

PROOF OF CLAIM ATTACHMENT

Twin Rivers Technology Group, LLC
6016 Brookvale Lane
Knoxville, TN 37919

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

Twin Rivers Technology Group, LLC ("Twin Rivers") files this proof of claim ("Proof of Claim") for amounts owed for services it provided to Anderson News, LLC ("Anderson News") prior to March 2, 2009 (the "Petition Date") pursuant to an Agreement dated March 6, 2006 (the "Agreement"). A true and correct copy of the Agreement is attached to this Proof of Claim as Exhibit 1. Under the Agreement, Twin Rivers provided various technology related services to Anderson News including computer processing, software and personnel services. *See* Agreement § 1.

As of the Petition Date, Anderson News owed Twin Rivers \$15,270.74 for services provided by Twin Rivers under the Agreement. Attached hereto as Exhibit 2 are invoices and other documents detailing the services provided and unpaid amounts. Twin Rivers also files this Proof of Claim for any amounts that it may be due under the indemnification provisions in the Agreement. *See* Agreement § 10.

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 Twin Rivers of its 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 Twin Rivers is or may be entitled, all of which are hereby expressly reserved. Twin Rivers 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 Agreement and related documents.



June 4, 2007

Sadie Kelley, Senior Vice President
Twin Rivers Technology Group, LLC
6016 Brookvale Lane, Suite 151
Knoxville, TN 37919

Re: Agreement ("Agreement") dated March 6, 2006 between Anderson News, LLC and
Twin Rivers Technology Group, LLC

Dear Sadie:

Customer notices were omitted from Section 13.(a) of the Agreement. For your records,
notices and other communications pursuant to this section should be sent to:


If to Customer:
Anderson News, LLC
6016 Brookvale Lane, Suite 151
Knoxville, TN 37919
Attention: John Campbell
Telephone (865) 584-9765
Facsimile (865) 583-0209

With a copy to:
Timothy K Corley, Esq.
P.O. Box 1168
Florence, AL 35631
Telephone (256) 760-0048
Facsimile (256) 760-0083

Please update your records accordingly.

Sincerely,

ANDERSON NEWS, LLC



John W. Campbell
Senior Vice-President Finance/Controller

AGREEMENT

This Agreement (the "*Agreement*") is made and entered into as of MARCH 6, 2006 (the "*Effective Date*") by and between ANDERSON NEWS, LLC, a Delaware LLC ("*Customer*") and TWIN RIVERS TECHNOLOGY GROUP, LLC, a Delaware limited liability company ("Twin Rivers"). Customer and Twin Rivers are hereinafter referred to collectively as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, Customer operates and maintains significant computer resources and personnel in support of its magazine, book and periodical wholesale marketing and distribution enterprise;

WHEREAS, Twin Rivers has expertise and experience in operating and maintaining computer resources and personnel for use by magazine and book wholesalers and distributors; and

WHEREAS, Customer desires to engage Twin Rivers to provide certain computer resources and personnel required to operate Customer's enterprise, and Twin Rivers desires to accept such engagement, as set forth in and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the aforesaid Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Definitions.** All capitalized terms used herein and not otherwise defined herein shall have the following meanings:

"Affiliate" shall mean, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with, such Person. For purposes of this Agreement, "control" (including, with correlative meanings, the terms "controlling," "controlled by" or "under common control with") as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or by contract or otherwise; *provided, however*, that Twin Rivers shall not be deemed to be an "Affiliate" of Customer or its Affiliates for purposes of this Agreement.

"Base Services" shall mean the computer processing, software and personnel services performed by the Business as of the Effective Date, including without limitation, the services and software applications described in Exhibit A, as each is updated from time to time pursuant to this Agreement, and all other services as may be included in this Agreement as a result of the procedures set forth herein.

“Business” shall mean the magazine, book and periodical wholesale, marketing and distribution business as operated by Customer as of the Effective Date.

“Confidential Information” shall mean non-public information concerning the business, technology or operations of a Person, including information and data relating to such Person’s: customers, clients, suppliers, licensors, distributors, investors, lenders, consultants, independent contractors, employees, personnel structure, internal organization, price lists and pricing policies, financial statements and information, budgets and projections, business and technical forecasts, business plans, production and operating costs, product plans, market research, marketing concepts and plans, sales and distribution strategies, manufacturing techniques and processes, business processes and methods, technical information, pending projects and proposals, new business plans and initiatives, acquisition, merger and divestiture plans, research and development projects, inventions, discoveries, ideas, technologies, trade secrets, know-how, formulae, designs, patterns, improvements, industrial designs, mask works, computer software and programming, source codes, database schema, and algorithms, and all notes, analyses, compilations, studies, summaries, reports, manuals, documents photographs, digital images, computer files, electronic storage devices, samples, prototypes, devices, plans, drawings, specifications and other materials containing or based in whole or in part on any of the foregoing, whether in verbal, written, graphic, electronic or any other form, and whether or not conceived, developed or prepared in whole or in part by of for such Person.

“Customer Confidential Information” shall mean any Confidential Information of the Customer. Customer Confidential Information shall specifically include, without limitation, the following: data contained in any category management system used by or on behalf of the Customer; data contained in any order regulation system used by or on behalf of the Customer; discounts and other pricing information relating to any customer of the Customer; accounts receivable information and accounts payable information relating to the Customer; algorithms and business and technical processes used by the Customer; off list data relating to the Customer; bulk files of the Customer; historical order data relating to customers of the Customer; the database schema, logical structure and physical structure of any database containing any of the foregoing or any other Customer Confidential Information; processes and computer programming created by the Customer relating to Extraction, Translation and Load (“ETL”) activities undertaken in order to transfer data contained in computer systems of Customer to computer systems operated or owned by Twin Rivers.

“Intellectual Property” shall mean United States and foreign copyrights, whether registered or unregistered, and pending applications to register the same; United States and foreign patents, patent applications (including continuations, continuations-in-part, divisions, reissues, and re-examinations), patent disclosures and any idea, design, concept, technique, process, machine, article of manufacture, discovery or improvement thereof, whether or not patentable, and whether or not reduced to practice; United States, state and foreign trademarks, service marks, logos, trade dress and trade names, whether registered or unregistered, and pending applications to register the foregoing; trade secrets recognized under applicable law; and domain names and corresponding domain name registrations.

