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June 19, 2013

VIA CERTIFIED MAIL

U.S. Department of Labor
 Employee Benefits Security Administration
 Top Hat Plan Exemption
 200 Constitution Avenue, NW, N-1513
 Washington, DC 20210

**Re: Tennessee Valley Printing Company, Inc.
 Employment Agreement for Barrett C. Shelton, Jr. and
 Executive Employment and Non-Competition Agreement of Scott Brown
 EIN: 63-0207740
 Late Top Hat Filings**

Dear Sir or Madam:

Pursuant to 29 C.F.R. § 2520.104-23, we are providing on behalf of our client, Tennessee Valley Printing Company, Inc., this statement in order to satisfy the alternative method for complying with the reporting and disclosure requirements of Part 1 of Title I of the Employee Retirement Income Security Act of 1974 for certain pension plans maintained by an employer for a select group of management or highly compensated employees. This statement is being submitted untimely and in accordance with the provisions set forth in the Delinquent Filer Voluntary Correction Program ("DFVCP"). Pursuant to the provisions set forth in the DFVCP, the most current Form 5500 Annual Return/Report of Employee Benefit Plan, including the applicable fee of \$750, is being filed with the DFVCP simultaneously with this letter.¹

In accordance with 29 C.F.R. § 2520.104-23, the following information is furnished with respect to the top hat plans at issue:

1. Name and address of employer:

Tennessee Valley Printing Company, Inc.
 201 1st Avenue Southwest
 Decatur, Alabama 35601

2. Employer identification number assigned by the Internal Revenue Service: 63-0207740

3. Agreements maintained by Tennessee Valley Printing Company, Inc. primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees: (a) the Employment Agreement for Barrett C. Shelton, Jr., effective as of December 19, 2007 (the "Shelton Agreement"); and (b) the Executive Employment and Non-Competition Agreement of Scott Brown, executed on June 1, 2010 (the "Brown Agreement").


¹ In accordance with the FAQs, Q18, found at http://www.dol.gov/ebsa/faqs/faq_dfvc.html, the most current paper Form 5500 Annual Return/Report of Employee Benefit Plan was completed as required and mailed with the \$750 filing fee to: DFVCP, P.O. Box 71361, Philadelphia, PA, 19176-1361.

4. The total number of plans sponsored by Tennessee Valley Printing Company, Inc. that provide benefits for a select group of management or highly compensated employees is: two (2)
5. The number of employees currently covered by the plans are as follows:
 - (a) the Shelton Agreement: one (1) employee
 - (b) the Brown Agreement: one (1) employee
6. The number of plans reported in this filing: two (2), the Shelton Agreement and the Brown Agreement.

Should any additional documents be required, Tennessee Valley Printing Company, Inc. will furnish them upon request, as required by ERISA § 104(a)(6).

If you have any questions, please do not hesitate to contact me at (205) 254-1082.

Very truly yours,



Elizabeth G. Beaubé, Esq.

Enclosures

cc: Ms. Wendy Bobo (w/ enclosures)
Daniel H. Markstein, III, Esq. (w/out enclosures)

**AMENDMENT ONE
TO THE
EXECUTIVE EMPLOYMENT AND NON-COMPETITION AGREEMENT
OF
SCOTT M. BROWN**

THIS AMENDMENT ONE TO THE EXECUTIVE EMPLOYMENT AND NON-COMPETITION AGREEMENT (this "Amendment One") is effective as of June 1, 2010, by **TENNESSEE VALLEY PRINTING COMPANY, INC.**, an Alabama corporation (the "Company"), and **SCOTT M. BROWN**, a resident of Decatur, Alabama (the "Executive").

WHEREAS, the Executive is currently employed by the Company as operations director;

WHEREAS, the Executive and the Company previously entered into that certain Executive Employment and Non-Competition Agreement, dated as of June 1, 2010 (the "Agreement"), attached hereto as Exhibit A, for the purpose of governing the relationship between the Executive and Company;

WHEREAS, the American Jobs Creation Act of 2004 created new Internal Revenue Code Section 409A ("Code Section 409A"), which imposes documentary and operational requirements on non-qualified deferred compensation arrangements, such as the Agreement;

WHEREAS, pursuant to IRS Notice 2010-6, as amended by IRS Notice 2010-80, additional guidance was provided regarding implementation of Code Section 409A and correction of document errors under Code Section 409A (collectively, the "IRS Notices"); and

WHEREAS, the Company and the Executive now wish to amend the Agreement as allowed under the terms of Section 14.01 of the Agreement, in accordance with the changes and relief provided under the IRS Notices.

NOW, THEREFORE, the Company and the Executive, as of June 1, 2010, in accordance with the provisions of the Agreement pertaining to amendments thereof, hereby amend the Agreement as follows:

1. Effective June 1, 2010, amend Section 8.01(a) by deleting the last sentence of such Section and substituting in lieu thereof the following:

"The Company will pay the Death Benefit within ninety (90) days of the date of the Executive's death."

2. Effective June 1, 2010, amend Section 8.03 by deleting its entire content and substituting in lieu thereof the following:

"Termination for Good Reason; Termination Without Cause. Upon the termination of the Executive's employment during the term of this Agreement (i) by the Executive for Good Reason, or (ii) by the Company without Cause, and provided the Executive shall execute and deliver to the Company a general release agreement within sixty (60) days following such termination (in a form acceptable to the Company), which provides for, among other things, the full release of the Company, its Affiliates, and each of their owners, directors, managers, officers, employees, executives, representatives, agents, predecessors, successors and assigns from any and all claims or causes of action relating to or arising under this Agreement or the Executive's employment by

the Company (except for claims or causes of action for unpaid wages or expense reimbursement), then the Executive shall become entitled to receive as a termination settlement, and the sole and exclusive benefit or payment resulting from the termination scenarios covered by this Section 8.03, an amount equal to (x) the sum of Two Hundred Thousand Dollars (\$200,000), plus (y) any Earnings Bonus to which the Executive may be entitled pursuant to the provisions of Section 5(a) (the "Termination Payment"), subject to reduction as described herein. Other than the Earnings Bonus portion of the Termination Payment, the Termination Payment shall be payable in twelve (12) equal periodic payments, beginning on the first day of the first month immediately following the effective date of the termination, in accordance with the Company's standard payroll practices in effect at the time of such termination and shall be subject to such deductions and withholding as are required by law or the policies of the Company. The Earnings Bonus portion of the Termination Payment shall be payable in accordance with the provisions of Section 5(a). The Termination Payment shall be reduced by One Dollar (\$1) for each One Dollar (\$1) which the Executive is paid as a Bonus Upon Sale pursuant to the provisions of Section 5(b), it being the intent of the parties that the Executive shall not be entitled to both the Bonus upon Sale and the Termination Payment.

