


<b>UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE</b>		<b>PROOF OF CLAIM</b>
Name of Debtor: <b>Anderson News, LLC</b>		Case Number: <b>09-10695</b>
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): <b>Charles C. Anderson, Jr.</b>		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.
Name and address where notices should be sent:		<b>Court Claim Number:</b>
Charles C. Anderson, Jr. 6016 Brookvale Lane Knoxville, Tennessee 37919	Grant J. Stein, Esq. William S. Sugden, Esq. Alston & Bird LLP 1201 West Peachtree Street Atlanta, Georgia 30309 Telephone: 404-881-7000	(If known)
Name and address where payment should be sent (if different from above):		Filed on:
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <b>RECEIVED</b>  <b>JUN 09 2010</b>  <b>BMC GROUP</b> </div>		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.  <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
<b>1. Amount of Claim as of Date Case Filed: Unliquidated; this proof of claim is subject to amendment to provide a liquidated amount to which claimant may become entitled under the indemnification and related provisions of the Anderson News LLC Agreement.</b>  If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.  If all or part of your claim is entitled to priority, complete item 5.  <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		<b>5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a).</b> If any portion of your claim falls in one of the following categories, check the box and state the amount.  Specify the priority of the claim.
<b>2. Basis for Claim: Indemnification and related provisions in Anderson News LLC Agreement (See instruction #2 on reverse side.)</b>		<input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).
<b>3. Last four digits of any number by which creditor identifies debtor: N/A</b>		<input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4).
<b>3a. Debtor may have scheduled account as:</b> (See instruction #3a on reverse side.)		<input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).
<b>4. Secured Claim (See instruction #4 on reverse side.)</b> Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.  Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other Describe: <b>Right of setoff</b>  Value of Property: <b>See Attachment</b> Annual Interest Rate%  Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$      Basis for perfection:  Amount of Secured Claim: <b>See Attachment</b> Amount Unsecured: <b>See Attachment</b>		<input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7).  <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).  <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)( ).
<b>6. Credits:</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		<b>Amount entitled to priority: \$</b>
<b>7. Documents:</b> Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)  DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.  If the documents are not available, please explain:		*Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
Date: <b>June 1, 2010</b>	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  <i>Charles C. Anderson, Jr.</i>	<b>FOR COURT USE ONLY</b> Anderson News LLC  00181

## PROOF OF CLAIM ATTACHMENT

Charles C. Anderson Jr.  
6016 Brookvale Lane  
Knoxville, TN 37919

**DEBTOR:** Anderson News, LLC  
**PETITION DATE:** March 2, 2009

Charles C. Anderson Jr. ("Claimant" or "Mr. Anderson") files this proof of claim (the "Proof of Claim") in the bankruptcy case of Anderson News, LLC ("Anderson News"). Prior to March 2, 2009 (the "Petition Date"), Mr. Anderson served as an officer of Anderson News. Pursuant to the "Amended and Restated Limited Liability Company Agreement of Anderson News, LLC" (the "LLC Agreement") dated January 1, 2003, Anderson News' Members, Managers and Officers are entitled to an indemnity for and from any losses "arising out of or in any way related to the business of [Anderson News]." See Section 3.6(a) of the LLC Agreement (the "Indemnification Provision"). A true and correct copy of the LLC Agreement is attached hereto in Exhibit A.

Claimant files this Proof of Claim for any and all amounts he is or may be due pursuant to the Indemnification Provision, other provisions of the LLC Agreement, or other applicable law in his capacity as an Officer of Anderson News.

This Proof of Claim is also filed to establish and preserve any and all rights of setoff Claimant may have with respect to the matters asserted in this Proof of Claim. See 11 U.S.C. § 553.

This Proof of Claim is not, and is not intended to be, an admission of any liability by Claimant with respect to any matter arising from or related to the matters set forth in this Proof of Claim. Claimant reserves the right to contest any claims in their entirety.

Nothing herein or otherwise, including, but without limitation, any later appearance, pleading, claim, or action, is intended or shall be deemed to be a waiver, release, or modification by Claimant of his respective (a) right to have final orders in noncore matters entered after *de novo* review by a District Judge; (b) right to trial by jury in any proceeding so triable in this case or any case, controversy, or proceeding related to these cases; (c) right to request that the District Court withdraw the reference in any matter subject to mandatory or discretionary withdrawal; or (d) other rights, remedies, claims, actions, defenses, setoffs, or recoupments to which Claimant is or may be entitled, all of which are hereby expressly reserved. Claimant also specifically reserves all rights to supplement, amend, and/or modify this proof of claim with any information, including, without limitation, updated amounts and/or other claims of liability arising out of or resulting from the LLC Agreement and related documents.