“Maintenance Services” shall mean the provision or coordination of any and all maintenance and support services for the Services, including equipment repairs, equipment upgrades, software upgrades, software updates and software support services.

“Person” shall mean any individual, corporation, association, partnership (general or limited), joint venture, trust, estate, limited liability company, or other legal entity or organization.

“Retail Sales Volume” shall mean, with respect to any Person, the monthly sales volume of magazines, books and periodicals distributed by such Person, recorded at retail cover price net of returns received during such month, subject to adjustment as provided herein.

“Services” shall mean all services performed by Twin Rivers for the Customer, including without limitation, the Base Services, Application Development Services pursuant to in Section 2(c) below and Maintenance Services.

“Twin Rivers Confidential Information” shall mean any Confidential Information of Twin Rivers, or any other customer of Twin Rivers, that Customer or its representatives or Affiliates may obtain. Twin Rivers Confidential Information shall specifically include, without limitation, the source code of computer software utilized by Twin Rivers, unless such source code is released to Customer pursuant to a source code escrow agreement entered into between the Parties.

2. Services.

(a) Base Services. Twin Rivers agrees to provide and to perform the Base Services to Customer in accordance with the terms and conditions of this Agreement.

(b) Application Development Services. Customer may from time-to-time request Twin Rivers to create new software or develop new functionalities to existing software used to support Customer. Twin Rivers agrees to consider all such requests promptly and in good faith. Provided Customer and Twin Rivers can agree upon the Application Development project and the schedule and pricing terms associated therewith, Twin Rivers shall undertake such Application Development Services.

(c) Maintenance Services. Twin Rivers shall provide or contract with its third party vendors to provide Maintenance Services for all software, hardware and facilities necessary in providing the Services to Customer.

(d) Change Procedures. Customer shall have the right to (i) discontinue receiving a portion or portions of the Services by submitting notice of such discontinuation to Twin Rivers in writing (each, a ***“Discontinuation Notice”***) and (ii) request additions or other changes (each, a ***“Requested Change”***) to the Services by submitting a request to Twin Rivers in writing (each, a ***“Change Request”***). Upon

receipt of a Discontinuation Notice, Twin Rivers will cooperate in good faith with Customer to transition responsibility for the Services to be discontinued in an orderly manner to Customer or its designated Person and, after such transition, the Base Fees will be reduced by an amount equal to the Fees corresponding to the discontinued Services as determined by Twin Rivers. Within thirty (30) days of receipt of such Change Request, Twin Rivers shall provide Customer with the cost, if any, required to implement the Requested Change or inform Customer of commercially reasonable alternatives, and Customer and Twin Rivers will then decide whether to implement the Requested Change.

3. Fees and Expenses. Twin Rivers shall charge Customer Base Fees, Application Development Fees, Conversion Fees and Pass-Through Fees (collectively, "*Fees*"), all in U.S. dollars, as set forth below. All such fees shall be as agreed between the Parties. The initial Fees are set forth on Exhibit A.

(a) Invoices and Payment. Fees will be paid by Customer on a monthly basis in advance on the first day of each month, and any unpaid amounts shall earn interest on the amount in arrears at a rate per annum equal to the prime rate plus 2% until the date of payment.

(b) Disputed Fees. Customer may not withhold payment of Fees pending resolution of disputes. In the event of a good faith dispute with respect to a Twin Rivers invoice, Customer shall pay the undisputed portion of such disputed invoice on a timely basis and shall notify Twin Rivers of Customer's basis for withholding payment of the disputed amount. Customer and Twin Rivers shall meet monthly to resolve, in good faith, any outstanding disputed items, and resolved items shall be paid within three (3) days. If the dispute is not resolved within ten (10) days following such meeting, either Party may invoke the dispute procedures set forth in Section 18(j).

4. Performance Standards and Service Obligations.

(a) Service Level Requirements. In performing the Services Twin Rivers shall provide all services to Customer in the same manner as such services are provided to Anderson News or other Twin Rivers affiliates.

(b) Importance of Each Parties Experience. Each of Customer and Twin Rivers stipulates, acknowledges and agrees that the identity, reputation in the industry and operating experience of the existing management of the other Party is an essential inducement to such Party in its willingness to enter into this Agreement and the other transaction documents entered into between the Parties and their Affiliates and that this Agreement is dependent upon personal services to be provided by the Parties or their Affiliates or representatives. Each of the Parties therefore expressly stipulates, acknowledges and agrees that this Agreement falls within the scope of sections 365(e)(2) and 365(c)(1) of Title 11 of the United States Code.

5. Reporting.

(a) Database Transaction Logs. Twin Rivers shall maintain an accurate log of each Person accessing any database containing Customer Confidential Information. Upon request, Twin Rivers shall provide a copy of all such logs for the preceding fifteen days to Customer, along with any additional information relating thereto that is requested by Customer. Twin Rivers shall cooperate with Customer promptly and in good faith to investigate any concerns or issues raised by Customer upon review of such logs.

(b) Security Incidents. Twin Rivers shall maintain and at all times make available for review a log of all security incidents involving the unauthorized access or possible unauthorized access of Confidential Information of Customer or any other customer. Twin Rivers shall immediately report to Customer any such incidents of unauthorized access or possible unauthorized access to Customer's Confidential Information.

6. Security.

(a) Restricted Access to Customer Confidential Information. Twin Rivers shall provide security measures necessary to ensure that access to Customers Confidential Information is available only to the respective Customer and to those of Twin Rivers' employees and authorized subcontractors who need to know such information in order for Twin Rivers to perform its obligations under this Agreement. Twin Rivers shall operate with due care and shall implement procedures and systems to secure and protect such information from unauthorized third party disclosure or access and to otherwise secure such information.

