

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

----- X
: Index No.:
: Date Purchased:
:
ARBITRON INC., : Plaintiffs designate New York
: County as the place of trial.
Plaintiffs :
: The basis of venue is CPLR
-against- : § 503(a)
:
SPANISH BROADCASTING SYSTEM, INC. : **SUMMONS**
:
Defendant. : Plaintiffs reside at
: 142 West 57th Street
: New York, New York 10019
:
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To the above named Defendant(s)

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's attorneys within twenty (20) days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York
February 11, 2010

DICKSTEIN SHAPIRO LLP

By: 
Alfred R. Fabricant
Lawrence C. Drucker
Peter Lambrianakos

1633 Broadway
New York, New York 10019
(212) 277-6500

Attorneys for Plaintiff Arbitron Inc.

Defendant's Address:

2601 South Bayshore Drive,
Penthouse II,
Coconut Grove, Florida 33133

The parties expressly agree that any and all disputes arising out of or concerning this Agreement shall be litigated and adjudicated exclusively in State and/or Federal Courts located in either the State of New York or the State of Maryland, at Arbitron's option, and each party consents to and submits to both such jurisdictions.

A substantially identical clause is contained in ¶ 15(b) of Exhibit 2 and ¶ 10(b) of Exhibit 3.

5. Venue in this county is proper pursuant to CLPR § 503 because Arbitron has a place of business located within New York County.

Factual Allegations

6. At all times material to this action, Arbitron was engaged in the business of, among other things, providing data and reports concerning audience measurement of radio listening within designated survey areas throughout the United States. Arbitron collects radio audience listening data from which it then produces estimates and reports ("Arbitron Data and Reports"). Arbitron Data and Reports are and have been, at all material times, individually and collectively original works of authorship uniquely created by Plaintiff's own skill, expertise, opinion, labor and judgment.

7. Arbitron Data and Reports, research services and other data are licensed to subscribers pursuant to the terms of written agreements. The subscribers are granted licenses to use the Arbitron Data and Reports, which remain at all times the sole and exclusive property of Arbitron.

8. Since approximately 2007, Arbitron has collected radio audience and listening data using its Portable People Meter, or PPM. The PPM is a small electronic device worn by panelists who participate in Arbitron's survey of radio listeners. The PPM electronically and automatically picks up hidden inaudible code embedded in radio broadcasts using encoding equipment supplied by Arbitron and installed at each radio station's broadcast facility. Arbitron enters into encoding agreements with broadcasters governing the encoding of their radio broadcasts.

9. On or about June 6, 2007, Arbitron and SBS entered into an “Encoding Agreement for Spanish Broadcasting System, Inc.” (the “Encoding Agreement”) whereby Arbitron licensed its encoding equipment to SBS in consideration for SBS’s promise to encode the radio broadcasts of the following SBS radio stations: WLEY-FM (Chicago); KXOL-FM and KLAX-FM (Los Angeles); WRMA-FM, WXDJ-FM and WCMQ-FM (Miami); WSKQ-FM and WPAT-FM (New York); KRZZ-FM (San Francisco); and WZET-FM, WZMT-FM, WZNT-FM, WODA-FM, WCMA-FM, WIOB-FM, WIOA-FM, WMED-FM, WIOC-FM, WEGM-FM, and WNOD-FM (Puerto Rico). A true and correct copy of the Encoding Agreement is attached hereto as Exhibit 1.

10. On or about September 18, 2007, Arbitron and SBS entered into a “Radio Station License Agreement to Receive and Use Arbitron PPM™ Data and Estimates” (the “PPM License Agreement”) whereby Arbitron agreed to provide Arbitron Data and Reports to SBS. A true and correct copy of the PPM License Agreement is attached hereto as Exhibit 2. At the same time, Arbitron and SBS also entered into “Radio Station License Agreement to Receive and Use Scarborough Reports” (the “Scarborough Agreement”) to provide additional data and reports. A true and correct copy of the Scarborough Agreement is attached hereto as Exhibit 3. Pursuant to these agreements, Arbitron granted to SBS a limited license to use the Arbitron Data and Reports in exchange for license fees to be paid in periodic installments as specifically provided in the agreements.

11. The Encoding Agreement provides that its effective period is coterminous with SMS’s latest to expire Radio Station License Agreement to Receive and Use Arbitron PPM™ Data and Estimates with Arbitron. Since the PPM License Agreement expires following the delivery of the February 2013 Arbitron Data and Reports and remains in full force and effect, the earliest expiration date of the Encoding Agreement is February 2013. The PPM License

Agreement does not provide SBS with any right to terminate or cancel the PPM License Agreement prior to the end of its term.

12. SBS breached its obligations under the terms of the Encoding Agreement. On Thursday, February 4, 2010, Arbitron detected that the broadcasts of the following SBS radio station were no longer being encoded: WLEY-FM (Chicago); KXOL-FM and KLAX-FM (Los Angeles); WRMA-FM, WXDJ-FM and WCMQ-FM (Miami); WSKQ-FM and WPAT-FM (New York); and KRZZ-FM (San Francisco). SBS's directors of engineering in its New York and San Francisco facilities confirmed that the corporate office of SBS had ordered that the encoding equipment be turned off.

13. By reason of the material breach of the Encoder Agreement, Arbitron will suffer irreparable harm that cannot adequately be addressed by money damages. SBS's refusal to encode its radio broadcasts destroys Arbitron's ability to gather listening data regarding those stations and deliver it to Arbitron's subscribers who have contracted to receive Arbitron Data and Reports. Arbitron's subscribers license the PPM ratings on the premise that the broadcasters who have agreed to encode their radio broadcasts will continue to do so throughout the entire term of their agreements. Arbitron specifically informs advertising agencies of the particular stations in each market for which Arbitron will be providing listening data, and those agencies expect to receive this information throughout the life of the active encoding agreements broadcasters have entered into with Arbitron. Many of these agencies focus on minority-format stations, and so SBS's absence from the ratings would be a particularly harsh blow to their business. Similarly, all minority and general market subscribing broadcasters in SBS's markets will also suffer because they will now be unable to determine how their stations rank in comparison to SBS's stations. Arbitron's inability to provide estimates as to the audiences of SBS's radio stations decreases the overall value of the Arbitron Data and Reports to subscribers

because the Arbitron Data and Reports now provide a less complete and thorough portrayal of radio listening in the markets where SBS is no longer encoding.

FIRST CLAIM FOR RELIEF
(Specific Performance)

14. Arbitron repeats the allegations contained in paragraphs 1 through 13, above, as if fully set forth herein.

15. Arbitron has fulfilled all of its obligations and conditions precedent under the Encoding Agreement as well as the PPM License Agreement and Scarborough Agreement. Arbitron stands ready, willing and able to perform its remaining obligations under the Encoding Agreement.

16. SBS has materially breached the Encoding Agreement by ceasing to encode the broadcasts of its radio stations. SBS is able to perform its obligations under the Encoding Agreement simply by turning on the encoders in each of its broadcasting sites.

17. By virtue of the material breach of the Encoder Agreement, Arbitron will suffer irreparable harm that cannot adequately be addressed by money damages. Specifically, SBS's refusal to encode its radio broadcasts destroys Arbitron's ability to gather listening data regarding those stations and deliver it to Arbitron's other subscribers to the Arbitron Data and Reports. As a result, the value of the Arbitron Data and Reports in the markets where SBS is no longer encoding is diminished because they now provide a less complete and thorough portrayal of radio listening in those markets. In addition, Arbitron will suffer, *inter alia*, harm to its reputation and loss of goodwill.

18. Money damages are inadequate to compensate Arbitron for SBS's breach of the Encoding Agreement. The loss in value to the Arbitron Data and Reports in the New York, Chicago, Miami, Los Angeles and San Francisco markets is not quantifiable with reasonable certainty, and the mere award of money damages would not redress Arbitron's expectation

interest in obtaining listening data regarding SBS's radio stations. Arbitron has no other means of obtaining PPM listening data as to SBS's radio stations except through the encoding of those broadcasts. There is no substitute for encoding.

19. SBS will not suffer undue hardship if compelled to perform its obligation to encode pursuant to the Encoding Agreement. The restart of SBS's encoding hardware at its broadcasting locations would reinstate the status quo that has existed since June 2007 without causing any harm to SBS.

SECOND CLAIM FOR RELIEF

(Breach of Contract)

20. Arbitron repeats the allegations contained in paragraphs 1 through 19, above, as if fully set forth herein.

21. Arbitron has fulfilled all of its obligations and conditions precedent under the Encoding Agreement as well as the PPM License Agreement and Scarborough Agreement.

22. SBS has materially breached the Encoding Agreement by ceasing to encode the broadcasts of its radio stations.

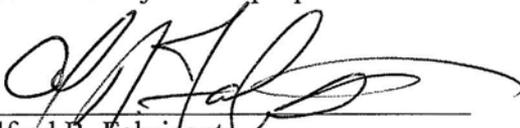
23. By reason of the material breach of the Encoder Agreement, Arbitron will suffer monetary damages in excess of one million dollars (\$1,000,000).

WHEREFORE, Plaintiff demands judgment against SBS as follows:

- (a) an order compelling Defendant to perform its obligations pursuant to the Encoding Agreement by resuming the encoding of its radio broadcasts and continuing to encode those broadcasts through at least February, 2013;
- (b) an award of damages sufficient to compensate Arbitron for its losses sustained as a result of SBS's breach of the Encoding Agreement;
- (c) an award of Arbitron's reasonable attorneys fees and costs incurred in bringing this action; and

(d) such other and further relief as this Court deems just and proper.

Dated: New York, New York
February 11, 2010

By: 

Alfred R. Fabricant
Lawrence C. Drucker
Peter Lambrianakos
DICKSTEIN SHAPIRO LLP
1633 Broadway
New York, New York 10019
(212) 277-6500

Attorneys for Plaintiff Arbitron Inc.