In the event that the Executive fails to execute and deliver the release to the Company within sixty (60) days following the termination of employment, as required by the terms of this Section, the Executive shall repay to the Company (within thirty (30) days of the expiration of the sixty (60) day period following termination of employment), any and all Termination Payments which the Company has paid to the Executive, and the Company shall have no further obligation under this Agreement to provide Termination Payments to Executive."

3. Amend Section 14.08 by striking the reference Treas. Reg. § 1.409A-1(b) and substituting in lieu thereof "Treas. Reg. § 1.409A-1(h)."
4. All other provisions of the Agreement not herein modified shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment One has been duly executed and delivered by the Executive and by a duly authorized officer of the Company as of the 31st day of December 2010.

TENNESSEE VALLEY PRINTING COMPANY,
INC.

By: _____

Name: _____

Title: _____

SCOTT M. BROWN

EXHIBIT A

**Executive Employment and Non-Competition Agreement
(attached)**

TENNESSEE VALLEY PRINTING COMPANY, INC.

**EXECUTIVE EMPLOYMENT
AND
NON-COMPETITION AGREEMENT**

This **AGREEMENT** (the "Agreement"), is made as of the 1st day of June, 2010, by and between Tennessee Valley Printing Company, Inc., an Alabama corporation (the "Company"), and Scott M. Brown, a resident of Decatur, Alabama (the "Executive").

WHEREAS, the Executive is currently employed by the Company as operations director;

WHEREAS, the Company desires to assure that the unique and expert services of the Executive will continue to be available to the Company and that the Executive is willing and able to render such services to the Company hereafter according to the terms and conditions hereinafter set forth;

WHEREAS, the Company desires to assure that its confidential information and goodwill will be preserved for the exclusive benefit of the Company; and

WHEREAS, the Executive wishes to continue to be employed by the Company subject to the terms and conditions hereof;

NOW, THEREFORE, in consideration of such continued employment and the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Executive hereby agree as follows:

Section 1. **Employment.** Under and subject to the terms and conditions hereinafter set forth, the Company hereby employs the Executive as its operations director, and the Executive hereby accepts such employment.

Section 2. **Term.** The term of employment under this Agreement (the "Term") shall begin on the date hereof and, unless sooner terminated as provided in **Section 7**, shall conclude on the tenth anniversary of the effective date hereof. The Term shall be extended for additional consecutive one (1) year terms ("Renewal Terms") unless either party shall give to the other party written notice of non-renewal not less than sixty (60) days prior to the end of the Term or any Renewal Term. References to "**Term**" shall include any and all Renewal Terms, if applicable.

Section 3. **Duties.** The Executive shall serve as operations director and report to the president of the Company (the "**President**"). The Executive shall perform such duties as are customary for the Executive's position and shall also perform such additional duties as the President may assign to the Executive from time to time. The Executive shall:

(a) act at all times with integrity and in an ethical manner;

(b) devote substantially all of the Executive's effort, working time, energy, and skill (vacations and absences due to illness excepted) to the duties of the Executive hereunder, it being acknowledged and understood, however, that the Executive shall be permitted to commit reasonable time and effort to civic, charitable and community causes and activities, provided that those commitments do not pose a conflict of interest with the Executive's position with or responsibilities to the Company or its Affiliates or interfere with the Executive's ability to discharge the Executive's employment duties hereunder;

(c) perform the Executive's duties hereunder faithfully, loyally, and industriously, subject to the supervision of the President; and

(d) follow and implement diligently all lawful management policies and decisions of the Company and its Affiliates that are communicated to the Executive.

For purposes of this Agreement, "Affiliate" shall include any person or entity, who or which, directly or indirectly, through one or more intermediaries, controls, or is controlled by or is under common control with, another person or entity, including (i) any person or entity owning or controlling fifty percent (50%) or more of the outstanding voting securities in another person or entity, (ii) any officer, director, partner or trustee of such person or entity, and (iii) if such person is an officer, director, partner or trustee for a person or entity, the person or entity for which such person or entity is acting in any such capacity.

Section 4. Salary Compensation. In consideration of the services rendered by the Executive under this Agreement, the Company shall pay the Executive a base salary (the "Base Salary") of Two Hundred Thousand Dollars (\$200,000) per calendar year. The Base Salary shall be paid in such installments and at such times as the Company pays its other similarly situated employees. The Company shall deduct or cause to be deducted from the Executive's compensation and benefits set forth in this Section 4 and in Sections 5 and 6, all taxes and amounts required by law to be withheld.

Section 4.01. Expenses. The Company shall reimburse the Executive for reasonable business expenses incurred by the Executive in the performance of the Executive's duties under this Agreement within thirty (30) days of the Executive's submitting receipts or vouchers, provided that the Executive incurs and accounts for such expenses in accordance with all Company policies and directives as are in effect from time to time, which policies and directives shall be either compliant with, or exempt from, Section 409A of the Internal Revenue Code (the "Code").

Section 5. Incentive Compensation.

(a) Bonus Compensation. The Company shall pay to the Executive annually an amount (the "Earnings Bonus") equal to seven and five tenths percent (7.5%) of the Company's Net Operating Income for each calendar year during the Executive's employment hereunder. "Net Operating Income" shall mean the Company's gross revenue realized or accrued from newspaper publishing operations minus the Company's realized or accrued expenses attributable

to newspaper publishing operations. If the Executive's employment terminates during any calendar year, the Earnings Bonus shall be paid based upon the Company's Net Operating Income for the last calendar quarter (the three (3)-month periods ending March 31, June 30, September 30, and December 31) that ended prior to such termination. The Earnings Bonus to be paid to the Executive shall be paid during the calendar year following the year in which the Earnings Bonus is earned, within thirty (30) days following completion of the preparation and delivery of the Company's federal income tax return and/or financial statements for the calendar year with respect to which the Earnings Bonus is earned, but in no event later than December 31.