(b) Back-up of Computer Files. Twin Rivers shall take all necessary precautions to prevent the loss or alteration of Customer's computerized files and records accessed or retained by Twin Rivers. Twin Rivers shall promptly inform Customer of any lost or altered data or information, and Twin Rivers shall bear the cost of reproduction of such files or records.

(c) Security Audits. Customer reserves the right to perform data security and system integrity audits ("*Security Audits*") on any of the systems and applications used by Twin Rivers to provide the Services hereunder, including those systems of Twin Rivers' subcontractors who are engaged in performing the Services. The Security Audits shall include, but not be limited to, physical inspection, external scan, internal scan, code review, process reviews and reviews of system configurations. Such Security Audits may be conducted in Customer's discretion, by Customer or its designee, at Customer's cost and expense, at times reasonably agreed to by the Parties, and with no less than five (5) days prior written notice. Should any Security Audit result in the discovery of material data security or system integrity risks to Customer Confidential Information, Customer shall immediately notify Twin Rivers in writing specifying with particularity such risks and Twin Rivers shall respond to Customer in writing within three (3) business days with Twin Rivers' dispute of any such risk (such response to include all necessary

documentation to support Twin Rivers' dispute of the risk) or Twin Rivers' plan to immediately correct, repair or modify its network or application to effectively eliminate the risk, at no cost to Customer. If a data security or system integrity risk is discovered by Customer and if Twin Rivers fails to alleviate such risk to Customer's reasonable satisfaction, such failure shall be deemed a material breach of this Agreement.

(d) Physical Security. Twin Rivers shall implement any physical security measures necessary to ensure that no customer or third party can gain physical access to the computer systems used by Twin Rivers in provision of the Services or Customer Confidential Information without Twin Rivers' authorization. Twin Rivers shall maintain a log of all customers and third parties to which such access has been granted.

7. Disaster Recovery.

(a) Disaster Recovery Plan. Throughout the term of this Agreement Twin Rivers shall maintain a disaster recovery plan ("*Disaster Recovery Plan*"). Twin Rivers will provide Customer a copy of the Disaster Recovery Plan upon request.

(b) Annual Test. Twin Rivers shall test its Disaster Recovery Plan, including the conduct of a "hot site" drill at each disaster recovery site no less than four (4) times annually. Upon request, Twin Rivers shall provide Customer with an evaluation of the results of each disaster recovery plan test and each hot site drill within thirty (30) days after such test or drill.

8. Intellectual Property Rights and Ownership.

(a) Customer Confidential Information. Customer shall own all rights, title and interests in and to Customer Confidential Information. Subject to the terms of this Agreement, Customer hereby grants to Twin Rivers and its authorized subcontractors, during the term of this Agreement and the Post-Termination Support Period, as applicable, a worldwide, royalty-free, non-exclusive, limited right and license to use, copy, distribute, perform, display, transmit, and create derivative works from Customer Confidential Information solely to the extent necessary to perform its obligations under this Agreement. Except for the foregoing limited license, nothing in this Agreement shall be construed as conveying to Twin Rivers any right, title, license or interest in any Customer Confidential Information.

(b) Twin Rivers Confidential Information. Twin Rivers shall own all rights, title and interests in and to the Twin Rivers Confidential Information. Subject to the terms of this Agreement, Twin Rivers hereby grants to Customer, during the term of this Agreement and the Post-Termination Support Period, as applicable, a worldwide, royalty-free, non-exclusive, limited right and license to use, copy, distribute, perform, display, transmit, and create derivative works from Twin Rivers Confidential Information solely to the extent necessary to perform its obligations under this Agreement and to enjoy the benefits contemplated hereunder. Except for the foregoing limited license, nothing in this Agreement shall be construed as conveying to Customer any right, title, license or

interest in any Twin Rivers Confidential Information. In no event shall Customer have any right to continue to use Twin Rivers Confidential Information, or any information derived therefrom after the Post-Termination Support Period.

(c) Developed Applications. Notwithstanding anything herein to the contrary, Twin Rivers shall own all rights, title and interests in and to any software programming, data, and other works of authorship and inventions resulting from any Application Development Services performed for the Customer unless otherwise specifically agreed.

9. Confidentiality.

(a) Twin Rivers Confidentiality Obligations. Twin Rivers shall use, and shall cause all of its employees and subcontractors to use, their respective best efforts to maintain the confidentiality of the Customer Confidential Information at all times, and will not, directly or indirectly, use any of the Customer Confidential Information for its own benefit or for the benefit of any other Person or reveal or disclose the Customer Confidential Information to any Person, except in accordance with the terms and conditions of the Transaction Documents or with the prior written consent of Customer. Twin Rivers covenants that it will not attempt to discover, ascertain or otherwise gain knowledge of, whether by reverse engineering or otherwise, any Customer Confidential Information. The obligations and covenants in this Section 9(a) will not apply to Customer Confidential Information that Twin Rivers can establish: (i) was in its rightful possession prior to being disclosed to it by Customer; (ii) was available to the public, through no breach of this Agreement or wrongful act of Twin Rivers, prior to being disclosed to it by Customer; (iii) becomes available to the public, through no breach of this Agreement or wrongful act by Twin Rivers, after being disclosed to it by Customer; (iv) was, subsequent to being disclosed to it by Customer, obtained by Twin Rivers without confidentiality obligation from a third party that had a right to disclose such information; or (v) was exempted from the obligations of this Section 9(a) in a writing signed by Customer. Notwithstanding the foregoing, it shall not be a breach of this Agreement for Twin Rivers to disclose Customer Confidential Information pursuant to any judicial or governmental requirement or order, provided that Twin Rivers provides Customer with prompt notice of such pending disclosure, if legally permissible, cooperate with efforts by Customer in seeking a protective order or confidential treatment, and discloses only so much of the Customer Confidential Information as is required by such judicial or governmental requirement or order.

