

EXHIBIT A

TRANSITION SERVICES AGREEMENT

TRANSITION SERVICES AGREEMENT (this "Agreement"), dated as of _____, 2011 (the "Commencement Date"), by and between Community Newspaper Holdings, Inc., a Delaware corporation ("Provider") and Southeastern Media Acquisition, Inc., a Delaware corporation ("Purchaser"). Purchaser and Provider are sometimes referred to herein each as a "Party" and, collectively, as the "Parties." Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Stock Purchase Agreement (as defined below).

RECITALS

WHEREAS, Purchaser and Provider are parties to that certain Stock Purchase Agreement, dated as of December __, 2010, (the "Purchase Agreement"). The Purchase Agreement provides for the sale of the stock of Southeastern Media Holdings, Inc. (the "Company") by Provider to Purchaser on the terms and pursuant to the conditions set forth therein; and

WHEREAS, Sections 2.04(l) and 2.05(j) of the Purchase Agreement provide that, as a condition to Closing, Provider and Purchaser shall enter into this Agreement pursuant to which Provider shall make available to Purchaser certain services in connection with the management and operation of the Company; and

WHEREAS, Purchaser desires to obtain the use of certain services from Provider for the purpose of enabling Purchaser to manage an orderly transition in its operation of the Company and Provider is willing to provide to Purchaser certain services to facilitate the transition of the operations of the Company by Provider to Purchaser on and after the date hereof for a limited period of time, all as set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **Services.** Upon the terms and subject to the conditions set forth in this Agreement, during the term of this Agreement, Provider will (or will cause its affiliates to) provide to Purchaser the administrative and operational support and related services set forth in Schedule A hereto, which is incorporated by reference herein, and such other services as the Parties may mutually agree in writing from time to time (the "Services"). The times and places at which the Services shall be provided shall be scheduled at the mutual convenience of Purchaser and Provider, each acting in a commercially reasonable manner.

2. **Compensation; Payments.** In full consideration for the performance of the Services, Purchaser agrees to pay to Provider the fees (the "Fees") set forth on Schedule B hereto. In the event that Purchaser shall request additional Services pursuant to Section 1, Purchaser and Provider shall negotiate in good faith any additional Fees for any such additional Services. Purchaser's obligation to make payments to Provider for Services rendered prior to the expiration of this Agreement will survive termination of this Agreement. Provider shall not be entitled to any

other payment for the Services or for reimbursement of out-of-pocket expenses or other expenses incurred in connection with the performance of the Services.

3. **Cooperation.** Each Party shall cooperate with the other with respect to such exchange of data or information as is reasonably necessary to fully perform the Services and the other obligations of the Parties in this Agreement.

4. **Warranty; Liability.**

(a) Provider warrants and covenants that the Services provided under this Agreement shall be provided in a manner consistent with the manner provided to the Company prior to the Commencement Date and shall be performed with a similar degree of skill and care and similar resources as Provider performed similar services prior to the Commencement Date. Notwithstanding the foregoing, Provider shall have no liability whatsoever for the services provided hereunder unless such services are provided in a manner which would evidence gross negligence or intentional misconduct on the part of Provider.

(b) The Parties hereto acknowledge that money damages are not an adequate remedy for violations of this Agreement and that either Party may, in its sole discretion, apply to a court of competent jurisdiction for specific performance or injunctive or other relief (without the posting of any bond or other security) as such court may deem just and proper in order to enforce this Agreement or prevent any violation hereof by either of the Parties hereto and, to the extent permitted by applicable law, each Party hereof waives any objection to the imposition of such relief. Any such specific or equitable relief granted shall not be exclusive and a Party shall also be entitled to seek money damages.

5. **Limitation on Authority.** Provider will have no (a) responsibility or authority under this Agreement, directly or indirectly, with respect to the operation or management of Purchaser's or the Company's business or operations or (b) ability to bind or contract in the name of Purchaser or the Company or create any liability against Purchaser or the Company.

6. **Term and Termination.** The term of this Agreement shall commence on the Commencement Date and shall end on September 30, 2011. In addition, this Agreement (or Provider's obligation to provide specific Services) may be terminated prior to the expiration of its term (or the applicable Transition Date for any Services) as follows:

(a) at any time by the mutual agreement of Purchaser and Provider; and

(b) at any time by Purchaser as to the Agreement as a whole or as to specific Services, upon fifteen (15) days' prior written notice to Provider.

