - (b) *Third Party Information*: confidential or proprietary information received by Company from third parties.
- 11.2. Company's failure to mark any of the Confidential Information as confidential or proprietary will not affect its status as Confidential Information.
- 11.3. Employee agrees that the terms, conditions and subject matter of this Agreement are considered Confidential Information, except that Employee may disclose the terms, conditions and subject matter of this Agreement to Employee's attorneys, accountants or financial advisors, and spouse or domestic partner.
- 11.4. Confidential Information does not include information that has ceased to be confidential by reason of any of the following: (i) was in Employee's possession prior to the date of this Agreement, *provided* that such information is not known by Employee to be subject to another confidentiality agreement with, or other obligation of secrecy to, Company, or another party; (ii) is generally available to the public and became generally available to the public other than as a result of a disclosure in violation of this Agreement; (iii) became available to Employee on a non-confidential basis from a third party, *provided* that such third party is not known by Employee to be bound by a confidentiality agreement with, or other obligation of secrecy to, Company, or another party or is otherwise prohibited from providing such information to Employee by a contractual, legal or fiduciary obligation; or (iv) Employee is required to disclose pursuant to applicable law or regulation (as to which information, Employee will provide Company with prior notice of such requirement and, if practicable, an opportunity to obtain an appropriate protective order).
- 11.5. Employee shall not, either during or after the termination of Employee's employment with Company, communicate or disclose to any third party the substance or content of any Confidential Information, or use such Confidential Information for any purpose other than the performance of Employee's obligations hereunder. Employee acknowledges and agrees that any Confidential Information obtained by Employee during the performance of Employee's employment concerning the business or affairs of Company, or any subsidiary, affiliate, or joint venture of Company, is the property of Company, or such subsidiary, affiliate, or joint venture of Company, as the case may be.
- 11.6. Employee agrees to return all Confidential Information, including all copies and versions of such Confidential Information (including but not limited to information maintained on paper, disk, CD-ROM, network server, or any other retention device whatsoever) and other property of Company, to Company immediately upon Employee's separation from Company (regardless of the reason for the separation).
- 11.7. The terms of this Section 11 are in addition to, and not in lieu of, any other contractual, statutory, or common law obligations that Employee may have relating to the protection of Company's Confidential Information or its property. The terms of this Section 11 shall survive two (2) years following Employee's separation from Company.
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12. Noncompetition and Nonsolicitation.

- 12.1. Employee acknowledges that, by reason of Employee's employment, Employee will have access to and may acquire considerable knowledge of proprietary or confidential information concerning Company's business, operations, sales goals, marketing plans, business strategies, clients, potential clients, and suppliers, which information, if known by or disclosed to Company's competitors or clients, would place Company at a competitive disadvantage and cause harm to Company.
- 12.2. As a condition of employment, Employee agrees to be bound by a separate Noncompetition Agreement, which shall be executed contemporaneously herewith and attached to this Agreement as Schedule I. Additionally, for a period of six (6) months immediately following the termination of Employee's employment with Company ("Restrictive Period"):
- (a) Employee shall not, directly or indirectly, solicit, divert, or take away, or attempt to solicit, divert, or take away, the business or patronage of any client, potential client, or account of Company that was a client, potential client, or account of Company while Employee was employed by Company.
  - (b) Employee shall not, directly or indirectly, induce or attempt to induce any employee of Company, or any of Company's subsidiaries and affiliates, to leave the employ of Company, or any of Company's subsidiaries and affiliates.
  - (c) Employee shall not, directly or indirectly, employ or attempt to employ any person who is an employee of Company, or any of Company's subsidiaries and affiliates.
  - (d) Employee shall not, directly or indirectly, solicit, induce, or attempt to induce any customer, supplier, or third party having a business relationship with Company, or any of Company's subsidiaries and affiliates, to cease doing business with, or materially alter its relationship with, Company, or any of Company's subsidiaries and affiliates.
- 12.3. Employee acknowledges and agrees that every effort has been made to limit the Restrictive Period and the restrictions placed upon Employee to those that are reasonable and necessary to protect Company's legitimate interests.
- 12.4. If any restriction set forth in this Section 12 is found by any court of competent jurisdiction to be unenforceable, it is hereby agreed that this Section 12 shall be interpreted to extend only over the maximum period of time, range of activities or geographic area as to which it may be enforceable.
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13. Equitable Relief and Legal Action.