(b) Bonus Upon Sale. If the Executive's employment is terminated during the term of this Agreement by reason of the sale or exchange of more than eighty percent (80%) of the capital stock of the Company or substantially all of its operating assets to a person who is not a descendant of, an entity that is not owned or controlled by a descendant of, or a trust that was established for the benefit of a person not descended from B. Clinton Shelton, III, then the Company will pay to the Executive a "Bonus Upon Sale" in an amount equal to the greater of (i) the Death Benefit provided by Section 8.01(a), assuming that the Executive died on the date of closing, or (ii) an amount equal to two percent (2%) of the excess of the purchase price over Twenty Million Dollars (\$20,000,000), exclusive of employment compensation or consideration for a covenant not to compete with or solicit customers of the purchaser. The Bonus Upon Sale shall be payable within thirty (30) days of the time and in the same form as the consideration for the sale or exchange received by the Company or its shareholders. If the Executive's employment is terminated by the Company more than thirty (30) days prior to the execution of an agreement to sell or exchange more than eighty percent (80%) of the capital stock of the Company or substantially all of its operating assets to a person who is not a descendant of, an entity that is not owned or controlled by a descendant of, or a trust that was established for the benefit of a person not descended from B. Clinton Shelton, III, then the Executive shall not be entitled to a Bonus Upon Sale.

(c) Retention Bonus.

(i) If the Employee is employed by the Company continuously from the effective date, date of this Agreement, until May 31, 2015, the Company will pay to the Executive a retention bonus (the "Retention Bonus") in the amount of One Hundred Thousand Dollars (\$100,000), which shall be payable in cash on June 1, 2015 and shall be subject to such deduction or withholdings as are required by law or the policies of the Company.

(ii) If the Employee is employed by the Company continuously from the effective date of this Agreement until May 31, 2020, the Company will pay to the Executive an additional Retention Bonus in the amount of One Hundred Thousand Dollars (\$100,000), which shall be payable in twelve (12) equal periodic payments on June 1, 2020 and continuing on the first day of each succeeding month thereafter in accordance with the Company's standard payroll practice in effect at the time of payment and shall be subject to such deduction or withholdings as are required by law or the policies of the Company.

Section 6. Benefits and Insurance. In addition to the compensation described in Section 5 of this Agreement, the Executive shall also have the right to participate in any medical, dental, disability, life or other similar insurance plans maintained by the Company from time to time to the extent that the Executive's position, tenure, salary, age, health and other qualifications make the Executive eligible to participate in such plans, and such other fringe benefits as are provided to other senior management employees of the Company; provided, however, that the Company shall not be required to adopt, amend or continue any insurance plans or fringe benefit plans so that the Executive can participate, and the Company retains the right to amend or terminate any such plans.

Section 6.01. Paid Vacation. The Executive shall be entitled to four (4) weeks paid vacation per fiscal year. The Executive shall take vacation at such times and intervals as shall be appropriate and consistent with the proper performance of the Executive's duties hereunder.

Section 6.02. Key Man Insurance. The Company may obtain, in the name and for the benefit of the Company, such life, disability and other insurance policies on the Executive as the Company may from time to time determine to be in the best interests of the Company. The Executive hereby agrees to be so insured and to undergo such medical and physical examinations as are required in order for the Company to obtain such insurance policies. The Executive will execute such documents as may be required in order to comply with the provisions of Section 101(j) of the Internal Revenue Code of 1986, as the same may hereafter be amended.

Section 7. Termination. The Executive's employment hereunder may be terminated at the end of the Term or any Renewal Term, or earlier as follows:

Section 7.01. Death. The Executive's employment hereunder shall terminate upon the death of the Executive.

Section 7.02. Disability. In the event that: (a) any physical or mental disability (including without limitation any alcohol or chemical dependency) renders the Executive substantially unable to perform the Executive's duties hereunder for a consecutive period of six (6) months or more or for an aggregate period of six (6) months or more in any consecutive twelve (12)-month period, even with reasonable accommodation, (b) a physician shall have determined that the Executive is not able to perform the Executive's duties hereunder by reason of any physical or mental disability (including, without limitation, any alcohol or chemical dependency) for a consecutive period of six (6) months or more or for an aggregate period of six (6) months or more in any consecutive twelve (12)-month period, or (c) the Executive is entitled to recover benefits under any long-term disability plan or similar policy maintained by the Company, the Executive's employment hereunder shall terminate. Any determination of disability pursuant to this Section 7.02 shall be made by the board of directors of the Company (the "Board"), excluding the Executive's vote if the Executive is then a member of the Board, in consultation with a qualified physician or physicians selected by the Board. If the Executive is not satisfied with the physician so chosen, within thirty (30) days of being notified of the name of said physician, the Executive may designate his own physician. If the physicians so chosen do not agree within thirty (30) days of the Executive's designation, within the next ten (10) days, the physicians so chosen shall designate a third physician, whose determination as to the Executive's disability shall be conclusive and binding upon the parties. Each party shall bear the costs

incurred to the physician designated by him or it, and the party whose designated physician's determination is contrary to the determination of the third physician shall bear the costs incurred to the third physician. The failure of the Executive to submit to a reasonable examination by such physician or physicians that is job related and consistent with business necessity shall be an estoppel to any objection by the Executive to the determination of disability by the Board.

Section 7.03. By Company for Cause. The Company may terminate the Executive's employment for "Cause" at any time effective upon delivery of written notice to the Executive. The Company shall provide written notice to the Executive at least ten (10) days prior to a meeting of the Board at which a termination for Cause will be considered, and the Executive will have an opportunity to make a presentation at that meeting addressing the termination for Cause issue. For purposes hereof, the term "Cause" shall mean that the Board, excluding the Executive's vote if the Executive is then a member of the Board, has determined that the Executive has (i) admitted, been convicted of or pled guilty or *nolo contendere* to conduct amounting to fraud, embezzlement, theft or dishonesty against the Company; (ii) knowingly violated the law in the course of performance of the Executive's duties hereunder; (iii) been convicted of or pled guilty or *nolo contendere* to a felony or a crime involving moral turpitude; (iv) acted in a grossly negligent manner or committed willful or intentional misconduct in the performance of the Executive's duties hereunder or that has otherwise adversely affected the Company or its business reputation or goodwill; (v) refused to or failed to follow the reasonable directions of the President; (vi) continually failed to perform the Executive's duties hereunder, including, without limitation, as a result of alcohol abuse or drug addiction, other than as a result of a disability as described in Section 7.02; (vii) repeatedly been absent from work without a reasonable excuse; (viii) been intoxicated with alcohol while on the Company's premises during regular business hours; (ix) used illegal drugs or abused prescription drugs during the Term; (x) committed a material breach or violation of the terms of this Agreement or any other agreement to which the Executive and the Company are parties, including failure to submit to any examination that is job related and consistent with business necessity pursuant to Section 7.02; or (xi) provided information in connection with the Executive's employment that is false.

Section 7.04. By Company without Cause. The Company may terminate the Executive's employment at any time without Cause effective upon written notice to the Executive.