Any termination of this Agreement pursuant to this Section 6(b) with respect to any specific Service shall not terminate this Agreement with respect to any other Service then being provided pursuant to this Agreement. Except as expressly set forth herein, upon the termination of this Agreement neither Party shall have any rights or obligations under this Agreement, except that the Parties may exercise any or all of the rights and remedies available to each Party hereunder or under applicable law for any breach by the other Party.

7. **Excusable Delays.** Provider shall not be liable to Purchaser if the performance of any of its obligations under this Agreement is prevented or delayed because of causes beyond its reasonable control, including but not limited to fire, strike, war, terrorist act, insurrection, act of God, law, regulation and embargo, riot, severe weather, restriction on the use of power or any other cause beyond its reasonable control and not due to such Party's own fault or negligence (an "Excusable Delay"). In the event of an Excusable Delay, Provider will (a) give notice of the Excusable Delay to Purchaser promptly after its occurrence, (b) use its reasonable efforts to overcome, mitigate and remove the cause of the event preventing or delaying performance, (c) continue the performance of all its obligations under this Agreement that are not prevented or delayed and (d) upon cessation of the Excusable Delay, promptly perform or complete performance of the obligations which were prevented or delayed.

8. **Independent Contractors.** Purchaser and Provider shall act in all matters pertaining to this Agreement as independent contractors (each an "Independent Contractor") and nothing contained herein, and no action taken with respect to the Services, shall be deemed to cause one Independent Contractor to be the agent, partner or joint venture of the other Independent Contractor for any purpose whatsoever.

9. **Notices.** All notices, requests, consents and other communications required or permitted under this Agreement shall be delivered in accordance with the applicable provisions of the Purchase Agreement.

10. **Entire Agreement.** This Agreement, including Schedule A and Schedule B, and other documents referred to herein (including the Purchase Agreement) which form a part hereof, set forth the entire understanding of the Parties relating to the subject matter contained herein and therein. This Agreement supersedes all prior and contemporaneous agreements, arrangements, discussions, negotiations and understandings (whether written or oral) between the Parties with respect to such subject matter hereof.

11. **Governing Law; Venue.**

(a) This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to principles of conflicts of laws).

(b) Each of the Parties agree that any legal action or proceeding with respect to this Agreement may be brought in the courts of the State of Delaware and, by execution and delivery of this Agreement, each Party hereto hereby irrevocably submits itself in respect of its property, generally and unconditionally, to the non-exclusive jurisdiction of the aforesaid courts in any legal action or proceeding arising out of this Agreement.

12. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

13. **Severability.** In the event that any provision of this Agreement, or the application of any such provision to either Party or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to the Parties or circumstances other than those as to which it is determined to be

invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

14. Waiver.

(a) No failure on the part of any Person to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any Person in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy.

(b) No Person shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such Person; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

15. Amendments. This Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of Purchaser and Provider.

16. Successors and Assigns; Parties in Interest. Purchaser may not assign this Agreement or any rights or obligations hereunder (other than to an affiliate) without the prior written consent of Provider and any such attempted assignment without such prior written consent shall be void and of no force and effect. Provider may not assign this Agreement or any rights or obligations hereunder (other than to its parent or another wholly owned subsidiary of its parent) without the prior written consent of Purchaser and any such attempted assignment without such prior written consent shall be void and of no force and effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns. None of the provisions of this Agreement is intended to provide any rights or remedies to any Person other than the Parties and their respective permitted successors and assigns.

17. Section Headings; Construction. The headings of Sections contained in this Agreement are provided for convenience only. They form no part of this Agreement and shall not affect its construction or interpretation. This Agreement shall be deemed to have been jointly written by the parties and none of its terms or provisions herein shall be construed or interpreted against any particular party as a result of such party having drafted all or any portion thereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date set forth in the introductory paragraph of this Agreement.

PURCHASER:

SOUTHEASTERN MEDIA ACQUISITION, INC.

By: _____
Title: President & CEO

PROVIDER:

COMMUNITY NEWSPAPER HOLDINGS, INC.

