At IAS Part _____ of the Supreme Court of the State of New York, held in and for the County of New York, at the Courthouse thereof located at 60 Centre Street, in Room ___, on this __ day of February, 2010.

PRESENT:

Justice

ARBITRON INC., Plaintiff, v. SPANISH BROADCASTING SYSTEM, INC., Defendant.	Index No._____ **ORDER TO SHOW CAUSE WITH TEMPORARY RESTRAINING ORDER**

Upon reading and filing the Affidavit of Carol Hanley sworn to on February 9, 2010 and the Declaration of Beth Webb dated February 9, 2010, and the exhibits annexed thereto, and upon the pleadings and proceedings herein, and sufficient cause appearing therefor, it is hereby

ORDERED that Defendant Spanish Broadcasting System, Inc. show cause before the Honorable _____, Justice at IAS Part ___, Room ___ thereof, to be held at the Courthouse, 60 Centre Street, New York, New York, on the ___ day of February, 2010 at _____ a.m/p.m. of that day or as soon thereafter as counsel can be heard, why an order should not be granted pursuant to CPLR §6301, compelling the Defendant, its agents, servants, employees, officers, and all persons in active concert and participation with it to perform its obligation under a certain "Encoding Agreement for Spanish Broadcasting System, Inc." dated June 6, 2007, by activating the Arbitron broadcast encoders and resuming the encoding of all broadcasts of all radio stations under Defendant's ownership or control pursuant to that Agreement; and it is further

ORDERED that pending the hearing and determination of this motion, Defendant, its agents, servants, employees, officers, and all persons in active concert and participation with it shall activate the Arbitron broadcast encoders and resume the encoding of all broadcasts of all radio stations under Defendant's ownership or control pursuant to that Agreement; and it is further

ORDERED that Plaintiff shall post a bond on or before _____, 2010 in the amount of _____ which shall be deemed sufficient as security for the payment of such costs and damages as may be incurred or suffered by any party subsequently found to be wrongfully enjoined or restrained hereby; and it is further

ORDERED, that service of the Summons and Complaint and of this Order and supporting papers by electronic means and overnight mail or by personal delivery to Defendant's offices at 2601 South Bayshore Drive, Penthouse II, Coconut Grove, Florida 33133, on or before _____, shall be deemed good and sufficient service; and it is further

ORDERED, that Defendant's answering papers, if any, shall be filed with the Clerk of the Court and personally served upon Arbitron's counsel, Dickstein Shapiro LLP, 1633 Broadway, New York, New York, 10019, so as to be received by them no later than _____; and it is further

ORDERED that Plaintiff's reply papers, if any, shall be filed with the Clerk of the Court and served upon Defendant by electronic means and overnight mail or by personal delivery to Defendant's offices at 2601 South Bayshore Drive, Penthouse II, Coconut Grove, Florida 33133 on or before _____; and it is further

ORDERED that Defendant is hereby given notice that failure to attend the hearing scheduled herein may result in the granting of the relief requested by Plaintiff herein, immediate issuance of the preliminary injunction to take effect immediately upon the expiration or

dissolution of the within temporary restraining order, and may otherwise extend for the pendency of this litigation upon the same terms and condition as comprise this temporary restraining order. Defendant is hereby given further notice that it may be deemed to have actual notice of the issuance and terms of such preliminary injunction, and that any act by it in violation of any of terms of this Order may be considered and prosecuted as contempt of this Court.

E N T E R

_____

J. S. C.

LAMBRIANAKOS AFFIRMATION

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

ARBITRON INC.,	:	
Plaintiff,	:	
v.	:	Index No._____
SPANISH BROADCASTING SYSTEM, INC.,	:	
Defendant.	:	

AFFIRMATION OF PETER LAMBRIANAKOS IN SUPPORT OF PLAINTIFF'S APPLICATION FOR A TEMPORARY RESTRAINING ORDER AND ORDER TO SHOW CAUSE WHY A PRELIMINARY INJUNCTION SHOULD NOT ISSUE

Peter Lambrianakos, an attorney duly admitted to practice law before the courts of the State of New York, affirm under the penalties of perjury the following:

1. I am an associated of the law firm Dickstein Shapiro LLP, attorneys for Plaintiff, Arbitron Inc. ("Arbitron"). I have personal knowledge of the facts stated herein, and I submit this affirmation in support of in support of Arbitron's application for a temporary restraining order and order to show cause why a preliminary injunction should not issue.

2. I hereby certify that no prior application for the relief sought herein has been made.

Dated: New York, New York
February 10, 2010

Peter Lambrianakos

HANLEY AFFIDAVIT

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

- X

ARBITRON INC.,	:	
Plaintiff,	:	
v.	:	Index No._____
SPANISH BROADCASTING SYSTEM, INC.,	:	
Defendant.	:	

- X

STATE OF ILLINOIS)
) ss.:
COUNTY OF McHENRY)

CAROL HANLEY, being duly sworn, deposes and says:

1. I am Senior Vice President/Chief Sales Officer of Plaintiff, Arbitron Inc. ("Arbitron"). I submit this affidavit, based upon my personal knowledge and my review of Arbitron's business records, in support of Arbitron's application for a temporary retaining order and preliminary injunction against Defendant, Spanish Broadcasting System, Inc.

2. In my position as Senior Vice President/Chief Sales Officer, I oversee all sales management for Arbitron's core business sectors, which encompasses the complete business units defined as Radio Station Services, Advertising Agency Services, Advertiser Marketing Services, Cable/TV, Out-of-Home and Custom Analytics. As such, I am familiar with Arbitron's business, its licensing agreements and customer relationships, and, in particular, Arbitron's contractual relationship with SBS.

Arbitron's Radio Ratings Business

3. Arbitron is in the business of publishing data and reports concerning audience measurement of radio listening in nearly 300 markets throughout the United States. Arbitron collects radio audience listening data from which it then produces estimates and reports

("Arbitron Data and Reports"). Arbitron's customers are subscribers to the Arbitron Data and Reports consisting principally of radio broadcasters, advertisers, and advertising agencies.

4. For more than 40 years, Arbitron has collected information regarding radio audiences in various markets throughout the United States. Arbitron has traditionally obtained this information by mailing paper diaries to selected survey participants in a given market. The participants are each asked to keep a written record in quarter-hour increments of any radio broadcasts they hear over a one-week period, and then mail the diary back to Arbitron. The participants are selected at random so as to be representative of the local market population based on criteria such as age, sex, race, ethnicity, and whether English or Spanish is the primary language spoken. Arbitron collects the completed diaries over a three-month period and analyzes the information using its proprietary methodologies and processes to determine audience estimates for radio stations. The estimates are organized by, among other things, time period and demographics such as age, sex, race, ethnicity, geography, and whether English or Spanish is the dominant language spoken. Arbitron publishes reports setting forth its opinions as to the size of radio audiences and station rankings on a quarterly basis (or twice per year in some markets).

5. Paper diary surveys have been the accepted currency for radio ratings for decades and they will continue to be used for the foreseeable future in markets outside of the top 48 metros. With the explosion of audio and video entertainment choices that have resulted from wireless high-speed mobile internet access, satellite radio, and HD TV & Radio, the industry needed a ratings technology that did not rely on people to recall every media outlet they were exposed to throughout the week. Competitive media such as Television and Internet provide their advertisers with immediate data on the audiences they reach and radio needed to provide similar reports or risk losing their share of ad revenue. In summary, advertisers and the radio

industry required more detailed, timely and actionable ratings service that only electronic measurement can provide. In response to these and other concerns, in 2007, Arbitron launched a new type of electronic ratings meter – the Portable People Meter, or PPM – which had been in development at Arbitron since approximately 1992. To date, Arbitron has invested more than $150 million dollars in the development and testing of the PPM both in the United States and internationally.

6. The PPM is a small electronic device worn by panelists, who like diary participants, are selected at random so as to be representative of the local population in the surveyed market. The PPM panelists may remain in the panel for up to a two-year period. The PPM electronically and automatically picks up hidden inaudible codes embedded in radio broadcasts of the radio stations, which code identifies the station being heard by the panelist. In addition, the PPM contains a very sensitive motion detection device that allows the PPM to determine if it is being worn or carried in compliance with the survey requirements (as opposed to just sitting on a table, for example). The PPM can also determine whether it is inside or outside of the panelist's home.

7. At the end of each day, each participating panelist is instructed to place its PPM in a docking station. The information collected by the PPM is then transmitted to Arbitron for its expert statistical review and analysis resulting in the formulation and ultimate publication of the Arbitron Data and Reports. Unlike the reports based on information obtained using paper diaries, which are published quarterly (or semi-annually in some markets), the PPM audience estimates and rankings are generally published monthly, and weekly data is also made available to subscribers.

8. The Arbitron Data and Reports are published to subscribers, comprised primarily of radio broadcasters, advertising agencies and advertisers, which enter into license agreements

with Arbitron to use the estimates contained in the Arbitron Reports in connection with their businesses. The ratings opinions published by Arbitron are often used as a tool by these subscribers to make decisions regarding the buying and selling of advertising time. It is very important to the subscribers to Arbitron's PPM Services, and thus to the overall value of Arbitron's business, that Arbitron be able to tell subscribers and prospective subscribers which stations have agreed to encode the PPM signal. For example, an advertising agency or advertiser may use the Arbitron Data and Reports to help determine where to place a product advertisement targeted at Spanish-speaking adults 25-54 years of age in the New York market between the hours of 6:00 a.m. and 10:00 a.m. This information may also be used to determine a reasonable rate for the advertisement considering the station's rating for that demographic at that particular time and the likely number of people who will be exposed to the advertisement on that station during a typical 15-minute period. The Arbitron Data and Reports are also used by radio stations to aid them in making programming decisions for their stations.

9. For the PPM system to work, radio stations must be willing to embed the inaudible code in their broadcasts so that the PPM can detect the broadcast. For this reason, Arbitron licenses its encoding equipment to FCC-licensed radio broadcasters in a measured market free of charge and assists broadcasters in installing and maintaining the equipment at their broadcast sites. Once installed, the encoder automatically places a unique code into the radio broadcast without requiring the broadcaster to do anything other than make sure that the equipment is turned on and has not malfunctioned. Encoding allows a broadcaster's station to be eligible to be included in the Arbitron PPM reports regardless of whether the station is also a subscriber. In fact, Arbitron has several clients which encode their broadcasts even though they do not subscribe to the PPM service.

10. The roll-out of the PPM service in the top 48 markets in the United States began in 2007 with the Philadelphia and Houston markets, continued in 2008 with New York, Los Angeles, Chicago, San Francisco and several other markets, and will be completed by the end of 2010. In preparation for this roll-out, Arbitron began to enter into agreements with top-48-market broadcasters to encode their broadcasts and to license the Arbitron Data and Reports generated from PPM data. Although some broadcasters chose not to encode their broadcasts or license PPM data, radio broadcasters accounting for the vast majority of radio listening in the top 48 markets have chosen to encode and subscribe.

SBS's Licenses the Arbitron Data and Reports and Agreed to Encode its Broadcasts

11. SBS is a major Hispanic-controlled radio broadcaster that operates twenty Hispanic-format radio stations in major markets in the United States, including New York, Los Angeles, Miami, Chicago, San Francisco, and Puerto Rico. SBS's radio stations include WSKQ-FM and WPAT-FM (New York); KXOL-FM and KLAX-FM (Los Angeles); WRMA-FM, WXDJ-FM and WCMQ-FM (Miami); WLEY-FM (Chicago); KRZZ-FM (San Francisco); and WZET-FM, WZMT-FM, WZNT-FM, WODA-FM, WIOB-FM, WIOA-FM, WMEG-FM, WIOC-FM, WEGM-FM, WRXD-FM, and WNOD-FM (Puerto Rico) (collectively, the "SBS Stations").

12. SBS has been a subscriber to Arbitron Data and Reports for many years, first for the diary survey, and now for the PPM survey. In June 2007, with the roll-out of the PPM underway, Arbitron and SBS entered into an "Encoding Agreement for Spanish Broadcasting System, Inc." (the "Encoding Agreement") pursuant to which SBS promised to encode the radio broadcasts of the SBS Stations. A true and correct copy of the Encoding Agreement is attached hereto as Exhibit 1. Pursuant to the Encoding Agreement, Arbitron provided encoding equipment to SBS free of charge and assisted SBS's personnel in installing the equipment at its

broadcasting sites. SBS was not charged a license fee for the equipment or the right to encode its broadcasts. Rather, SBS benefits from encoding because it permits the PPM to detect audience levels for the SBS Stations, and, therefore, allows Arbitron to include the SBS Stations in the Arbitron Data and Reports.