Section 7.05. By Executive. Subject to the cure provisions provided below, and at the Executive's option, the Executive may terminate the Executive's employment hereunder for "Good Reason" by giving thirty (30) Business Days written notice to the Company; provided that such notice must be given within ten (10) Business Days of the first occurrence of the Good Reason. "Business Day" shall mean any day other than (a) Saturday or Sunday or (b) any other day on which banks in the State of Alabama are permitted or required to be closed. "Good Reason" shall mean:

(a) the material diminution in the nature or scope of the Executive's duties, responsibilities, authority, powers or functions (other than as a result of a sale or other disposition of more than eighty percent (80%) of the capital stock or substantially all of the operating assets of the Company);

(b) the failure by the Company to provide the Executive with substantially all of the compensation or benefits to which he is entitled under this Agreement;

(c) the Company's material breach of any provision of this Agreement; or

(d) a reduction in the Executive's base compensation, except for any such reduction made by the Company in connection with a general reduction in the compensation of members of management of the Company.

Notwithstanding the foregoing, if the Company cures the condition giving rise to the termination notice within thirty (30) Business Days following the Company's receipt of the Executive's notice of termination, the Executive's employment will not terminate. If the Company fails to cure the condition within such thirty (30)-Business Day period, the termination for Good Reason shall become effective on the expiration of such thirty (30)-Business Day period. If the Executive does not give notice of termination to the Company within the time period provided above after the occurrence of the Good Reason, then the Executive's right to terminate the Executive's employment based upon such occurrence shall be waived; provided, however, that the failure of the Executive to terminate the Executive's employment based upon the occurrence of a Good Reason shall not be deemed a waiver of the Executive's right to terminate the Executive's employment upon the subsequent occurrence of a Good Reason.

Section 8. Termination Payments and Benefits.

Section 8.01. Termination Due to Death or Disability.

(a) Death. Upon the Executive's death, the Company will pay to the Executive's personal representatives or other designated beneficiary, as the case may be, (i) a "Death Benefit" equal to the sum of Two Hundred Thousand Dollars (\$200,000), plus (ii) any Earnings Bonus to which the Executive may be entitled pursuant to the provisions of **Section 5(a)**. The Company will pay the Death Benefit within one (1) year of the date of the Executive's death.

(b) Disability. The Executive shall continue to receive his Base Salary provided in **Section 4** for (i) the month in which the Executive's employment is terminated due to disability pursuant to **Section 7.02**. The Executive shall become entitled to receive as a Disability Payment (ii) the sum of Two Hundred Thousand Dollars (\$200,000) plus (iii) any bonus to which the Executive may be entitled pursuant to the provisions of **Section 5(a)**. The Disability Payment shall be payable in equal periodic payments over the twelve (12)-month period immediately following the effective date of termination of employment in accordance with the Company's standard payroll practices in effect at the time of such termination and shall be subject to such deductions or withholdings as are required by law or the policies of the Company.

Section 8.02. Termination for Cause; Termination without Good Reason. If the Executive's employment under this Agreement is terminated (a) by the Company for Cause as provided in **Section 7.03**, or (b) by the Executive without Good Reason, all Base Salary and bonus payments and all other benefits and allowances hereunder shall cease at the termination.

Section 8.03. Termination for Good Reason; Termination Without Cause. Upon the termination of the Executive's employment during the term of this Agreement (i) by the Executive for Good Reason, or (ii) by the Company without Cause, and provided the Executive shall first execute and deliver to the Company a general release agreement (in a form acceptable to the Company), which provides for, among other things, the full release of the Company, its Affiliates, and each of their owners, directors, managers, officers, employees, executives, representatives, agents, predecessors, successors and assigns from any and all claims or causes of action relating to or arising under this Agreement or the Executive's employment by the Company (except for claims or causes of action for unpaid wages or expense reimbursement), then the Executive shall become entitled to receive as a termination settlement, and the sole and exclusive benefit or payment resulting from the termination scenarios covered by this **Section 8.03**, an amount equal to (x) the sum of Two Hundred Thousand Dollars (\$200,000), plus (y) any Earnings Bonus to which the Executive may be entitled pursuant to the provisions of **Section 5(a)** (the "Termination Payment"), subject to reduction as described herein. Other than the Earnings Bonus portion of the Termination Payment, the Termination Payment shall be payable in twelve (12) equal periodic payments, beginning on the first day of the first month immediately following the effective date of the termination, in accordance with the Company's standard payroll practices in effect at the time of such termination and shall be subject to such deductions and withholding as are required by law or the policies of the Company. The Earnings Bonus portion of the Termination Payment shall be payable in accordance with the provisions of **Section 5(a)**. The Termination Payment shall be reduced by One Dollar (\$1) for each One Dollar (\$1) which the Executive is paid as a Bonus Upon Sale pursuant to the provisions of **Section 5(b)**, it being the intent of the parties that the Executive shall not be entitled to both the Bonus Upon Sale and the Termination Payment.

Section 8.04. Public Statement Regarding Termination. In the event that the Executive's employment terminates for any reason, the Company and the Executive shall agree upon a public statement pertaining to termination of the Executive's employment, and the terms of said statement shall not be subject to subsequent modification by either party unless required by law. In the event that the Company and the Executive are unable in good faith to agree upon such a statement, the Company may make such public statements as are necessary to comply with the law.

Section 8.05. No Other Benefits. Except as required by law or specifically provided in **Section 4**, **Section 5**, or this **Section 8**, the Executive shall not be entitled to any Base Salary, bonus, allowance, severance payment, or other compensation or benefits from the Company upon the termination of the Executive's employment under this Agreement regardless of the reason for the termination.

Section 9. Company Proprietary Information; Inventions in the Field. This **Section 9** imposes certain obligations upon the Executive with regard to "Inventions in the Field" and "Company Proprietary Information", but this **Section 9** does not limit in any way the Executive's obligations or duties arising elsewhere in this Agreement or under the law with regard to such Inventions in the Field and the Company Proprietary Information.

Section 9.01. Company Proprietary Information. For purposes of this Agreement, "Company Proprietary Information" means technical, business, customer, sales and other

information of the Company, whether or not recorded in writing, electronic media, or otherwise, which derives value from not being generally known to the public or to other persons or entities who can obtain value from its disclosure or use, and includes, without limitation, technical and non-technical data, compositions, devices, methods, techniques, drawings, inventions, processes, financial data, financial plans, designs, product plans, lists or information concerning actual or potential customers or suppliers, information regarding business plans and operations, methods and plans of operation, marketing strategies, sales and distribution plans or strategies, cost information, pricing strategies, acquisition and investment plans, and other strategic and tactical plans prepared by the Company or its employees. Company Proprietary Information includes information which is produced or held by the Company's Affiliates and which is generated by third parties for the Company and that the Company treats, or is obligated to maintain, as confidential. Company Proprietary Information shall not include any record, data, or information which is in the public domain provided the same is not in the public domain as a consequence of disclosure by the Executive in violation of this Agreement.