By: _____
Title: President & CEO

SCHEDULE A
SERVICES¹

Without limiting Section 1 of this Agreement, the Services to be provided by Provider to the Company are as follows:

- (a) Provider shall maintain its internet connectivity to allow Provider to provide to the Company the services requested below.
- (b) Provider to provide continuing access to its Sage and Ultipro software, and the servers, running the software (the "Software Services"). In addition, Provider to provide assistance from IT on an "as needed" basis (the "IT Services").
- (c) Provider to provide assistance in connection with local email and Outlook Exchange servers (the "Email Services"), including but not limited to, redirecting the Company's DNS MX records to the new IP address provided by Purchaser.
- (d) Provider to provide local and long-distance telephone service or equivalent and telephone receptionist until such service is switched to Purchaser's account (the "Telephone Services").
- (e) Provider to continue to provide downlinks and recording services (the "Downlinks").
- (f) Provider to provide historical information to allow Purchaser to file any and all tax returns required after the Closing Date ("Tax Information Services").

¹ Provider and Purchaser still in discussions to finalize what services are to be provided and details thereof. Schedule A will be updated accordingly.

EXHIBIT 2.04(k)
FORM OF RELEASE

Exhibit 2.04(k)

RELEASE

This Release is being executed and delivered in accordance with Section 2.04(k) of the Stock Purchase Agreement dated _____, 2010 (the "Agreement") between Southeastern Media Acquisition, Inc., a Delaware corporation ("Purchaser"), and Community Newspaper Holdings, Inc, a Delaware corporation ("Seller"). Capitalized terms used in this Release without definition have the respective meanings given to them in the Agreement.

Seller acknowledges that execution and delivery of this Release is a condition to Purchaser's obligation to purchase the outstanding capital stock of the Company pursuant to the Agreement and that Purchaser is relying on this Release in consummating such purchase.

Seller, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound, in order to induce Purchaser to purchase the outstanding capital stock of the Company pursuant to the Agreement, hereby agrees as follows:

Seller, on behalf of himself and each of its Affiliates, hereby releases and forever discharges the Purchaser, the Company, the Stations, and each of their respective individual, joint or mutual, past, present and future representatives, Affiliates, stockholders, controlling persons, subsidiaries, successors and assigns (individually, a "Releasee" and collectively, "Releasees") from any and all claims, demands, proceedings, causes of action, Orders, obligations, contracts, agreements, debts and liabilities whatsoever, whether known or unknown, suspected or unsuspected, both at law and in equity, which the Seller or any of its Affiliates now has, have ever had or may hereafter have against the respective Releasees arising contemporaneously with or prior to the Closing Date or on account of or arising out of any matter, cause or event occurring contemporaneously with or prior to the Closing Date, including, but not limited to, any rights to indemnification or reimbursement from the Company or any of the Stations, whether pursuant to their respective Organizational Documents, contract or otherwise and whether or not relating to claims pending on, or asserted after, the Closing Date; provided, however, that nothing contained herein shall operate to release any obligations of Purchaser arising under the Agreement or under the Transition Services Agreement.

Seller hereby irrevocably covenants to refrain from, directly or indirectly, asserting any claim or demand, or commencing, instituting or causing to be commenced, any proceeding of any kind against any Releasee, based upon any matter purported to be released hereby.

Without in any way limiting any of the rights and remedies otherwise available to any Releasee, Seller shall indemnify and hold harmless each Releasee from and against all loss, liability, claim, damage (including incidental and consequential damages) or expense (including costs of investigation and defense and reasonable attorney's fees) whether or not involving third party claims, arising directly or indirectly from or in connection with (i) the assertion by or on behalf of the Seller or any of its Affiliates of any claim or other matter purported to be released pursuant to this Release and (ii) the assertion by any third party of any claim or demand against any Releasee which claim or demand arises directly or indirectly from, or in connection with,

any assertion by or on behalf of the Seller or any of its Affiliates against such third party of any claims or other matters purported to be released pursuant to this Release.

If any provision of this Release is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Release will remain in full force and effect. Any provision of this Release held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

This Release may not be changed except in a writing signed by the person(s) against whose interest such change shall operate. This Release shall be governed by and construed under the laws of the State of Delaware without regard to principles of conflicts of law.

All words used in this Release will be construed to be of such gender or number as the circumstances require.

IN WITNESS WHEREOF, each of the undersigned have executed and delivered this Release as of this ____ day of _____, 2010.

Community Newspaper Holdings, Inc.