13. The Encoding Agreement requires SBS to continuously encode its broadcasts through the expiration of the latest to expire Radio Station License Agreement to Receive and Use Arbitron PPM™ Data and Estimates with Arbitron. The Encoding Agreement does not permit SBS to terminate or cancel for any reason. If the encoding equipment fails to operate properly, SBS is required to notify Arbitron of that failure within twenty-four (24) hours and provide Arbitron with reasonable assistance and access to its premises to repair the equipment.

14. As of 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 generated using PPM data 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.

15. Since the PPM License Agreement expires following the delivery of the December 2012 Arbitron Data and Reports, the earliest expiration date of the Encoding Agreement is December 2012.

SBS Stops Paying the License Fees for its PPM License Agreement and the Scarborough Agreement

16. In approximately June 2009, SBS informed Arbitron that it was dissatisfied with the Arbitron Data and Reports because it believed that the methodology that Arbitron uses to conduct its PPM service is flawed. By July 2009, SBS had stopped paying its license fees under the PPM License Agreement and Scarborough License Agreement and demanded a credit against the entire amount of the overdue license fees and vastly reduced license fees going forward. SBS wanted to continue to receive and have the right to use the "flawed" estimates, but no longer wanted to pay an appropriate rate for the right to do so.

17. Arbitron rejected SBS's position and, among other things, informed SBS that under the section 9 of the PPM License Agreement, SBS was not entitled to challenge Arbitron methodology for producing the Arbitron Data and Reports or to obtain a credit against its license fees based on any supposed flaw in the methodology. In pertinent part, section 9, entitled "Methodology," states:

> **ARBITRON MAKES NO WARRANTIES, EXPRESS OR IMPLIED . . . CONCERNING THE SERVICES PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO:**
>
> **(A) THE 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.**

See Exhibit 2 at § 9. In its letter to SBS of June 8, 2009, and true and correct copy of which is attached hereto as Exhibit 4, Arbitron reminded SBS that it had previously waived any right to

challenge the PPM methodology or obtain a credit based on a supposed flaw in the methodology. Nevertheless, SBS has continued to refuse to pay its license fees for either PPM or diary-based data and continued to allege methodological flaws in the PPM survey. Through January 19, 2010, SBS owes Arbitron over $2.3 million in unpaid license fees for Arbitron Data and Reports based on PPM data, and over $250,000 for Arbitron Data and Reports generated by the diary survey (which service is not even the subject of this dispute).

18. In response to SBS's failure to pay license fees since July 2009, Arbitron suspended delivery of the Arbitron Data and Reports under section 5(b) of the PPM License Agreement. According to that provision, Arbitron is permitted to suspend delivery of the Arbitron Data and Reports "without terminating, breaching or committing a default under [the] Agreement or any such other agreements." *See* Exhibit 2 at § 5(b). Arbitron has not terminated the license agreements, but rather, under the agreements, has elected to suspend delivery until such time that SBS is current in its payment obligation. The PPM License Agreement and Scarborough Agreement continue to be in full effect. Arbitron remains willing to begin delivery of the Arbitron Data and Reports once SBS becomes current in its payments under those agreements.

SBS's Breach of the Encoding Agreement

19. On Thursday, February 4, 2010, Arbitron's personnel determined that the following SBS radio station broadcasts 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 engineering personnel in its New York, Los Angeles and Chicago broadcast facilities confirmed via email that the corporate office of SBS had ordered that the encoding equipment be turned off. Arbitron did not receive twenty-four (24) hours' notice that the encoders at any of SBS's broadcast

facilities were malfunctioning or would be taken offline for any reason as required by the Encoding Agreement.

20. The Encoding Agreement remains in full force and effect because it is coterminous with the PPM License Agreement, which has not been terminated by Arbitron and which does not expire until after the delivery of the December 2012 Arbitron Data and Report. While Arbitron has notified SBS that it is in breach of the PPM License Agreement and Scarborough Agreement, Arbitron has repeatedly given SBS the opportunity to become current in its payments so that it may again receive the Arbitron Data and Reports.

Arbitron Will Suffer Irreparable Harm that Cannot Be Quantified with Reasonable Certainty

21. Arbitron will suffer irreparable harm from SBS's refusal to encode its radio broadcasts, and this harm can only be avoided by an order requiring SBS to encode its radio broadcasts for the entire term of the Encoding Agreement.

22. 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.

23. Arbitron's credibility in the marketplace for delivering ratings as promised is also harmed by SBS's refusal to honor the Encoding Agreement. If radio stations and advertising agencies cannot rely on Arbitron's promise that it will be able to provide audience estimates for certain radio stations for the promised time period, those licensees will not be as willing to license the ratings or will demand a lower price for the ratings in light of the real possibility that radio broadcasters like SBS can stop encoding at any time and for any reason. Furthermore, advertisers and agencies may not have the confidence in their radio buy if they do not believe they will continue to be able to evaluate the stations in the ratings report on an ongoing basis. The marketplace must have confidence in Arbitron's ability to deliver ratings as promised if Arbitron is going to continue to be successful. If stations which have contracted to encode for a set term are free to simply unplug their encoders, as SBS has done, Arbitron's entire PPM business is at risk.

24. SBS's conduct threatens a major portion of Arbitron's entire business, as Arbitron's PPM service in the markets where SBS operates generates approximately 12% of Arbitron's total revenues. Arbitron realized approximately $48,000,000 in revenues from licensing the Arbitron Data and Reports based on the PPM service in New York, Los Angeles, Chicago, Miami and San Francisco, excluding SBS, in 2009, and this figure is expected to grow to $55,000,000 in 2010. Thus, Arbitron's ability to deliver the promised ratings in these markets underlies a major portion of Arbitron's entire business and is now being called into doubt by SBS's refusal to perform under the Encoding Agreement.

25. The fact that some broadcasters have not agreed to encode their stations does not affect the value of the Arbitron Data and Reports or Arbitron's credibility from the perspective of Arbitron's current licensee because Arbitron has not promised data from non-encoding broadcasters to its other licensees. By contrast, Arbitron's licensees do expect to receive SBS's ratings, and the sudden and unexplained loss of that information could seriously impair Arbitron's ratings business.

26. 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 markets where SBS is no longer encoding (New York, Chicago, Miami, Los Angeles and San Francisco) is not quantifiable with reasonable certainty, and Arbitron cannot put a price on its credibility in the marketplace. An award of money damages would not satisfy Arbitron's need to obtain listening data regarding SBS's radio stations – only the data itself will eliminate the harm to Arbitron and its licensees. Arbitron has no other means of obtaining PPM listening data as to SBS's radio stations except through the encoding of those broadcasts, and so an order requiring SBS to abide by the terms of the Encoding Agreement is the only way to address the harm suffered by Arbitron and its licensees by SBS's conduct.

27. To restart encoding, SBS can simply turn on its encoders with the flip of a switch. Although some listening data has been lost since SBS stopped encoding, if SBS were to be ordered to immediately restart encoding, sufficient listening data from its radio stations could still be included in the February 2010 Arbitron Data and Reports as well as several weekly reports to be issued so as to preserve the value to the subscribers of the reports in the affected markets. By contrast, if SBS were not ordered to begin encoding immediately, the value of the ratings reported in the February 2010 reports, if any, would be degraded as the amount of listening data reflected by the ratings decreases with each passing day, causing immediate harm

to Arbitron and its subscribers. As such, Arbitron and its customers stand to benefit significantly from an order requiring SBS to begin encoding immediately, whereas SBS would suffer no hardship at all.

OFFICIAL SEAL
JOSEPHINE MORRISROE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:09/28/11

Carol Hanley

Carol Hanley

Sworn to before me this
9th day of February 2010.

Josephine Morrisroe

Notary Public

EXHIBIT 1

Encoding Agreement for Spanish Broadcasting System, Inc.

Date: June 6, 2007

.IIS 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 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

ıber of hardware encoder(s) provided: TBD

...mber 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

Initials here

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)

ADDRESS

CITY STATE ZIP

BY (AUTHORIZED SIGNATURE)

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

CFO 6/14/07
TITLE DATE

ACCEPTED BY:

CONTRACT MANAGER

8/13/07
DATE

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

Spanish Broadcasting System, Inc.
"SCHEDULE B"

Arbitron Inc.
Company Confidential
June 6, 2007

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

Market(s)	Station
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:

EXHIBIT 2

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

Date of Proposal: **September 18, 2007**

THIS AGREEMENT is between Arbitron Inc., a Delaware corporation ("Arbitron"), and the undersigned radio broadcaster ("Station"), a **Delaware** corporation. Arbitron hereby grants to Station, for the radio station(s) listed below, a personal, nontransferable, nonexclusive, limited license to receive and use Arbitron data and audience estimates ("Arbitron Data" or "Data" or "PPM Data") contained in Arbitron's reports for the survey(s) and for the geographic area ("Market") described in Section 1. Such Arbitron Data may be furnished to Station in printed, electronic or other form ("Reports"), at Arbitron's option, but title thereto shall remain with Arbitron at all times. Arbitron hereby grants to Station, for the radio station(s) listed below, a personal, nontransferable, nonexclusive, limited license to receive and use the computer programs designated on the Agreement Attachments ("Systems"). Such Agreement Attachments are hereby incorporated by reference as if fully set forth herein. Title to the Systems shall remain with Arbitron, or its third party application provider, as the case may be, at all times. Collectively the Data, Reports, and/or Systems may be referred to as "Services". As further consideration for the use of the Data and/or Systems, Licensee agrees to encode its audio-based and/or audio/video-based media content as set forth in a separate encoding agreement.

1. Services Provided; Term: This Agreement shall become effective when countersigned by Arbitron's Contract Manager and shall be for a period of * ___ years * ___ months beginning and ending on the dates described below (the "Term"). This Agreement will continue without regard to Station's ownership of the radio station(s) licensed hereunder absent a valid Assignment pursuant to Section 11 of this Agreement.

Broadcaster ("Station"): **Spanish Broadcasting Systems**

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

Arbitron Radio Geographic Area ("Market"): ***See "Schedule A" Attachment**

Term begins * _____ ; ends * _____.

Number of surveys currently provided during first Term year: * _____.

Reports currently licensed hereunder: ☒ January ☒ February ☒ March ☒ April ☒ May ☒ June ☒ July ☒ August ☒ September ☒ October ☒ November ☒ December ☒ Holiday Survey

First Report: ***See "Schedule A" Attachment**

All representations in this Section regarding number of surveys and Report titles are subject to qualifications set forth in Section 6(a) herein.

2. Annual Rate:

A License Charge in the form of a Net Annual Rate for each year of the Term, which may be subject to adjustments and discounts pursuant to Sections 3, 4, 6 and 11 of this Agreement, shall be paid by Station, with the first of * ___ payments (the "Periodic Charge" or "Charge") due on * _____.

The Gross Annual Rate for the first Term year is ***SeeSchedA** .
$ _____

For each succeeding Term year, the Gross Annual Rate shall be the Gross Annual Rate for the previous Term year increased by a factor of * ___ percent. Any applicable discounts or other adjustments will be applied thereafter to the Gross Annual Rate so derived.

3. Discounts:

(a) Continuous Service Discount: A discount of ten percent (10%) in calculating the Periodic Charge shall be allowed for each month in excess of twelve (12) consecutive months that Station is continuously licensed to use the Arbitron Data for this Market, provided that such discount shall no longer apply if Station fails to sign and return this Agreement to Arbitron within forty-five (45) days after termination of a prior "Station License Agreement to Receive and Use Arbitron Listening Estimates", or individual market(s) licensed under such prior agreement, or this Agreement.

(b) Group Discount: If Station owns two or more radio stations located in different markets and such radio stations are under common ownership as defined by Arbitron, Station may be entitled to a Group Discount based on the number of subscribing radio stations owned at the time this Agreement is executed, which discount may vary and be adjusted during the Term of this Agreement in accordance with Arbitron's Group Discount Schedule should the number of subscribing commonly owned radio stations change.

(c) Long-Term Discount: A discount of

20% in months 1-12, **20%** in months 13-24,
20% in months 25-36, **20%** in months 37-48,
20% in months 49-60.

shall be allowed in calculating the Net Annual Rate charged during the applicable months.

4. Periodic Charge; Taxes: The Periodic Charge, due and payable by Station on the first day of each billing period, shall be: (a) the Gross Annual Rate plus any adjustments; (b) less any applicable Continuous Service Discount; (c) less, from the amount thereby derived, any applicable Group Discount; (d) less, from the amount thereby derived any applicable Long-Term Discount; (e) with such amount prorated equally between the number of payments for the Term year.

In addition to and together with the above payments, Station 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 being surveyed or over any location to which Station directs Arbitron to deliver Data, or by any other taxing jurisdiction.

5. 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 60 days after due hereunder, but in no event will the applicable per-month late payment charge exceed one-twelfth 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 Station 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 Station'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 Station of any Data or Report(s), in any form, which are due until such time as Station is

© 2007 Arbitron Inc.