Section 9.02. Fiduciary Obligations. The Executive agrees that Company Proprietary Information and "Inventions in the Field" are of critical importance to the Company and agrees that the Executive holds and shall hold all Company Proprietary Information and all Inventions in the Field and information related thereto in a fiduciary capacity for the sole benefit of the Company.

Section 9.03. Non-Use and Non-Disclosure. The Executive shall protect the confidentiality of all Company Proprietary Information and Inventions in the Field at all times, both during and after the Term. The Executive shall not during the Term, or at any time thereafter, (i) disclose, communicate, transmit or transfer, directly or indirectly, orally, in writing or electronically, any Company Proprietary Information or Inventions in the Field to any entity or person other than the Company or authorized employees thereof who at the time of such disclosure, in the reasonable judgment of the Executive, need to know such Company Proprietary Information or Inventions in the Field for valid business purposes of the Company or such other persons to whom the Executive has been specifically instructed to make disclosure by the Board; and in all such cases only to the extent required in the course of the Executive's service to the Company, or (ii) use any Company Proprietary Information or Inventions in the Field, directly or indirectly, for the Executive's own benefit or for the benefit of any person or entity other than the Company. Notwithstanding the foregoing, if applicable law mandates that non-disclosure be of limited duration, then the non-disclosure obligations in this **Section 9.03** shall terminate five (5) years after the end of the Term, except for any information or data constituting a "trade secret" (as defined by applicable law), which shall remain subject to the non-disclosure obligations indefinitely. At the termination of the Executive's employment, the Executive shall deliver to the Company all notes, letters, documents and records (whether contained in written, electronic or any other media) which may contain Company Proprietary Information or Inventions in the Field which are then in the Executive's possession or control.

Section 9.04. Assignment of Inventions and Copyrights.

(a) For the purposes of this Agreement, "Inventions in the Field" shall mean any newly created document, recording or material, discovery, process, design, development, improvement, application, technique, or invention, whether patentable, registrable or

copyrightable or not, but specifically including anything that is patentable, registrable or copyrightable, and whether reduced to practice or not, conceived or made by the Executive individually or jointly with others (whether on or off the Company's premises or during or after normal working hours) while in the employ of the Company, and which was or is directly or indirectly related to the business of the Company, or which resulted or results from any work performed by any employee or agent thereof during the Term or for one (1) year after termination of the Executive's employment under this Agreement for any reason.

(b) The Executive agrees at all times promptly to disclose all Inventions in the Field to the Company, in such form and manner as the Company may reasonable require. The Executive further agrees to grant, assign and transfer to the Company or its designee, without any separate remuneration or compensation, the Executive's entire right, title and interest in and to all Inventions in the Field, together with all United States and foreign copyrights, patents, mask work rights or other intellectual property rights relating thereto, and at the Company's expense to execute and deliver all appropriate patent and copyright applications for securing United States and foreign patents and copyrights on Inventions in the Field and to perform all lawful acts, including giving testimony, and to execute and deliver all such instruments that may be necessary or proper to vest all such Inventions in the Field and patents and copyrights with respect thereto in the Company, and to assist the Company in the prosecution or defense of any interference which may be declared involving any of said patent applications, patents, copyright applications or copyrights.

(c) The Executive acknowledges that the Executive's work on and contributions to documents and other expressions in tangible media (collectively, "Works") are within the scope of the Executive's employment and part of the Executive's duties and responsibilities owed to the Company and its Affiliates, and are, and at all times shall be regarded as, "work made for hire" as that term is used in the United States Copyright Laws.

(d) In the event that the Executive fails to comply with **Section 9.04(b)**, the Executive hereby irrevocably appoints each person who may from time to time serve as President, Treasurer or Secretary of the Company as the Executive's attorney-in-fact with specific authority to execute, acknowledge, swear to, file and deliver any and all such instruments that may be necessary or proper to vest all such Inventions in the Field and patents and copyrights in the Company, including without limitation, any assignments of the Executive's interests in such patents or copyrights. The foregoing powers shall be irrevocable and shall be deemed powers coupled with an interest in recognition of the fact that each of the parties will be relying upon the power and authority of the Company's officers to take all actions necessary or appropriate to preserve and to carry out the other provisions of this Agreement.

Section 10. Restrictions on Activities of the Executive.

Section 10.01. Acknowledgments. The Executive and the Company agree that the Executive is being employed hereunder in an important capacity with the Company and that the Company is engaged in a highly competitive business. The Executive and the Company further agree that it is appropriate to place reasonable limits as set forth herein on the Executive's ability to compete with the Company to protect and preserve the legitimate business interests and goodwill of the Company. The Executive also acknowledges that acceptance of the benefits

granted under this Agreement is premised on the Executive's compliance with the Executive's obligations under this Agreement, including but not limited to, those in this **Section 10**. The Executive acknowledges that the Executive has been given ample time to revise this Agreement and negotiate modifications.

Section 10.02. General Restrictions.

(a) For purposes of this Agreement, "Restricted Period" shall mean the Term plus a period of twelve (12) consecutive months after the end of the Term. A business shall be considered "Competitive with the Company" if it is in the business of printing, publishing, and delivering newspapers and information contained therein via electronic media and selling advertising in connection therewith, if the Company or any of its Affiliates is then offering such media, products or services to its customers.

(b) Unless the restrictions set forth in this **Section 10.02(b)** are waived by the Company during the Restricted Period, the Executive will not, whether on the Executive's own behalf or for the account of another person or entity and regardless of whether the Executive is compensated therefor, engage, assist, or participate in or finance (or take active steps to prepare to engage, assist, or participate in or finance, or to accept an offer of employment or a contractual relationship to engage or participate in or finance), directly or indirectly, as principal, agent, officer, director, partner, advisor, employee, employer, consultant, investor or partner, or assist in the management or control of, or own any stock or any other ownership or financial interest in, any business that is Competitive with the Company. After the end of the Term, the covenant in this **Section 10.02(b)** shall restrict the Executive's conduct only in or with respect to the counties of Morgan, Lawrence, Lauderdale, and Colbert in the State of Alabama (the "Restricted Territory"). Notwithstanding the foregoing, the ownership of not more than two percent (2%) of the outstanding securities of any company listed on any public exchange or regularly traded in the over-the-counter market, if the Executive's involvement with any such company is solely that of a security holder, shall not constitute a violation of this **Section 10.02**.