By: _____
Title: President & CEO

SCHEDULES TO STOCK PURCHASE AGREEMENT

DATED

DECEMBER 22, 2010

Schedule 3.03

Capitalization: Ownership of Shares

Southeastern Media Holdings, Inc. has 3,000 authorized shares of common stock with 100 shares issued to Community Newspaper Holdings, Inc.

Schedule 3.04(c)

No Conflict

NONE

12/1/2010 3:51 PM

Schedule 3.05
Governmental Consents and Approvals

FCC Consent

Schedule 3.06 (a)
FCC Licenses
WXTX, WSFX, WUPV, WFXG

WXTX (12472)TV Station, Ch. 54	Columbus, GA	04/01/2013
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WXTX-DT	DTV Ch. 49	Columbus, GA	04/01/2013
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<u>Broadcast Auxiliaries</u>		
WQCQ921	(TS) Television Studio-Transmitter Link	04/01/2013

WSFX-TV (72871)	TV Station, Ch. 26	Wilmington, NC	12/01/2012
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WSFX-DT	DTV Ch. 30	Wilmington, NC	12/01/2012
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<u>Broadcast Auxiliaries</u>		
WLG415	TV Studio STL	12/01/2012
WLG416	TV Intercity Relay	12/01/2012
KC26204	TV Pickup	12/01/2012

WUPV(TV) (10897)	TV Station, Ch. 65	Ashland, VA	10/01/2012
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WUPV-DT	DTV Ch. 47	Ashland, VA	10/01/2012
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<u>Broadcast Auxiliaries</u>		
WPNB686	(TS) Television Studio-Transmitter Link	10/01/2012

WFXG (3228) TV Station, Ch. 54	Augusta, GA	04/01/2013
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WFXG-DT	DTV Ch. 51	Augusta, GA
**License to Cover (BLCDT-20060630ACT) is pending		

<u>Broadcast Auxiliaries</u>		04/01/2013
WPNF280	Microwave STL	

<u>Private Radio Authorizations</u>		
WPNG242*	Microwave Industrial /Business Pool (MG)	04/06/2013
(currently licensed to Fisher Broadcasting- Georgia, LLC)		

*There is a Form 603 Assignment of License Application that was filed in September currently pending at the Wireless Bureau. The grant of assignment will license WPNG242 to Southeastern Media.

Schedule 3.06(b)
Digital Television ("DTV") Service
WXTX, WSFX, WUPV, WFXG

None

Schedule 3.08
Absence of Undisclosed Material Liabilities;
Ordinary Course

None

Schedule 3.09
Compliance with Laws; Litigation
WXTX, WFSX, WUPV, WFXG

WXTX, Columbus, Georgia

None

WFSX, Wilmington, North Carolina

None

WUPV, Ashland, Virginia

Infomercial Ventures Partnership v. CBS Broadcasting – This is a pending case where WUPV received notice in February 2010 that WUPV is a potential defendant. The case involves IVP's copyright claim related to John Beck infomercials. WUPV was on the list, among 1000+ broadcast stations. There has been no information received since February nor has service been received in the matter.

WFXG, Augusta, . Georgia

Infomercial Ventures Partnership v. CBS Broadcasting – This is a pending case where WFXG received notice in February 2010 that the station is a potential defendant in the case. The case involves IVP's copyright claim related to John Beck infomercials. WFXG was on the list, among 1000+ broadcast stations. As of November 30, 2010, there has been no further update or received service in the matter.

Schedule 3.10
Intellectual Property
WXTX, WSFX, WUPV, WFXG

WXTX, Columbus, Georgia

None

WSFX, Wilmington, North Carolina

None

WUPV, Ashland, Virginia

None

WFXG, Augusta, Georgia

"WFXG" (USPTO Registration # 77/302616, Class 38, Expiration 6/17/2018)

Schedule 3.13 (b)
Material Contracts

None

Schedule 3.17
Accounting Records; Internal Controls

None

Schedule 3.18

Permits

None

12/8/2010 12:00 PM

Schedule 3.20
Title to Condition of Personal Property

None

Schedule 4.03
Governmental Consents and Approvals

FCC Approval

12/6/2010 8:51 AM

Schedule 4.06
Qualification

None

12/8/2010 12:53 PM

Schedule 5.01
Conduct of Business

None

12/8/2010 12:57 PM

Schedule 5.09
Affiliate Agreements

None.

Schedule 7.01 (a)
Tax Representation and Indemnities

None

Schedule 7.09(b)

Provided post closing