EXHIBIT 1

Encoding Agreement for Spanish Broadcasting System, Inc.

Date: June 6, 2007

THIS AGREEMENT is between Arbitron Inc., a Delaware corporation ("Arbitron"), and the undersigned ("Licensee"). In consideration for Licensee's agreement to encode all of its audio-based and/or audio/video based media content pursuant to the terms and conditions set forth herein for use in one or more PPM electronic measurement services, Arbitron hereby grants to Licensee listed below, a personal, limited, nontransferable and nonexclusive license to use Arbitron's PPM encoding technology which includes encoder(s) (hardware and/or software) and monitor(s) (collectively, the "Equipment"). The term Equipment shall include all Equipment listed below as well as any other Equipment provided to Licensee. As further consideration for Licensee's agreement to encode, Licensee will be eligible to be reported in one or more of such electronic measurement services. Title to the Equipment shall remain with Arbitron at all times.

1. Term/Equipment: This Agreement shall become effective when countersigned by Arbitron's Contract Manager and shall be for a period coterminous with Licensee's latest to expire Radio Station License Agreement to Receive and Use Arbitron PPM Data and Estimates entered into between Arbitron and Licensee and thereafter shall automatically renew for five (5) year periods unless either party provides at least 120 days written notice to the other that it does not desire to renew this Agreement (the initial terms and any successive term, the "Term"). This Agreement will continue without regard to Licensee's ownership absent a valid Assignment pursuant to Section 4 of this Agreement.

Licensee: Spanish Broadcasting System, Inc.

Encoded media content (list outlets): See "Schedule B" attached hereto

Number of hardware encoder(s) provided: TBD
Number of software encoder(s) provided: TBD
Number of monitor(s) provided: TBD

Licensee acknowledges that all logos, trade names, trademarks or service marks and other such intellectual property, are the sole and exclusive property of Arbitron and, where indicated, of other entities. Licensee agrees it shall not use any such intellectual property without the express written consent of its owner.

2. Warranty: ARBITRON MAKES NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS, CONCERNING THE EQUIPMENT PROVIDED HEREUNDER. THE EQUIPMENT PROVIDED HEREUNDER IS PROVIDED TO LICENSEE "AS IS - WHERE IS" AND RELIANCE THEREON AND USE THEREOF BY LICENSEE IS AT LICENSEE'S OWN RISK.

3. Liabilities and Limitations of Remedies: THE SOLE AND EXCLUSIVE REMEDY, AT LAW OR IN EQUITY, FOR ARBITRON'S AND/OR ANY THIRD PARTY'S BREACH OF ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS, AND THE SOLE AND EXCLUSIVE REMEDY FOR ARBITRON'S AND/OR ANY THIRD PARTY'S LIABILITY OF ANY KIND, INCLUDING WITHOUT LIMITATION LIABILITY FOR NEGLIGENCE OR DELAY WITH RESPECT TO THE EQUIPMENT, SHALL BE LIMITED TO \$100 IN THE AGGREGATE. IN NO EVENT SHALL ARBITRON AND/OR ANY THIRD PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

4. Assignments: Licensee may not assign either its rights or obligations under this Agreement without the prior written consent of Arbitron. Subject to Arbitron's consent, a successor-in-interest by

merger, operation of law, assignment, purchase or otherwise of the entire business of Licensee shall acquire all rights and be subject to all obligations of Licensee hereunder. Arbitron shall be entitled to assign any of its rights or obligations under this Agreement.

5. Encoding by Licensee: Licensee agrees to continuously encode all Arbitron approved forms of its audio-based and/or audio/video based media content and means of distribution with the Arbitron PPM encoding technology. Licensee further agrees to encode any audio-based and/or audio/video based media content which is broadcast as other than 100% simulcast with a separate unique code (including encoding media content with variations in advertisements as well as any other media content that does not meet the 100% simulcast standard).

Within thirty (30) days from receipt of the Equipment, Licensee shall install the Equipment in a proper manner consistent with specifications provided by Arbitron and shall ensure that the Equipment is encoding at all times. Arbitron, and/or its authorized representative(s), agrees to assist Licensee with the installation of the Equipment. If the Equipment fails to operate properly, Licensee shall notify Arbitron of such failure within twenty-four (24) hours after Licensee learns of such improper operation. Licensee hereby agrees to provide Arbitron with reasonable assistance and access to its premises to repair and/or upgrade any Equipment and shall cooperate with Arbitron in the diagnosis and correction of any problems. LICENSEE'S FAILURE TO INSTALL THE EQUIPMENT PROPERLY AND/OR ENSURE THAT THE EQUIPMENT IS ONLINE AND OPERATING PROPERLY AT ALL TIMES MAY RESULT IN THE FAILURE OF AUDIENCE EXPOSURES TO THE ENCODED MEDIA CONTENT TO BE COLLECTED BY THE PPM ELECTRONIC MEASUREMENT SYSTEM. FURTHER, IF LICENSEE FAILS TO MAINTAIN ITS BROADCAST SIGNALS IN ACCORDANCE WITH GENERAL INDUSTRY STANDARDS AND SPECIFICATIONS THE EQUIPMENT MAY NOT OPERATE PROPERLY.

Licensee agrees that it shall incorporate any and all enhancements, modifications, updates and upgrades relating to the Equipment within ten (10) days of such being provided to Licensee or as otherwise reasonably requested by Arbitron. Arbitron may contact Licensee in the event that it determines that the Equipment is not operating properly. Licensee shall take all reasonable action to ensure that the Equipment is: (i) installed and used in a safe, careful and proper manner, (ii) not reverse engineered, decompiled, duplicated, disassembled or modified in any way, and (3) operated in compliance with all applicable laws, ordinances, rules and regulations.

The Equipment may only be used for Licensee's audio-based and/or audio/video based media content. Licensee shall provide Arbitron with written documentation of the location of the Equipment (including a wiring diagram depicting the Equipment's installation relative to other associated equipment) and contact information for an engineer at each location within five (5) business days of installation or reinstallation of an encoder. In the event of physical relocation of the Equipment, Licensee shall advise Arbitron in writing of the new location within fifteen (15) days of its relocation. LICENSEE HEREBY AGREES THAT IT WILL NOT USE THE EQUIPMENT TO ENCODE ANY MEDIA CONTENT AND/OR MEANS OF DISTRIBUTION NOT SPECIFICALLY ASSIGNED TO SUCH MEDIA CONTENT AND/OR MEANS OF DISTRIBUTION BY ARBITRON WITHOUT THE PRIOR WRITTEN APPROVAL OF ARBITRON.

The Equipment and any intellectual property embodied therein are, and shall at all times remain, the sole and exclusive property of Arbitron, and Licensee shall have no right, title or interest therein or thereto. Licensee shall ensure that Arbitron's rights in and to the Equipment is preserved against all third parties having access to the Equipment through Licensee. All additions, alterations, modifications and improvements to the Equipment, whether or not authorized hereby, shall belong to and immediately become the property of Arbitron and

Arbitron shall retain all right, title and interest therein and thereto. The intellectual property rights and obligation shall survive the termination of this Agreement.

Distortion Activity: Licensee agrees that it shall not engage in any activities which are determined by Arbitron to be encoding distortion. Such prohibited activities may include, but are not limited to, activities which could:

- (i) cause any panelist to misrepresent his/her demographic or other characteristics or that of his/her household in which he or she resides; or
- (ii) cause any panelist to surrender control of his or her PPM meter or other equipment to any one not authorized by Arbitron, including, but not limited to, a party determined by Arbitron to be media-affiliated; or
- (iii) constitute use of Arbitron's encoded signal for purposes not authorized by Arbitron or otherwise encode any media not authorized by Arbitron; or
- (iv) determine, or attempt to discover, the identity of a panelist or otherwise cause, the identity or location of a panelist to become known other than to Arbitron; or
- (v) cause participation in the panel by a media affiliated individual.

7. General:

(a) All notices to either party shall be in writing and shall be directed to the addresses stated hereafter unless written notice of an address change has been provided.

(b) This Agreement shall be deemed to be an agreement made under, and to be construed and governed by, the laws of the State of New

York, exclusive of its choice of law rules. The parties expressly agree that any and all disputes arising out of or concerning this Agreement shall be litigated and adjudicated exclusively in State and/or Federal Courts located in either the State of New York or the State of Maryland, at Arbitron's option, and each party consents to and submits to both such jurisdictions.

(c) This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, notwithstanding any previous discussions and understandings; and shall not be deemed to have been modified in whole or in part except by written instruments signed hereafter by officers of the parties or other persons to whom the parties have delegated such authority.

(d) Any litigated question regarding the legality, enforceability or validity of any section or part hereof shall not affect any other section, and if any section or part hereof is ultimately determined illegal, invalid, unconstitutional or unenforceable, that section or part hereof shall be severed from this Agreement and the balance of the Agreement shall thereafter remain in full force and effect for the remainder of the Term.

(e) Arbitron may terminate this Agreement for any reason on thirty (30) days' written notice to Licensee.

(f) **Waiver of Jury Trial:** EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUES, DEMANDS, ACTIONS, CAUSES OF ACTION, CONTROVERSIES, CLAIMS OR DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES HERETO.