Section 10.03. Non-Solicitation Covenants.

(a) During the Restricted Period, the Executive will not directly or indirectly, for the Executive or on behalf of another person or entity, solicit, or attempt to solicit, any officer, director, contractor, consultant, executive or employee of the Company or any of its Affiliates to leave, terminate or minimize such person's engagement or relationship with the Company or such Affiliate or to accept employment or an engagement or relationship elsewhere if so accepting would involve leaving, terminating or minimizing such person's employment, engagement or contractual relationship with the Company or such Affiliate. Nothing in this **Section 10.03(a)** shall be deemed to prohibit the Executive (1) from placing advertisements in newspapers or other media of general circulation advertising employment opportunities; or (2) from hiring persons who respond to such advertisements, provided that they were not otherwise solicited by the Executive in violation of this **Section 10.03(a)**.

(b) During the Restricted Period, the Executive will not directly or indirectly, for the Executive or on behalf of another, solicit, or attempt to solicit, any of the Company's or its Affiliate's customers or suppliers, or any of the Company's or its Affiliate's prospective

customers or suppliers that the Executive knew were being targeted by the Company or any of its Affiliates during the Term. Notwithstanding the foregoing, after the end of the Term the restriction in this **Section 10.03(b)** shall apply only to customers or suppliers or prospects with whom the Executive had material contact during the Term and nothing in this subparagraph (b) shall be deemed to prohibit the Executive from calling upon or soliciting a customer or supplier if such action relates solely to a business which is not Competitive with the Company. For purposes of this **Section 10.03(b)**, "material contact" with a customer, supplier or prospect includes (i) direct personal contact with such parties, (ii) direct supervision of other employees or personnel of the Company or one of its Affiliates who have direct personal contact with such parties, or (iii) substantial knowledge of or unrestricted access to non-public information about the Company's or its Affiliates' business relationships with or business strategies with respect to such parties.

Section 10.04. Notice to Future Employers. If the Executive leaves the employ of the Company for any reason, (a) the Executive shall, during the Restricted Period, inform any subsequent employer or business partner of the existence and provisions of **Section 10** of this Agreement and, if requested, provide a copy of those sections to such employer or business partner, and (b) the Company may, during the Restricted Period, notify any future employer or business partner of the Executive of the existence and provisions of those sections of this Agreement.

Section 10.05. THE EXECUTIVE REPRESENTS AND WARRANTS THAT THE KNOWLEDGE, SKILLS, AND ABILITIES THE EXECUTIVE POSSESSES AT THE TIME OF COMMENCEMENT OF THE EXECUTIVE'S EMPLOYMENT HEREUNDER ARE SUFFICIENT TO PERMIT THE EXECUTIVE, IN THE EVENT OF TERMINATION OF THE EXECUTIVE'S EMPLOYMENT HEREUNDER, TO EARN A LIVELIHOOD SATISFACTORY TO THE EXECUTIVE WITHOUT VIOLATING ANY PROVISION OF SECTIONS 9 OR 10, FOR EXAMPLE, BY USING SUCH KNOWLEDGE, SKILLS, AND ABILITIES, OR SOME OF THEM, IN THE SERVICE OF A PERSON OR ENTITY WHO OR WHICH IS NOT COMPETITOR OF THE COMPANY.

Section 11. Remedies. Due to the competitive nature of the business in which the Company is engaged, the parties acknowledge and agree that any breach of the provisions of **Section 9** or **10** of this Agreement is likely to result in irreparable injury to the Company and that the remedy at law alone will be an inadequate remedy for such breach, and that in addition to any other remedy that it may have, the Company shall be entitled to enforce the specific performance of this Agreement by the Executive and to seek both temporary and permanent injunctive relief (to the extent permitted by law) without the necessity of posting a bond or proving actual damages.

(a) Liquidated damages.

(b) No alleged breach of this Agreement by the Company or any purported violation of the law by it shall excuse the Executive from the restrictions imposed upon him by the provisions of **Section 9** and **Section 10**.

Section 12. Severable Provisions. The provisions of this Agreement are severable and the invalidity of any one or more provisions shall not affect the validity of any other

provision. If a court of competent jurisdiction determines that any provision of this Agreement or the application thereof is unenforceable in whole or in part in an applicable jurisdiction because of the duration or scope thereof, the parties agree that said court in making such determination shall have the power to reduce the duration and scope of such provision to the extent necessary to make it enforceable in the jurisdiction at issue. If the duration or scope of any provision is reduced by a court of competent jurisdiction, then the reduction in duration or scope shall only be applicable in the jurisdiction for which such reduction is required by law, and this Agreement shall be valid and enforceable in all other applicable jurisdictions to the full extent permitted by law.

Section 13. Notices. All notices hereunder shall be in writing and shall be deemed to have been duly given on the date of personal delivery; or on the date of electronic confirmation of receipt, if sent by facsimile transmission or electronic mail; or three (3) days after deposit in the United States mail, if mailed by certified or registered mail, return receipt requested (postage prepaid); or one (1) day after deposit with a reputable overnight courier for overnight delivery (delivery charges prepaid), as follows:

If to Company: **TENNESSEE VALLEY PRINTING COMPANY, INC.**
201 1st Avenue Southwest
Decatur, AL 35601
Attn: Mr. B. Clinton Shelton, III
Facsimile: (256) 340-2411

With copies (which shall not constitute notice to Company) to:

Maynard, Cooper & Gale, P.C.
1901-6th Avenue North, 2400 Regions/Harbert Plaza
Birmingham, AL 35203-2618
Attn: Daniel H. Markstein, III
Facsimile: (205) 254-1999

If to Executive: **Scott M. Brown**
3307 Loggers Place
Decatur, AL 35603
Facsimile: (256) _____
Email: _____

Any person or entity entitled to notice may change the address to which notices shall be delivered or sent to him or it by notice given in accordance with this **Section 13**.

Section 14. Miscellaneous.

Section 14.01. Amendment. This Agreement, including any provision contained herein, may not be amended, revised or waived, except by an instrument in writing signed by the parties hereto.

Section 14.02. Assignment and Transfer. This Agreement shall not be terminated by the merger or consolidation of the Company with or into any corporation or other entity or by the transfer of all or substantially all of the assets of the Company to any other person or entity. The provisions of this Agreement shall be binding on and shall inure to the benefit of any successor in interest to the Company. If the Company transfers all or substantially all of its assets to any person or entity, then the Company shall have the right to assign this Agreement to that person or entity, without obtaining the Executive's consent. Neither this Agreement nor any of the rights, duties or obligations of the Executive shall be assignable by the Executive.