ARBITRON

_____ Initials here

Credit approved 10/18/07

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.*

Initials here

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,

Initials here

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 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

11/11/07
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, Replace-ment	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: ☒ Hispanic ☒ Black										
National Regional Database (NRD) with Arbitron PPM™ Data										
Other: **PreCur Net**	**New**	***See Schedule A**	*							
Other:										

Calculation of License Charges:

Individual Station Gross Annual Rate:			*Percent:*
Station:	***See Schedule A**	$	*
Station:		$	
Station:		$	
Station:		$	
Station:		$	
Station:		$	
Station:		$	
Station:		$	
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: ____ % in months____ $ ***SeeSchedA**

FIRST TERM YEAR NET ANNUAL RATE: $ ***SeeSchedA**

Initials here

© 2007 Arbitron Inc.

ARBITRON

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, Replace-ment	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: ☐ TAPSCAN	☐ MEDIAMASTER	☐ QUALITAP		☐ PRINTSCAN		☐ MStreet		☐ ScheduleIt	☐ RSP	
PPM Analysis Tool℠										
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)
☐ Annually ☐ Monthly ☐ Quarterly	*See Schedule A	*See Schedule A	*See Schedule A	*See Schedule A
☐ Annually ☐ Monthly ☐ Quarterly				
☐ Annually ☐ Monthly ☐ Quarterly				
☐ Annually ☐ Monthly ☐ Quarterly				
☐ Annually ☐ Monthly ☐ Quarterly				

Initials here

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 — 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

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, Replace-ment	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	New	*See Schedule A	*	*	*	*	*			
Processor(s) is/are	*See Schedule A									
MultiMedia Data										
Processor(s) is/are										
Corporate Roll-Up℠ with Arbitron PPM™ Data										
Ethnic Data: ☒ Hispanic ☒ 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:	*See Schedule A	$ *See Sched A	*
Station:		$	
Station:		$	
Station:		$	
Station:		$	
Station:		$	
Station:		$	
Station:		$	
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

Initials here

© 2007 Arbitron Inc.

RSS - PPM RADIO ATTACH 3/07

ARBITRON

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, Replace-ment	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 ScheduleA	*	*	*	*	*			
Includes: ☒ TAPSCAN	☒ MEDIAMASTER	☒ QUALITAP	☐ PRINTSCAN	☐ MStreet	☐ ScheduleIt	☒ RSP				
PPM Analysis Tool℠	New	*See ScheduleA	*	*	*	*	*			
Other: *SeeSchedA	New	*See ScheduleA	*	*	*	*	*			
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)
☐ Annually ☐ Monthly ☐ Quarterly	*See Schedule A	*See Schedule A	*See Schedule A	*See Schedule A
☐ Annually ☐ Monthly ☐ Quarterly				
☐ Annually ☐ Monthly ☐ Quarterly				
☐ Annually ☐ Monthly ☐ Quarterly				
☐ Annually ☐ Monthly ☐ Quarterly				

Initials here

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 — 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

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)
***See "Schedule A"**	***See "Schedule A"**

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

© 2005 Arbitron Inc.

ARBITRON

Initials here

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

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.

AGREED TO

Spanish Broadcasting Systems
LICENSEE

2601 S Byashore 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

Radio Station Rate Attachment for the Scarborough Service

Licensee: Spanish Broadcasting Systems

Individual Radio Station(s): *See "Schedule A" Attachment

(Any percentages set forth above indicate allocation of license fees to the station(s) licensed hereunder.)

Market: *See "Schedule A" Attachment

Notations:

Calculation of License Fees for each year of the Term shall be as follows:

	Year 1	Year 2	Year 3	Year 4	Year 5
Gross Annual Rate	$ h	$ *	$ *	$ *	$ *
Less Discounts:					
☒ Dual-Service: 25%	$ *SeeSchedA	$ *	$ *	$ *	$ *
☒ Group: ☒ 10% ☐ 7.5% ☐ 5% ☐ 2.5%	$ *SeeSchedA	$ *	$ *	$ *	$ *
☒ Long-Term Discount: ☒ 20% ☐ 10%	$ *SeeSchedA	$ *	$ *	$ *	$ *
Net Annual Rate	$ *SeeSchedA	$ *	$ *	$ *	$ *

Discounts Defined

(a) **Dual-Service Discount:** A discount of 25% if Licensee is also licensed to receive and use the Arbitron Radio Market Report (RMR) Service for the Market designated herein. Discount is applicable only so long as said RMR service is in effect and Licensee is not in default in any of its terms. Discount is applied or discontinued beginning with the first full month in which the RMR service license is in effect or has been terminated, respectively.

(b) **Group Discount:** If Licensee is a member of a group of two or more stations located in different markets and under common control as defined in the applicable Arbitron Price Book, Licensee may be entitled to a Group Discount based on the number of owned stations that are licensed to receive and use the service by Arbitron at the time this License Agreement is executed, which discount may vary and be adjusted during the Term of this Agreement should the number of commonly owned stations change. Licensee acknowledges Arbitron's right to apply this discount in accordance with Arbitron's Group Discount Schedule as provided to Licensee and found in the Arbitron Price Book.

(c) **Long-Term Discount:** A discount of 20% in months 1-12, 20% in months 13-24, 20% in months 25-36, 20% in months 37-48 and 20% in months 49-60 shall be allowed in calculating the Net Annual Rate charged during the applicable months.

Special terms or instructions: *See "Schedule A" Attachment

AGREED TO

Spanish Broadcasting Systems
LICENSEE

2601 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

© 2003 Arbitron Inc.
ARBSCRB RW 10/03 r2 #16808

ARBITRON

EXHIBIT 4

ARBITRON

Timothy T. Smith
Executive Vice President & Chief Legal Officer
Legal & Business Affairs
tim.smith@arbitron.com
T (410) 312-8043 F (410) 312-8613

VIA FEDERAL EXPRESS & EMAIL

Melanie M. Montenegro, Esq.
Spanish Broadcasting System
SBS Tower
2601 South Bayshore Drive, Penthouse II
Coconut Grove, Florida 33133

Re: *SBS Letter Dated June 3, 2009*

Dear Ms. Montenegro:

We are writing in response to your letter dated June 3, 2009 by which the Spanish Broadcasting System ("SBS") has attempted to provide Arbitron with a thirty day "Notice of Defect" pursuant to the Limitations of Liability Sections of its following agreements with Arbitron: (i) Radio Station License Agreement to Receive and Use Arbitron PPM Data and Estimates dated September 18, 2007 (the "PPM Agreement"); (ii) Radio Station License Agreement to Receive and Use Scarborough Reports dated September 18, 2007 ("2007 Scarborough Agreement"); (iii) Master Station License Agreement to Receive and Use Arbitron Radio Audience Estimates dated December 22, 2005 ("Diary License Agreement"); and (iv) Radio Station License Agreement to Receive and Use Scarborough Reports dated December 22, 2005 ("2005 Scarborough Agreement") (collectively referred to herein as the "Agreements"). Your letter asserts that there is "a material defect in the methodology and accuracy of what [Arbitron] purports to measure" and requests a credit for license fee charges paid. Nowhere, however, does SBS identify or describe the nature or scope of any claimed material defect nor does it identify the markets or specific reports which are the subject of the notice. Therefore, we believe that your letter is a nullity under the Agreements.

Under the terms of the Agreements, SBS expressly acknowledged that Arbitron has made no representations or warranties as to its survey methodology or the accuracy of its estimates. For example, paragraph 9 of the PPM Agreement expressly states, in pertinent part:

> 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.

In addition, as acknowledged and agreed by SBS, "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."

Each of the Agreements between SBS and Arbitron contains similar limitations. *See* 2007 Scarborough Agreement ¶ 7; Diary License Agreement ¶ 9; and 2005 Scarborough Agreement ¶ 7.

Moreover, the Limitation of Liabilities Sections of the above-referenced agreements provide that the sole and exclusive remedy for Arbitron's liability of any kind is limited to a credit to the 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 system. SBS has not identified any data or reports that are materially defective nor has SBS described how it has been harmed in any way. Thus, even if SBS had the contractual right to challenge Arbitron's survey methodology or the accuracy of Arbitron's estimates – which right SBS clearly does *not* have – the absence of any facts supporting your assertion of a defect renders the notice a nullity.

While SBS clearly does not have the right under its Agreements to challenge Arbitron's methodology, we would certainly like to be in a position to address your specific concerns as soon as possible. Therefore please advise as to the precise nature of the claimed material defect, the services impacted, the markets affected and the reporting periods in which you contend the defect was present. We look forward to SBS providing this information in order for Arbitron to undertake a principled review of such claims.

Finally, please note that Arbitron considers this subject matter to be an issue between the parties and would like to take this opportunity to remind SBS to take care in how it publicly characterizes the quality of Arbitron's data, reports and services. We also wish to remind SBS that it is still obligated to pay the amounts required under the Agreements.

Sincerely,

Timothy T. Smith

cc: Frank Flores *(via email fflores@sbsnewyork.com)*
Michael Skarzynski *(via email michael.skarzynski@arbitron.com)*
Alton Adams *(via email alton.adams@arbitron.com)*
Pierre Bouvard *(via email pierre.bouvard@arbitron.com)*
Clara Carneiro *(via email clara.carneiro@arbitron.com)*
Rich Tunkel *(via email rich.tunkel@arbitron.com)*

WEBB DECLARATION

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

ARBITRON INC.,	:	
Plaintiff,	:	
v.	:	Index No._____
SPANISH BROADCASTING SYSTEM, INC.,	:	
Defendant.	:	

BETH WEBB, hereby declares as follows:

1. I am Vice President of Research Methods and Quality of Plaintiff, Arbitron Inc. ("Arbitron"). I submit this affidavit, based upon my personal knowledge and my review of Arbitron's business records, in support of Arbitron's application for a temporary retaining order and preliminary injunction against Defendant, Spanish Broadcasting System, Inc. ("SBS"). I have been employed by Arbitron for over 13 years. Throughout that period, I have worked in the research group which is responsible for developing and implementing survey methodology and conducting studies and analyses.

2. I am personally involved in formulating and implementing the methodology that Arbitron uses in forming its opinions and estimates regarding radio audiences measured by the Portable People Meter, or "PPM." The PPM methodology includes all aspects of the PPM Service, including (1) designing a sample from which the PPM participants, or "panelists," will be chosen; (2) recruiting the panelists into the panel; (3) assisting the panelists to install the PPM equipment in their home; (4) encouraging the panelists to comply with the survey rules, including by carrying the PPM throughout the day and by docking the PPM device for transmission of PPM data back to Arbitron; and (5) analyzing and adjusting the listening data obtained from the PPM to arrive at Arbitron's opinions as to radio listening in a given market.

3. Arbitron's PPM panels are designed to reflect the demographic makeup of the market being surveyed based on the most recent U.S. Census data updated by a third-party vendor. Arbitron recruits panelists based on several demographic characteristics, including age, race/ethnicity, geography, and in qualifying markets primary use of the Spanish or English language. Every day, after the radio listening data has been compiled from the panelists' PPM devices overnight, Arbitron follows the standard practice of using sample weighting to compensate for disproportionate representation of specific segments of the population in data actually provided by the PPM, thereby ensuring that the daily ratings results more accurately reflect the radio listening behavior of the total market. Through these procedures, as well as others used during the process, the PPM methodology seeks to yield ratings that fairly and reliably represent listeners in all demographics, including minority listeners.

Arbitron Voluntarily Submits Its PPM Service for Accreditation to the Media Rating Council

4. Ratings services such as Arbitron and Nielsen Media Research typically submit their services for accreditation to a non-profit organization known as the Media Rating Council ("MRC"). The ratings services seek accreditation for each of the markets in which the service operates.

5. The MRC has a voluntary code of conduct which the ratings services seeking accreditation must comply with as part of the accreditation process. The Voluntary Code of Conduct ("VCOC") provides, among other things, that participation in the MRC's accreditation and auditing process is voluntary and that none of the MRC's various substantive and procedural rules preclude any measurement service from offering products that are not accredited by the MRC. As long as the measurement service that has voluntarily sought accreditation discloses impact data and completes an MRC audit and MRC committee review prior to

commercialization of the currency product, it has complied with the VCOC. Arbitron has, in all cases, complied with the VCOC.

6. Historically, it has been typical for the accreditation process for a new type of ratings service to take several years or more to obtain MRC accreditation in numerous markets. For example, Nielsen launched an electronic ratings service in 2004 and has yet to receive accreditation from the MRC in all markets that it services. Arbitron first commercialized its PPM Service in 2007 in the Houston and Philadelphia markets. The MRC granted accreditation for Houston but has still not granted accreditation for the Philadelphia market.