(b) Customer Confidentiality Obligations. Customer will use its best efforts to maintain the confidentiality of the Twin Rivers Confidential Information at all times, and will not, directly or indirectly, use any of the Twin Rivers Confidential Information for its own benefit or for the benefit of any other Person or reveal or disclose the Twin Rivers Confidential Information to any Person, except in accordance with the terms and conditions of the Transaction Documents or with the prior written consent of Twin Rivers. Customer covenants that it will not attempt to discover, ascertain or otherwise gain knowledge of, whether by reverse engineering or otherwise, any Twin Rivers Confidential Information. The obligations and covenants in this Section 9(b) will not

apply to Twin Rivers Confidential Information that Customer can establish: (i) was in its rightful possession prior to being disclosed to it by Twin Rivers; (ii) was available to the public, through no breach of this Agreement or wrongful act of Customer, prior to being disclosed to it by Twin Rivers; (iii) becomes available to the public, through no breach of this Agreement or wrongful act by Customer, after being disclosed to it by Twin Rivers; (iv) was, subsequent to being disclosed to it by Twin Rivers, obtained by Customer without confidentiality obligation from a third party that had a right to disclose such information; or (v) was exempted from the obligations of this Section 9(b) in a writing signed Twin Rivers. Notwithstanding the foregoing, it shall not be a breach of this Agreement for Customer to disclose Twin Rivers Confidential Information pursuant to any judicial or governmental requirement or order, provided that Customer provides Twin Rivers with prompt notice of such pending disclosure, if legally permissible, cooperate with efforts by Twin Rivers in seeking a protective order or confidential treatment, and discloses only so much of the Twin Rivers Confidential Information as is required by such judicial or governmental requirement or order.

(c) Survival; Effect of Termination. The obligations set forth in this Section 9 shall survive the termination or expiration of this Agreement, regardless of the date, cause or manner of such termination. Upon termination of this Agreement for any reason and the completion of the Post-Termination Services (defined below), as applicable, Twin Rivers shall promptly (but in any event within thirty (30) days after the completion of the Post-Termination Services) return to Customer or transfer to Customer's designee all Customer Confidential Information and Customer data in a mutually agreeable format. Upon termination of this Agreement for any reason and the completion of the Post-Termination Services (defined below), as applicable, Customer shall promptly (but in any event within thirty (30) days after the completion of the Post-Termination Services) return to Twin Rivers or transfer to Twin Rivers' designee all Twin Rivers Confidential Information and Twin Rivers data in a mutually agreeable format.

(d) Injunctive Relief. Notwithstanding the dispute procedures set forth below, in the event that a Party violates or threatens to violate any provision of this Section 9, the other Party shall be entitled to seek judicial injunction against such violation or threatened violation and any further violation or breach as well as to an equitable accounting of earnings, profits and other benefits arising from such violation, which rights shall be cumulative and in addition to any other remedies to which the other party may be entitled at law or in equity. The other Party shall also be entitled to recover from the breaching Party reasonable attorneys' fees incurred by the other party in enforcing the provisions of this Section 9.

10. Representations, Warranties and Covenants.

(a) Customer. In addition to any other representations, warranties and covenants expressly provided by Customer in this Agreement, Customer represents, warrants and covenants that:

- (i) No Infringement Claims. Customer has not received written notification of any claim alleging that any portion of the Customer Confidential Information infringes, misappropriates or otherwise violates any Intellectual Property right or other right of any third party.
 - (ii) Compliance with Laws. Customer shall comply with all applicable laws, rules and regulations in the performance of its obligations under this Agreement.
- (b) Twin Rivers. In addition to any other representations, warranties and covenants expressly provided by Twin Rivers in this Agreement, Twin Rivers represents, warrants and covenants that:
- (iii) No Infringement Claims. Twin Rivers has not received, nor is Twin Rivers aware that any Affiliate of Twin Rivers has received, written notification of any claim alleging that any portion of the Twin Rivers Confidential Information or any software or hardware systems operated by Twin Rivers infringe, misappropriate or otherwise violate any Intellectual Property right or other right of any third party.
 - (ii) License Authority. Prior to performing Services for the Customer, Twin Rivers shall ensure that it either owns all rights, title, and interests in and to the hardware and software systems used by it in providing Services to Customer or it shall have obtained sufficient rights to do so from third party owners of rights in any such any hardware or software systems.
 - (iii) License Compliance. Twin Rivers shall perform its obligations under this Agreement in accordance with the terms and conditions of all agreements pursuant to which Twin Rivers uses software or hardware (including networking hardware and other data transmission hardware) in the performance of the Services.
 - (iv) No Data Mining or Reverse Engineering. Twin Rivers shall not: (A) harvest, mine, process, analyze, reproduce, sell or market any Customer Confidential Information except as is necessary for the performance of this Agreement or as requested by Customer; (B) monitor or disclose the harvesting, data mining, analysis or other data processing activities undertaken by Customer using Twin Rivers hardware or software; or (C) attempt to ascertain any Customer Confidential Information other than as necessary for the performance of this Agreement, regardless of whether such attempts do not themselves involve the use of Customer Confidential Information.
 - (v) Nondiscrimination. With the exception of software that contains the Confidential Information of another customer and software that was developed specifically for another customer, Twin Rivers shall make

available for use by Customer all software functionalities that it makes available for use to any other customer.

- (vi) Non-Infringement. The Services, Twin Rivers Confidential Information, hardware or software systems operated by or on behalf of Twin Rivers and related documentation, Twin Rivers' business processes, and any computer programming or data created for Customer in performance of the Application Development Services shall not infringe, misappropriate or otherwise violate the Intellectual Property rights or other rights of any third party.
- (vii) No Third Party Confidential Information. Twin Rivers shall not disclose or provide to any member of the Customer Group or its Affiliates any Confidential Information belonging to any other customer or any third party.
- (viii) Proprietary Application Development. Twin Rivers shall not offer or provide any service, application or documentation that was developed specifically for Customer and for which all development and maintenance costs have been and are being paid by Customer to any other customer without first obtaining Customer's written consent, which may be granted or withheld in Customer's sole discretion.

