

**EXHIBIT 6**  
**TRANSFER AGREEMENT**

See attached agreement.

## CONTRIBUTION AGREEMENT

This Contribution Agreement (this **AAgreement@**) is made as of April 6, 2000, by and among Council Tree Hispanic Broadcasters, L.L.C. (**ACTHB@**), Stephen C. Hillard (**AHillard@**), Arctic Slope Regional Corporation (**ASRC@**), Madison Dearborn Capital Partners II, L.P. (**AMDP@**) and Toronto Dominion Capital (U.S.A.), Inc. (**ATD Capital@**).

WITNESSETH:

WHEREAS, ASRC, MDP, TD Capital and Hillard (the **AOriginal Members@**) are members of Council Tree Communications III, L.L.C. (**ACTC III@**) pursuant to that certain Amended and Restated Limited Liability Company Agreement of CTC III of even date herewith;

WHEREAS, CTC III has a 75% interest in Hispanic Broadcasters of Philadelphia, L.L.C., which holds authorization from the Federal Communications Commission (the **AFCC@**) to construct WPHA-TV, Channel 69, Atlantic City, New Jersey (the **AStation@**); and

WHEREAS, each Original Member desires to contribute its membership interest in CTC III (a **AMembership Interest@**) to the capital of CTHB, subject to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Contribution Obligation.** Pursuant to the terms of this Agreement, each Original Member severally agrees to transfer, assign, convey and contribute to CTHB all of its right title and interest in and to its or his Membership Interest including all rights and benefits associated therewith, free and clear of any liens or encumbrances. Such contributions shall be made, and accepted by CTHB, in satisfaction of capital contribution commitments of the Original Members (or in the case of MDP, by its affiliate, Madison Dearborn Capital Partners III, L.P.) to CTHB in the following dollar amounts:

MDP	\$440
ASRC	\$239
TD Capital	\$311
Hillard	\$10

2. **Contribution Date.** The contribution of each Membership Interest as contemplated hereunder shall occur within five business days after receipt of written notice from

the manager or any officer of CTC III that the FCC has authorized such transfers and that no additional consent or authorization by the FCC is necessary to effect such transfers.

3. **FCC Authorization.** Each Original Member agrees to cause CTC III to promptly file an application with the FCC seeking the authorization of the FCC (i) to permit the contribution of the Membership Interests to CTHB in accordance with this Agreement and (ii) to allow the members of CTHB to hold a controlling interest in the Station in accordance with their current ownership percentages of CTHB. Each Original Member agrees to cause CTC III to prosecute the application diligently before the FCC and to take all reasonable efforts to obtain authorization from the FCC as quickly as feasible.

4. **Transfer Document.** To effect the transfers of the Membership Interests, each Original Member shall execute and deliver to CTHB a document contributing such members' Membership Interest to CTHB in the form attached hereto as Exhibit A. Each Original Member (as a member and as a manager, if applicable, of CTC III) hereby consents to: (i) the transfer of the Membership Interests by each other Original Member to CTHB, (ii) the admission of CTHB as a member of CTC III and (iii) the resignation and withdrawal as a member of CTC III by each other Original Member.

5. **Release.** For and in consideration of the covenants and promises set forth in this Agreement, each Original Member, on its behalf, its assigns, heirs, beneficiaries, creditors, representatives, agents and affiliates, hereby fully and finally releases, acquits and forever discharges CTC III and CTHB and each of their present and former direct or indirect partners, members and stockholders and the officers, directors, partners, members, stockholders, trustees, shareholders, representatives, employees, principals, agents, affiliates, subsidiaries, predecessors, successors, assigns, beneficiaries, heirs, executors, insurers and attorneys of any of them (collectively, the **Released Parties**®) from any and all actions, debts, claims, counterclaims, demands, liabilities, damages, causes of action, costs, expenses, and compensation of every kind and nature whatsoever, in law or in equity, whether known or unknown, that the Original Member had, has, or may have had at any time in the past until and including the date of this Agreement against the Released Parties, or any of them (a **Claim**®), including but not limited to any claims that relate to or arise out of the Original Member's prior relationship with CTC III or CTHB or its rights or status as a member, stockholder, officer or director of CTC III or CTHB, including any claim that the terms of this Agreement, are unfair, unjust or unenforceable, in each case to the extent that such Claim arises by reason of such Original Member's status as a member of CTC III. In executing this Agreement, each Original Member acknowledges that it has been informed that CTC III and/or CTHB may from time to time enter into agreements for additional types of financing, including recapitalizations and initial public offerings of equity securities of CTC III and/or CTHB, and also may pursue acquisitions or enter into agreements for the sale of CTC III and/or CTHB or its assets, which may result in or reflect an increase in equity value, and that any and all claims arising from or relating to such transactions (without limitation) are intended to be encompassed within the scope of this release, and that the sole exception to the scope of this release is for claims arising directly from a breach of this Agreement.