7. In 2008, Arbitron commercialized its PPM Service in twelve (12) additional markets, including New York, Los Angeles, Chicago, Riverside-San Bernardino, Atlanta, and Washington, D.C. The MRC granted accreditation to the Riverside-San Bernardino market (the "Radio First" methodology) but has yet to grant accreditation to the other markets. In 2009, the MRC granted accreditation for the PPM Service in the Minneapolis-St. Paul market.

8. The Radio First methodology that Arbitron employs for the New York, Los Angeles, Chicago, Miami and San Francisco markets where SBS operates is the same as the methodology which the MRC has accredited for the Riverside-San Bernardino and Minneapolis-St. Paul markets. Arbitron continues to seek MRC accreditation in all markets where it is implementing the PPM Service.

Prior Litigation Involving PPM

9. The change from the Arbitron diary service to the electronic PPM Service predictably resulted in changes in ratings produced under the different methods. The paper diary service requires listeners in the survey to recall what stations they listened to and for what length of time for one week. The PPM meter automatically detects what stations the panelist is exposed to throughout the day and also determines the length of time that each station is heard. Across

the board, the switch to the PPM from diary has established that the total number of persons listening to the radio (the "cume") is greater under PPM while the average time spent listening to a particular station ("average quarter hour" listening) is less. As a result, most stations have seen their ratings decline under PPM.

10. Several minority-owned or controlled broadcasters, including SBS, have criticized PPM claiming that its methodology somehow undercounts minority listening and therefore causes a disproportionate reduction in ratings to minority-formatted stations. In fact, many non-minority-formatted stations such as talk radio and jazz have also seen a significant reduction in ratings under the PPM. Nonetheless, the objecting minority broadcasters have been vocal and aggressive in seeking out a political solution to the issue. They have filed a petition with the FCC and have participated in the Congressional hearings by the House Committee on Oversight and Government Reform.

11. In the fall of 2008, the Attorneys General of the States of New York and New Jersey commenced an investigation into the minority broadcasters' claim that PPM undercounts minority listeners. In October 2008, litigation was commenced in both New York and New Jersey. Both actions were settled by entry of a Consent Judgment with no admission of any wrongdoing or flaws in the methodology of the PPM. The Consent Judgments continue to permit Arbitron to use the "Radio First" methodology in the PPM Service with certain commitments by Arbitron to achieve certain specific minimum results ("metrics"). True and correct copies of the Consent Judgments entered in New York and New Jersey are attached hereto as Exhibits 1 and 2, respectively. Arbitron also settled any disputes with the Maryland Attorney General on very similar terms. A true and correct copy of the Settlement Agreement entered in Maryland attached hereto as Exhibit 3. Arbitron is in compliance with its commitments to the Attorneys General.

12. The settlements with the Attorneys General from New York, New Jersey and Maryland, which are directed to the radio markets in New York, New Jersey, Philadelphia, Washington, D.C. and Baltimore, cover the very same methodology which Arbitron uses in the PPM Service today in each of the markets covered by the SBS contracts: New York, Los Angeles, Chicago, San Francisco and Miami.

A Sworn Affidavit Will Be Provided

13. I provide this information in the form of a declaration because I am currently unable to obtain a notarization due to the massive snowfall in Maryland, where I live and work. As soon as I am able, I will execute an affidavit containing the same information presented in this declaration and provide it to Arbitron's counsel for filing with this Court.

14. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct. Executed in Columbia, MD, on this 9th day of February, 2010.

Beth Webb

Beth Webb

EXHIBIT 1

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

----------X

THE PEOPLE OF THE STATE OF NEW YORK,
by ANDREW M. CUOMO, Attorney General of the State
of New York,

Petitioners,

- against-

ARBITRON INC.,

Respondent.

----------X

STIPULATED
ORDER ON CONSENT

Index No. 402516/08
IAS Part _____

Assigned to Justice Diamond

This Stipulated Order on Consent ("Order") is entered into by and between petitioners, THE PEOPLE OF THE STATE OF NEW YORK, by ANDREW M. CUOMO, ATTORNEY GENERAL OF THE STATE OF NEW YORK, and respondent ARBITRON INC., a corporation organized under the laws of the State of Delaware;

WHEREAS New York State Law Executive Law § 63(12) prohibits repeated or persistent fraudulent or illegal acts in the transaction of business; New York General Business Law §§ 349 and 350 prohibit deceptive and misleading business practices and false advertising; and New York Civil Rights Law § 40-c and New York Executive Law § 290 et seq. ("New York State Human Rights Law") prohibit any person or firm, corporation or institution from discriminating against any person because of race, creed, color, or national origin;

WHEREAS, pursuant to the provisions of Section 63(12) of the New York State Executive Law, the Office of the Attorney General ("Attorney General") conducted an investigation into the policies, procedures, and practices of Arbitron Inc. ("Arbitron"), regarding allegations of fraudulent and unlawful business practices;

WHEREAS Arbitron, which is headquartered in New York, is one of the largest media ratings companies in the United States, and the only major provider of listener measurement services to radio broadcasters in the State of New York;

WHEREAS Arbitron for decades based its radio ratings on surveys using a "diary" system which utilizes journals kept by listeners who record their daily radio listening habits;

WHEREAS Arbitron in New York replaced the diary system with the Portable People Meter ("PPM"), an electronic device that tracks the radio stations that listeners are exposed to, and has developed a methodology to recruit radio listeners to serve as panelists in their geographic area by carrying the PPM ("PPM methodology");

WHEREAS the reliability and accuracy of the media measurement of PPM depends on the reliability of the PPM methodology, because the ratings will only be reliable and accurate if the samples are representative of the communities measured, and the persons carrying the PPM are compliant with Arbitron's instructions on how to use the PPM;

WHEREAS the Media Rating Council, Inc. ("MRC"), a not-for-profit organization that for over forty years has been the primary accrediting agency for ratings services in the United States, denied accreditation in November 2007 to Arbitron's PPM methodology in New York;

WHEREAS the Attorney General received complaints that the PPM methodology as applied to New York is not reliable or fair in that it undercounts New York African-American and Hispanic radio listeners, potentially depriving New York minority broadcasters of advertising revenue and these New York listeners of their primary media resources;

WHEREAS, the Attorney General commenced, through the filing of a complaint, the above captioned lawsuit in the Supreme Court of the State of New York, New York County ("Lawsuit") seeking injunctive and monetary relief on grounds that the PPM methodology is not

reliable or accurate, Arbitron made representations regarding the accreditation, fairness, representativeness and reliability of the PPM Methodology in New York that are fraudulent and deceive or have the capacity or tendency to deceive consumers and violate New York's Civil Rights and Human Rights Laws;

WHEREAS, the parties herein desire to resolve this matter without further litigation or adjudication; and

WHEREAS, in consideration of the covenants and undertakings set forth herein and intending to be legally bound thereby, the Attorney General, on behalf of itself and the petitioners, and Arbitron, have agreed to the terms of this Order;

NOW, THEREFORE, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

PART ONE: DEFINITIONS

1.1 "And" and "or" shall be construed conjunctively or disjunctively as necessary to make the meaning inclusive rather than exclusive.

1.2 "Arbitron" means Arbitron Inc. and all of its executives, officers, directors, managers, representatives, employees and all individuals who act on their behalf.

1.3 "Order" means this Stipulated Order on Consent.

1.4 "Diary system" means Arbitron's long-standing methodology of collecting journals written by panelists of their daily radio listening habits and utilizing them to create ratings based on an estimate of the number of listeners of radio broadcasts.

1.5 "Effective Date" means the date this Order is executed by the parties hereto.

1.6 "Including" means without limitation.

1.7 "Media Rating Council" and "MRC" mean Media Rating Council, Inc., a trade organization of broadcasters and advertisers that accredits media measurement services.

1.8 "New York Market" means all geographic areas within New York State where as of the effective date hereof PPM has been commercialized, including but not limited to Bronx, Hudson, Kings, New York, Putnam, Queens, Rockland, and Westchester counties, as well as Bergen, Essex, Fairfield, Passaic, and Monmouth counties.

1.9 "Portable People Meter" and "PPM" refer to the device Arbitron utilizes to identify and store information regarding radio broadcasts that panelists are exposed to and to transmit that information to Arbitron.

1.10 "PPM methodology" refers to the policies, procedures, and practices by which Arbitron recruits individuals to wear the PPM and obtains PPM data from a sample of persons in households within a geographic region.

1.11 "Recruitment efforts" means procedures used to select, contact and recruit potential PPM panelists.

1.12 The use of the singular form of any word includes the plural and vice versa.

PART TWO: COMPLIANCE WITH THE LAW

2.1 Arbitron agrees to comply fully with New York General Business Law §§ 349 and 350, New York Civil Rights Law § 40-c, and the New York State Human Rights Law.

PART THREE: INJUNCTIVE RELIEF

3.1 Arbitron shall commence recruitment of panelists in the New York Market for the PPM using a combination of telephone based and address based methodologies beginning in January 2009. The address based methodology must be utilized in at least 10% of all recruitment efforts by or before July 1, 2009 and in at least 15% of all recruitment efforts by or before July 1, 2010. Further, Arbitron shall ensure that recruitment of racial and ethnic minorities as surveyed is commensurate with the racial and ethnic composition of the geographic area being surveyed, as determined by the most recent, annually updated United States census data.

3.2 Arbitron shall increase cell phone only ("CPO") sampling, based on all recruitment efforts, in the New York Market from 7.5% to 10% by or before July 1, 2009, from 10% to 12.5% by or before December 1, 2009 and from 12.5% to 15% by or before July 1, 2010. Within fifteen (15) business days at the end of each quarter, Arbitron shall provide data on the composition of the CPO sample cross-tabulated by race, ethnicity and age to the Attorney General and to subscribing broadcasters of the New York PPM data.

3.3 Arbitron must take all reasonable measures, including necessary front-loaded treatments and refusal conversion strategies, to increase SPI and to ensure a minimum SPI of 15 by or before July 1, 2009; a minimum SPI of 16 by or before October 1, 2009; and a minimum SPI of 17 by or before June 1, 2010 with a target SPI of 20.

3.4 Arbitron must take all reasonable measures, including in-person coaching and compliance incentives, to ensure in-tab rates of at least 75% by or before April 1, 2009 in all demographics in New York as defined by race, ethnicity, age, and gender. The in-tab rates of all sub-categories of race, ethnicity, age and gender cannot fall below 90% of the

target rate, excluding sub-categories that are less than 10% of the New York Market on a six (6) month basis beginning April 1, 2009.

3.5 Further, beginning on January 21, 2009, Arbitron shall provide to subscribing New York broadcasters install and in-tab data by individual zip code for the New York Market and provide racial and ethnic demographic data for each zip code. Thereafter, Arbitron shall continue to provide the New York zip code data fifteen (15) business days after the monthly release of the monthly e-book for the New York Market. Arbitron reserves the right to discontinue delivery of a portion or all of the zip code data based on formal, written advice from the MRC, or in the event there is substantial evidence, as determined by the Attorney General, that a person or company is using the zip code data to identify or contact PPM panel members.

3.6 Arbitron shall create, fund and commence a valid non-response bias study by January 15, 2009, subject to approval by the Attorney General, to identify and determine measurable bias, if any, in the PPM methodology utilized in the New York Market. The study shall be completed by July 15, 2009. If the study finds measurable bias, Arbitron shall use all reasonable measures to address the bias within six (6) months. To the extent Arbitron believes in good faith that it cannot cure such bias within six (6) months, it shall notify and confer with the Attorney General.

3.7 Arbitron shall fund an advertising campaign of at least $25,000 in the New York Market promoting minority radio in major trade journals.

3.8 Effective immediately, Arbitron must include a prominent disclaimer in **14 font bold typeface** on all written promotional materials of the PPM on paper or internet advertising on direct links, including e-book, and any sub-links that contain promotional

materials, stating that the PPM ratings are based on audience estimates and are the opinion of Arbitron and should not be relied on for precise accuracy or precise representativeness of the demographic or radio market in New York.

3.9 Arbitron shall prepare and submit reports fifteen (15) days after each quarter in 2009 and 2010 to the Attorney General relating to all metrics outlined in paragraphs 3.1 through 3.5. Arbitron shall submit a sworn statement, certifying (1) the current PPM methodology design changes and metrics discussed in paragraphs 3.1 through 3.5, (2) whether Arbitron is in compliance with paragraphs 3.1 through 3.10 and paragraphs 4.1 and 4.4, and if not, (3) identify the paragraphs in which Arbitron is non-compliant, and (4) where Arbitron is non-compliant with paragraphs 3.3 and/or 3.4, identify all reasonable measures taken to achieve compliance.

3.10 Arbitron shall take all reasonable efforts in good faith to obtain and retain accreditation for the New York Market from the MRC. In addition to the rights reserved to the Attorney General set forth in paragraph 5.13, if Arbitron has not obtained accreditation from the MRC by October 15, 2009 and has failed to meet any of the minimum standards as set forth in paragraphs 3.1 through 3.9 of this Order, the Attorney General reserves the right to rescind the Order and reinstitute litigation against Arbitron for the above-referenced claims.