# **EXHIBIT A**

**AMENDED AND RESTATED**  
**LIMITED LIABILITY COMPANY AGREEMENT**  
**OF**  
**ANDERSON NEWS, LLC**

This Amended and Restated Limited Liability Company Agreement of Anderson News, LLC, amends and restates in its entirety the Limited Liability Company Agreement of Anderson News, LLC, dated July 28, 2002, as amended to date.

This Agreement is entered into and shall be effective as of January 1, 2003, by and between BROOKVALE HOLDINGS, LLC, a Delaware limited liability company whose principal place of business and address for notice is 6016 Brookvale Lane, Knoxville, TN 37919 (the "Member") and ANDERSON NEWS, LLC, a Delaware limited liability company whose principal place of business and address for notice is 6016 Brookvale Lane, Knoxville, TN 37919 (the "Company") on the following terms and conditions:

**Section 1**  
**THE COMPANY**

1.1 Formation. The Company was formed in 1998 as a Delaware limited liability company, pursuant to the provisions of the Delaware Limited Liability Company Act (the "Act"). At the time of its formation, Anderson News Corporation and Aramark Magazine & Book Services, Inc. were its sole members. Subsequently, Anderson/GEMCO News Company, LLC was admitted as a member. Effective with the date hereof, Anderson Media Corporation, successor by change of name to Anderson News Corporation, Aramark Organizational Services, Inc., successor to Aramark Magazine & Book Services, Inc., and Anderson/GEMCO News Company, LLC, have caused the Member to be formed and transferred to the Member their respective interests in the Company, making the Company a single-member limited liability company and wholly-owned subsidiary of the Member.

1.2 Name. The name of the Company shall be ANDERSON NEWS, LLC, and all business of the Company shall be conducted in such name or, in the discretion of the Member, under any other name.

1.3 Purpose. The purpose of the Company is to engage in the business of providing warehouse, distribution and merchandising services, particularly in connection with magazines and other periodicals and books.

1.4 Principal Place Of Business. The principal place of business of the Company shall be at 6016 Brookvale Lane, Knoxville, TN 37919. The Member may change the principal place of business of the Company to any other place within or without the State of Tennessee.

1.5 Term. The term of the Company shall commence on the date of the filing of the Certificate in compliance with the Act and shall end as herein provided.

1.6 Filings: Agent For Service Of Process.

(a) The Member shall cause the Certificate to be filed in accordance with the provisions of the Act. The Managers shall take any and all other actions reasonably necessary to perfect and maintain the status of the Company as a limited liability company under the laws of Delaware. The Managers shall cause amendments to the Certificate to be filed whenever required by the Act.

(b) The Managers shall execute and cause to be filed original or amended Certificate and shall take any and all other actions as may be reasonably necessary to perfect and maintain the status of the Company as a limited liability company or similar type of entity under the laws of any other states or jurisdictions in which the Company engages in business.

(c) The registered agent for service of process on the Company and the registered office of the Company shall be as set forth in the Certificate or any successor as appointed by the Member in accordance with the Act.

(d) Upon the dissolution of the Company, the Member shall promptly execute and cause to be filed articles of dissolution in accordance with the Act and the laws of any other states or jurisdictions in which the Company has registered to do business.

1.7 Title to Property. All real and personal property owned by the Company shall be owned by the Company as an entity, and no Member shall have any ownership interest in such property in its individual name or right, for all purposes. Except as otherwise provided in this Agreement, the Company shall hold all of its real and personal property in the name of the Company and not in the name of any Member, subject to the requirements of law of any state in which the Company does business.

## Section 2 MEMBER'S CAPITAL CONTRIBUTIONS

2.1 Capital Account. The Member shall have a capital account balance equal to the capital account balance of the former members as of the date hereof.

2.2 Additional Capital Contributions. The Member may contribute from time to time such additional money or other Property as the Member determines, provided that, any Additional Capital Contribution of Property (other than money) made pursuant to this Section 2.2 shall be subject to the terms and provisions of a Contribution Agreement.