Section 14.03. Captions. Captions herein have been inserted solely for convenience of reference and in no way define, limit or describe the scope or substance of any provision of this Agreement.

Section 14.04. No Conflicting Agreements. The Executive represents and warrants to the Company that (a) there are no restrictions, agreements, or understandings whatsoever to which the Executive is a party which would prevent or make unlawful the Executive's execution of this Agreement or the Executive's employment hereunder, (b) the execution of this Agreement and the Executive's employment hereunder shall not constitute a breach or violation of any law, contract, agreement or understanding, oral or written, to which the Executive is a party or by which the Executive is bound, (c) the Executive is free and able to execute this Agreement and to enter into employment with the Company, (d) the Executive has not violated nor is in violation of any law, regulation, rule, order, stipulation or the like that is relevant to the Company's business, and (e) this Agreement is the Executive's valid and binding obligation, enforceable in accordance with its terms.

Section 14.05. Attorneys' Fees. In the event that any suit or action is instituted arising out of or relating to this Agreement or the employment relationship between the parties, the prevailing party or the party that substantially prevails in such dispute shall be entitled to recover from the other party all fees, costs and expenses of such suit or action, including without limitation, reasonable fees and expenses of attorneys and accountants, and including, without limitation, all fees, costs and expenses of appeals.

Section 14.06. Governing Law; Waiver of Jury Trial.

(a) To the extent not preempted by ERISA, this Agreement shall be construed under and enforced in accordance with the internal substantive laws of the State of Alabama, without regard to its conflicts of law rules that might otherwise make the laws of another jurisdiction applicable.

(b) THE COMPANY AND THE EXECUTIVE HEREBY EXPRESSLY AND KNOWINGLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER THE COMPANY OR THE EXECUTIVE AGAINST THE OTHER WITH RESPECT TO THIS AGREEMENT AND ITS SUBJECT MATTER.

Section 14.07. Waiver. Except as provided herein, failure of either party to insist, in one or more instances, on performance by the other in strict accordance with the terms and conditions of this Agreement shall not be deemed a waiver or relinquishment of any right granted in this Agreement or of the future performance of any such term or condition or any other term or condition of this Agreement, unless such waiver is contained in a writing signed by the party making the waiver and specifically referencing this Agreement.

Section 14.08. 409A Compliance. This Agreement is intended in good faith to comply with the provisions of Section 409A of the Code and the regulations and other guidance promulgated thereunder (collectively, "Section 409A") with respect to certain payments, and to be exempt from Section 409A with respect to other payments. With respect to payments made, or to be made, hereunder upon a "termination of employment" that are subject to Section 409A, whether a "termination of employment" has occurred shall be determined in accordance with Treas. Reg. § 1.409A-1(b), as amended from time to time. Payments made hereunder that are subject to Section 409A may not be accelerated or delayed, except as specifically allowed under Section 409A. The Company shall not be liable for any taxes, interest or penalties that may arise in the event of a violation of Section 409A or otherwise.

Section 14.09. Independent Advice from Counsel. Each of the parties has received or has had the opportunity to obtain independent legal advice from legal counsel of his or its choice with respect to the advisability of entering into this Agreement and its terms. The terms of this Agreement are the result of negotiations between the parties, and the provisions of this Agreement shall be interpreted and construed in accordance with their fair meanings, and not for or against either party, regardless of which party may have drafted this Agreement or any specific provision.

Section 14.10. Entire Agreement. This Agreement shall constitute the entire agreement between the parties hereto with regard to the subject matter hereof and shall immediately supersede, and render void all prior agreements and understandings, whether written or oral, relating to the subject matter hereof between the Executive, on the one hand, and the Company or any of its Affiliates, on the other hand; and neither the Executive nor the Company will have any further rights or obligations thereunder, but instead all of the Executive's rights and obligations relating to or arising out of the Executive's employment, compensation, benefits, or severance shall be governed by this Agreement.

Section 14.11. Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed an original and both of which together shall constitute one instrument.

Section 14.12. ERISA Provisions. The Company and Executive intend that this Agreement be a non-qualified "top hat" plan of deferred compensation, as described under Sections 201(2), 301(a)(3) and 401(a)(1) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

- (a) The following provisions are intended to meet the requirements of ERISA.

- (i) The "Named Fiduciary" is the Company.
- (ii) The general corporate funds of the Company are the basis of payment of benefits under this Agreement.
- (iii) For claims procedure purposes, the "Claims Administrator" shall be the President or his or her designee.
- (iv) For claims procedure purposes, the "Appeals Fiduciary" means an individual or group of individuals appointed by the Claims Administrator to review any appeal of a claim for benefits payable due to Executive becoming Disabled.

(b) Notice of Denial. If Executive or a beneficiary is denied a claim for benefits under this Agreement (the "Claimant"), the Claims Administrator shall provide to the Claimant written notice of the denial within ninety (90) days (forty-five (45) days with respect to a denial of any claim for benefits due to Executive becoming Disabled) after the Claims Administrator receives the claim, unless special circumstances require an extension of time for processing the claim. If such an extension of time is required, written notice of the extension shall be furnished to the Claimant prior to the termination of the initial 90-day period. In no event shall the extension exceed a period of ninety (90) days (thirty (30) days with respect to a claim for benefits due to Executive becoming Disabled) from the end of such initial period. With respect to a claim for benefits due to Executive becoming Disabled, an additional extension of up to thirty (30) days beyond the initial 30-day extension period may be required for processing the claim. In such event, written notice of the extension shall be furnished to the Claimant within the initial thirty (30)-day extension period. Any extension notice shall indicate the special circumstances requiring the extension of time, the date by which the Claims Administrator expects to render the final decision, the standards on which entitlement to benefits are based, the unresolved issues that prevent a decision on the claim and the additional information needed to resolve those issues.