PART FOUR: MONETARY RELIEF

4.1 Arbitron agrees to pay a single lump sum in the amount of Two Hundred Thousand Dollars ($200,000) in settlement of alleged deceptive practices and civil rights claims, as determined by the Attorney General, of Arbitron's conduct.

4.2 Arbitron agrees to pay the sum of Sixty Thousand Dollars ($60,000) to cover a portion of the costs of the Attorney General's investigation and monitoring.

4.3 Arbitron agrees to pay a single lump sum of One Hundred Thousand Dollars ($100,000) to the National Association of Black Owned Broadcasters for a joint radio project between the National Association Black Owned Broadcasters and the Spanish Radio Association to support minority radio.

4.4 Payments to the Attorney General are due no later than four (4) weeks after the time of the signing of this Order, and must be in the form of a certified check, bank check, money order, or attorney's check made payable to "The State of New York" and forwarded to the New York State Attorney General's Office, Attention: Alphonso David, Deputy Bureau Chief, Civil Rights Bureau, 120 Broadway, 3rd Floor, New York, New York, 10271-0332. Payment to the National Association of Black Owned Broadcasters is due no later than four (4) weeks after the time of signing of this Order.

PART FIVE: JURISDICTION AND OTHER PROVISIONS

5.1 This Order, when fully executed and performed by Arbitron to a reasonable expectation of the Attorney General, will resolve all claims against Arbitron that were raised in the complaint filed by the Attorney General in this action. However, nothing in this Order is intended to, nor shall, limit the Attorney General's investigatory or compliance review powers otherwise provided by law.

5.2 Notwithstanding any provision of this Order to the contrary, the Attorney General may, in its sole discretion, grant written extensions of time for Arbitron to comply with any provision of this Order.

5.3 This Order shall become effective upon its execution by all parties and its entry by the Court.

5.4 The signatories to this Order warrant and represent that they have read and understand this Order, that they are duly authorized to execute this Order, and that they have the authority to take all appropriate action required to be taken pursuant to the Order to effectuate its terms.

5.5 This Order may be executed in multiple counterparts, each of which shall be deemed a duplicate original.

5.6 This Order is final and binding on the parties, including all principals, agents, representatives, successors in interest, assigns, and legal representatives thereof. Each party has a duty to so inform any such successor in interest of the terms of this Order. No assignment by any party thereto shall operate to relieve such party of its obligations herewith.

5.7 All of the terms of this Order are contractual and not merely recitals, and none may be amended or modified except by a writing executed by all parties hereto approved by the Court or with Court approval.

5.8 This above captioned lawsuit shall be dismissed without prejudice. However, the Court shall retain jurisdiction over the parties and the matter and retain the power to order all applicable equitable remedies to ensure compliance with this Order, including, but not limited to, contempt.

5.9 This Order supersedes and renders null and void any and all written or oral prior undertakings or agreements between the parties regarding the subject matter hereof.

5.10 The parties hereby waive and shall not have any right to appeal any of the terms of this Order or in any way challenge the validity of any of the terms of this Order in any forum. Further, Arbitron hereby agrees to withdraw with prejudice any and all pending legal claims filed in any trial or appellate court, whether state or federal, involving the Attorney General relating to the marketing or commercialization of the PPM or the PPM methodology, or the Attorney General's jurisdiction to investigate and litigate claims relating to the PPM.

5.11 If any provisions, terms, or clauses in this Order are declared illegal, unenforceable, or ineffective in a legal forum, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Order shall remain valid and binding on the parties.

5.12 The parties may seek to enforce this Order by motion before the Court to the full extent of the law; however, in the event of a dispute among the parties regarding any issue arising hereunder, the parties shall attempt in good faith to resolve the dispute before seeking the Court's intervention.

5.13 Failure to comply with any provision of this Order shall be considered a violation of this Consent Order. Upon such a violation, the Attorney General may take any and all steps available to enforce this Consent Order, including seeking an order of contempt pursuant to CPLR § 5104. Upon application by the Attorney General showing Arbitron has failed to pay penalties and costs pursuant to paragraphs 4.1 through 4.3 herein, the Court shall also enter a money judgment in the amount of the unpaid balance, plus interest at the rate of nine (9) percent per annum from the date of violation or nonpayment, against Arbitron, and the Attorney General shall have execution thereof.

5.14 In any application by the Attorney General pursuant to paragraph 5.13 above, the Attorney General may request an allowance for costs under CPLR § 8303(a)(6).

5.15 Failure by any party to seek enforcement of this order pursuant to its terms with respect to any instance or provision shall not be construed as a waiver to such enforcement with regard to other instances or provisions.

5.16 All communications and notices regarding this Order shall be sent by first class mail and facsimile, if twenty-five (25) pages or less in length, to:

<u>Office of the Attorney General</u>

Alphonso B. David
Deputy Bureau Chief
Civil Rights Bureau
Office of the New York State
Attorney General
120 Broadway, 3rd Floor
New York, New York 10271-0332
Tel. (212) 416-8250
Fax (212) 416-8074

<u>Arbitron Inc.</u>

Chief Legal Officer
Arbitron Inc.
9705 Patuxent Woods Drive
Columbia, Maryland 21046-1572
Tel. (410) 312-8043
Fax (410) 312-8613

Alfred Fabricant
Dickstein Shapiro LLP
1177 Avenue of the Americas
New York, NY 10036-2714
Tel. (212) 277-6621
Fax (212) 277-6510

Attorneys for Arbitron

IN WITNESS THEREOF, the parties hereto, intending to be legally bound hereby, have executed this Order on Consent on the dates written below:

ANDREW M. CUOMO
Attorney General of the State of New York
120 Broadway
New York, New York 10271

By: _____
Alphonso B. David
Deputy Bureau Chief

_____
Spencer Freedman
Counsel for Civil Rights

Andrew J. Elmore
Assistant Attorney General

Dated: New York, New York
~~December~~ JANUARY 7, 200~~8~~9

ARBITRON INC.
142 West 57th Street
New York, NY 10019-3300

By: _____
Timothy T. Smith
Executive Vice President
& Chief Legal Officer

Dated: New York, New York
December 19, 2008

SO ORDERED:

_____
HON. MARYLIN G. DIAMOND
NEW YORK SUPREME COURT JUSTICE

Dated: JAN 7 2009
New York, New York

EXHIBIT 2

ANNE MILGRAM
ATTORNEY GENERAL OF NEW JERSEY
Division of Law
Hughes Justice Complex
25 Market Street
P.O. Box 112
Trenton, New Jersey 08625-0112
Attorney for Plaintiffs

By: James R. Michael
Deputy Attorney General
Tel.: (609) 984-3105

FILED
JAN 09 2009
Edward J. Ryan, J.S.C.

4

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION - MIDDLESEX COUNTY
DOCKET NO.: MID-L-8428-08

ANNE MILGRAM, Attorney General of the State of New Jersey; DAVID SZUCHMAN, Director of the New Jersey Division of Consumer Affairs, and J. FRANK VESPA-PAPALEO, Director of the New Jersey Division on Civil Rights, Plaintiffs, v. ARBITRON, INC., Defendant.	Civil Action FINAL CONSENT JUDGMENT

1. Plaintiffs ANNE MILGRAM, Attorney General of the State of New Jersey ("Attorney General"), DAVID SZUCHMAN, Director of the New Jersey Division of Consumer Affairs, and J. FRANK VESPA-PAPALEO, Director of the New Jersey Division on Civil Rights, (collectively "Plaintiffs"), having filed a Complaint (hereinafter "the Complaint") and Defendant Arbitron Inc., a Delaware corporation ("Arbitron"), appearing through counsel, stipulate that this Final Consent Judgment ("Consent Judgment") may be signed and entered by a judge.

2. The Plaintiffs and Defendant (collectively, "Parties") having consented to the entry of this Consent Judgment for the purposes of settlement only without this Judgment constituting evidence against or any admission by any party and without trial of any issue of fact or law. This Consent Judgment does not constitute any admission of liability or wrongdoing, either express or implied, by Defendant or any other party. Further, this Consent Judgment shall not be competent evidence in any judicial or other proceeding of any liability or wrongdoing by Defendant.

3. The entry of this Consent Judgment has been consented to by Defendant as its own free and voluntary act and with full knowledge and understanding of the nature of the proceedings and the obligations and duties imposed upon them by this Consent Judgment, and it consents to its entry without further notice, and avers that no offer, agreement or inducements of any nature whatsoever have been made to them by the Plaintiffs or their attorneys of any employee of the Office of the Attorney General to procure this Consent Judgment.

4. In the event that the Court shall not enter this Consent Judgment, this proposed Consent Judgment shall be of no force and effect against the Attorney General of New Jersey and the Directors or the Defendant.

5. This Consent Judgment shall bind Defendant, its officers, directors, agents, representatives, parents, affiliates, subsidiaries and employees, and shall be binding on any and all successors and assigns, future purchasers, acquired parties, acquiring parties, successors-in-interest, and its officers, agents, representatives, and employees, directly or indirectly or through any corporation or anyone acting directly or indirectly on their behalf.

6. Subject to paragraph 38 below, Defendant has, by its signature and the signatures of its respective counsel hereto, waived any right to appeal, petition for certiorari, move to reargue or rehear or be heard in connection with entry of this Consent Judgment concerning past conduct

addressed in this Consent Judgment.

7. In exchange for the consideration set forth herein, upon execution of this Consent Judgment, the Plaintiffs agree to release Defendant, all of its parent entities, subsidiaries and affiliated entities, and the officers, directors, members, agents servants, employees of each of them, and shareholders from all civil claims, causes of action, suits and demands, of any kind or character for violation of the New Jersey Consumer Fraud Act ("CFA"), N.J.S.A. 56:8-1 et seq., or the New Jersey Law Against Discrimination ("LAD"), N.J.S.A. 10:5-1 et seq., arising prior to the date this Consent Judgment is filed and arising out of or based upon matters addressed in this Consent Judgment and the Plaintiffs' Complaint.

8. The Court having considered the pleadings and the proposed Consent Judgment executed by the Parties and their attorneys and filed herewith, and good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Consent Judgment may be entered in this matter as follows:

JURISDICTION AND VENUE

9. Pursuant the CFA and LAD, jurisdiction of this Court over the subject matter and over the Defendant for purposes of entering into and enforcing this Consent Judgment is admitted. Jurisdiction is retained by this Court for such further orders and directions as may be necessary or appropriate for the construction and modification of the injunctive provisions herein, or execution of this Consent Judgment, including punishment for any violation of this Consent Judgment. If the Plaintiffs are required to file a petition to enforce any provision of this Consent Judgment against Defendant, Defendant agrees to pay any courts costs and reasonable attorneys' fees associated with any successful petition to enforce any provision of this Consent Judgment. Pursuant to N.J.S.A. 56:8-8, venue is proper in this Court, and venue as to all matters between the parties relating hereto

or arising out of this Consent Judgment is solely in the Superior Court of New Jersey, Middlesex County.

PART ONE: DEFINITIONS

10. Unless otherwise specified, the following definitions shall apply:

a. "And" and "or" shall be construed conjunctively or disjunctively as necessary to make the meaning inclusive rather than exclusive.

b. "Arbitron" means Arbitron Inc. and all of its executives, officers, directors, managers, representatives, employees and all individuals who act on their behalf.

c. "Order" means this Final Consent Judgment.

d. "Diary system" means Arbitron's long-standing methodology of collecting journals written by panelists of their daily radio listening habits and utilizing them to create ratings based on an estimate of the number of listeners of radio broadcasts.

e. "Effective Date" means the date this Order is executed by the parties hereto.

f. "Including" means without limitation.

g. "Install" means a household or person who has agreed to participate as part of a sample panel, received PPM equipment to participate, installed PPM in the household and meets all of the reporting requirements.

h. "In Tab" rate means the number, expressed as a percentage, of households or persons supplying usable information for reports or tabulations.

I. "Media Rating Council" and "M.R.C." mean Media Rating Council, Inc., a trade organization of broadcasters and advertisers that accredits media measurement services.

j. "New York Market" means all geographic areas in and surrounding New York City designated by Arbitron as a market where as of the effective date hereof P.P.M. has been

commercialized, including but not limited to the "embedded" market of Middlesex, Somerset, and Union Counties in New Jersey ("Middlesex-Somerset-Union"), as well as the New Jersey counties of Essex, Bergen, Passaic, and Monmouth counties.

k. "Philadelphia Market" means all geographic areas in and surrounding the City of Philadelphia designated by Arbitron as a market where as of the effective date hereof P.P.M. has been commercialized, including but not limited to which includes the New Jersey counties of Burlington, Camden and Gloucester.

l. "Portable People Meter" and "P.P.M." refer to the device Arbitron utilizes to identify and store information regarding radio broadcasts that panelists are exposed to and to transmit that information to Arbitron.

m. "P.P.M. methodology" refers to the policies, procedures, and practices by which Arbitron recruits individuals to wear the P.P.M. and obtains P.P.M. data from a sample of persons in households within a geographic region.

n. "Recruitment efforts" means procedures used to select, contact and recruit potential P.P.M. panelists.

o. "SPI" is an abbreviation for Sample Performance Indicator and refers to a surrogate measure for response rate in panel based samples.

p. The use of the singular form of any word includes the plural and vice versa.

