

Cabot Christianson, Esq.  
Alaska Bar No. 7811089  
LAW OFFICES OF CABOT CHRISTIANSON, P.C.  
911 W. 8th Avenue, Suite 201  
Anchorage, Alaska 99501  
(907) 258-6016  
[cabot@cclawyers.net](mailto:cabot@cclawyers.net)

Attorneys for Debtor

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF ALASKA**

In re:	)	
	)	
ALASKA DISPATCH NEWS, LLC,	)	<b>Case No.: 17- 00285 -GS</b>
	)	
	)	Chapter 11
Debtor.	)	
_____	)	

**ORDER GRANTING  
MOTION FOR SALE OF ASSETS, FREE AND CLEAR OF LIENS,  
PURSUANT TO SECTION 363(f)**

Alaska Dispatch News, LLC (“Debtor”) filed a *Motion for Sale of Assets, Free and Clear of Liens, pursuant to Section 363(f)*, Docket 14, (“the Motion”) seeking authority to sell the Debtor’s newspaper assets to Binkley Company, LLC (“Binkley”) pursuant to the terms of an Asset Purchase Agreement (“APA”). A hearing on the Motion was held September 11, 2017.

Good cause appearing,

IT IS HEREBY ORDERED that the Motion is GRANTED, as follows:

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §157(b)(2)(A) and (M).

2. As evidenced by the affidavits of service on record, notice of the Motion was given to Northrim Bank, Birket Engineering, GCI, J. Birket, Inc., M&M Wiring Services, North Coast Electric Company, and Precision Maintenance & Fabrication, Inc., and to the matrix.

3. Notice of the hearing on the Motion was proper.

4. Debtor shall sell the Debtor's cash, receivables, inventory, intellectual property, business name machinery, equipment, and all other tangible personal property, pursuant to the Revised APA which is attached hereto as Exhibit A.

5. The proposed sale is free and clear of liens of all persons who receive notice of this application, *except that* (a) as part of the sale, Binkley shall be responsible for all prepaid subscriptions, as well as for all prepaid advertising, and (b) the sale is subject to the Municipality of Anchorage's personal property tax lien for 2017, and Binkley shall pay those taxes before October 31, 2017.

6. The purchase price is \$1,000,000, less \$1,000,000, which is the balance due on the amount due Binkley on account of the Debtor-in-Possession Credit Agreement ("DIP Loan Agreement") that this Court approved at Docket 53. The balance of the purchase price, is zero. However, to the extent that any adjustments at or after Closing occur that result in any proceeds, those proceeds shall be paid to the Debtor and shall not be disbursed except by further order of this Court. All claims and interests in the

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property sold shall attach to the same extent, and in the same order of priority, as existed in the underlying assets.

7. Notwithstanding anything else in the Revised APA or this Order, the terms of which Buyer can use the real property located at 1001 Northway Drive, Anchorage, Alaska (the “GCI Property”) shall be determined by an agreement between Buyer and GCI NADC, LLC (“GCI”), and, absent such agreement, nothing in this Order gives Buyer or any other party any right to use the GCI Property. For the avoidance of doubt, Buyer cannot use or remove the printing press or any other personal property of the Debtor located at the GCI Property unless it reaches an agreement with GCI concerning the use or removal of such property. Further, nothing in this Order or the Revised APA gives the Buyer, the Seller Parties, or their agents any rights to access, enter, or use the GCI Property absent the express agreement of GCI. All parties retain all of their rights under the adequate protection order entered at Docket 54.

8. The assets sold include personally identifiable information (“PII”), as defined at Section 101(41A). The sale authorized by this Order is entirely consistent with Debtor’s policy concerning the transfer of PII.

9. Binkley is a good faith buyer within the meaning of Section 363(m), and entitled to the protections afforded thereby.

10. With respect to the assets located at 5900 Arctic Boulevard, Binkley shall elect by September 21, 2017 as to which assets Binkley elects to acquire, and until such election shall remain a fiduciary.

Dated September 11, 2017.