(c) Contents of Notice of Denial. If the Claimant is denied a claim for benefits under this Agreement, the Claims Administrator shall provide to such Claimant written notice of the denial which shall set forth:

- (i) the specific reasons for the denial;
- (ii) specific references to the pertinent provisions of this Agreement on which the denial is based;
- (iii) a description of any additional material or information necessary for the Claimant to perfect the claim and an explanation of why such material or information is necessary;

(iv) an explanation of this Agreement's claim review procedures, and the time limits applicable to such procedures, including a statement of the Claimant's right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on review;

(v) in the case of a claim for benefits due to Executive becoming Disabled, if an internal rule, guideline, protocol or other similar criterion is relied upon in making the adverse determination, either the specific rule, guideline, protocol or other similar criterion; or a statement that such rule, guideline, protocol or other similar criterion was relied upon in making the decision and that a copy of such rule, guideline, protocol or other similar criterion will be provided free of charge upon request; and

(vi) in the case of a claim for benefits due to Executive becoming Disabled, if a denial of the claim is based on a medical necessity or experimental treatment or similar exclusion or limit, an explanation of the scientific or clinical judgment for the denial, an explanation applying the terms of this Agreement to the medical circumstances or a statement that such explanation will be provided free of charge upon request.

(d) Right to Review. After receiving written notice of the denial of a claim, a Claimant shall be entitled to:

(i) request a full and fair review of the denial of the claim by written application to the Claims Administrator (or Appeals Fiduciary in the case of a claim for benefits payable due to Executive becoming Disabled);

(ii) request, free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim;

(iii) submit written comments, documents, records, and other information relating to the denied claim to the Claims Administrator or Appeals Fiduciary, as applicable; and

(iv) a review that takes into account all comments, documents, records, and other information submitted by the Claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

(e) Application for Review.

(i) If a Claimant wishes a review of the decision denying his or her claim to benefits under this Agreement, other than a claim described in paragraph (ii) of this Section 14.12(e), he or she must submit the written application to the Claims Administrator within sixty (60) days after receiving written notice of the denial.

(ii) If the Claimant wishes a review of the decision denying his or her claim to benefits under this Agreement due to Executive becoming Disabled, he or she must submit the written application to the Appeals Fiduciary within one-hundred and eighty (180) days after receiving written notice of the denial. With respect to any such claim, in deciding an appeal of any denial based in whole or in part on a medical judgment (including determinations with regard to whether a particular treatment, drug, or other item is experimental, investigational, or not medically necessary or appropriate), the Appeals Fiduciary shall:

(1) consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment; and

(2) identify the medical and vocational experts whose advice was obtained on behalf of this Agreement in connection with the denial without regard to whether the advice was relied upon in making the determination to deny the claim.

Notwithstanding the foregoing, the health care professional consulted pursuant to this Section 14.12(e) shall be an individual who was not consulted with respect to the initial denial of the claim that is the subject of the appeal or a subordinate of such individual.

(f) Hearing. Upon receiving such written application for review, the Claims Administrator or Appeals Fiduciary, as applicable, may schedule a hearing for purposes of reviewing the Claimant's claim, which hearing shall take place not more than thirty (30) days from the date on which the Claims Administrator or Appeals Fiduciary received such written application for review.

(g) Notice of Hearing. At least ten (10) days prior to the scheduled hearing, the Claimant and his or her representative designated in writing by him or her, if any, shall receive written notice of the date, time, and place of such scheduled hearing. The Claimant or his or her representative, if any, may request that the hearing be rescheduled, for his or her convenience, on another reasonable date or at another reasonable time or place.

(h) Counsel. All Claimants requesting a review of the decision denying their claim for benefits may employ counsel for purposes of the hearing.

(i) Decision on Review. No later than sixty (60) days (forty-five (45) days with respect to a claim for benefits due to Executive becoming Disabled) following the receipt of the written application for review, the Claims Administrator or the Appeals Fiduciary, as applicable, shall submit its decision on the review in writing to the Claimant involved and to his or her representative, if any, unless the Claims Administrator or Appeals Fiduciary determines that special circumstances (such as the

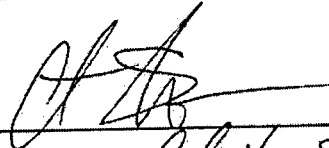
need to hold a hearing) require an extension of time, to a day no later than one hundred twenty (120) days (ninety (90) days with respect to a claim for benefits due to Executive becoming Disabled) after the date of receipt of the written application for review. If the Claims Administrator or Appeals Fiduciary determines that the extension of time is required, the Claims Administrator or Appeals Fiduciary shall furnish to the Claimant written notice of the extension before the expiration of the initial sixty (60) day (forty-five (45) days with respect to a claim for benefits due to Executive becoming Disabled) period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Claims Administrator or Appeals Fiduciary expects to render its decision on review. In the case of a decision adverse to the Claimant, the Claims Administrator or Appeals Fiduciary shall provide to the Claimant written notice of the denial which shall include:

- (i) the specific reasons for the decision;
 - (ii) specific references to the pertinent provisions of this Agreement on which the decision is based;
 - (iii) a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claimant's claim for benefits;
 - (iv) a statement of the Claimant's right to bring an action under Section 502(a) of ERISA following the denial of the claim upon review;
 - (v) in the case of a claim for benefits due to Executive becoming Disabled, if an internal rule, guideline, protocol or other similar criterion is relied upon in making the adverse determination, either the specific rule, guideline, protocol or other similar criterion; or a statement that such rule, guideline, protocol or other similar criterion was relied upon in making the decision and that a copy of such rule, guideline, protocol or other similar criterion will be provided free of charge upon request; and
 - (vi) in the case of a claim for benefits due to Executive becoming Disabled, if a denial of the claim is based on a medical necessity or experimental treatment or similar exclusion or limit, an explanation of the scientific or clinical judgment for the denial, an explanation applying the terms of this Agreement to the medical circumstances or a statement that such explanation will be provided free of charge upon request.
- (j) The Executive or other party claiming benefits under this Agreement must exhaust all administrative remedies described herein, including but not limited to the claims procedures and claims review procedures.
- (k) The Claims Administrator has the discretionary authority to determine all interpretative issues arising under this Agreement and the interpretations of the Claims

Administrator shall be final and binding upon Executive or any other party claiming benefits under this Agreement.

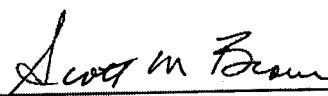
IN WITNESS WHEREOF, the parties hereto have duly executed this Executive Employment and Non-Competition Agreement as of the day and year first above written.

TENNESSEE VALLEY PRINTING COMPANY, INC.

By: 

Name: Chris Sutton

Title: Publisher 6-24-10

 6-24-10

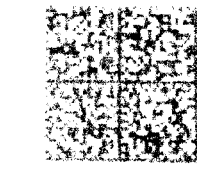
SCOTT M. BROWN



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ENERGY SERVICES

100 North
HARBERT PLAZA
LAPAMA 35203-2618



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U.S. Department of Labor
Employee Benefits Security Administration
Top Hat Plan Exemption
200 Constitution Avenue, NW, N-1513
Washington, DC 20210