

SERVICE AGREEMENT

THIS SERVICE AGREEMENT ("Service Agreement), dated as of October 5, 2004, is entered into by and between SPANISH BROADCASTING SYSTEM, INC., a Delaware corporation ("SBS"), and INFINITY BROADCASTING CORPORATION, a Delaware corporation ("IBC").

For and in consideration of the premises and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Interep Sales. IBC shall instruct Infinity Radio Sales, a division of Interep National Radio Sales, Inc. ("Interep"), to include Spanish-language radio stations controlled by SBS when making general market presentations to existing or potential accounts. IBC's instruction shall be its sole obligation under this paragraph and it shall have no liability to guarantee Interep's performance of this instruction or to insure that Interep remains ready, willing and able to perform such instruction during the Term of this Agreement. Any sale of time on an SBS station resulting from such a presentation will be placed through SBS/Interep, another division of Interep, pursuant to the then extant agreement between SBS and Interep. In the event that Interep ceases to represent IBC, or SBS/Interep ceases to represent SBS, Infinity shall have no further obligation under this paragraph.

2. Infinity Sales and Beyond. IBC shall cause its national sales group, Infinity Sales and Beyond, to include SBS stations whenever Infinity Sales and Beyond makes presentations to advertisers or potential advertisers or their agencies about the benefit of buying time or sponsorships on a group of radio stations, provided that such SBS stations have characteristics

(such as the demographics, formats or geographic markets served) consistent with the characteristics of the group of stations being promoted as desirable to the potential advertiser or sponsor. Any sale of time on an SBS station resulting from such presentations will be placed through SBS/Interep. If, for any reason, in the sole discretion of IBC, IBC determines to eliminate the Infinity Sales and Beyond national sales group, or substantially change its duties to not include the types of sales presentations contemplated by this paragraph, IBC shall have no further obligations hereunder.

3. Term. This Service Agreement shall terminate on the earlier of the third anniversary of the closing under that certain Merger Agreement of even date herewith among Infinity Media Corporation, Infinity Broadcasting Corporation of San Francisco, SBS and SBS Bay Area, LLC, or, in the event that the Merger Agreement is terminated, on the date of termination of the Merger Agreement (the "Term"). Upon written notice to IBC delivered at least ninety (90) days prior to the expiration of the Term, SBS shall have the option to extend the Term of this Agreement for one (1) additional period of three (3) years upon the same terms, covenants, and conditions contained herein, provided that the financial terms applicable to such extension shall be subject to terms to be mutually agreed upon by the parties following SBS's election to extend.

4. Payments. Commencing on the date of the closing under the Merger Agreement, SBS shall pay to IBC One Hundred Thousand Dollars (\$100,000.00) per month for 12 months. Thereafter, SBS shall pay to IBC Fifty Thousand Dollars (\$50,000.00) per month through the remainder of the Term.

5. No Joint Venture. The relationship provided herein is intended by the parties to create an independent contractor relationship only, and neither party to this Service Agreement

intends to create any joint venture or partnership with the other. Neither party will represent to anyone that the relationship to the other party is other than that of an independent contractor.

6. Non-Solicitation. During the Term of this Service Agreement SBS shall not, directly or indirectly, solicit or induce any employee of IBC or its affiliates to terminate such employment or become employed by any person or entity other than IBC or any of its affiliates.

7. Confidentiality. SBS shall not divulge, communicate or use to the detriment of IBC or any affiliate, any confidential information pertaining to the services to be rendered. All such information and data shall be treated as confidential and deemed valuable, special and unique to IBC and, communicated and/or received in confidence to SBS as fiduciaries.