AGREED TO:

Spanish Broadcasting System, Inc.
(LICENSEE)

See "Schedule B" Attached hereto
FOR USE ONLY BY LICENSEE(S)

LESS _____

CITY _____ STATE _____ ZIP _____

BY (AUTHORIZED SIGNATURE) *Joseph A. Garcia*

NAME (TYPE OR PRINT NAME OF PERSON SIGNING ABOVE) Joseph A. Garcia

TITLE CFO DATE 6/14/07

ACCEPTED BY:

CONTRACT MANAGER

DATE

[Signature]
8/13/07

Arbitron Inc.
9705 Patuxent Woods Drive
Columbia, Maryland 21046-1572

Spanish Broadcasting System, Inc.
"SCHEDULE B"

Arbitron Inc.
Company Confidential
June 8, 2007

Attachment to Spanish Broadcasting System Encoding Agreement dated June 6, 2007

<u>Market(s)</u>	<u>Station</u>
Chicago, IL	WLEY-FM
Los Angeles, CA	KXOL-FM
Los Angeles, CA	KLAX-FM
Miami-Ft. Lauderdale-Hollywood, FL	WRMA-FM
Miami-Ft. Lauderdale-Hollywood, FL	WXDJ-FM
Miami-Ft. Lauderdale-Hollywood, FL	WCMQ-FM
New York, NY	WSKQ-FM
New York, NY	WPAT-FM
Puerto Rico	WZET-FM
Puerto Rico	WZMT-FM
Puerto Rico	WZNT-FM
Puerto Rico	WODA-FM
Puerto Rico	WCMA-FM
Puerto Rico	WIOB-FM
Puerto Rico	WIOA-FM
Puerto Rico	WMEG-FM
Puerto Rico	WIOC-FM
Puerto Rico	WEGM-FM
Puerto Rico	WNOD-FM
San Francisco, CA	KRZZ-FM

Note: Each station will receive two (2) encoders and one (1) monitor.

AGREED TO:

Spanish Broadcasting System, Inc.

Name


CFO

Title:

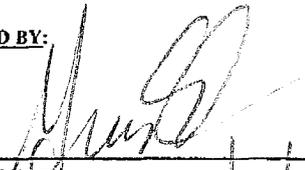
6/14/07

Date:

ACCEPTED BY:

Arbitron Inc.

Contracts Manager


6/13/07

Date:

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EXHIBIT 2

current in its payments of all sums due; and/or (iii) send Station written notice that Station's license hereunder is suspended, in which case Station further expressly agrees that it thereafter shall not use Data and/or Reports and/or Systems previously received by Station until such time as Station becomes current in its payments of all sums due for services licensed by Arbitron. Acceleration by Arbitron under this provision shall not be deemed or considered a penalty but rather represents a good faith effort to quantify the harm that is reasonably related at the time of execution of the contract to Station's failure to pay the License Charges for the entire term, as due under this Agreement.

(c) In the event Station is in default in its payment obligations under this Agreement or under any other agreement for Station's use of services licensed by Arbitron in this Market or an adjacent market, then Arbitron may exercise any or all of its rights set forth in Section 5(b) of this Section 5 with respect to any such agreement entered into with Arbitron by Station or any of Station's affiliated, subsidiary or related corporations or entities regardless of whether such other agreements are in default. For purposes of this Section 5(c), a corporation or entity shall be deemed to be affiliated with or related to Station if (i) such corporation or entity owns or controls more than a fifty percent (50%) interest in Station and/or it enters or has entered into any management agreement, joint operating agreement or other business relationship with Station; or (ii) Station owns or controls more than a fifty percent (50%) interest in such corporation or entity and/or it enters or has entered into any management agreement, joint operating agreement or other business relationship with such corporation or entity; or (iii) a third party owns or controls more than a fifty percent (50%) interest in, and/or enters or has entered into, any management agreement, joint operating agreement or other business relationship with both Station and such corporation or entity.

(d) Arbitron's suspension hereunder of delivery of Data and/or Reports to Station, and of this License, shall not relieve Station of any of its obligations hereunder. Station further agrees to reimburse Arbitron for all collection costs and expenses (including reasonable attorneys' fees) incurred hereunder. This license may be terminated immediately by Arbitron should Station or its station(s) default in payment of any sum due or should Station or its station(s) default in any other condition or obligation of this Agreement and/or any other agreement for Station's use of services licensed by Arbitron.

6. Changes in Service; Modification of Rates:

(a) Arbitron reserves the right to change at any time the geographical territory comprising any Market, its policies and procedures, survey dates, survey length, survey frequency, sampling procedures, delivery schedules, methodology, method of Data or Report collection or delivery, provision of printed or electronic copies of Reports, Report content, Report titles, Report format, or any other aspect of the Data, Reports, and/or Systems provided hereunder, and to cancel surveys and the preparation of Arbitron Data and Reports or any other aspect of the Data services provided.

Arbitron reserves the right not to publish any Data or Reports whenever, in its judgment, insufficient data are available to meet its minimum research standards or any event has jeopardized the reliability of the data. In the event that Data and/or Reports are not published, Station shall receive a credit reflecting the pro rata value of the Net Annual Rate for said Data and/or Report(s). Without limiting the foregoing, Station expressly understands and agrees that Arbitron may, at any time during the Term of this Agreement, reduce the number of surveys conducted and/or Reports published for any Market and consequently reduce the number of Reports provided to Station and that, in the event such reduction occurs, Station is not relieved of any of its obligations under this Agreement.

(b) In the event that any cause(s) prevents Arbitron from conducting any survey in accordance with its methodology, schedules or other publications, Arbitron reserves the right to publish abbreviated Report(s). Station hereby consents to publication of such abbreviated Report(s) under such circumstances. In the event that such an

abbreviated Report covers a substantially decreased geographic area, or deletes twenty-five percent (25%) or more of the survey days from the aggregate number of days scheduled, Station shall be entitled to either a proportionate credit for the abbreviated Report, or, upon written certification provided to Arbitron within ten (10) days of receipt of such report, that all copies of such abbreviated report have been destroyed and that Station will not use such abbreviated report, a full credit for the abbreviated Report, at Station's option, provided however, that if Station elects to destroy an abbreviated Report and receive full credit, Station shall no longer be licensed to use that Report during the remainder of the Term of this Agreement. Further, Arbitron reserves the right in its sole discretion to augment available data by means of expanded or extended samples and Station agrees it shall not be entitled to any credit in such event.

(c) Arbitron may increase the Gross Annual Rate hereunder at any time. If Arbitron increases the Rate for a reason other than as permitted elsewhere in this Agreement, it shall give prior written notice to Station. Station may, within a 30-day period following such notice, cancel the unexpired Term of the Agreement for only the Data and/or Reports and/or Services and Market for which Arbitron has increased its Rate pursuant to such notice, by written notice pursuant to Section 15(a), without cancellation charge or other cost, effective on the date the new Gross Annual Rate would have become effective. In the absence of such timely cancellation, this Agreement shall continue and the new Gross Annual Rate shall become payable as stated in Arbitron's notice and thereafter.

7. Permitted Uses and Confidentiality: Subject to the restrictions stated herein and to the permitted uses set forth in Arbitron's publication entitled *Working with Arbitron's Copyrighted Estimates* available to all Arbitron licensees and posted on Arbitron's Web site at www.arbitron.com, Station agrees to limit its uses of the Arbitron Data and Report(s) to its programming and media selling and for the purposes of internal business analysis. Station understands and agrees that this use is limited exclusively to the radio station(s) specified in Section 1 of this Agreement and only for the Term of this Agreement. In this connection, Station agrees that the Arbitron Data and/or Report(s) will only be disclosed:

(a) directly or through its Station representatives to advertisers, prospective advertisers and their agencies for the purpose of obtaining and retaining advertising accounts; and

(b) through advertising or other promotional literature as permitted hereunder.

All such disclosures shall identify the Data as PPM data and identify Arbitron as the source of the disclosed Arbitron PPM audience Data and/or Report(s) and should identify the Market, survey period and type of audience estimate, daypart and survey area and shall state that the Arbitron Data and/or Report(s) quoted therein are copyrighted by Arbitron and are subject to all limitations and qualifications disclosed in the Data and/or Report(s) ("Sourcing"). At all times during the Term of this Agreement and thereafter, Station agrees to keep the Arbitron Data and/or Report(s) and/or Services confidential and not to disclose the same except as permitted by this Agreement. Station agrees to use its best efforts to prevent the unauthorized disclosure of Arbitron Data and/or Report(s) and/or Services by Station's employees and/or its radio station(s)'s employees and agents, by its radio station(s)'s representatives, by its advertisers and their advertising agencies, by data processing firms, and by all other persons who obtain the Arbitron Data and/or Reports and/or Services from Station or its radio station(s)'s employees or agents. For Station or its radio station(s) to divulge any Arbitron Data and/or Report(s) and/or Services to a nonsubscribing station or to lend and/or give an original copy or any reproduction of any part of any Data and/or Report(s) and/or Services or any Arbitron Data and/or Reports and/or Services to any person or entity not authorized by this Agreement constitutes a

* Station(s) should refer to current regulations and guidelines of the federal government for further requirements concerning the manner of quoting audience estimates.

breach of this Agreement and an infringement of Arbitron's and/or its third party data and/or service provider's copyright.

Station acknowledges that all logos, trade names, trademarks or service marks and other such intellectual property, are the sole and exclusive property of Arbitron and, where indicated, of other entities. Station agrees it shall not use any such intellectual property without the express written consent of its owner.

In the event that a Report listed in Section 1 of this Agreement is delivered after the expiration of the Term of this Agreement, Station's license to use that Report shall continue under the terms and conditions of this Agreement until the earlier of: (i) the release of the next survey Report in the applicable licensed Market, or (ii) six (6) months after release of the Report.

Station may authorize a third party to process the Data licensed hereunder on Station's behalf, provided: (1) that said third party is a then current Arbitron licensee in good standing who is authorized to process the Data and (2) that all restrictions concerning the use of the Data provided under this Agreement shall apply with full force and effect to any data, estimates, reports or other output, in any form, containing or derived from the Data, produced by said third party for Station.