11. Indemnities.

(a) Indemnification by Twin Rivers. Twin Rivers agrees to indemnify, pay or reimburse for, defend and hold Customer, its Affiliates and their respective directors, officers, employees, agents, representatives and subcontractors (excluding Twin Rivers and its subcontractors) (collectively, the "*Customer Indemnified Parties*") harmless from and against all claims, demands, causes of action of every kind and character, losses, damages, expenses (including reasonable attorneys' fees and reasonable other professionals' fees) and costs arising out of or relating, in whole or in part, to: (i) the breach by Twin Rivers of any provision, warranty, representation or covenant of this Agreement, (ii) any incident in which an unauthorized third party accesses Customer Confidential Information in the while in the possession of Twin Rivers or its authorized subcontractors, regardless of whether the potential for such unauthorized access was revealed by any audit; and (iii) the willful and wanton acts or omissions of Twin Rivers, its employees or its authorized subcontractors. In no event shall Twin Rivers' aggregate liability with respect to the matters described in this Section 11(a) exceed the fees paid to Twin Rivers by Customer pursuant to this Agreement. THIS IS A LIMITED WARRANTY. TWIN RIVERS EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IT SHALL BE AN AFFIRMATIVE DEFENSE TO ANY CLAIM BY CUSTOMER IF THE SERVICES PROVIDED BY TWIN RIVERS HEREUNDER ARE IDENTICAL IN SCOPE, PRICE , RELIABILITY AND OTHER

MATTERS AS THE SERVICES PROVIDED TO ANDERSON NEWS, LLC OR ANY OTHER AFFILIATE OF TWIN RIVERS.

(b) Intellectual Property Indemnification by Twin Rivers. Twin Rivers agrees to indemnify, pay or reimburse for, defend and hold the Customer Indemnified Parties harmless from and against any and all liabilities, damages, costs and expenses (including attorneys' fees and other professionals' fees) arising from any claim, action, suit, or proceeding made or brought against any Customer Indemnified Party by a third party alleging that Twin Rivers, the Twin Rivers Confidential Information, the Services or use by a Customer Indemnified Party of the Services or any materials or programming code provided by Twin Rivers infringe, misappropriates or otherwise violates any third party's Intellectual Property rights or other rights. Twin Rivers' liability under this Section 11(b) is limited to (i) obtaining for Customer a license to use any such infringing materials, or (ii) replacing any such infringing materials with materials which are not infringing, as Twin Rivers may, in its sole discretion, elect. In no event shall Twin Rivers have any additional liability with respect to the matters set forth in this Section 11(b)

(c) Indemnification by Customer. Customer agrees to indemnify, pay or reimburse for, defend and hold Twin Rivers and its directors, officers, employees and authorized subcontractors (collectively, the "*Twin Rivers Indemnified Parties*") harmless from and against all claims, demands, causes of action of every kind and character, losses, damages, expenses (including reasonable attorneys' fees and reasonable other professionals' fees) and costs, including any resulting in injury of or death to persons or damage to or destruction of property, whether contractual, in tort, or as a matter of strict liability or liability imposed by statute, regulations, or ordinances, arising out of or relating, in whole or in part, to (i) the breach by Customer of any provision of this Agreement, (ii) any violation of law by Customer or its employees, or (iii) the willful and wanton acts or omissions of Customer or its employees.

(d) Intellectual Property Indemnification by Customer. Customer agrees to indemnify, pay or reimburse for, defend and hold the TWIN RIVERS Indemnified Parties harmless from and against any and all liabilities, damages, costs and expenses (including attorneys' fees and other professionals' fees) arising from any claim, action, suit, or proceeding made or brought against any TWIN RIVERS Indemnified Party by a third party alleging that the Customer Confidential Information infringes, misappropriates or otherwise violates any third party's Intellectual Property rights or other rights. Customer's liability under this Section 11(d) is limited to (i) obtaining for Twin Rivers a license to use any such infringing materials, or (ii) replacing any such infringing materials with materials which are not infringing, as Customer may, in its sole discretion, elect. In no event shall Customer have any additional liability with respect to the matters set forth in this Section 11(d)

(e) Indemnification Procedures. Upon receipt of notice of any third party claim under Section 14(d), the indemnifying Party will have the right to defend the indemnified Party against the third party claim with counsel reasonably satisfactory to the indemnified Party so long as (i) within ten days after receipt of such notice, the

indemnifying Party notifies the indemnified Party in writing that the indemnifying Party will indemnify the indemnified Party from and against any losses the indemnified Party may incur relating to or arising out of the claim, (ii) the indemnifying Party provides the indemnified Party with evidence reasonably acceptable to the indemnified Party that the indemnifying Party will have the financial resources to defend against the third party claim and fulfill its indemnification obligations hereunder, (iii) the indemnifying Party is not a party to the proceeding or the indemnified Party has determined in good faith that there would be no conflict of interest or other inappropriate matter associated with joint representation, (iv) the third party claim does not involve, and is not likely to involve, any claim by any governmental entity, (v) the third party claim involves only money damages and does not seek an injunction or other equitable relief, (vi) settlement of, or an adverse judgment with respect to, the third party claim is not, in the good faith judgment of the indemnified Party, likely to establish a precedential custom or practice adverse to the continuing business interests of the indemnified Party, (vii) the indemnifying Party conducts the defense of the third party claim actively and diligently and (viii) the indemnifying Party keeps the indemnified Party apprised of all developments, including settlement offers, with respect to the third party claim and permits the indemnified Party to participate in the defense of the third party claim.

12. Term and Termination.

(a) Term. Subject to the rights of termination as provided in this Section 15 and elsewhere herein, this Agreement is effective as of the Effective Date and shall continue in effect for a term of three (3) years (the "*Initial Period*"). Following the expiration of the Initial Period, this Agreement shall be renewable for an additional 3 year term by mutual agreement of the Parties not less than 6 months prior to the expiration of the Initial Period.

(b) Termination Upon Written Notice. Customer may terminate this Agreement for any reason upon one (1) year's written notice to Twin Rivers; provided, however, that such termination shall not be effective unless Customer and Company have used reasonable commercial efforts to resolve any disputes between the Parties, including the dispute resolution provisions in Section 17(j), and reasonably pursued in good-faith available business alternatives that would result in the continuation of the Parties business relationship. If such efforts are unsuccessful, then Customer may terminate this Agreement following the expiration of the one (1) year notice period.