8. Governing Law. The construction and performance of this Service Agreement shall be governed by the laws of the State of New York without regard to its principles of conflict of law. All actions and proceedings arising out of or relating to this Service Agreement shall be heard and determined in a New York state or federal court sitting in the City of New York, and the parties hereto irrevocably submit to the exclusive jurisdiction of such courts in any such action or proceeding and irrevocably waive the defense of an inconvenient forum to the maintenance of any such action or proceeding. Each party agrees not to bring any action or proceeding arising out of or relating to this Service Agreement in any other court. **THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING IN ANY WAY TO THIS SERVICE AGREEMENT, INCLUDING WITH RESPECT TO ANY COUNTERCLAIM MADE IN SUCH ACTION OR PROCEEDING, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE DECIDED SOLELY BY A JUDGE.** The parties hereto hereby acknowledge that they have each been represented by counsel in the negotiation, execution and

delivery of this Service Agreement and that their lawyers have fully explained the meaning of the Service Agreement, including in particular the jury-trial waiver.

9. Severability. The invalidity of any one or more of the words, phrases, sentences, clauses or sections contained in this Service Agreement shall not affect the enforceability of the remaining portions of this Service Agreement or any part thereof, all of which are inserted conditionally on their being valid in law, and, in the event that any one or more of the words, phrases, sentences, clauses or sections contained in this Service Agreement shall be declared invalid, this Service Agreement shall be construed as if such invalid word or words, phrase or phrases, sentence or sentences, clause or clauses, or section or sections had not been inserted. If such invalidity is caused by length of time or size of area, or both, the otherwise invalid provision will be considered to be reduced to a period or area which would cure such invalidity.

10. Notices. All notices, demands and requests required or permitted to be given under the provisions of this Service Agreement shall be in writing and shall be deemed to have been duly delivered and received (a) on the date of personal delivery, or (b) on the date of receipt (as shown on the return receipt) if mailed by registered or certified mail, postage prepaid and return receipt requested, or if sent by Federal Express or similar courier service, with all charges prepaid. All such notices, demands and requests shall be addressed as follows:

If to SBS:

Mr. Raul Alarcon, Jr.
President/CEO
Spanish Broadcasting System, Inc.
2601 South Bayshore Drive - Penthouse #2
Coconut Grove, Florida 33133
Telephone: (305) 441-6901

cc: Jason L. Shrinsky, Esq.
Kaye Scholer LLP
901 15th Street, N.W.

Suite 1100
Washington, D.C. 20005
Telephone: (202) 682-3500

If to IBC:

Mr. Jacques Tortoroli
CFO/EVP
Infinity Broadcasting Corporation
1515 Broadway, 46th Floor
New York, NY 10036
Telephone: (212) 846-6159

cc: General Counsel
Viacom Inc.
1515 Broadway
New York, New York 10036
Facsimile: (212) 846-1994

Steven A. Lerman, Esq.
Leventhal Senter & Lerman PLLC
2000 K Street, N.W.
Suite 600
Washington, D.C. 20006
Telephone: 202-416-6765

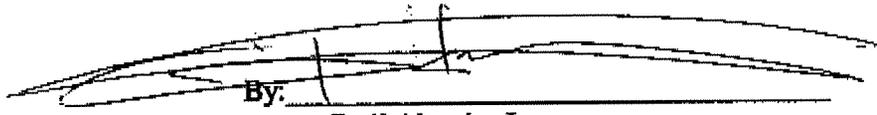
11. Assignment. This Service Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may assign its rights, interests or obligations hereunder without the prior written consent of the other party, and any purported assignment without such consent shall be null and void and have no legal force or effect.

12. Counterparts. This Service Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Service Agreement may be executed and delivered in counterpart signature pages executed and delivered via facsimile transmission, and any such

counterpart executed and delivered via facsimile transmission shall be deemed an original for all intents and purposes.

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

SPANISH BROADCASTING SYSTEM, INC.



By: _____

Raúl Alarcón, Jr.
President/CEO

INFINITY BROADCASTING CORPORATION

By: _____

Name:
Title:

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

SPANISH BROADCASTING SYSTEM, INC.

By: _____
Raúl Alarcón, Jr.
President/CEO

INFINITY BROADCASTING CORPORATION

By:  _____
Name: ROBERT G. FREGOLINE
Title: VICE PRESIDENT + TREASURER