2.3 Other Matters.

(a) The Member shall not receive any interest, salary, or drawing with respect to its Capital Contributions or its Capital Account or for services rendered on behalf of the Company

or otherwise in its capacity as a Member, except as otherwise provided in this Agreement or as otherwise determined by the Member.

(b) Provided that the Member acts in accordance with the terms of this Agreement, the Member shall not be liable for the debts, liabilities, contracts, or any other obligations of the Company. Except as otherwise provided by any other agreement with the Member or mandatory provisions of applicable state law, the Member shall be liable only to make its Capital Contributions and shall not be required to lend any funds to the Company or, after its Capital Contribution\ has been made, to make any additional Capital Contributions to the Company.

### **Section 3 MANAGEMENT**

3.1 Management By Managers. The Company shall be managed by Managers, as provided in the Act, who shall serve in the nature of a Board of Directors, and shall have the authority and powers of directors under the Delaware General Corporation Law. Until such time as the Member determines otherwise, the Managers of the Company shall be the same as the Managers of the Member, and shall be appointed and may be removed in the same manner as the Managers of the Member.

3.2 Duties and Obligations of the Managers. The Managers shall cause the Company to conduct its business and operations separate and apart from that of the Member, the Managers or any of their respective affiliates, including, without limitation, (i) segregating Company assets and not allowing funds or other assets of the Company to be commingled with the funds or other assets of, held by, or registered in the name of, the Managers, the Member, or any of their respective affiliates, (ii) maintaining books and financial records of the Company separate from the books and financial records of the Managers, the Member and their respective affiliates, and observing all Company procedures and formalities, including, without limitation, maintaining minutes of Company meetings and acting on behalf of the Company only pursuant to due authorization of the Member, (iii) causing the Company to pay its liabilities from assets of the Company to the extent thereof, and (iv) causing the Company to conduct its dealings with third parties in its own name and as a separate and independent entity. The Managers shall have the authority to appoint officers of the Company to carry out such responsibilities as the Managers may authorize and direct, including, at the Managers' discretion, a Chief Executive Officer, President, one or more Vice Presidents (one or more of whom may be an Executive Vice President), Secretary, Treasurer, and from time to time one or more Assistant Secretaries and/or Assistant Treasurers. PROVIDED HOWEVER, the Managers may not undertake any action which would be prohibited for the Managers under the Limited Liability Company Agreement of the Member, including specifically any action for which the affirmative vote of the Manager appointed by Aramark Organizational Services, Inc. is required, without such affirmative vote, it being the intention of the Member and the Company that the management of the Company shall be subject to all of the same restrictions and limitations as the management of the Member under its Limited Liability Company Agreement.

### 3.3 The Officers.

(a) If appointed, the Chief Executive Officer of the Company shall have the primary executive responsibility for the Corporation, subject to the oversight and control of the Managers.

(b) If appointed, the President of the Company shall have the primary responsibility for the day-to-day operations of the Company, subject to the oversight and control of the Manager and the Chief Executive Officer.

(c) The Vice Presidents of the Company shall have such responsibilities as may from time to time be assigned by the Managers, and, if appointed, the Chief Executive Officer and the President.

(d) The Treasurer of the Company shall have the responsibility of managing the treasury functions and accounting processes of the Company.

(e) The Secretary of the Company shall have such duties as are normally attendant to the office of Secretary of a business corporation, including the maintenance of records of meetings of the Members and the Manager, the giving of notices in accordance with the Delaware Act and this Agreement, and such other duties as may be assigned to the Secretary from time to time by the Manager.

3.4. Compensation. The compensation of the officers and employees shall be paid directly by the Company. The compensation of the officers of the Company shall be fixed from time to time by the Managers, and the compensation of all other employees of the Company shall be fixed from time to time by the Chief Executive Officer.

3.5 Authority of the Officers. Subject to the limitations and restrictions set forth in this Agreement (including, without limitation, those set forth in this Section 3) and those set forth in the Limited Liability Company Agreement of the Member, which shall for purposes of determining the rights and obligations of the Managers be deemed incorporated herein, and upon the authorization and direction of the Members, the officers shall conduct the business and affairs of the Company and in so doing may exercise the following specific rights and powers:

(a) Acquire by purchase, lease, or otherwise any real or personal property which may be necessary, convenient, or incidental to the accomplishment of the purposes of the Company;

(b) Operate, maintain, finance, improve, construct, own, grant options with respect to, sell, convey, assign, mortgage, and lease any real estate and any personal property necessary, convenient, or incidental to the accomplishment of the purposes of the Company;