8. Confidentiality of Arbitron Survey Participants: Station agrees that it will not try either before, during or after a survey, or in connection with any litigation, to determine or discover the identity or location of any Arbitron survey participant. Station will under no circumstances directly or indirectly attempt to contact any such persons. Station agrees to promptly report to Arbitron any evidence or indication that has come to Station's attention regarding the identity or location of any such persons. Station agrees to abide by Minimum Standard A9 (or any successor provision concerning confidentiality of survey respondents) of the Media Rating Council and shall abide by any determination of the Media Rating Council concerning survey participant confidentiality. Station further agrees that Arbitron may enjoin any breach of the above-stated obligations and shall have the right to damages or other remedies (including costs, expenses and reasonable attorneys' fees) available to it at law or hereunder.

9. Methodology: ARBITRON MAKES NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS, CONCERNING THE SERVICES PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO:

- (A) DATA GATHERED OR OBTAINED BY ARBITRON FROM ANY SOURCE;
- (B) THE PRESENT OR FUTURE METHODOLOGY EMPLOYED BY ARBITRON IN PRODUCING ARBITRON DATA AND/OR REPORT(S) AND/OR SERVICES; OR
- (C) THE ARBITRON DATA AND/OR REPORT(S) AND/OR SERVICES LICENSED HEREUNDER.

ALL ARBITRON DATA AND/OR REPORT(S) REPRESENT ONLY THE OPINION OF ARBITRON. RELIANCE THEREON AND USE THEREOF BY STATION IS AT STATION'S OWN RISK.

THE SYSTEMS PROVIDED HEREUNDER ARE PROVIDED TO STATION "AS IS - WHERE IS" AND RELIANCE THEREON AND USE THEREOF BY STATION IS AT STATION'S OWN RISK.

IN NO EVENT SHALL ARBITRON BE LIABLE FOR THE FAILURE OF ANY THIRD PARTY TO PROVIDE ANY DATA OR SERVICES FOR USE IN CONNECTION WITH THE DATA, REPORTS, SYSTEMS AND/OR SERVICES LICENSED HEREUNDER.

10. Liabilities and Limitations of Remedies: THE SOLE AND EXCLUSIVE REMEDY, AT LAW OR IN EQUITY, FOR ARBITRON'S AND/OR ANY THIRD PARTY DATA AND/OR SERVICE PROVIDER'S BREACH OF ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS, AND THE SOLE AND EXCLUSIVE REMEDY FOR ARBITRON'S AND/OR ANY THIRD PARTY DATA AND/OR SERVICE PROVIDER'S

LIABILITY OF ANY KIND, INCLUDING WITHOUT LIMITATION LIABILITY FOR NEGLIGENCE OR DELAY WITH RESPECT TO THE ARBITRON DATA AND/OR REPORTS AND/OR SERVICES AND ALL PERFORMANCE PURSUANT TO THIS AGREEMENT, SHALL BE LIMITED TO A CREDIT TO STATION OF AN AMOUNT EQUAL TO, AT THE MAXIMUM AMOUNT, THE LICENSE CHARGE PAID BY STATION WHICH IS ATTRIBUTABLE TO THE MATERIALLY AFFECTED DATA OR REPORT OR SERVICES. IN NO EVENT SHALL ARBITRON AND/OR ANY THIRD PARTY DATA AND/OR SERVICE PROVIDER BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, NOR SHALL THEY BE SUBJECT TO INJUNCTIVE RELIEF WITH RESPECT TO THE PUBLICATION OF ANY DATA AND/OR REPORT AND/OR SERVICE. STATION UNDERSTANDS THAT THE DATA AND/OR REPORTS AND/OR SERVICE EITHER WOULD NOT BE PREPARED OR WOULD BE AVAILABLE ONLY AT A SUBSTANTIALLY INCREASED LICENSE CHARGE WERE IT NOT FOR THE LIMITATIONS OF LIABILITIES AND REMEDIES AS SET FORTH IN THIS SECTION.

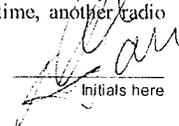
Station agrees that it will notify Arbitron in writing of any alleged defect in any Data and/or Report and/or System within thirty (30) days after Station learns of said alleged defect. In the event that Station does not timely notify Arbitron, then Station waives all rights with regard to said alleged defect. Station further agrees that any action to be brought by it concerning any Data and/or Report and/or System shall be brought not more than one (1) year after such Data or Report was originally published by Arbitron.

In the event that either party commences litigation against the other party and fails to ultimately prevail on the merits of such litigation, the commencing party shall reimburse and indemnify the other party from any and all costs and expenses incurred with respect to such litigation, including reasonable attorneys' fees, provided, however, that this sentence shall not apply where Arbitron commences litigation pursuant to Sections 5, 7 or 8 of this Agreement. This provision shall survive the termination of this Agreement.

11. Assignments and Changes in Station Status: Station may not assign either its rights or obligations under this Agreement without the prior written consent of Arbitron. Subject to Arbitron's consent, a successor-in-interest by merger, operation of law, assignment, purchase or otherwise of the entire business of Station shall acquire all rights and be subject to all obligations of Station hereunder. In the event that Arbitron consents to the assignment of this Agreement, Arbitron reserves the right to redetermine the rate to be charged to the assignee in accordance with the terms of this Agreement. Arbitron shall be entitled to assign any of its rights or obligations under this Agreement, including the right to receive License Charges payable hereunder.

Station acknowledges and agrees that the License Charge due and the adjustments and discounts applied hereunder are based on Station's group ownership status and/or any joint operating agreement with one or more other radio stations and/or Station's ownership of radio stations in this Market or other Markets. In the event Station conveys any one of its radio stations, Station remains fully obligated for the License Charge specified for any radio station covered by the terms of this Agreement. Station may only be released from such obligations upon valid assignment of this Agreement and subject to the terms thereof.

Station agrees that if at any time it changes or has changed its ownership, operating or sales policy (including, but not limited to, the use of digital subchannels and Internet streaming), frequency, broadcasting arrangements, group or business relationships of the station(s) licensed under this Agreement, or if it enters or has entered into any management or other business relationship with another radio station in any Market and/or its adjacent Market(s), or if it enters or has entered into any joint operating agreement with one or more other radio stations, or if it is or was purchased or controlled by an entity owning or otherwise controlling other radio stations in any Market and/or its adjacent Market(s), or if it purchases, or an entity which is in any manner controlled by it purchases, at any time, another radio


Initials here

station in any Market or its adjacent Market(s), Station and its radio station(s) will report the change and the effective date thereof to Arbitron within twenty (20) days of such change. In the event of such occurrence, Station agrees that such station(s) shall be licensed under this Agreement and that Arbitron may redetermine the Gross Annual Rate for the Data, Reports, and/or Services pursuant to the then current Arbitron rate card in order to license such additional station(s), effective the first month following the date of the occurrence. Notwithstanding Station's failure to notify Arbitron, pursuant to the provisions of this Section 11, Arbitron may redetermine Station's Gross Annual Rate for all Data, Reports, and/or Services, based on the foregoing, effective the first month following the date of the occurrence.

Station further agrees that if the parent company or other controlling entity of Station, or any entity in any manner related to Station, purchases or otherwise acquires a controlling interest in a radio station in Station's Market that is not licensed by Arbitron for the same Data, Reports and/or Services, then Arbitron may redetermine Station's Gross Annual Rate based on such occurrence as described in this Section 11.

In the event Arbitron increases Station's Gross Annual Rate as a result of an occurrence as described in this Section, then Arbitron shall amend this Agreement to permit use of the Data, Reports and/or Services by the additional radio station(s) prompting the increase.

12. Other Arbitron Services and Reports: If, during the Term of this Agreement, Station orders any Arbitron services or report(s) not licensed through any other Arbitron agreement, Station hereby agrees that this Agreement shall be applicable with respect to all such services and/or reports with the same force and effect as if printed out at length in a separate agreement executed by Station.

13. Ratings Distortion Activity:

(a) Station agrees that it shall not engage in any activities which are determined by Arbitron to be ratings distortion. Such prohibited activities may include, but are not limited to, activities which could:

- (i) cause any survey participant to misrepresent to Arbitron demographic composition of any member of the household in which he or she resides; or
- (ii) cause any survey participant to surrender control of his or her PPM meter to any party determined by Arbitron to be media-affiliated; or
- (iii) constitute use of Arbitron's encoded signal for purposes unauthorized by Arbitron; or
- (iv) cause the identity of a PPM panelist to become known other than to Arbitron; or
- (v) could cause participation in the survey by a media-affiliated individual

(b) Station further agrees that Arbitron may delete all estimates of listening to Station and/or its radio station(s) from any Data, Reports, computer media and/or other Arbitron service or method of delivery where, in its judgment it has deemed that Station or its radio station(s) has engaged in such activities. Arbitron shall:

- (i) first give Station and its radio station(s) notice setting forth what activities it deems Station and its radio station(s) have engaged in which allegedly could cause or have caused ratings distortion;
- (ii) present evidence to substantiate the allegations set forth in (i) above; and
- (iii) give Station and its radio station(s) reasonable opportunity (in light of Arbitron's publication schedule for any Report) to present its position both in writing and orally.

In the event that Station or its radio station(s) is notified by Arbitron that allegations of ratings distortion have been made against Station or its radio station(s), then Station or its radio station(s) shall submit a

written response to Arbitron's inquiry concerning the allegations within seven (7) days from the receipt of Arbitron's notice, which time may be shortened by Arbitron for reasons relating to the Report publication schedule. Arbitron shall then advise Station or its radio station(s) of its decision following its receipt of Station's or its radio station(s)' written response or oral presentation. All such writings shall be addressed and sent to the respective party by facsimile, overnight courier service, or certified mail with return receipt requested. In the event that estimates of listening to Station and/or its radio station(s) are deleted from a Report(s) (and/or other Arbitron services) following the procedure set forth above, Station and its radio station(s) agree that the only remedy for such deletion shall be a credit of the License Charge paid by Station for such Report(s) or other affected services and that in no event shall Arbitron be liable for special, incidental, consequential or punitive damages or be subject to injunctive relief with respect to any such deletion of estimates of listening to Station and/or its radio station(s). In the event that estimates of listening to Station and/or its radio stations are deleted from a Report pursuant to this Section, Arbitron agrees that it will give Station and its radio station(s) an opportunity to submit to Arbitron a written statement (not exceeding 200 words) of Station's and/or its radio station(s)'s views concerning its alleged activities, with such written statement to be published in the Report subject to such reasonable editing deemed necessary by Arbitron. In addition, Station and its radio station(s) agree to abide by the Arbitron policies and procedures governing various special station activities, including, but not limited to, rating bias.