6. **Representations and Warranties.** Each Original Member represents and warrants to CTHB as of the date hereof and as of the date of the Closing as follows:

6.1 **Ownership of Membership Interests.** The Membership Interests represent all membership or other equity interests in CTC III owned (beneficially and of record) by such Original Member. Such Original Member owns beneficially and of record all of the Membership Interest to be transferred by such Original Member free and clear of any and all liens, encumbrances, restrictions, charge or adverse claims, of any nature whatsoever, other than restrictions on transfer arising under federal and state securities laws or federal communication laws. Upon the consummation of the transfer contemplated herein, CTHB will acquire all rights of such Original Member in the Membership Interest to be transferred by such Original Member, free and clear of any and all liens, encumbrances, restrictions, charges or adverse claims, of any nature whatsoever, other than restrictions on transfer arising under federal and state securities laws and federal communications laws.

6.2 **No Conflict.** The execution, delivery and performance of this Agreement by such Original Member and contribution of the Membership Interest to be transferred by such Original Member to CTHB in accordance herewith will not constitute a violation of any provision of any law, statute, rule or regulation applicable to such Original Member or conflict with, or result in a material breach of any of the terms of, or constitute a material default under, any agreement, instrument, judgment, order or decree to which such Original Member is a party or by which such Original Member is bound.

6.3 **Validity of this Agreement.** This Agreement is a valid and legally binding obligation of such Original Member, enforceable against such Original Member in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization and moratorium laws and other laws of general application affecting enforcement of creditors rights generally, and to the availability of equitable remedies, which are subject to the discretion of the court before which an action may be brought, and except as rights to indemnification may be subject to applicable federal and state securities laws.

7. **Covenant Not to Sue; Adequacy of Information.** Each Original Member agrees not to institute any litigation, lawsuit, claim or action against CTC III, CTHB or any Released Party with respect to any and all claims released in Section 5 of this Agreement. Each party to this Agreement hereby represents and warrants that such party has adequate information regarding the terms of this Agreement, the scope and effect of the releases set forth herein, and all other matters encompassed by this Agreement to make an informed and knowledgeable decision with regard to entering into this Agreement, and that such party has independently and without reliance upon the Released Parties made its own analysis and decision to enter into this Agreement.

8. **Governing Law.** This Agreement shall be construed, performed and enforced in accordance with the laws of the State of Delaware without giving effect to its conflict of laws principles.

9. **Further Assurances.** Each party hereto agrees to take such further actions as may be reasonably required in order to carry out the purpose and intent of this Agreement.

10. **Amendment.** This Agreement may not be amended or any term hereof waived unless with the written consent of each party.

11. **Counterparts.** This Agreement may be executed in counterparts, all of which taken together shall constitute one instrument.

12. **Survival of Representations and Warranties.** All representations and warranties contained herein shall survive the execution and delivery of this Agreement and the transfer of the Membership Interests contemplated herein.

13. **Third Party Beneficiaries.** It is acknowledged that each member of CTHB is intended to be and shall be a third party beneficiary of this Agreement.

EXECUTED, as of the date first set forth above.

STEPHEN C. HILLARD

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ARCTIC SLOPE REGIONAL CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

MADISON DEARBORN CAPITAL PARTNERS II, L.P.

By: Madison Dearborn Partners II, L.P.,  
its general partner

By: Madison Dearborn Partners, Inc.,  
its general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TORONTO DOMINION CAPITAL (U.S.A.), INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COUNCIL TREE HISPANIC BROADCASTERS, L.L.C.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

**TRANSFER OF INTEREST**

Pursuant to the Contribution Agreement, dated as of \_\_\_\_\_, 2000, among Stephen C. Hillard (AHillard@), Arctic Slope Regional Corporation (ASRC@), Madison Dearborn Capital Partners II, L.P. (AMDP@), Toronto Dominion Capital (U.S.A.), Inc. (ATD Capital@) and Council Tree Hispanic Broadcasters, L.L.C. (the ACompany@, \_\_\_\_\_ (the AAssignor@) hereby transfers, assigns, conveys and contributes to the Company all of its right title and interest in and to the Assignors membership interest in Council Tree Communications III, L.L.C. (the AMembership Interest@) including all rights and benefits associated therewith, free and clear of any liens or encumbrances.

Assignor shall execute, acknowledge and deliver to the Company such further instruments, and take such other action as may reasonably be requested in order more effectively to vest in the Company title to the Membership Interest and otherwise in order to carry out the purpose and intent of this instrument.

EXECUTED as of the date set forth above.

**[ASSIGNOR]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title \_\_\_\_\_

The Company hereby accepts and acknowledges receipt of the Membership Interest as a capital contribution to the Company.

COUNCIL TREE HISPANIC BROADCASTERS, L.L.C.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title \_\_\_\_\_