(c) Execute any and all agreements, contracts, documents, certifications, and instruments necessary or convenient in connection with the management, maintenance, and operation of Property, or in connection with managing the affairs of the Company, including executing amendments to this Agreement and the Articles in accordance with the terms of this Agreement;

(d) Borrow money and issue evidences of indebtedness necessary, convenient, or incidental to the accomplishment of the purposes of the Company, guarantee indebtedness of the Member and in each case secure the same by mortgage, pledge, or other lien on any Property;

(e) Execute, in furtherance of any or all of the purposes of the Company, any deed, lease, mortgage, deed of trust, mortgage note, promissory note, bill of sale, contract, or other instrument purporting to convey or encumber any or all of the Property;

(f) Prepay in whole or in part, refinance, recast, increase, modify, or extend any liabilities affecting the Property and in connection therewith execute any extensions or renewals of encumbrances on any or all of the Property;

(g) Care for and distribute funds to the Member by way of cash, income, return of capital, or otherwise, all in accordance with the provisions of this Agreement, and perform all matters in furtherance of the objectives of the Company or this Agreement;

(h) Contract on behalf of the Company for the employment and services of employees and/or independent contractors, such as lawyers and accountants, and delegate to such Persons the duty to manage or supervise any of the assets or operations of the Company;

(i) Engage in any kind of activity and perform and carry out contracts of any kind (including contracts of insurance covering risks to Property and liability risks) necessary or incidental to, or in connection with, the accomplishment of the purposes of the Company, as may be lawfully carried on or performed by a limited liability company under the laws of each state in which the Company is then formed or qualified;

(j) Make any and all elections for federal, state, and local tax purposes including, without limitation, any election, if permitted by applicable law;

(k) Take, or refrain from taking, all actions, not expressly proscribed or limited by this Agreement, as may be necessary or appropriate to accomplish the purposes of the Company; and

(l) Institute, prosecute, defend, settle, compromise, and dismiss lawsuits or other judicial or administrative proceedings brought on or in behalf of, or against, the Company or the Member in connection with activities arising out of, connected with, or incidental to this Agreement, and to engage counsel or others in connection therewith. PROVIDED HOWEVER, the officers may not undertake any action which would be prohibited for the managers or officers under the Limited Liability Company Agreement of the Member, including specifically any action for which the affirmative vote of the Manager appointed by Aramark Organizational Services, Inc. is required, without such affirmative vote, it being the intention of the Member and the Company that the management of the Company shall be subject to all of the same restrictions and limitations as the management of the Member under its Limited Liability Company Agreement.



### 3.6 Indemnification of Officers, Managers and Member.

(a) The Company, its receiver, or its trustee (in the case of its receiver or trustee, to the extent of Company Property) shall indemnify and hold harmless, to the maximum extent permitted by law, the Officers, Managers and the Member from and against any and all liabilities, sums paid in settlement of claims, obligations, charges, actions (formal or informal), claims (including, without limitation, claims for personal injury under any theory or for real or personal property damage), liens, taxes, administrative proceedings, losses, damages (including, without limitation, punitive damages), penalties, fines, court costs and costs of appeal arising out of or in any way related to the business of the Company.

(b) The Company shall indemnify, save harmless, and pay all expenses, costs, or liabilities of any Officer, Manager or Member who for the benefit of the Company makes any deposit, acquires any option, or makes any other similar payment or assumes any obligation in connection with any property proposed to be acquired by the Company and who suffers any financial loss as the result of such action.

(c) Notwithstanding anything to the contrary in any of Sections 3.6(a) and 3.6(b) above, in the event that any provision in any of such Sections is determined to be invalid in whole or in part, such Section shall be enforced to the maximum extent permitted by law.

### 3.7 Compensation; Expenses and Loans.

(a) Compensation and Reimbursement. Except as otherwise provided in this Section 3.7 or as otherwise approved by the Member, no Manager shall receive any salary, fee, or draw for services rendered to or on behalf of the Company in his capacity as a Manager, but such Manager shall be reimbursed for any expenses incurred by such Manager or Member on behalf of the Company. Nothing in this Section 3.8(a) shall prevent a Manager who is also an employee of the Company from receiving such compensation as the Managers may approve on account of the performance of his duties as such employee.

(b) Expenses. A Manager or Member may charge the Company, and shall be reimbursed, for any reasonable direct expenses incurred in connection with the Company's business.