PART TWO: COMPLIANCE WITH THE LAW

11. Arbitron agrees to comply fully with the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., and the New Jersey Law Against Discrimination ("LAD"), N.J.S.A. 10:5-1 et seq.

PART THREE: INJUNCTIVE RELIEF

12. Arbitron shall commence recruitment of panelists in the New York Market for the P.P.M. using a combination of telephone based and address based methodologies beginning in January 2009. The address based methodology must be utilized in at least 10% of all recruitment efforts by or before July 1, 2009 and in at least 15% of all recruitment efforts by or before July 1, 2010. Further, Arbitron shall ensure that recruitment of racial and ethnic minorities as surveyed is commensurate with the racial and ethnic composition of the geographic area being surveyed, as determined by the most recent, annually updated United States census data.

13. Arbitron shall commence recruitment of panelists in the Philadelphia Market for the P.P.M. using a combination of telephone based and address based methodologies beginning in January 2009. The address based methodology must be utilized in at least 10% of all recruitment efforts by or before July 1, 2009, and in at least 15% of all recruitment efforts by or before December 31, 2010. Further, Arbitron shall ensure that recruitment of racial and ethnic minorities as surveyed is commensurate with the racial and ethnic composition of the geographic area being surveyed, as determined by the most recent, annually updated United States census data.

14. Arbitron shall increase cell phone only ("CPO") sampling, based on all recruitment efforts, in the New York Market from 7.5% to 10% by or before July 1, 2009, from 10% to 12.5% by or before December 1, 2009 and from 12.5% to 15% by or before July 1, 2010. Within fifteen (15) business days at the end of each quarter, Arbitron shall provide data on the composition of the CPO sample cross-tabulated by race, ethnicity and age to the Attorney General and to subscribing broadcasters of the New York P.P.M. data.

15. Arbitron shall increase cell phone only ("CPO") sampling, based on all recruitment efforts, in the Philadelphia Market from 7.5% to 10% by or before July 1, 2009, from 10% to 12.5% by or before June 1, 2010 and from 12.5% to 15% by or before December 31, 2010. Within fifteen (15) business days at the end of each quarter, Arbitron shall provide data on the composition of the CPO sample cross-tabulated by race, ethnicity and age to the Attorney General and to subscribing broadcasters of the Philadelphia P.P.M. data.

16. Arbitron must take all reasonable measures, including necessary front-loaded treatments and refusal conversion strategies (incentives), to increase SPI in the New York Market and to ensure a minimum SPI of 15 by or before July 1, 2009; a minimum SPI of 16 by or before October 1, 2009; and a minimum SPI of 17 by or before June 1, 2010, with a target SPI of 20.

17. Arbitron must take all reasonable measures, including necessary front-loaded treatments and refusal conversion strategies (incentives), to increase SPI in the Philadelphia Market and to ensure a minimum SPI of 15 by or before October 1, 2009; a minimum SPI of 16 by or before April 1, 2010; and a minimum SPI of 17 by or before November 30, 2010, with a target SPI of 20.

18. Arbitron must take all reasonable measures, including in-person coaching and compliance incentives, to ensure in-tab rates of at least 75% by or before April 1, 2009 in all demographics in the New York Market as defined by race, ethnicity, age, and gender. The in-tab rates of all sub-categories of race, ethnicity, age and gender cannot fall below 90% of the target rate, excluding sub-categories that are less than 10% of the New York Market on a six (6) month basis beginning April 1, 2009.

19. Arbitron must take all reasonable measures, including in-person coaching and

compliance incentives, to ensure in-tab rates for the Philadelphia PPM Market of at least 75% for the overall population (age of 6 and over) by or before April 1, 2009. The in-tab rates of all sub-categories of race, ethnicity, age and gender cannot fall below 85% of the target rate, excluding sub-categories that are less than 10% of the Philadelphia Market on a six (6) month basis beginning April 1, 2009.

20. Further, beginning on January 21, 2009, Arbitron shall provide to subscribing broadcasters install and in-tab data by individual zip code for the New York Market and provide racial and ethnic demographic data for each zip code. For the Philadelphia Market Arbitron shall begin providing install and in-tab data by zip code on April 1, 2009. Thereafter, Arbitron shall continue to provide the zip code data fifteen (15) business days after the monthly release of the monthly e-book for the New York Market and the Philadelphia Market. Arbitron reserves the right to discontinue delivery of a portion or all of the zip code data based on formal, written advice from the MRC, or in the event there is substantial evidence, as determined by the Attorney General, that a person or company is using the zip code data to identify or contact PPM panel members.

21. Arbitron shall create, fund and commence a valid non-response bias study by January 15, 2009, to identify and determine measurable bias, if any, in the PPM methodology utilized in the New York Market. The study shall be completed by July 15, 2009. This study is intended to satisfy Arbitron's obligations in this regard both hereunder as well as under Arbitron's separate agreement to settle the case with the New York Attorney General. If the study finds measurable bias, Arbitron shall use all reasonable measures to address the bias within six (6) months. To the extent Arbitron believes in good faith that it cannot cure such bias within six (6) months, it shall notify and confer with the Attorney General.

22. Arbitron shall fund an advertising campaign of at least $25,000 promoting minority radio in major trade journals. This advertising campaign is intended to satisfy Arbitron's obligations in this regard both hereunder as well as under Arbitron's separate agreement to settle the case with the New York Attorney General.

23. Arbitron agrees to pay a single lump sum of One Hundred Thousand Dollars ($100,000) to the National Association of Black Owned Broadcasters for a joint radio project between the National Association Black Owned Broadcasters and the Spanish Radio Association to support minority radio. This single payment shall satisfy Arbitron's obligation in connection with the settlement of this action as well as the action in New York with the New York Attorney General.

24. Effective immediately, Arbitron must include a prominent disclaimer in **14 font bold typeface** on all written promotional materials of the PPM on paper or internet advertising on direct links, including e-book, and any sub-links that contain promotional materials, stating that the PPM ratings are based on audience estimates and are the opinion of Arbitron and should not be relied on for precise accuracy or precise representativeness of the demographic or radio market in New York and Philadelphia markets.

25. Arbitron shall prepare and submit reports fifteen (15) days after each quarter in 2009 and 2010 to the Attorney General relating to all metrics outlined in paragraphs 12 through 19. Arbitron shall submit a sworn statement, certifying (1) the current PPM methodology design changes and metrics discussed in paragraphs 12 through 19, (2) whether Arbitron is in compliance with paragraphs 12 through 19, and if not, (3) identify the paragraphs in which Arbitron is non-compliant,

and (4) where Arbitron is non-compliant with paragraphs 12 through 19, identify all reasonable measures taken to achieve compliance.

26. Arbitron shall take all reasonable efforts in good faith to obtain and retain accreditation for the New York Market and the Philadelphia Market from the M.R.C. In addition to the rights reserved to the Attorney General set forth herein, if Arbitron has not obtained accreditation from the MRC in either market by December 31, 2009 and has failed to meet any of the minimum standards as set forth in paragraphs 12 through 19 of this Order, the Attorney General reserves the right to rescind the Order and reinstitute litigation against Arbitron for the above-referenced claims.

PART FOUR: MONETARY RELIEF

27. Arbitron agrees to pay a single lump sum in the amount of One Hundred Thirty Thousand ($130,000.00) for investigative costs and expenses associated with the Attorney General's investigation.

28. Payments to the Attorney General are due no later than four (4) weeks after the time of the signing of this Order, and must be in the form of a certified check, bank check, money order, or attorney's check made payable to "The State of New Jersey" and forwarded to the New Jersey Attorney General's Office, Attention: James Michael, Deputy Attorney General, 25 Market Street, Trenton, New Jersey 08625-0112.

PART FIVE: JURISDICTION AND OTHER PROVISIONS

29. This Order, when fully executed and performed by Arbitron to a reasonable expectation of the Attorney General, will resolve all claims against Arbitron that were raised in the

Complaint filed by the Attorney General in this action. However, nothing in this Order is intended to, nor shall, limit the Attorney General's investigatory or compliance review powers otherwise provided by law.

30. Notwithstanding any provision of this Order to the contrary, the Attorney General may, in its sole discretion, grant written extensions of time for Arbitron to comply with any provision of this Order.

31. This Order shall become effective upon its execution by all parties and its entry by the Court.

32. The signatories to this Order warrant and represent that they have read and understand this Order, that they are duly authorized to execute this Order, and that they have the authority to take all appropriate action required to be taken pursuant to the Order to effectuate its terms.

33. This Order may be executed in multiple counterparts, each of which shall be deemed a duplicate original.

34. This Order is final and binding on the parties, including all principals, agents, representatives, successors in interest, assigns, and legal representatives thereof. Each party has a duty to so inform any such successor in interest of the terms of this Order. No assignment by any party thereto shall operate to relieve such party of its obligations herewith.

35. All of the terms of this Order are contractual and not merely recitals, and none may be amended or modified except by a writing executed by all parties hereto approved by the Court or with Court approval.

36. This above captioned lawsuit shall be dismissed without prejudice. However, the Court shall retain jurisdiction over the parties and the matter and retain the power to order all

applicable equitable remedies to ensure compliance with this Order, including, but not limited to, contempt.

37. This Order supersedes and renders null and void any and all written or oral prior undertakings or agreements between the parties regarding the subject matter hereof.

38. The parties hereby waive and shall not have any right to appeal any of the terms of this Order or in any way challenge the validity of any of the terms of this Order in any forum. Further, Arbitron hereby agrees to withdraw without prejudice any and all pending legal claims filed in any New Jersey trial court, whether state or federal, involving the Attorney General relating to the marketing or commercialization of the PPM or the PPM methodology, or the Attorney General's jurisdiction to investigate and litigate claims relating to the PPM.

39. If any provisions, terms, or clauses in this Order are declared illegal, unenforceable, or ineffective in a legal forum, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Order shall remain valid and binding on the parties.

40. The parties may seek to enforce this Order by motion before the Court to the full extent of the law; however, in the event of a dispute among the parties regarding any issue arising hereunder, the parties shall attempt in good faith to resolve the dispute before seeking the Court's intervention.

41. Failure to comply with any provision of this Order shall be considered a violation of this Consent Order. Upon such a violation, the Attorney General may take any and all steps available to enforce this Consent Order, including seeking an order of contempt. Upon application by the Attorney General showing Arbitron has failed to pay penalties and costs pursuant to

paragraphs herein, the Court shall also enter a money judgment in the amount of the unpaid balance, plus interest at the rate of nine (9) percent per annum from the date of violation or nonpayment, against Arbitron, and the Attorney General shall have execution thereof.

42. In any application by the Attorney General pursuant to paragraph 41 above, the Attorney General may request an allowance for costs.

43. Failure by any party to seek enforcement of this order pursuant to its terms with respect to any instance or provision shall not be construed as a waiver to such enforcement with regard to other instances or provisions.

44. All communications and notices regarding this Order shall be sent by first class mail and facsimile, if twenty-five (25) pages or less in length, to:

<u>Office of the Attorney General</u>

James R. Michael
Deputy Attorney General
Division of Law
25 Market Street
P.O. Box 112
Trenton, NJ 08625-0112

Attorney for Plaintiffs

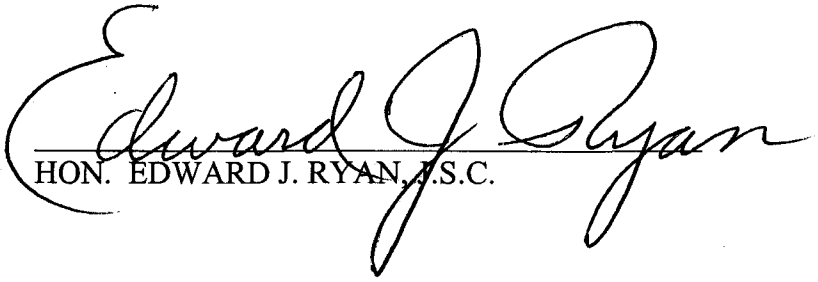
<u>Arbitron Inc.</u>

Chief Legal Officer
Arbitron Inc.
9705 Patuxent Woods Drive
Columbia, Maryland 21046-1572
Tel. (410) 312-8043
Fax (410) 312-8613

Alfred Fabricant
Dickstein Shapiro LLP
1177 Avenue of the Americas
New York, NY 10036-2714
Tel. (212) 277-6621
Fax (212) 277-6510

Attorneys for Arbitron

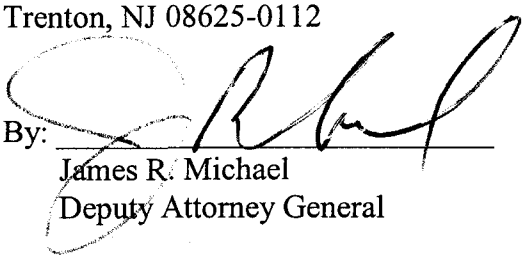
IT IS ON THIS 9th DAY OF January, 2009 SO ORDERED, ADJUDGED AND DECREED.