14. Information to be Provided by Station and Its Radio Station(s):

Station and its radio station(s) agree to provide to Arbitron, within ten (10) days of receipt of Arbitron's request, such information which Arbitron deems necessary for the publication of a Report, including, but not limited to, accurate descriptions of the following information for Station and its radio station(s): (a) facilities; (b) broadcast station names; (c) broadcast hours; (d) simulcast hours; (e) simulcast partners; (f) radio frequency; (g) operating power; (h) format; (i) height of antenna above average terrain; (j) broadcasts by digital subchannels; (k) Internet streaming; and (l) programming information. Station and its radio station(s) further understand and agree to notify Arbitron of any changes to the above-referenced information. Station and its radio station(s) hereby hold Arbitron harmless and agree to indemnify Arbitron from and against any and all loss, cost or expense (including reasonable attorneys' fees) arising out of any omission or error in information provided, or the failure to provide such information to Arbitron by Station and its radio station(s) pursuant to this Section.

15. General:

(a) All notices to either party shall be in writing and shall be directed to the addresses stated hereafter unless written notice of an address change has been provided.

(b) This Agreement shall be deemed to be an agreement made under, and to be construed and governed by, the laws of the State of New York, exclusive of its choice of law rules. The parties expressly agree that any and all disputes arising out of or concerning this Agreement or the Arbitron Data or Reports licensed hereunder shall be litigated and adjudicated exclusively in State and/or Federal Courts located in either the State of New York or the State of Maryland, at Arbitron's option, and each party consents to and submits to both such jurisdictions.

(c) This Agreement, together with any Agreement Attachments, constitutes the entire agreement between the parties concerning the subject matter hereof, notwithstanding any previous discussions and understandings; and shall not be deemed to have been modified in whole or in part except by written instruments signed hereafter by officers of the parties or other persons to whom the parties have delegated such authority.

(d) Any litigated question regarding the legality, enforceability or validity of any section or part hereof shall not affect any other section, and if any section or part hereof is ultimately determined illegal,

invalid, unconstitutional or unenforceable, that section or part hereof shall be severed from this Agreement and the balance of the Agreement shall thereafter remain in full force and effect for the remainder of the Term.

(c) Arbitron may terminate this Agreement on written notice to Station, effective immediately, in the event that, for any reason, the Services contemplated hereunder are not produced by Arbitron or if Arbitron ceases to produce such Services, without penalty and without liability of any kind to Station. In the event of a termination by Arbitron as provided in this paragraph, Station shall receive a pro-rata refund of any License Charges paid and for which the corresponding Services were not delivered.

(f) In addition to the rights of termination stated elsewhere in this Agreement, this Agreement, and the license provided hereunder, may be terminated by Arbitron for any or all of the Data, Reports and/or services in any or all of the Markets in which they are licensed, for any reason, on thirty (30) days' written notice to Station. Station agrees that this Agreement shall continue for the markets and services not named in such notice.

(g) The provisions governing payment of taxes, confidentiality of the Data, Reports, and Systems, limitation of liabilities, applicable law, waiver of jury trial, and confidentiality of survey participants shall survive the termination of this Agreement.

(h) The failure of Arbitron to enforce any of the provisions of this Agreement shall not be construed to be a waiver of such provisions unless evidenced by an instrument in writing duly executed by Arbitron.

(i) **Waiver of Jury Trial:** EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUES, DEMANDS, ACTIONS, CAUSES OF ACTION, CONTROVERSIES, CLAIMS OR DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES HERETO.

(j) This Agreement supersedes Station's "Master Station License to Receive and Use Arbitron Data and Radio Audience Estimates" for the relevant market(s) under such previous agreement which are replaced by the market(s) set forth in Section 1 of this Agreement. Station hereby agrees to cease using, upon publication of the PPM Data and/or Reports provided under this Agreement, any data and/or reports provided under such previous agreement for such affected market(s). Station acknowledges that such previous agreement remains in effect for all other markets other than the affected market(s) under such previous agreement. For all market(s) in which Station currently subscribes to an Arbitron service, Station agrees to subscribe to PPM Data and/or Reports in those market(s) upon the publication of the PPM Data and/or Reports in such market(s) at the then current Arbitron rate card.

In the event that Arbitron produces pre-currency/transition PPM reports in market(s) prior to releasing the official PPM currency report in such PPM market(s), such pre-currency/transition reports will be licensed at the then current diary-based rates applicable to Station for each such market(s) for the relevant survey periods. Station agrees to license such pre-currency/transition PPM reports at the then-current diary-based rates applicable to Station in such market(s) for the relevant survey periods. Further, Station agrees to use such pre-currency/transition PPM reports solely for internal business analysis and expressly not in connection with any commercial media buying and selling transaction process.

(k) Station hereby expressly consents to: (i) Arbitron sending to Station information advertising the various services that Arbitron provides, whether or not such services are provided under this Agreement, via electronic messaging to include, but not limited to, e-mail, facsimile and text messages, and (ii) use of Station's name and/or call letters in Arbitron customer lists, promotional materials and/or press releases.

AGREED TO:

Spanish Broadcasting Systems
BROADCASTER (STATION)

See Sched A attachment
FOR USE ONLY BY STATION(S)

2601 S. BAYSHORE DRIVE, PENTHOUSE TWO
ADDRESS

Coconut Grove FL 33133
CITY STATE ZIP

BY (AUTHORIZED SIGNATURE)

NAME (TYPE OR PRINT NAME OF PERSON SIGNING ABOVE)

TITLE

DATE

ACCEPTED BY:

CONTRACT MANAGER

DATE

Arbitron Inc.
9705 Patuxent Woods Drive
Columbia, Maryland 21046-1572

Initials here

Attachment to Radio Station License Agreement to Receive and Use Arbitron PPM™ Data and Estimates

Date Prepared: September 18, 2007

This is an Attachment to the Radio Station License Agreement to Receive and Use Arbitron PPM™ Data and Estimates (the "Basic License Agreement") dated September 18, 2007 between Arbitron Inc., a Delaware corporation ("Arbitron") and Spanish Broadcasting Sys ("Station"), and is for the term and Services specified below. The license granted for the Services specified herein is expressly subject to the Basic License Agreement, and any terms and conditions stated below, or on the next page hereof. Station agrees to license the following Services from Arbitron and to pay License Charges as set forth herein and in the Basic License Agreement.

For use only by: *See "Schedule A" Attachment Pre currency attachment: Net Rate only apply, all discounts included)

Ship to
Address(es): *See "Schedule A" Attachment

Bill to
Address: *See "Schedule A" Attachment

Data Services Ordered

Data Licensed	New, Renew, Replacement	License Start/End Dates	Rate Yr 1	Rate Yr 2	Rate Yr 3	Rate Yr 4	Rate Yr 5	Rate Yr 6	Rate Yr 7	% of Annual License Charge
Arbitron PPM™ Data										
PPM Arbitrends™ Data										
Processor(s) is/are _____										
MultiMedia Data										
Processor(s) is/are _____										
Corporate Roll-Up™ with Arbitron PPM™ Data										
Ethnic Data:										
<input checked="" type="checkbox"/> Hispanic										
<input checked="" type="checkbox"/> Black										
National Regional Database (NRD) with Arbitron PPM™ Data										
Other: PreCur Net	New	*See Schedule A	*							
Other:										

Calculation of License Charges:

<i>Individual Station Gross Annual Rate:</i>	<i>Percent:</i>	
Station: <u>*See Schedule A</u>	\$ _____	* _____
Station: _____	\$ _____	_____
Station: _____	\$ _____	_____
Station: _____	\$ _____	_____
Station: _____	\$ _____	_____
Station: _____	\$ _____	_____
Station: _____	\$ _____	_____
Station: _____	\$ _____	_____

First Term Year Gross Annual Rate
(Combined): \$ *See Sched A

LESS DISCOUNTS FOR Arbitron PPM™ Data (Per Section 3):

Continuous Service (10%): \$ *See Sched A

Group (at beginning of Term)

10% 7.5% 5% 2.5% \$ *See Sched A

Long-Term Discount: _____ % in months _____ \$ *See Sched A

FIRST TERM YEAR NET ANNUAL RATE: \$ *See Sched A



Initials here

Station further understands and agrees that the Net Annual Rate payable during any Term year subsequent to the first Term year will vary in accordance with an applicable Group Discount, any other applicable discount, or any adjustment as specified in Sections 2, 3, 4, 6 and 11 of the Basic License Agreement.

Software Services Ordered

Software Licensed	New, Renew, Replacement	License Start/End Dates	Rate Yr 1	Rate Yr 2	Rate Yr 3	Rate Yr 4	Rate Yr 5	Rate Yr 6	Rate Yr 7	% of Annual License Charge
TAPSCAN [®] Systems:										
Includes:	<input type="checkbox"/> TAPSCAN <input type="checkbox"/> MEDIAMASTER <input type="checkbox"/> QUALITAP <input type="checkbox"/> PRINTSCAN <input type="checkbox"/> MStreet <input type="checkbox"/> Schedulett <input type="checkbox"/> RSP									
PPM Analysis Tool SM										
Other:										
Other:										

Data Delivery: Arbitron Downloader
Software Delivery: Arbitron Downloader

TRAINING/CONSULTING:
 Total Training/Consulting Days: ____ @ \$ ____ / day or ____
 @ \$ ____ / half day = ____

Billing Options

Billing Options	Billing Dates	First Invoice Due	Service Ordered	Surveys/Releases Included (First/Last)
<input type="checkbox"/> Annually <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly	*See Schedule A	*See Schedule A	*See Schedule A	*See Schedule A
<input type="checkbox"/> Annually <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly				
<input type="checkbox"/> Annually <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly				
<input type="checkbox"/> Annually <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly				
<input type="checkbox"/> Annually <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly				



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Terms and Conditions

Any use of a computer system that processes Arbitron Data and/or Reports requires a valid license for such Data and/or Reports.