(c) Loans. Any Person may, with the consent of the Managers, lend or advance money to the Company. If any Manager or the Member shall make any loan or loans to the Company or advance money on its behalf, the amount of any such loan or advance shall not be treated as a Capital Contribution but shall be a debt due from the Company. The amount of any such loan or advance by a lending Manager or the Member shall be repayable out of the Company's cash and shall bear interest at such rate as the Company and the lender may agree, not in excess of the maximum rate permitted by law. No Manager or Member shall be obligated to make any loan or advance to the Company.

**Section 4**  
**ACCOUNTING, BOOKS AND RECORDS**

4.1 Accounting, Books and Records. The Company shall maintain at its principal place of business separate books of account for the Company which shall show a true and accurate record of all costs and expenses incurred, all charges made, all credits made and received, and all income derived in connection with the conduct of the Company and the operation of its business in accordance with generally accepted accounting principles consistently applied and, to the extent inconsistent therewith, in accordance with this Agreement. The Member or his designated representative shall have the right, at any reasonable time, to have access to and inspect and copy the contents of such books or records.

**Section 5**  
**ALLOCATIONS**

- 5.1 Profits. Profits for any Fiscal Year shall be allocated to the Member.
- 5.2 Losses. Losses for any Fiscal Year shall be allocated to the Member.

**Section 6**  
**AMENDMENTS; MEETINGS**

6.1 Amendments. This Agreement may be amended by the Member, by execution of a written amendment hereto.

**Section 7**  
**DISSOLUTION AND WINDING UP**

7.1 Liquidating Events. The term of this Agreement shall expire, and the Company shall dissolve and commence winding up and liquidating upon the first to occur of any of the following ("Liquidating Events"):

- (a) The sale of all or substantially all of the property owned by the Company;
- (b) The vote of the Member to dissolve, wind up, and liquidate the Company; or
- (c) The happening of any other event that makes it unlawful, impossible or impractical to carry on the business of the Company.

7.2 Winding Up. Upon the occurrence of a Liquidating Event, the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and the Member, and the Member shall not take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Company's business and affairs. To the extent not inconsistent with the foregoing, all covenants and obligations in this Agreement shall continue in full force and effect until such time as the Company property has been distributed pursuant to this Section 7.2 and the Articles have been



8.4 Time. Time is of the essence with respect to this Agreement.

8.5 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provisions hereof.

8.6 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.7 Incorporation by Reference. Every exhibit, schedule, and other appendix attached to this Agreement and referred to herein is not incorporated in this Agreement by reference unless this Agreement expressly otherwise provides.

8.8 Further Action. The Member agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

8.9 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine, or neuter, singular or plural, as the identity of the Person or Persons may require.

8.10 Governing Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Member, Managers and the Company.

IN WITNESS WHEREOF, the parties have entered in to this Limited Liability Company Agreement as of the day first above set forth.

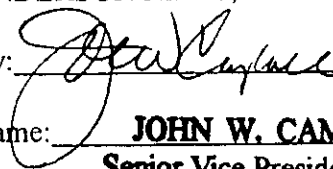
BROOKVALE HOLDINGS, LLC

By:  \_\_\_\_\_

Name: Jay Maier  
Chief Financial Officer

Title: \_\_\_\_\_

ANDERSON NEWS, LLC

By:  \_\_\_\_\_

Name: JOHN W. CAMPBELL  
Senior Vice President Finance

Title: \_\_\_\_\_

# ALSTON & BIRD LLP

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Tedra N. Ellison

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E-mail: tedra.ellison@alston.com

June 8, 2010

**VIA: UPS OVERNIGHT DELIVERY**

BMC Group, Inc.  
Attn: Anderson News, LLC Claims Processing  
18750 Lake Drive East  
Chanhassen, MN 55317

Re: *In re: Anderson News, LLC*  
Case No. 09-10695

Dear Sir or Madam:

Enclosed please find an original and one (1) copy of the proof of claim, to be filed on behalf of Charles C. Anderson, Jr. in the above-referenced Chapter 11 bankruptcy case.

I would appreciate you filing the original proof of claim and returning the "filed" stamped duplicate in the enclosed self-addressed envelope.

Your attention to this matter is greatly appreciated. Should you have any questions, please feel free to contact me at (404) 881-4514.

Sincerely,



Tedra N. Ellison  
Paralegal

TNE:tne  
Enclosures