HON. EDWARD J. RYAN, J.S.C.

Jointly Approved and Submitted for Entry:

ANNE MILGRAM
Attorney General of the State of New Jersey
25 Market Street
Trenton, NJ 08625-0112



By: _____
James R. Michael
Deputy Attorney General

Dated: January 7, 2009

ARBITRON INC.
142 West 57th Street
New York, NY 10019-3300

By: _____
Timothy T. Smith
Executive Vice President
& Chief Legal Officer

ER 1/9/09

Dated: January 7, 2009

EXHIBIT 3

AGREEMENT BETWEEN ARBITRON INC. AND THE ATTORNEY GENERAL OF MARYLAND REGARDING PPM METHODOLOGY IN THE WASHINGTON, DC AND BALTIMORE MARKETS

The following sets forth the agreement ("Agreement") by and between Arbitron Inc. ("Arbitron") and the Office of the Attorney General of Maryland ("Attorney General") regarding Arbitron's use of the Portable People Meter™ ("PPM™") in the Washington, DC and Baltimore, Maryland radio markets:

PART I: DEFINITIONS

Unless otherwise specified, the following definitions shall apply:

A. "And" and "or" shall be construed conjunctively or disjunctively as necessary to make the meaning inclusive rather than exclusive.

B. "Arbitron" means Arbitron Inc. and all of its executives, officers, directors, managers, representatives, employees and all individuals who act on their behalf.

C. "Baltimore Market" means all geographic areas in the State of Maryland, in and surrounding Baltimore City, where the PPM methodology is commercialized. As of the date of this Agreement, the Baltimore Market is expected to include: Anne Arundel County North, Anne Arundel County South, Baltimore City, Baltimore County, Carroll County, Harford County, Howard County, and Queen Anne's County.

D. "Comparable Terms" means terms relating to Arbitron's use and logistical implementation of the PPM methodology in the Baltimore Market based upon the agreements herein pertaining to the Washington, DC Market and the letter agreement between Arbitron and OAG dated December 24, 2008, but tailored to reflect (1) the different demographic characteristics of and metrics in the respective markets (e.g.,

relative market populations and the presence or absence of high-density minority populations) and (2) Arbitron's timetable for commercializing the PPM methodology in the Baltimore Market.

E. "Install" means a household or person who has agreed to participate as part of a sample panel, received PPM equipment to participate, and installed PPM in the household.

F. "In Tab rate" or "In Tab rates" means the number of households or persons supplying usable information for reports or tabulations expressed as a percentage of the installed sample.

G. "MRC" means Media Rating Council, Inc., an organization of broadcasters and advertisers that accredits media measurement services.

H. "Portable People Meter" and "PPM" refer to the device Arbitron utilizes to identify and store information regarding radio broadcasts that panelists are exposed to and to transmit that information to Arbitron.

I. "SPI" is an abbreviation for Sample Performance Indicator and refers to a longitudinal measure for response rate in panel-based samples. The SPI referred to herein is the SPI measure that Arbitron submits to the MRC in connection with its requests for accreditation for the Washington, DC and Baltimore markets.

J. "Washington, DC Market" means all geographic areas in the State of Maryland, surrounding Washington, DC, where the PPM methodology is commercialized, including as of the date of this Agreement: Calvert, Charles, Frederick, Montgomery, and Prince George's Counties.

K. "Race, ethnicity" and "racial and ethnic" as those phrases are used herein means Arbitron's standard categories as currently surveyed by Arbitron in its PPM ratings service.

PART II: USE AND LOGISTICAL IMPLEMENTATION OF PPM METHODOLOGY

A. Arbitron will recruit panelists in the Washington, DC Market for the PPM panel using a combination of telephone-based and address-based methodologies. The address-based methodology will be utilized in at least 10% of all recruitment efforts by or before October 1, 2009 (although Arbitron will take all reasonable measures to achieve this level by July 1, 2009) and in at least 15% of all recruitment efforts by or before December 31, 2010. Further, Arbitron will take all reasonable measures to ensure that recruitment of racial and ethnic minorities surveyed is commensurate with the racial and ethnic composition of the geographic area being surveyed, as determined by the most recent, annually updated United States census data. In the Baltimore Market, Arbitron will utilize and comply with Comparable Terms to be agreed by Arbitron and the Attorney General and, unless the Comparable Terms otherwise provide, will take all reasonable measures to use the address-based methodology in (1) at least 10% of all recruitment efforts by the first month that PPM becomes currency in the Baltimore Market and (2) at least 15% of all recruitment efforts by or before December 31, 2010.

B. Arbitron will increase cell phone only ("CPO") sampling, based on all recruitment efforts, in the Washington, DC Market to at least 10% by or before October 1, 2009 (although Arbitron will take all reasonable measures to achieve this level by July 1, 2009) and at least 15% by or before December 31, 2010. Within fifteen (15) business days of the end of each quarter, Arbitron will provide data to the Attorney General and

to subscribing broadcasters of the Washington, DC PPM data on the composition of the CPO sample for the total metro, cross-tabulated by race, ethnicity and age categories. In the Baltimore Market, Arbitron will utilize and comply with Comparable Terms to be agreed by Arbitron and the Attorney General and, unless the Comparable Terms otherwise provide, will take all reasonable measures to use a CPO sample of (1) at least 10% by the first month that PPM becomes currency in the Baltimore Market and (2) at least 15% by December 31, 2010.

C. In the Washington, DC Market, Arbitron will take all reasonable measures, including, if necessary, front-loaded treatments and refusal conversion strategies (incentives), to ensure after the date of this Agreement a minimum SPI of 15 and to obtain and maintain by June 1, 2010, in the Washington, DC Market, a minimum SPI of 17 with a target of 20 or higher. In the Baltimore Market, Arbitron will utilize and comply with Comparable Terms to be agreed by Arbitron and the Attorney General.

D. Arbitron will take all reasonable measures, including, if necessary, compliance incentives, to ensure In Tab rates for the Washington, DC Market of at least 75% by or before October 1, 2009 for the overall 6+ population. Arbitron's In Tab rates for all categories and sub-categories of race, ethnicity, age and gender will not fall below 85% of the target rate on a six (6) month rolling average basis beginning October 1, 2009, excluding categories and sub-categories that are less than 10% of the Washington, DC Market. In the Baltimore Market, Arbitron will utilize and comply with Comparable Terms to be agreed by Arbitron and the Attorney General.

E. Beginning on April 1, 2009, Arbitron will provide to Washington, DC Market subscribing broadcasters PPM Install and In Tab data by individual zip code for

the Washington, DC Market and provide racial and ethnic demographic population (Census based) data for each zip code. Thereafter, Arbitron will continue to provide the zip code data fifteen (15) business days after the monthly release of the monthly e-book for the Washington, DC Market. Arbitron reserves the right to discontinue delivery of a portion or all of the zip code data based on formal, written advice from the MRC, or in the event there is substantial evidence, as determined by the Attorney General, that a person or company is using the zip code data to identify or contact PPM panel members. In the Baltimore Market, Arbitron will utilize and comply with Comparable Terms to be agreed by Arbitron and the Attorney General.

F. Arbitron will include a prominent disclaimer on all written promotional materials of the PPM that are on paper or designed to be printed on paper, and internet advertising on direct links, including e-book, and any sub-links that contain promotional materials, stating that the PPM ratings are based on audience estimates and are the opinion of Arbitron and should not be relied on for precise accuracy or precise representativeness of the demographic or radio market in the Washington, DC or Baltimore Markets.

G. Arbitron will prepare and submit reports fifteen (15) days after each quarter to the Attorney General relating to all metrics outlined in paragraphs II.A through II.D of this Agreement. Arbitron will submit a sworn statement, certifying: (1) the current PPM metrics outlined in paragraphs II.A through II.D; (2) whether Arbitron is in compliance with paragraphs II.A through II.D; if not, (3) the paragraphs in which Arbitron is non-compliant; and (4) where Arbitron is non-compliant with one or more of paragraphs II.A through II.D, all reasonable measures taken to achieve compliance.

H. Arbitron agrees that, the in the event a study Arbitron undertakes of any non-response bias of the PPM methodology utilized in the New York City radio market finds a material and measurable bias, Arbitron will advise the Attorney General within 30 days of the nature and scope of the bias found and thereafter forthwith enter into discussions with the Attorney General to identify whether or not such bias found in the New York City Market is relevant to the Washington, D.C and Baltimore Markets. If relevant, Arbitron will develop a plan to resolve any such bias consistent with any plan developed for New York.

I. Arbitron will take all reasonable measures, in good faith, to obtain accreditation from the MRC for the PPM methodology in both the Washington, DC Market and the Baltimore Market. At such time as Arbitron receives accreditation from the MRC for either the Washington, DC Market or the Baltimore Market, Arbitron's obligations under this Agreement, including the requirements of paragraphs II.A through II.H, shall immediately terminate with respect to that market. At such time as Arbitron has received accreditation from the MRC for the Washington, DC Market and the Baltimore Market, this Agreement shall immediately terminate in its entirety; provided, however, that the compliance enforcement provisions of Part III of this Agreement shall survive such termination with respect to any material breach prior to the termination.

PART III: COMPLIANCE ENFORCEMENT AND OTHER PROVISIONS

A. Upon Arbitron's material breach of this Agreement, the Attorney General may take any and all steps available to it to enforce this Agreement, including seeking an order of specific performance to compel compliance, provided that the Attorney General first gives Arbitron reasonable notice and an opportunity to cure any such

breach. If a court finds that Arbitron has breached this Agreement, and further finds that Arbitron engaged in substantial continuing non-compliance with this Agreement, then Arbitron agrees that it will be responsible to pay the Attorney General's costs of investigation prior to the execution of this Agreement and the reasonable attorneys' fees and costs of the Attorney General in enforcing this Agreement.

B. Failure by the Attorney General to seek enforcement of this Agreement pursuant to its terms with respect to any instance or provision shall not be construed as a waiver to such enforcement with regard to other instances or provisions.

C. Notwithstanding any provision of this Agreement to the contrary, the Attorney General may grant written extensions of time for Arbitron to comply with any provision of this Agreement.

D. The parties hereto warrant and represent that they have read and understand this Agreement, that they are duly authorized to execute it, and that they have the authority to take all appropriate action required to be taken pursuant to it to effectuate its terms.

E. This Agreement may be executed in counterparts, each of which shall be deemed a duplicate original.

F. This Agreement is final and binding on the parties, including all principals, agents, representatives, successors in interest, assigns, and legal representatives thereof. Each party has a duty to so inform any such successor in interest of the terms of this Agreement. No assignment by any party thereto shall operate to relieve such party of its obligations herewith.

G. All of the terms of this Agreement are contractual and not merely recitals, and none may be amended or modified except by a writing executed by all parties hereto.

H. This Agreement supersedes and renders null and void any and all prior written or oral undertakings or agreements between the parties regarding the subject matter hereof.

I. If any provisions, terms, or clauses in this Agreement are declared illegal, unenforceable, or ineffective in a legal forum, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding on the parties.

J. Arbitron has entered into this Agreement to avoid any ongoing disputes with the Attorney General, however Arbitron denies that its PPM methodology is flawed or defective in any way.

K. All communications and notices regarding this Order shall be sent by First Class mail and facsimile to:

Office of the Attorney General

Austin C. Schlick
Chief of Litigation
Office of the Attorney General
200 Saint Paul Place
Baltimore, MD 21202
Tel.: (410) 576-7291
Fax: (410) 576-6955

Arbitron Inc.

Timothy T. Smith
Executive Vice President & Chief Legal Officer
Arbitron Inc.
9705 Patuxent Woods Drive
Columbia, MD 21046-1572
Tel.: (410) 312-8043
Fax: (410) 312-8613

Alfred Fabricant
Dickstein Shapiro LLP
1177 Avenue of the Americas
New York, NY 10036-2714
Tel.: (212) 277-6621
Fax: (212) 277-6510

ACCEPTED AND AGREED:

Office of the Attorney General of Maryland

by:

Austin C. Schlick
Chief of Litigation

Dated: 2/5/09

Arbitron Inc.

by:

Timothy T. Smith
Executive Vice President & Chief Legal Officer

Dated: 2/5/09

COMPLAINT

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

----------X

ARBITRON INC.,

Plaintiff,

v.