Incorporation of Basic License Agreement:

(a) All terms and conditions of the Basic License Agreement are hereby incorporated herein by reference with the same force and effect as if printed at length herein and are applicable to any Service(s) provided hereunder.

(b) In order to receive a license to and access to any Service, Station must be licensed pursuant to the Basic License Agreement.

In the event the Basic License Agreement terminates, expires or becomes suspended for any reason, this Agreement and License(s) shall terminate, expire or become suspended concurrently therewith.

Mode of Use:

Where use of a computer is necessary to access, receive and use any Services licensed under this Agreement, Station will obtain, from a vendor of its choice, computer equipment and an operating system conforming to the minimum specifications. Station acknowledges that if such conforming equipment and systems are not obtained, the Services may not operate properly.

Interruptions:

Station agrees that Arbitron is not responsible for computer, Internet and/or telephonic communications interrupted by any Services system failure, telephonic disruptions, weather, acts of God, force majeure or acts of third persons not connected with or controlled by Arbitron;

AGREED TO

*See "Schedule A" Attachment

STATION

2801 S Bayshore Drive, Penthouse Two

ADDRESS

Coconut Grove

CITY

FL 33133
STATE ZIP

BY (AUTHORIZED SIGNATURE)

NAME (TYPE OR PRINT NAME OF PERSON SIGNING ABOVE)

TITLE

DATE

nor for any additional expenses incurred by Station for subsequent and/or additional computer runs necessitated by such disruptions or interruptions.

Restrictions on Station's Use:

(a) Station agrees that it will not provide, loan, lease, sublicense or sell in whole or in part the Arbitron Data and/or Reports and/or Systems, or computer software programs or data included with such Data and/or Reports and/or Systems, to any other party or entity in any form. This restriction extends to, but is not limited to, any and all organizations selling or buying time to or from Station and any and all organizations providing data processing, software or computer services to Station.

(b) Station agrees that it will not use the Arbitron Data and/or Reports under the control of computer programs written by its employees, agents or others except as permitted by the Basic License Agreement. Arbitron makes no commitment to disclose to others the structure, format, access keys or other technical particulars of the Arbitron Data and/or Reports and/or Systems.

Special Terms or Instructions: *See "Schedule A" Attachment

Account Manager: _____

Account #: _____

ACCEPTED BY

CONTRACT MANAGER

DATE

Arbitron Inc.
9705 Patuxent Woods Drive
Columbia, Maryland 21046-1572

Attachment to Radio Station License Agreement to Receive and Use Arbitron PPM™ Data and Estimates

Date Prepared: September 18, 2007

This is an Attachment to the Radio Station License Agreement to Receive and Use Arbitron PPM™ Data and Estimates (the "Basic License Agreement") dated September 18, 2007 between Arbitron Inc., a Delaware corporation ("Arbitron") and Spanish Broadcasting Sys. ("Station"), and is for the term and Services specified below. The license granted for the Services specified herein is expressly subject to the Basic License Agreement, and any terms and conditions stated below, or on the next page hereof. Station agrees to license the following Services from Arbitron and to pay License Charges as set forth herein and in the Basic License Agreement.

For use only by: *See "Schedule A" Attachment (Currency attachment: Gross annual rate = 10 month term (1st 10 mo currency)

Ship to
Address(es): *See "Schedule A" Attachment

Bill to
Address: *See "Schedule A" Attachment

Data Services Ordered

Data Licensed	New, Renew, Replacement	License Start/End Dates	Rate Yr 1	Rate Yr 2	Rate Yr 3	Rate Yr 4	Rate Yr 5	Rate Yr 6	Rate Yr 7	% of Annual License Charge
Arbitron PPM™ Data	New	*See Schedule A	*	*	*	*	*	*	*	
PPM Arbitrends™ Data Processor(s) is/are	New	*See Schedule A	*	*	*	*	*	*	*	
MultiMedia Data Processor(s) is/are										
Corporate Roll-Up™ with Arbitron PPM™ Data										
Ethnic Data: <input checked="" type="checkbox"/> Hispanic <input checked="" type="checkbox"/> Black	New New									
National Regional Database (NRD) with Arbitron PPM™ Data	New	*See Schedule A	*	*	*	*	*	*	*	
Other: *See ScheA	New	*See Schedule A	*	*	*	*	*	*	*	
Other:										

Calculation of License Charges:

Individual Station Gross Annual Rate:	Percent:
Station: <u>*See Schedule A</u> \$ <u>*See Sched A</u>	<u>*</u>
Station: _____ \$ _____	_____

First Term Year Gross Annual Rate (Combined): \$ *SeeSchedA

LESS DISCOUNTS FOR Arbitron PPM™ Data (Per Section 3):

Continuous Service (10%): \$ *SeeSchedA

Group (at beginning of Term)
 10% 7.5% 5% 2.5% \$ *SeeSchedA

Long-Term Discount:
20 % in months 3-12 \$ *SeeSchedA

FIRST TERM YEAR NET ANNUAL RATE: \$ *SeeSchedA


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Station further understands and agrees that the Net Annual Rate payable during any Term year subsequent to the first Term year will vary in accordance with an applicable Group Discount, any other applicable discount, or any adjustment as specified in Sections 2, 3, 4, 6 and 11 of the Basic License Agreement.

Software Services Ordered

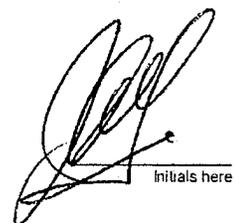
Software Licensed	New, Renew, Replacement	License Start/End Dates	Rate Yr 1	Rate Yr 2	Rate Yr 3	Rate Yr 4	Rate Yr 5	Rate Yr 6	Rate Yr 7	% of Annual License Charge
TAPSCAN® Systems:	Renew	*See Schedule A	*	*	*	*	*	*	*	
Includes:	<input checked="" type="checkbox"/> TAPSCAN	<input checked="" type="checkbox"/> MEDIAMASTER	<input checked="" type="checkbox"/> QUALITAP	<input type="checkbox"/> PRINTSCAN	<input type="checkbox"/> MStreet	<input type="checkbox"/> ScheduleIt	<input checked="" type="checkbox"/> RSP			
PPM Analysis Tool SM	New	*See Schedule A	*	*	*	*	*	*	*	
Other: *See Sched A	New	*See Schedule A	*	*	*	*	*	*	*	
Other:										

Data Delivery: Arbitron Downloader
 Software Delivery: Arbitron Downloader

TRAINING/CONSULTING:
 Total Training/Consulting Days: @ \$ / day or
 @ \$ / half day =

Billing Options

Billing Options	Billing Dates	First Invoice Due	Service Ordered	Surveys/Releases Included (First/Last)
<input type="checkbox"/> Annually <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly	*See Schedule A	*See Schedule A	*See Schedule A	*See Schedule A
<input type="checkbox"/> Annually <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly				
<input type="checkbox"/> Annually <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly				
<input type="checkbox"/> Annually <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly				
<input type="checkbox"/> Annually <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly				



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Terms and Conditions

Any use of a computer system that processes Arbitron Data and/or Reports requires a valid license for such Data and/or Reports.

Incorporation of Basic License Agreement:

(a) All terms and conditions of the Basic License Agreement are hereby incorporated herein by reference with the same force and effect as if printed at length herein and are applicable to any Service(s) provided hereunder.

(b) In order to receive a license to and access to any Service, Station must be licensed pursuant to the Basic License Agreement.

In the event the Basic License Agreement terminates, expires or becomes suspended for any reason, this Agreement and License(s) shall terminate, expire or become suspended concurrently therewith.

Mode of Use:

Where use of a computer is necessary to access, receive and use any Services licensed under this Agreement, Station will obtain, from a vendor of its choice, computer equipment and an operating system conforming to the minimum specifications. Station acknowledges that if such conforming equipment and systems are not obtained, the Services may not operate properly.

Interruptions:

Station agrees that Arbitron is not responsible for computer, Internet and/or telephonic communications interrupted by any Services system failure, telephonic disruptions, weather, acts of God, force majeure or acts of third persons not connected with or controlled by Arbitron;

nor for any additional expenses incurred by Station for subsequent and/or additional computer runs necessitated by such disruptions or interruptions.

Restrictions on Station's Use:

(a) Station agrees that it will not provide, loan, lease, sublicense or sell in whole or in part the Arbitron Data and/or Reports and/or Systems, or computer software programs or data included with such Data and/or Reports and/or Systems, to any other party or entity in any form. This restriction extends to, but is not limited to, any and all organizations selling or buying time to or from Station and any and all organizations providing data processing, software or computer services to Station.

(b) Station agrees that it will not use the Arbitron Data and/or Reports under the control of computer programs written by its employees, agents or others except as permitted by the Basic License Agreement. Arbitron makes no commitment to disclose to others the structure, format, access keys or other technical particulars of the Arbitron Data and/or Reports and/or Systems.