(c) Termination for Cause by Either Party. A Party may terminate this Agreement in its entirety immediately with written notice in the event that (i) the other Party breaches, or fails to perform, any of its material obligations set forth herein, and such breach or failure to perform is not cured after thirty (30) days prior written notice from the non-breaching Party; provided, however, that, if such breach or failure to perform is not of a type that is capable of being cured, including material confidentiality and security breaches, or involves fraud, then the non-breaching Party may terminate this Agreement without an opportunity for the other party to cure; or (ii) the other Party

becomes insolvent, or fails generally to pay its debts as they become due, or admits in writing its inability to pay its debts as they become due, or makes a general assignment for the benefit of creditors, or commences any case, proceeding or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of itself or its debts or assets, or adopts an arrangement with creditors, under any bankruptcy, moratorium, rearrangement, insolvency, reorganization or similar law of the United States or any state thereof for the relief of creditors or affecting the rights or remedies of creditors generally.

(d) Post-Termination Services. In order to assist Customer in transitioning the Services to Customer or a third party, Twin Rivers shall, at Customer's option and request, continue to provide the Services for one (1) year (or such shorter period as required by Customer) following the effective date of such expiration or termination (the "Post-Termination Support Period") pursuant to the terms and conditions of this Agreement as then in effect.

13. Miscellaneous.

(a) Notices. All notices and other communications required or permitted to be made under this Agreement shall be in writing and shall be deemed duly given for all purposes (i) on the date of delivery, if delivered personally or by confirmed both facsimile and email transmission, (ii) on the next business day after delivery by overnight carrier or (iii) on the third business day after mailing, if sent by United States registered mail, return receipt requested, postage prepaid, and addressed as follows:

If to TWIN RIVERS:

Twin Rivers Technology Group, LLC
6016 Brookvale Lane Suite 151
Knoxville, Tennessee 37919
Attention: _____
Telephone No.: (865) _____
Facsimile No.: (865) _____

If to Customer:

With copies to:

Timothy K. Corley, Esq.
P.O. Box 1168
2815 Darby Drive
Florence, Alabama 35631
Telephone No.: (256) 760-0048
Facsimile No.: (256) 760-0083

With copies to:

(b) Amendments; No Waivers. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and is duly executed, in the case of an amendment, by the Parties, or, in the case of a waiver, by the Party to whom the waiver is to be enforced. No failure or delay by any Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial waiver or exercise thereof preclude the enforcement of any other right, power or privilege.

(c) Rights and Remedies Cumulative. The rights and remedies set forth in this Agreement are cumulative and the use of any one right or remedy by any Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law, statute, ordinance or otherwise.

(d) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Except as provided herein, no party may assign or delegate or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the other party.

(e) Construction; Interpretation. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Article, section, schedule, exhibit, recital and Party references are to this Agreement unless otherwise stated. No Party, nor its counsel, shall be deemed the drafter of this Agreement for purposes of construing the provisions of this Agreement, and all provisions of this Agreement shall be construed in accordance with their fair meaning, and not strictly for or against any Party.

(f) Severability. Any term or provision of this Agreement that is or becomes invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement.

(g) Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all Parties hereto had signed the same document. All counterparts shall be considered together and shall constitute one instrument.

(h) Entire Agreement. This Agreement, together with the Exhibits and the other agreements, instruments and other documents executed or delivered in connection herewith, constitute the entire agreement among the Parties pertaining to the subject matter hereof, and supersedes all prior oral and written, and all contemporaneous oral, agreements and understandings pertaining thereto. The Exhibits referenced in this Agreement shall be deemed an integral part hereof to the same extent as if written at length herein.

(i) Governing Law. This Agreement, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Delaware, without resort to the choice of laws provision thereof.

(j) Dispute Resolution. Any controversy or claim arising out of or relating in any way to this Agreement (or breach thereof), whether arising in tort, contract or otherwise, shall be settled in accordance with the following procedures:

(i) Mediation. The Parties shall first attempt to resolve such controversy or claim by submitted such controversy or claim to mediation before an independent mediator. If the Parties are unable to agree upon a mediator, Customer will provide Twin Rivers the names of two proposed mediators and Twin Rivers will select one. In the event that the claims, disputes or other matters remain unresolved after the Parties have made a good faith effort to mediate such claims, disputes or other matters within a period of ten (10) days after the dispute arose, unless they agree to a longer or shorter period, then one or both Parties may demand arbitration by submitting written notice of such demand to the other Party and the American Arbitration Association (AAA) within a reasonable time after the conclusion of such period.

(ii) Arbitration.

(A) Any dispute arising out of or relating to this Agreement which has not been resolved pursuant to Section 17(j)(i) shall be submitted for final settlement by arbitration conducted in accordance with the then current commercial rules of mediation by a panel of two (2) commercial arbitrators who shall apply Delaware law and base their decision solely on presentations by the parties and not by independent review, in the Wilmington, Delaware metropolitan area or at such other location as may be mutually acceptable. One of the panel members shall be an attorney with at least 15 years experience and one of the panel members shall have computer processing and software solution expertise and at least 15 years experience in the information technology field. The arbitrators shall be selected by agreement of the Parties; provided, however, that if the Parties fail to agree upon the arbitrators within ten (10) days after the conclusion of the mediation proceedings described above, any Party may petition AAA for appointment of the arbitrators, which appointment shall be made within ten (10) days after the petition therefore. The arbitration procedure and enforcement of the arbitration award shall be governed by the United States Arbitration Act, 9 U.S.C. 1 et seq., regardless of any other choice of law provision in this agreement and judgment upon the award by the arbitrators may be, but is not required to be entered by any court of competent jurisdiction.

(B) The arbitrators shall hold a hearing within sixty (60) days of their appointment and shall render a written decision that contains a detailed

recital of the arbitrators' reasoning. Any decision made by the arbitrators within the scope of their authority shall be binding upon the Parties. Each party agrees to enter into an agreement providing reasonable protection to the arbitrators.