13.1. Employee acknowledges and agrees that Employee's breach of Section 11 or Section 12 of this Agreement will cause Company substantial and irreparable harm, and therefore, in the event of any such breach, in addition to such other remedies that may be available to Company, Company shall be entitled to equitable relief, including specific performance and injunctive relief.

13.2. In the event that legal action is deemed necessary by Company to enforce this Agreement and Company is the prevailing party, Employee acknowledges and agrees that Company shall be entitled to an award of costs and reasonable attorneys' fees, plus interest.

14. Ownership of Intellectual Property. All Intellectual Property (defined below) is, shall be and shall remain the exclusive property of Company. Employee hereby assigns to Company all right, title and interest, if any, in and to the Intellectual Property; provided, however, that, when applicable, Company shall own the copyrights in all copyrightable works included in the Intellectual Property pursuant to the "work-made-for-hire" doctrine (rather than by assignment), as such term is defined in the Copyright Act of 1976. All Intellectual Property shall be owned by Company irrespective of any copyright notices or confidentiality legends to the contrary that may be placed on such works by Employee or by others. Employee shall ensure that all copyright notices and confidentiality legends on all work product authored by Employee or anyone acting on Employee's behalf shall conform to Company's practices and shall specify Company as the owner of the work. The term "Intellectual Property" shall mean all trade secrets, ideas, inventions, designs, developments, devices, methods and processes (whether or not patented or patentable, reduced to practice) and all patents and patent applications related thereto, all copyrights, copyrightable works and mask works and all registrations and applications for registration related thereto, all confidential information, and all other proprietary rights contributed to, or conceived or created by, Employee or anyone acting on Employee's behalf (whether alone or jointly with others) at any time during the course of Employee's employment that (i) relate to the business or to the actual or anticipated research or development for Company; (ii) result from any Services that Employee or anyone acting on Employee's behalf performs for Company; or (iii) are created using the equipment, supplies or facilities of Company.

15. Legal Right and Conflict of Interest.

15.1. Employee covenants and warrants that Employee has the unlimited legal right to enter into this Agreement and to perform in accordance with its terms without violating the rights of others or any applicable law, and that Employee has not and shall not become a party to any other agreement of any kind and shall not perform any work or service on behalf of any individual, business, corporation, or organization that would create a conflict of interest in the performance of Employee's obligations under this Agreement.

15.2. Employee agrees to conduct Employee's personal affairs in a manner that does not conflict with Company's interests. Employee agrees not to enter into any transaction, acquire any interest, or take any action that is contrary to Company's interests or incompatible with Employee's duty of loyalty to Company and Employee's obligations under this Agreement.

15.3. Employee acknowledges and agrees that Employee will not, directly or indirectly (whether as a director, officer, partner, employee, agent, or stockholder of another company), compete with Company, or furnish any service to Company or its customers, as an independent contractor, while employed by Company. Employee further agrees that Employee will not use Company's name to further Employee's personal interests.

16. Force Majeure. Company shall have no liability under this Agreement if performance by Company of its obligations hereunder shall be prevented, interfered with, interrupted or omitted because of any act of God, act of terrorism, failure of facilities, labor dispute, or government or court action, or any other cause beyond the control of Company.

17. Notices. All notices and other communications required or permitted to be given by this Agreement shall be in writing and shall be deemed received if and when either hand delivered and a signed receipt is given thereof, delivered by overnight courier (*e.g.*, Fedex), or delivered by registered or certified United States mail, return receipt requested, postage prepaid and addressed as follows, or at such other address as any party hereto shall notify the other of in writing:

If to Company: Radio One, Inc.  
5900 Princess Garden Parkway, 7<sup>th</sup> Floor  
Lanham, Maryland 20706  
Attention: Linda J. Vilaro

Copy to Company Attorney: Radio One, Inc.  
5900 Princess Garden Parkway, 7<sup>th</sup> Floor  
Lanham, Maryland 20706  
Attention: General Counsel

If to Employee: Peter D. Thompson  
(At last known address on file with Company)

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18. Amendment to Comply with Section 409A of the Internal Revenue Code. To the extent that this Agreement or any part thereof is deemed to be a nonqualified deferred compensation plan subject to Code Section 409A, (a) the provisions of this Agreement shall be interpreted in a manner to the maximum extent possible to comply in good faith with Code Section 409A, and (b) the parties hereto agree to amend this Agreement for purposes of complying with Code Section 409A promptly upon issuance of any Treasury regulations or guidance thereunder, provided that any such amendment shall not materially change the value of the benefits payable to the Employee hereunder or otherwise materially adversely affect the Employee, Company, or any affiliate of Company, without the consent of such party.