Special Terms or Instructions: *See "Schedule A" Attachment

Account Manager: _____

Account #: _____

AGREED TO

*See "Schedule A" Attachment

STATION

2601 S Bayshore Drive, Penthouse Two

ADDRESS

Coconut Grove

CITY

FL

STATE

33133

ZIP

BY (AUTHORIZED SIGNATURE)

NAME (TYPE OR PRINT NAME OF PERSON SIGNING ABOVE)

TITLE

DATE

ACCEPTED BY

CONTRACT MANAGER

DATE

Arbitron Inc.
9705 Patuxent Woods Drive
Columbia, Maryland 21046-1572

EXHIBIT 3

Radio Station License Agreement to Receive and Use Scarborough Reports

Date of Proposal: September 18, 2007

THIS AGREEMENT is between Arbitron Inc., a Delaware corporation ("Arbitron"), and the undersigned client ("Licensee"). Arbitron hereby grants to Licensee a limited, personal, nontransferable and nonexclusive license to receive and use certain data contained in Scarborough Report(s) ("Data" or "Reports") prepared based upon surveys conducted for the geographic area(s) ("Market(s)") described in this Agreement. Such Data and Reports forming the service provided hereunder will be furnished to Licensee in electronic or other form, at Scarborough's option, but title thereto shall remain with Scarborough at all times.

1. Term of Agreement; Services Provided:

This Agreement shall become effective when countersigned by Arbitron's Contract Manager and shall be for a period of _____ years and _____ months, beginning and ending on the dates described below (the "Term"). This Agreement will continue without regard to ownership status of Licensee absent a valid assignment pursuant to Section 9 of this Agreement.

Term Begins * _____ ; ends * _____ .

Licensee: Spanish Broadcasting Systems

For use only by Station(s): *See "Schedule A" Attachment

Scarborough Survey Area(s) ("Market(s)": *See "Schedule A" Attachment

Services shall include the following Report(s) ("Release(s)"): _____

Release	Year(s)
<u>*See "Schedule A"</u>	<u>*See "Schedule A"</u>
_____	_____
_____	_____
_____	_____

2. License Fee; Taxes:

A License Fee in the form of a Net Annual Rate after application of adjustments and discounts, if any, as indicated on the Radio Station Rate Attachment, attached hereto and incorporated herein by reference, shall be paid by Licensee with _____ payments (the "Periodic Charge" or "Charge") due on _____.

The Periodic Charge, due and payable by Licensee on the first day of each billing period, shall be the Gross Annual Rate, subject to adjustments and discounts, if applicable, with such amount prorated equally among the number of payments for the Term Year.

In addition to and together with the above payments, Licensee shall pay to Arbitron any sales, excise, gross-receipts, service, use or other taxes, however designated, now or hereafter imposed upon or required to be collected by Arbitron by any authority having jurisdiction over the Market(s) being surveyed or over any location to which Licensee directs Arbitron to deliver the Data or Reports, or by any other taxing jurisdiction.

3. Late Payment Charge and Right to Suspend Report Delivery or Terminate License:

(a) A late payment charge of one and one-half percent (1.5%) per month will be charged on all Periodic Charges, as adjusted, which are not paid within sixty (60) days after due hereunder, but in no event will the applicable per-month late payment charge exceed one-twelfth (1/12) of the maximum annual percentage allowed to be charged by applicable state usury law. Any failure to impose a late payment charge

shall not prejudice Arbitron's right to do so should the default continue or should a subsequent payment not be made when due.

(b) In the event Licensee is in default in its payment obligations hereunder, and in addition to Arbitron's right to impose a late payment charge, Arbitron may, with respect to this Agreement and/or any other agreement for Licensee's use of services licensed by Arbitron in this Market or an adjacent market, and without terminating, breaching or committing a default under this Agreement or such other agreements: (i) accelerate or modify in any way the payment schedule of Periodic Charges for the duration of this Agreement or such other agreement(s) to a number of installments to be determined by Arbitron in its discretion; and/or (ii) suspend delivery to Licensee of any Data or Report(s), in any form, which are due until such time as Licensee is current in its payments of all sums due; and/or (iii) send Licensee written notice that Licensee's license hereunder is suspended, in which case Licensee further expressly agrees that it thereafter shall not use Data and/or Reports previously received by Licensee until such time as Licensee becomes current in its payments of all sums due for services licensed by Arbitron. Acceleration or other modification of the payment schedule by Arbitron under this provision shall not be deemed or considered a penalty but rather represents a good faith effort to quantify as of the time of the execution of this Agreement the harm that would be sustained by Arbitron in the event Licensee defaults on its payment obligations hereunder.

(c) In the event Licensee is in default in its payment obligations under this Agreement or under any other agreement for Licensee's use of services licensed by Arbitron in this Market or an adjacent market, then Arbitron may exercise any or all of its rights set forth in Section 3(b) of this Section 3 with respect to any such agreement entered into with Arbitron by Licensee or any of Licensee's affiliated, subsidiary or related corporations or entities regardless of whether such other agreements are in default. For purposes of this Section 3(c), a corporation or entity shall be deemed to be affiliated with or related to Licensee if (i) such corporation or entity owns or controls more than a fifty percent (50%) interest in Licensee and/or it enters or has entered into any management agreement, joint operating agreement or other business relationship with Licensee; or (ii) Licensee owns or controls more than a fifty percent (50%) interest in such corporation or entity and/or it enters or has entered into any management agreement, joint operating agreement or other business relationship with such corporation or entity; or (iii) a third party owns or controls more than a fifty percent (50%) interest in, and/or enters or has entered into, any management agreement, joint operating agreement or other business relationship with both Licensee and such corporation or entity.

(d) Arbitron's suspension hereunder of delivery of Data and/or Reports to Licensee, and of this License, shall not relieve Licensee of any of its obligations hereunder. Licensee further agrees to reimburse Arbitron for all collection costs and expenses (including reasonable attorneys' fees) incurred hereunder. This license may be terminated immediately by Arbitron should Licensee or its Station(s) default in payment of any sum due or should Licensee or its Station(s) default in any other condition or obligation of this Agreement and/or any other agreement for Licensee's use of Arbitron's services.

4. Changes in Service; Modification of Rates:

(a) Scarborough reserves the right to change at any time the geographical territory comprising the Market, its policies and procedures, delivery schedules, survey dates, survey length, survey frequency, sampling procedures, methodology, method of Data or Report collection or delivery, Data or Report content, Data or Report titles, Data or Report format, or any other aspect of the Data and Reports provided hereunder, and to cancel surveys and the preparation of Data or Reports or any other aspect of the Data or Reports. Scarborough reserves the right not to publish a Report whenever, in its judgment, insufficient data are available to meet its minimum research

standards or any event has jeopardized the reliability of the Data therein. In the event that a Report is not published, Licensee shall receive a credit reflecting the Periodic Charge(s) paid by Licensee attributable to such Report.

(b) In the event that any cause(s) prevents Scarborough from conducting any survey in accordance with its methodology, schedules or other publications, Scarborough reserves the right to publish abbreviated Report(s). Licensee hereby consents to publication of such abbreviated Report(s) under such circumstances. In the event that such an abbreviated Report covers a substantially decreased geographic area, or deletes twenty-five percent (25%) or more of the survey days from the aggregate number of days scheduled, Licensee shall be entitled to either a proportionate credit for the abbreviated Report, or, upon return of the abbreviated Report, within ten (10) days, a full credit for the abbreviated Report at Licensee's option provided however that if Licensee elects to return an abbreviated Report for full credit, Licensee shall no longer be licensed to use that Report during the remainder of the Term of this Agreement. Further, Scarborough reserves the right, in its sole discretion, to augment available data by means of expanded or extended samples, and Licensee agrees it shall not be entitled to any credit in such event.

(c) Arbitron may increase the Gross Annual Rate hereunder at any time. In the event of such an increase for a reason other than as permitted in this Agreement, Arbitron shall give prior written notification to Licensee. Within a 30-day period following such notice, Licensee may cancel the unexpired Term of the Agreement, by written notice pursuant to Section 10(a), without cancellation charge or other cost, effective on the date the new Gross Annual Rate would have become effective. In the absence of such timely cancellation, this Agreement shall continue and new Annual Rates as paid through Periodic Charges shall become payable as stated in Arbitron's notice and thereafter.

5. Permitted Uses and Confidentiality of Data and Reports: Licensee agrees to limit its uses of the Data and Reports to its programming and media selling, subject to the restrictions and conditions provided in this Section 5. Licensee acknowledges that the Data and Reports are copyrighted materials of Scarborough. Licensee further agrees to discontinue use of any Data and Reports delivered hereunder upon termination or suspension of this Agreement or license. Licensee further understands and agrees to discontinue use of Data or Reports from any previous release unless 1) Licensee was licensed to use that Release at time of its publication and 2) Licensee is currently a Licensee to the Scarborough Reports.

All disclosures must identify Scarborough as the source of the disclosed Data and Reports and should identify the Market, survey period and type of data and must state that the Data and Reports quoted therein are copyrighted by Scarborough and are subject to any limitations and qualifications disclosed in the Report.* At all times during the Term of this Agreement and thereafter, Licensee agrees to keep the Data and Reports supplied hereunder confidential and not to disclose the same except as permitted by this Agreement. Licensee agrees to use its best efforts to prevent the unauthorized disclosure of Data and Reports by Licensee's employees and agents and by all other persons who obtain the Scarborough Data and Reports from Licensee or its employees or agents. For Licensee to fail to use its best efforts to comply with the foregoing and/or to divulge any Data or Reports to any person or entity not authorized by this Agreement, and/or to lend or give an original copy or any reproduction of any part of any Data or Report, in any form, to any person or entity not authorized by this Agreement, constitutes a breach of this Agreement and a violation of Scarborough's copyright.

Licensee may authorize a third party to process the Data and Reports licensed hereunder on Licensee's behalf provided: (1) that said third party is a then current Scarborough licensee in good standing who is

* Licensee should refer to current regulations and guidelines of the federal government for further requirements concerning the manner of quoting estimates.

authorized to process Scarborough Data and Reports; and (2) that all restrictions on the use of the Data and Reports provided under this Agreement shall apply with full force and effect to any data, estimates, reports or other output, in any form, containing or derived from the Data and Reports produced by said third party for Licensee.