SPANISH BROADCASTING SYSTEM, INC.,

Defendant.

----------X

Index No._____

COMPLAINT

Plaintiff, Arbitron Inc. ("Plaintiff" or "Arbitron"), by its attorneys, Dickstein Shapiro LLP, as and for its Complaint against Defendant, Spanish Broadcasting System, Inc., ("Defendant" or "SBS"), alleges as follows:

Parties

1. Plaintiff Arbitron is a Delaware corporation qualified to do business in the State of New York with a place of business located at 142 West 57th Street, New York, New York 10019.

2. Defendant SBS is a corporation organized under the laws of Delaware with its principal place of business located at 2601 South Bayshore Drive, Penthouse II, Coconut Grove, Florida 33133. SBS owns and operates radio stations in the New York, Chicago, Los Angeles, Miami, Puerto Rico, and San Francisco.

3. In 2007, SBS entered into three agreements with Arbitron. These agreements are annexed hereto as Exhibits 1, 2 and 3, and are described in further detail below and by this reference are incorporated herein.

4. SBS consented to the jurisdiction of this Court to litigate disputes pursuant to ¶ 7(b) of Exhibit 1, which states in pertinent part:

> 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:

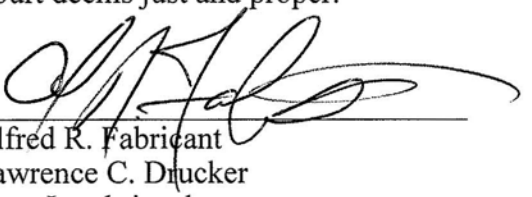
(a) an order compelling Defendant to perform its obligations pursuant to the Encoding Agreement by resuming the encoding of its radio broadcasts and continuing to encode those broadcasts through at least February, 2013;

(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

.IIS 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 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

ıber of hardware encoder(s) provided: TBD

...mber 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

Initials here

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)

ADDRESS

CITY STATE ZIP

BY (AUTHORIZED SIGNATURE)

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

CFO 6/14/07
TITLE DATE

ACCEPTED BY:

CONTRACT MANAGER

8/13/07
DATE

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

Spanish Broadcasting System, Inc.
"SCHEDULE B"

Arbitron Inc.
Company Confidential
June 6, 2007

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

Market(s)	Station
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:

EXHIBIT 2

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

Date of Proposal: **September 18, 2007**

THIS AGREEMENT is between Arbitron Inc., a Delaware corporation ("Arbitron"), and the undersigned radio broadcaster ("Station"), a **Delaware** corporation. Arbitron hereby grants to Station, for the radio station(s) listed below, a personal, nontransferable, nonexclusive, limited license to receive and use Arbitron data and audience estimates ("Arbitron Data" or "Data" or "PPM Data") contained in Arbitron's reports for the survey(s) and for the geographic area ("Market") described in Section 1. Such Arbitron Data may be furnished to Station in printed, electronic or other form ("Reports"), at Arbitron's option, but title thereto shall remain with Arbitron at all times. Arbitron hereby grants to Station, for the radio station(s) listed below, a personal, nontransferable, nonexclusive, limited license to receive and use the computer programs designated on the Agreement Attachments ("Systems"). Such Agreement Attachments are hereby incorporated by reference as if fully set forth herein. Title to the Systems shall remain with Arbitron, or its third party application provider, as the case may be, at all times. Collectively the Data, Reports, and/or Systems may be referred to as "Services". As further consideration for the use of the Data and/or Systems, Licensee agrees to encode its audio-based and/or audio/video-based media content as set forth in a separate encoding agreement.

1. Services Provided; Term: This Agreement shall become effective when countersigned by Arbitron's Contract Manager and shall be for a period of * ___ years * ___ months beginning and ending on the dates described below (the "Term"). This Agreement will continue without regard to Station's ownership of the radio station(s) licensed hereunder absent a valid Assignment pursuant to Section 11 of this Agreement.

Broadcaster ("Station"): **Spanish Broadcasting Systems**

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

Arbitron Radio Geographic Area ("Market"): ***See "Schedule A" Attachment**

Term begins * _____ ; ends * _____.

Number of surveys currently provided during first Term year: * _____.

Reports currently licensed hereunder: ☒ January ☒ February ☒ March ☒ April ☒ May ☒ June ☒ July ☒ August ☒ September ☒ October ☒ November ☒ December ☒ Holiday Survey

First Report: ***See "Schedule A" Attachment**

All representations in this Section regarding number of surveys and Report titles are subject to qualifications set forth in Section 6(a) herein.

2. Annual Rate:

A License Charge in the form of a Net Annual Rate for each year of the Term, which may be subject to adjustments and discounts pursuant to Sections 3, 4, 6 and 11 of this Agreement, shall be paid by Station, with the first of * ___ payments (the "Periodic Charge" or "Charge") due on * _____.

The Gross Annual Rate for the first Term year is ***SeeSchedA** .
$ _____

For each succeeding Term year, the Gross Annual Rate shall be the Gross Annual Rate for the previous Term year increased by a factor of * ___ percent. Any applicable discounts or other adjustments will be applied thereafter to the Gross Annual Rate so derived.

3. Discounts:

(a) Continuous Service Discount: A discount of ten percent (10%) in calculating the Periodic Charge shall be allowed for each month in excess of twelve (12) consecutive months that Station is continuously licensed to use the Arbitron Data for this Market, provided that such discount shall no longer apply if Station fails to sign and return this Agreement to Arbitron within forty-five (45) days after termination of a prior "Station License Agreement to Receive and Use Arbitron Listening Estimates", or individual market(s) licensed under such prior agreement, or this Agreement.

(b) Group Discount: If Station owns two or more radio stations located in different markets and such radio stations are under common ownership as defined by Arbitron, Station may be entitled to a Group Discount based on the number of subscribing radio stations owned at the time this Agreement is executed, which discount may vary and be adjusted during the Term of this Agreement in accordance with Arbitron's Group Discount Schedule should the number of subscribing commonly owned radio stations change.

(c) Long-Term Discount: A discount of

20% in months 1-12, **20%** in months 13-24,
20% in months 25-36, **20%** in months 37-48,
20% in months 49-60.

shall be allowed in calculating the Net Annual Rate charged during the applicable months.

4. Periodic Charge; Taxes: The Periodic Charge, due and payable by Station on the first day of each billing period, shall be: (a) the Gross Annual Rate plus any adjustments; (b) less any applicable Continuous Service Discount; (c) less, from the amount thereby derived, any applicable Group Discount; (d) less, from the amount thereby derived any applicable Long-Term Discount; (e) with such amount prorated equally between the number of payments for the Term year.

In addition to and together with the above payments, Station 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 being surveyed or over any location to which Station directs Arbitron to deliver Data, or by any other taxing jurisdiction.

5. 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 60 days after due hereunder, but in no event will the applicable per-month late payment charge exceed one-twelfth 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 Station 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 Station'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 Station of any Data or Report(s), in any form, which are due until such time as Station is

© 2007 Arbitron Inc.

ARBITRON

_____ Initials here

Credit approved 10/18/07

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.*

Initials here

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,

Initials here

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 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

11/11/07
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, Replace-ment	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: ☒ Hispanic ☒ Black										
National Regional Database (NRD) with Arbitron PPM™ Data										
Other: **PreCur Net**	**New**	***See Schedule A**	*							
Other:										

Calculation of License Charges:

Individual Station Gross Annual Rate:			*Percent:*
Station:	***See Schedule A**	$	*
Station:		$	
Station:		$	
Station:		$	
Station:		$	
Station:		$	
Station:		$	
Station:		$	
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: ____ % in months____ $ ***SeeSchedA**

FIRST TERM YEAR NET ANNUAL RATE: $ ***SeeSchedA**

Initials here

© 2007 Arbitron Inc.

ARBITRON

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, Replace-ment	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: ☐ TAPSCAN	☐ MEDIAMASTER	☐ QUALITAP		☐ PRINTSCAN		☐ MStreet		☐ ScheduleIt	☐ RSP	
PPM Analysis Tool℠										
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)
☐ Annually ☐ Monthly ☐ Quarterly	*See Schedule A	*See Schedule A	*See Schedule A	*See Schedule A
☐ Annually ☐ Monthly ☐ Quarterly				
☐ Annually ☐ Monthly ☐ Quarterly				
☐ Annually ☐ Monthly ☐ Quarterly				
☐ Annually ☐ Monthly ☐ Quarterly				

Initials here

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 — 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

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, Replace-ment	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	New	*See Schedule A	*	*	*	*	*			
Processor(s) is/are	*See Schedule A									
MultiMedia Data										
Processor(s) is/are										
Corporate Roll-Up℠ with Arbitron PPM™ Data										
Ethnic Data: ☒ Hispanic ☒ 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:	*See Schedule A	$ *See Sched A	*
Station:		$	
Station:		$	
Station:		$	
Station:		$	
Station:		$	
Station:		$	
Station:		$	
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

Initials here

© 2007 Arbitron Inc.

RSS - PPM RADIO ATTACH 3/07

ARBITRON

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, Replace-ment	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 ScheduleA	*	*	*	*	*			
Includes: ☒ TAPSCAN	☒ MEDIAMASTER	☒ QUALITAP	☐ PRINTSCAN	☐ MStreet	☐ ScheduleIt	☒ RSP				
PPM Analysis Tool℠	New	*See ScheduleA	*	*	*	*	*			
Other: *SeeSchedA	New	*See ScheduleA	*	*	*	*	*			
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)
☐ Annually ☐ Monthly ☐ Quarterly	*See Schedule A	*See Schedule A	*See Schedule A	*See Schedule A
☐ Annually ☐ Monthly ☐ Quarterly				
☐ Annually ☐ Monthly ☐ Quarterly				
☐ Annually ☐ Monthly ☐ Quarterly				
☐ Annually ☐ Monthly ☐ Quarterly				

Initials here

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 — 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

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)
***See "Schedule A"**	***See "Schedule A"**

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

© 2005 Arbitron Inc.

ARBITRON

Initials here

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

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.

AGREED TO

Spanish Broadcasting Systems
LICENSEE

2601 S Byashore 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

Radio Station Rate Attachment for the Scarborough Service

Licensee: Spanish Broadcasting Systems

Individual Radio Station(s): *See "Schedule A" Attachment

(Any percentages set forth above indicate allocation of license fees to the station(s) licensed hereunder.)

Market: *See "Schedule A" Attachment

Notations:

Calculation of License Fees for each year of the Term shall be as follows:

	Year 1	Year 2	Year 3	Year 4	Year 5
Gross Annual Rate	$ h	$ *	$ *	$ *	$ *
Less Discounts:					
☒ Dual-Service: 25%	$ *SeeSchedA	$ *	$ *	$ *	$ *
☒ Group: ☒ 10% ☐ 7.5% ☐ 5% ☐ 2.5%	$ *SeeSchedA	$ *	$ *	$ *	$ *
☒ Long-Term Discount: ☒ 20% ☐ 10%	$ *SeeSchedA	$ *	$ *	$ *	$ *
Net Annual Rate	$ *SeeSchedA	$ *	$ *	$ *	$ *

Discounts Defined

(a) **Dual-Service Discount:** A discount of 25% if Licensee is also licensed to receive and use the Arbitron Radio Market Report (RMR) Service for the Market designated herein. Discount is applicable only so long as said RMR service is in effect and Licensee is not in default in any of its terms. Discount is applied or discontinued beginning with the first full month in which the RMR service license is in effect or has been terminated, respectively.

(b) **Group Discount:** If Licensee is a member of a group of two or more stations located in different markets and under common control as defined in the applicable Arbitron Price Book, Licensee may be entitled to a Group Discount based on the number of owned stations that are licensed to receive and use the service by Arbitron at the time this License Agreement is executed, which discount may vary and be adjusted during the Term of this Agreement should the number of commonly owned stations change. Licensee acknowledges Arbitron's right to apply this discount in accordance with Arbitron's Group Discount Schedule as provided to Licensee and found in the Arbitron Price Book.

(c) **Long-Term Discount:** A discount of 20% in months 1-12, 20% in months 13-24, 20% in months 25-36, 20% in months 37-48 and 20% in months 49-60 shall be allowed in calculating the Net Annual Rate charged during the applicable months.

Special terms or instructions: *See "Schedule A" Attachment

AGREED TO

Spanish Broadcasting Systems
LICENSEE

2601 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

© 2003 Arbitron Inc.
ARBSCRB RW 10/03 r2 #16808

ARBITRON