19. Miscellaneous Provisions.

- (a) No Assignment or Delegation. Employee acknowledges that the services to be rendered by Employee pursuant to this Agreement are unique and personal, and agrees that Employee shall not assign any of Employee's rights nor delegate any of Employee's duties under this Agreement.
- (b) No Waiver. Failure to invoke any right, condition, or covenant in this Agreement by either party shall not be deemed to imply or constitute a waiver of any right, condition, or covenant of this Agreement.
- (c) Severability and Enforceability. In the event that any provision of this Agreement shall be held invalid by a court of competent jurisdiction, such provision shall be deleted from the Agreement, which shall then be construed to give effect to the remaining provisions thereof. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Similarly, if the scope of any restriction or covenant contained herein should be or become too broad or extensive to permit enforcement thereof to its full extent, then the parties hereto agree that a court of competent jurisdiction should enforce any such restriction or covenant to the maximum extent permitted by law.
- (d) Governing Law. This Agreement and the relationship among the parties shall be construed under and governed by the laws of the State of Delaware, without regard to the conflict of laws rules thereof, and the parties hereby submit to the jurisdiction of the state and federal courts of the State of Delaware for the purpose of resolving any disputes arising under or relating to this Agreement.
- (e) Headings. The headings in this Agreement are solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.
- (f) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.
- (g) Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and, except as expressly provided in this Agreement, supersedes any and all previous written or oral agreements, representations, warranties, statements, correspondence, and understandings between the parties with respect to the subject matter hereof. This Agreement cannot be amended or modified except by a written agreement signed by all parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and year first above written.

**RADIO ONE, INC.**

**PETER D. THOMPSON**

By: Linda J. Vilaro

Signature:

Title: Vice President

Address: 1400 29<sup>th</sup> Street, NW  
Washington, D.C. 20007

Date:

Date:

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**SCHEDULE I**  
**NONCOMPETITION AGREEMENT**

THIS NONCOMPETITION AGREEMENT ("Agreement") is made and entered into as of the 3<sup>rd</sup> day of March, 2011 ("Effective Date"), by and between Radio One, Inc. ("Company") and Peter D. Thompson ("Employee").

**RECITALS**

WHEREAS, Company, directly and through subsidiaries and affiliates, is engaged in the business of owning and managing broadcast media, including fifty-two (52) radio stations in sixteen (16) markets in the United States; and

WHEREAS, Company wishes to employ Employee, and Employee wishes to be employed by Company, to serve as Executive Vice President and Chief Financial Officer, commencing on or about February 20, 2011; and

WHEREAS, Employee acknowledges that Company has the right to protect its interests in its relationships with its listeners, advertisers, and sponsors; its goodwill; and its economic advantage; and

WHEREAS, Employee further acknowledges that, by reason of Employee's employment, Employee will have access to and may acquire considerable knowledge of proprietary or confidential information concerning Company's business, operations, sales goals, marketing plans, business strategies, clients, potential clients, and suppliers, which information, if known by or disclosed to Company's competitors or clients, would place Company at a competitive disadvantage and cause harm to Company; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Employee, intending to be legally bound, hereby agree as follows:

**1. COVENANT NOT TO COMPETE**

- 1.1. Employee agrees that, for a period of six (6) months immediately following the termination of Employee's employment with Company for any reason ("Restricted Period"), Employee shall not, either directly or indirectly, own, control, manage, operate, participate in, be employed by, or act for or on behalf of, any "Competitive Business" in the United States. "Competitive Business" is defined to include any enterprise or individual engaged in owning and/or managing broadcast media that principally target African-American audiences.
- 1.2. The foregoing shall not prohibit Employee from being a passive owner of not more than 5% of the outstanding stock of a company that is publicly traded, so long as Employee has no active participation in the business of such company.
- 1.3. Employee acknowledges and agrees (i) that the restrictions placed upon Employee have been limited to those that are reasonable and necessary to protect Company's legitimate interests and (ii) that the restrictions set forth herein will not prevent Employee from earning a living.