- (C) The arbitrators shall have broad powers to resolve disputes between the Parties. In resolving such disputes, the arbitrators shall honor the purpose of this Agreement and the intent of the Parties.
- (D) The award rendered by the arbitrators will be final, judgment may be entered upon it in any court having competent jurisdiction, and such judgment will not be subject to modification or appeal unless otherwise allowed by law.
- (E) The arbitrators shall have the power to issue injunctions, interim injunctions on an expedited basis and specific performance, and otherwise grant equitable relief. The arbitrators shall award legal fees and costs to the prevailing Party but shall not have the power to award punitive, exemplary or indirect damages.
- (F) Except as may be otherwise ordered by the arbitrators in accordance with Section 17(j)(E), each Party shall bear its own costs and expenses in connection with any proceeding commenced under this Section 17(j), including, without limitation, legal fees and disbursements, travel expenses, witness fees and costs, photocopying and other preparation expenses.

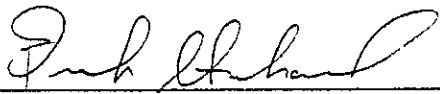
(b) Relationship of the Parties. The Parties agree that each are acting hereunder as independent contractors and nothing in this Agreement is intended nor shall be construed to create a joint venture, partnership or other similar business arrangement or relationship. Neither Twin Rivers nor Customer shall have or hold itself out as having the right or authority to assume or create any obligation or responsibility, whether express or implied, on behalf of the other, except with the prior express written consent of the other. Neither Party shall be authorized to accept legal process on behalf of the other Party.

(k) Survival. The provisions of this Agreement that by their nature and context are intended to survive the performance and termination of this Agreement by the Parties shall so survive the completion of performance and termination of this Agreement, including the making of any and all payments due hereunder.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized representatives, all as of the Effective Date

"Customer"

"ANDERSON NEWS, LLC"

By: 
Name: FRANK STOCKARD
Title: PRESIDENT

"TWIN RIVERS"

TWIN RIVERS TECHNOLOGY GROUP, LLC


By: 
Name: SAGE KENNEDY
Title: OK - President

EXHIBIT 2

I N V O I C E

TWIN RIVERS TECHNOLOGY GROUP
5016 BROOKVALE LANE
KNOXVILLE, TN 37919
CONTACT ELAINE KEIFFER
PHONE 865.584.9765

DATE 1/23/2009
INVOICE 76407197
REFERENCE 5077204095

C U S T O M E R



022500764071970507720000016

NAME ANDERSON NEWS COMPANY
ADDRESS 6016 BROOKVALE LANE SUITE
KNOXVILLE, TN 37919

50772

ATTENTION PATRICK BOWMAN

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	JANUARY 2009 WIKI MAINT & SUPPORT 3 YR CONTRACT ENDS SEPT 30, 2010 REFER TO ESR# 20682 MONTHLY BACKUP	320.00	320.00
1	PC PARTS UNLIMITED, 80GB 2.5 HD, ES 22903, HAYLEY GAYLOR, CORPU APPLY APPLICABLE SALES TAXES	69.00	69.00
1	UPS SHIP'G WEEK END'G DEC. 27, 2008 80GB HD SHIPPING, HAYLEY GALOR	5.67	5.67
1	VERIZON LD TO PBX TO INTERTEL PBX DEC. 25, 2008 BILLING	168.84	168.84
1	SOUTHEASTERN LASER PRINTER MAINT JAN 2009 CONTRACT	89.59	89.59
1	VERIZON VOICE BILL JAN. 2, 2009 BILLING	106.01	106.01
1	AT&T VOICE BILL JAN. 1, 2009 BILLING	21.63	21.63

INVOICE TOTAL 780.74

PLEASE REMIT PAYMENT TO
TWIN RIVERS TECHNOLOGY GROUP
PO BOX 52570
KNOXVILLE, TN 37950



108 CorHQ 7400

[Handwritten signature]

Hold

REFER TO ESR# 20682 MONTHLY BACKUP
APPLY APPLICABLE SALES TAXES

3 YR CONTRACT ENDS SEPT 30, 2010
22903, HAYLEY GAYLOR, CORPU
80GB HD SHIPPING, HAYLEY GALOR
DEC. 25, 2008 BILLING
JAN 2009 CONTRACT
JAN. 2, 2009 BILLING
JAN. 1, 2009 BILLING

320.00 JANUARY 2009 WIKI MAINT & SUPPORT
69.00 PC PARTS UNLIMITED, 80GB 2.5 HD, ESR#
5.67 UPS SHIP'G WEEK END'G DEC. 27, 2008
168.84 VERIZON LD TO PBX TO INTERTEL PBX
89.59 SOUTHEASTERN LASER PRINTER MAINT
106.01 VERIZON VOICE BILL
21.63 AT&T VOICE BILL

780.74

I N V O I C E

TWIN RIVERS TECHNOLOGY GROUP
5016 BROOKVALE LANE
KNOXVILLE, TN 37919
CONTACT ELAINE KEIFFER
PHONE 865.584.9765

DATE 1/30/2009
INVOICE 76583197
REFERENCE 5077204092

C U S T O M E R



NAME ANDERSON NEWS COMPANY
ADDRESS 6016 BROOKVALE LANE SUITE
KNOXVILLE, TN 37919

022500765831970507720000017

50772

ATTENTION PATRICK BOWMAN

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	JANUARY 2009 DEVELOPMENT TIME SEE ATTACHED	14,490.00	14,490.00

INVOICE TOTAL 14,490.00

PLEASE REMIT PAYMENT TO
TWIN RIVERS TECHNOLOGY GROUP
PO BOX 52570
KNOXVILLE, TN 37950

108 60219 7K00
J
Hand.