In the event that a Report listed in Section 1 of this Agreement is delivered after the expiration of the Term of this Agreement, Licensee's license to use that Report shall continue under the terms and conditions of this Agreement until the release of the next Report in that Market.

Arbitron expressly does not grant hereunder a license to publish or post any Data or Reports on any location on the Internet, World Wide Web or any other global communications network and Arbitron expressly does not grant hereunder a license to combine, cross tabulate, index, model or in any way use the Data or Reports provided hereunder with data or software programs provided from any other source or with any other data provided by Arbitron without Arbitron's separate prior written consent.

6. Confidentiality of Respondents: Licensee agrees that it will not try either before, during or after a survey, or in connection with any litigation, to determine or discover the identity or location of any survey participant. Licensee will under no circumstances directly or indirectly attempt to contact any such persons. Licensee agrees to promptly report to Arbitron any evidence or indication that has come to Licensee's attention regarding the identity or location of any such persons. Licensee further agrees that Arbitron may enjoin any breach of the above-stated obligations and shall have the right to damages or other remedies (including costs, expenses and reasonable attorneys' fees) available to it at law or hereunder.

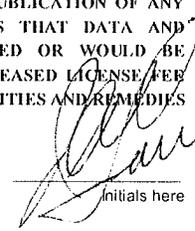
7. Methodology: ARBITRON AND SCARBOROUGH MAKE NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, CONCERNING:

- (A) DATA GATHERED OR OBTAINED BY SCARBOROUGH FROM ANY SOURCE;
- (B) THE PRESENT OR FUTURE METHODOLOGY EMPLOYED BY SCARBOROUGH IN PRODUCING THE DATA AND/OR REPORTS; OR
- (C) THE DATA AND/OR REPORTS LICENSED HEREUNDER.

ALL DATA AND/OR REPORTS REPRESENT ONLY THE OPINION OF SCARBOROUGH. RELIANCE THEREON AND USE THEREOF BY LICENSEE IS AT LICENSEE'S OWN RISK.

IN NO EVENT SHALL ARBITRON OR SCARBOROUGH BE LIABLE FOR THE FAILURE OF ANY THIRD PARTY LICENSOR TO PROVIDE ANY DATA OR SERVICES FOR USE IN CONNECTION WITH THE DATA AND/OR REPORTS LICENSED HEREUNDER.

8. Liabilities and Limitations of Remedies: THE SOLE AND EXCLUSIVE REMEDY, AT LAW OR IN EQUITY, FOR ARBITRON'S AND/OR SCARBOROUGH'S AND/OR ANY THIRD PARTY DATA AND/OR SERVICE PROVIDER'S BREACH OF ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS, AND THE SOLE AND EXCLUSIVE REMEDY FOR ARBITRON'S AND/OR SCARBOROUGH'S AND/OR ANY THIRD PARTY DATA AND/OR SERVICE PROVIDER'S LIABILITY OF ANY KIND, INCLUDING WITHOUT LIMITATION LIABILITY FOR NEGLIGENCE OR DELAY WITH RESPECT TO THE DATA AND/OR REPORTS AND ALL PERFORMANCE PURSUANT TO THIS AGREEMENT, SHALL BE LIMITED TO A CREDIT TO LICENSEE OF AN AMOUNT EQUAL TO, AT THE MAXIMUM AMOUNT, THE LICENSE FEE PAID BY LICENSEE WHICH IS ATTRIBUTABLE TO THE MATERIALLY AFFECTED DATA OR REPORT. IN NO EVENT SHALL ARBITRON AND/OR SCARBOROUGH AND/OR ANY THIRD PARTY DATA AND/OR SERVICE PROVIDER BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, NOR SHALL THEY BE SUBJECT TO INJUNCTIVE RELIEF WITH RESPECT TO THE PUBLICATION OF ANY DATA OR REPORT. LICENSEE UNDERSTANDS THAT DATA AND REPORTS EITHER WOULD NOT BE PREPARED OR WOULD BE AVAILABLE ONLY AT A SUBSTANTIALLY INCREASED LICENSE FEE WERE IT NOT FOR THE LIMITATIONS OF LIABILITIES AND REMEDIES AS SET FORTH IN THIS SECTION.


Initials here

Licensee agrees that it will notify Arbitron in writing of any alleged defect in any Report within thirty (30) days after Licensee learns of said alleged defect. Licensee further agrees that any action to be brought by it concerning any Data or Report shall be brought not more than one (1) year after such Data or Report was originally published by Scarborough.

In the event that either party commences litigation against the other party and fails to ultimately prevail on the merits of such litigation, the commencing party shall reimburse and indemnify the other party from and against any and all costs and expenses incurred with respect to such litigation, including reasonable attorneys' fees; provided, however, that this sentence shall not apply where Arbitron commences litigation pursuant to Sections 3, 5 or 6 of this Agreement. This provision shall survive the termination of this Agreement.

9. Assignments and Changes in Licensee Status: Licensee may not assign either its rights or obligations under this Agreement without the prior written consent of Arbitron. Subject to Arbitron's consent, a successor-in-interest by merger, operation of law, assignment, purchase or otherwise of the entire business of Licensee shall acquire all rights and be subject to all obligations of Licensee hereunder. In the event that Arbitron consents to the assignment of this Agreement, Arbitron reserves the right to redetermine the rate to be charged to the assignee in accordance with the terms of this Agreement. Arbitron shall be entitled to assign any of its rights or obligations under this Agreement, including the right to receive Periodic Charges payable hereunder.

Licensee acknowledges and agrees that the License Fees due and the adjustments and discounts applied hereunder are based on Licensee's group ownership status and/or any joint operating agreement with one or more other radio stations and/or Licensee's ownership of radio stations in this Market or other Markets. In the event Licensee conveys any one of its radio stations, Licensee remains fully obligated for the License Fees specified for any radio station covered by the terms of this Agreement. Licensee may only be released from such obligations upon valid assignment of this Agreement and subject to the terms thereof.

Licensee agrees that if at any time it changes or has changed its ownership, operating or sales policy, frequency, broadcasting arrangements, group or business relationships of the Licensee(s) licensed under this Agreement, or if it enters or has entered into any management or other business relationship with another radio station in this Market or an adjacent Market, or if it enters or has entered into any joint operating agreement with one or more other radio stations, or if it is or was purchased or controlled by an entity owning or otherwise controlling other radio stations in this Market or an adjacent Market, or if it purchases, or an entity which is in any manner controlled by it purchases, at any time, another radio station in this Market or an adjacent Market, Licensee agrees that Arbitron may redetermine its Gross Annual Rate for the Data, Reports and Services licensed hereunder, as well as any Supplementary Services, effective the first month following the date of the occurrence.

Licensee further agrees that if the parent company or other controlling entity of Licensee, or any entity in any manner related to Licensee, purchases or otherwise acquires a controlling interest in a radio station in Licensee's Market that is not licensed by Arbitron for the same Data

and Reports as that licensed hereunder, as well as any Supplementary Services, then Arbitron may redetermine Licensee's Gross Annual Rate based on such occurrence as described in this Section 9.

In the event Arbitron increases Licensee's Gross Annual Rate as a result of an occurrence as described in this Section, then Arbitron shall amend this Agreement to permit use of the Data and/or Reports by the additional radio station(s) prompting the increase.

10. General:

(a) All notices to either party shall be in writing and shall be directed to the addresses stated hereafter unless written notice of an address change has been provided.

(b) This Agreement shall be deemed to be an agreement made under, and to be construed and governed by, the laws of the State of New York. The parties expressly agree that any and all disputes arising out of or concerning this Agreement or the Data or Reports licensed hereunder shall be litigated and adjudicated in the State and/or Federal Courts located in either the State of New York or the State of Maryland, at Arbitron's option, and each party consents to and submits to both such jurisdictions.

(c) EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUES, DEMANDS, ACTIONS, CAUSES OF ACTION, CONTROVERSIES, CLAIMS OR DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES HERETO.

(d) Licensee hereby expressly consents to Arbitron sending to Licensee information advertising the various services that Arbitron provides, whether or not such services are provided under this Agreement, via electronic messaging to include, but not limited to, e-mail, facsimile and text messages.

(e) This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, notwithstanding any previous discussions and understandings; and shall not be deemed to have been modified in whole or in part except by written instruments signed hereafter by officers of the parties or other persons to whom the parties have delegated such authority.

(f) Any litigated question regarding the legality, enforceability or validity of any section or part hereof shall not affect any other section, and if any section or part hereof is ultimately determined illegal, invalid, unconstitutional or unenforceable, that section or part hereof shall be severed from this Agreement and the balance of the Agreement shall thereafter remain in full force and effect for the remainder of the Term.

(g) The failure of Arbitron to enforce any of the provisions of this Agreement shall not be construed to be a waiver of such provision unless evidenced by an instrument in writing duly executed by Arbitron.

(h) In addition to its rights of termination stated elsewhere in this Agreement, Arbitron may, for any reason, terminate this Agreement on thirty (30) days' written notice to Licensee.

(i) The provisions governing payment of taxes, confidentiality of Data and Reports, confidentiality of respondents, and waiver of jury trial shall survive the termination of this Agreement.

NAME (TYPE OR PRINT NAME OF PERSON SIGNING ABOVE)

TITLE

DATE

AGREED TO

Spanish Broadcasting Systems

LICENSEE

2601 S Byshore Drive, Penthouse Two

ADDRESS

Coconut Grove

CITY

FL
STATE

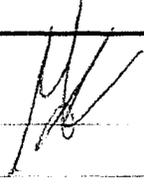
33133
ZIP

BY (AUTHORIZED SIGNATURE)

ACCEPTED BY

CONTRACT MANAGER

DATE


11/11/09

Arbitron Inc.
9705 Patuxent Woods Drive
Columbia, Maryland 21046-1572


Initials here