**2. TERMINATION OBLIGATIONS**

- 2.1. Employee's representations, warranties, and obligations contained in this Agreement shall survive the termination of Employee's employment.
- 2.2. Following any termination of employment, Employee will fully cooperate with Company in all matters relating to Employee's continuing obligations under this Agreement.
- 2.3. In the event that Employee leaves the employ of Company, Employee hereby grants consent to notification by Company to Employee's new employer about Employee's rights and obligations under this Agreement.
- 2.4. Upon termination of employment, Employee hereby agrees to execute a certificate acknowledging compliance with this Agreement in the form provided by Company.

**3. EMPLOYEE ACKNOWLEDGEMENT**

- 3.1. Employee acknowledges that Employee has had the opportunity to consult legal counsel in regard to this Agreement, that Employee has read and understands this Agreement, that Employee is fully aware of its legal effect, and that Employee has entered into it freely and voluntarily and based on Employee's own judgment and not on any representations or promises other than those contained in the Agreement.
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#### **4. NO ASSIGNMENT OR DELEGATION**

- 4.1. Employee acknowledges that the services to be rendered by Employee pursuant to this Agreement are unique and personal, and agrees that Employee shall not assign any of Employee's rights nor delegate any of Employee's duties under this Agreement.

#### **5. NO WAIVER**

- 5.1. Failure to invoke any right, condition, or covenant in this Agreement by either party shall not be deemed to imply or constitute a waiver of any right, condition, or covenant of this Agreement.

#### **6. SEVERABILITY AND ENFORCEABILITY**

- 6.1. If any part, term or provision of this Agreement is held to be illegal, invalid, void, or unenforceable, or to be in conflict with any law, the validity of the remaining provisions or portions of this Agreement shall not be affected, and the rights of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held invalid.
- 6.2. If the scope of any restriction or covenant contained herein should be or become too broad or extensive to permit enforcement thereof to its full extent, then the parties hereto agree that a court of competent jurisdiction should enforce any such restriction or covenant to the maximum extent permitted by law.
- 6.3. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other agreement entered into by the parties, including any non-solicitation agreement.

#### **7. GOVERNING LAW**

- 7.1. This Agreement and the relationship among the parties shall be construed under and governed by the laws of the State of Delaware without regard to the conflict of laws rules thereof.

#### **8. FORUM SELECTION**

- 8.1. The parties hereto agree that all actions or proceedings arising in connection with this Agreement shall be conducted exclusively in the State of Delaware.
- 8.2. The aforementioned choice of forum is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than the State of Delaware.
- 8.3. Each party hereby waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the state and federal courts located in the State of Delaware shall have personal jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement.
- 8.4. Each party hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it as contemplated by this paragraph by registered or certified mail, return receipt requested, postage prepaid, to its address for the giving of notices as set forth in this Agreement.
- 8.5. Any final judgment rendered against a party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law.

#### **9. EQUITABLE RELIEF**

- 9.1. Employee acknowledges and agrees that Employee's breach of this Agreement will cause Company substantial and irreparable harm, and therefore, in the event of any such breach, in addition to such other remedies that may be available to Company, Company shall be entitled to equitable relief, including specific performance and injunctive relief.

#### **10. ATTORNEYS' FEES**

- 10.1. In the event that legal action is deemed necessary by Company to enforce this Agreement and Company is the prevailing party, Employee acknowledges and agrees that Company shall be entitled to an award of costs and reasonable attorneys' fees, plus interest.
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**11. TOLLING PROVISION**

11.1. In the event that either party initiates litigation in an attempt to confirm or enforce its rights under this Agreement, the parties agree that the Restricted Period during which Employee is prohibited from competing with the Company will be tolled during the period of time in which such litigation is pending.

**12. HEADINGS**

12.1. The headings in this Agreement are solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

**13. COUNTERPARTS**

13.1. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

**14. ENTIRE AGREEMENT**

14.1. This Agreement constitutes the entire agreement and understanding between the parties regarding Employee’s agreement not to compete with Company in accordance with the terms described in the Agreement. This Agreement supersedes any and all previous written or oral agreements, representations, warranties, statements, correspondence, and understandings between the parties concerning this subject matter. This Agreement cannot be amended or modified by the parties to the Agreement except by a written agreement signed by all parties hereto.

\_\_\_\_\_  
Employee

Date: \_\_\_\_\_

\_\_\_\_\_  
Company Representative

Date: \_\_\_\_\_