Developing Hours January 2009

Company	Project Owner	Job Order Dept	Total Hours	Job Number	Job Short Desc	Job Detail Desc	Actual Hours	Estimated Hours
Anderson News LLC	Art Foster	Purchasing	4.3	4783 Total	Support necessary maintenance on Allotment Notices sent from Curtis Circulation for FIFE MODESTO	Dennis since TRTG is continuing to monitor and process Curtis allotments and other allotment anomalies we need a job order created for this work. We spend time on this process every day. We have been assigning the work to a support job order in the past but this work is on-going maintenance not support. If at some point you want this work moved to the user community we will need to discuss what TRTG does today and what tools you would need to maintain the somewhat inconsistent allotment data we receive from the suppliers.	293.6	9,999
Anderson News LLC	Art Foster	Purchasing	1.0	5469 Total	Treat titles that have an ANS flag of B or N as an unauthorized title in the RDC.	see below	35.5	48
Anderson News LLC	Ben Peciol	Purchasing	0.6	5544 Total	Internet/Intranet Grid Upgrades	see below	229.1	283
Anderson News LLC	Ben Peciol	Purchasing	21.0	5555 Total	PSD data keeps dropping out of the form	ND & Pub information drops out of the form. It will either be the name (Pub or ND) or the Pub City (which has city st zip). And the ND number is not visible unless in edit mode. Fix the Product Setup Form to not lose entered data and make ND# visible at all times.	29.8	-
Anderson News LLC	Christina Roach	Purchasing	14.0	5564 Total	Support on Price changes	Recreate Order when Bulk and allotment price do not match	56.5	9,999
Anderson News LLC	Christina Roach	Purchasing	14.9	5583 Total	Kit Maintenance - automatically load retail price	When adding items to the KITS have the system look up the retail like it does the TITLE NAME instead of forcing the user to key it in. Additionally allow the user to manually override the existing price.	17.1	22
Anderson News LLC	Christina Roach	Purchasing	14.3	5617 Total	Create / modify traitfix to create the initial distribution	Need to be able to create an initial distribution for new stores and add titles for remodels with a rack/space increase. Will need to bounce it off existing inventory (and cover all pkts on rack)	39.1	28
Anderson News LLC	Christina Roach	Purchasing	9.5	5639 Total	Title File subproduct type update	Whenever a subproduct type is updated (books) in the marketing title file then trigger option 40 to run that evening to update all supporting files (including distribution). [We have noticed some distribution disappear after updating a subproduct type]	12.8	-
Anderson News LLC	Christina Roach	Purchasing	7.9	5640 Total	Initial Book Buyer Entry Screen	Create/update an option where the buyer can copy not just the traits but the distribution as well.	17.6	50
Anderson News LLC	Lisa Robinson	Purchasing	16.8	5642 Total	Automate Promotion Process to I-PAS	Automate Promotion Process to I-PAS for publishers to create promotional distribution currently Anderson associates work promotional distribution using query and upload	37.0	49
Anderson News LLC	Art Foster	Purchasing	1.1	5653 Total	This job order is to create a grid view for retailers	This job order is to create a grid view for retailers	60.9	62
Anderson News LLC	Christina Roach	Purchasing	4.0	5659 Total	Change recv program to create a reorder bypass even if the return flag is A	Update programming to reflect change above. See below for email information from Carrie O & Sadie K	4.0	5
Anderson News LLC	Art Foster	Purchasing	24.8	5660 Total	This is 1 of 3 for the POS system changes - This job order requests that we sync SBTIN from POSIN closer to real time and not going through the RDC. Load POSIN then immediately or within hours sync POSIN to SBTIN.	Today we cannot get weekend POS information to SBTIN until Tuesday. This undermines POS replenishment. We need to have Friday and Saturday POS information on Monday in order to hold down costs of getting replenishment to market. We can also generate higher reorders with the more current data. It appears as though POSIN has the information but waits until the RDC does backup. This is especially problematic around short holiday weeks as the RDC does less backups	25.4	30
Anderson News LLC	Art Foster	Purchasing	4.1	5663 Total	Change Existing OR Extract to be retailer friendly so we can give to Walmart	Change Existing OR Extract to be retailer friendly so we can give to Walmart. See Attached for changes	41.6	40
Anderson News LLC	Christina Roach	Purchasing	1.4	5670 Total	Title Set up change for BOOK product type only	Remove restrictions & allow titles to be set up with an F (Full copy save) and N (do not premature protect)	1.4	5

Developing Hours January 2009

Company	Project Owner	Job Order Dept	Total Hours	Job Number	Job Short Desc	Job Detail Desc	Actual Hours	Estimated Hours
Anderson News LLC	Christina Roach	Purchasing	22.5	5678 Total	Print on Doc	Need to be able to pick a document on the tie line from an assigned slot use the flag in the order file that is sent to Prologix. Also the print on Doc flag in the order file should not be set and ensure that EDI/NEX is not generated for the specified item numbers. Per Sarada & Kirk - use a trait to control the dummy item #. Save off manifests & then blow out to the other RDC s to update, bulks (Sadie is aware of this need). See emails below.	22.5	30
Anderson News LLC	Christina Roach	Purchasing	13.0	5679 Total	Manifest & bulk updates		9.5	-
Anderson News LLC	Patrick Bowman	Purchasing	7.3	5687 Total	Kroger data received from Magnet was doubled up for sales on 01/09/09. We need to remove the duplicate records from POSIN.	Remove duplicates from POSIN for Kroger data on 01/09/10	7.3	8
Anderson News LLC	Lisa Robinson	Purchasing	24.8	5691 Total -	Mechanism to Hold orders (ORDRS)	Create trait at the publisher level for magazines and comics (product types 1 and 10) to HOLD orders by creating a new status code in ORDRS that will NOT allow orders to drop. Also if trait is changed to release the hold the status should change to allow orders to drop.	24.3	-
			207.0	Grand Total				
			14,490.00	January Development Costs				

ALSTON & BIRD LLP

One Atlantic Center
1201 West Peachtree Street
Atlanta, Georgia 30309-3424

404-881-7000
Fax: 404-881-7777
www.alston.com

Tedra N. Ellison

Direct Dial: 404-881-4514

E-mail: tedra.ellison@alston.com

June 10, 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 Twin Rivers Technology Group, LLC 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