/s/ Gary Spraker  
GARY SPRAKER  
United States Bankruptcy Judge

Approved:

/s/ Erik LeRoy  
Erik LeRoy  
Attorney for Binkley

/s/Kathryn Perkins  
Kathryn Perkins  
Attorney for U. S. Trustee

/s/ Peter A. Cal  
Peter A. Cal  
Attorney for GCI

Serve: Cabot C. Christianson, Esq.  
ECF Participants per NEF

LAW OFFICES OF CABOT CHRISTIANSON, P.C.  
911 WEST 8<sup>TH</sup> AVENUE, #201 • ANCHORAGE, ALASKA 99501  
(907) 258-6016 • Fax (907) 258-2026

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## ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "**Agreement**"), dated as of August 12, 2017, and as revised on September 11, 2017, is between Binkley Company, LLC, an Alaska limited liability company ("**Buyer**"), Alaska Dispatch News, LLC, an Alaska limited liability company ("**Seller**" or "**Debtor**"), AK Publishing, LLC, an Alaska limited liability company ("**Parent**") and Alice Rogoff ("**Rogoff**"). The Seller, Parent and Rogoff are together referred to in this Agreement as the "**Seller Parties**" and, each as a "**Seller Party**."

### RECITALS

- A. Alaska Dispatch News, LLC owns and operates the Alaska Dispatch News or ADN, a daily newspaper based in Anchorage, Alaska and businesses related thereto. This business conducted by Seller is referred to in this Agreement as the "**Business**."
- B. On August 12, 2017, Alaska Dispatch News, LLC filed a Chapter 11 case ("the Bankruptcy Case") in the United States Bankruptcy Court for the District of Alaska, Case No.17-00285.
- C. Buyer desires to purchase from Seller and Seller desires to sell to Buyer, on the terms and subject to the conditions of this Agreement, all of Seller's assets and properties (other than certain expressly excluded assets) in exchange for the consideration set forth in this Agreement, however, without debtor in possession financing, Seller will not be able to operate for the estimated 30 days needs to get to a hearing on sale of its assets to Buyer.
- D. Buyer has agreed to provide interim financing to Seller in the Chapter 11 process on the condition that such financing received a super-priority lien against all of Seller's assets which debtor in possession financing order must also grant to Buyer certain fees and reimbursements should a third party buyer present an offer which Buyer is unwilling to improve upon and such third party becomes the buyer of Seller's assets.
- E. The value Buyer provides is up to \$1,000,000 of debtor in possession financing which it is anticipated will be consumed within 30 days of the Petition Date, the continued employment and support of Seller's employees, customers and readers and the uninterrupted publication of Alaska's largest newspaper, unless a third party buyer offers to purchase Seller's assets for more than the debtor in possession loan balance, Buyer's expenses up to \$100,000 and a fee to Buyer of 3% of the final sale price.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Buyer and the Seller Parties agree as follows:

### ARTICLE I

#### CERTAIN DEFINITIONS

As used in this Agreement, the following terms have the meanings specified in this Article I:

**"Claim"** means any claim, complaint, suit, action, cause of action, audit, proceeding or investigation by or before any Governmental Authority.

**"Closing"** means the consummation of the transactions contemplated by this Agreement.

**"Closing Date"** means the date on which the Closing occurs which will be 15 days following entry of a final order authorizing this sale under 11 U.S.C. 363 of the U.S. Bankruptcy Code by the Bankruptcy Court for the District of Alaska .

**"Debtor"** means Alaska Dispatch News, LLC

**"Debtor in Possession Financing Agreement or Loan"** means a loan or loans provided the Debtor by Buyer pursuant to an agreement approved by the Bankruptcy Court.

**"Governmental Authority"** means any federal, state or local governmental, regulatory or administrative authority, agency, commission, court, department, tribunal, arbitral body or arbitrator.

**"Intellectual Property"** means (a) all copyrights, trademarks, service marks (whether registered or unregistered), trade secrets, Internet domain names, web sites, databases, know-how, slogans and logos, (b) all technical data, designs, drawings, maps, plans, blueprints, schematics, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals, (c) all computer software and firmware (including data and related documentation and programs), and (d) all copies and tangible embodiments thereof (in whatever form or medium).

**"Inventories"** means all inventories of Sellers, wherever located, including all finished goods, work in process, raw materials, spare parts and all other materials and supplies to be used or consumed by Seller in the Business.

**"Knowledge of Seller"** means the actual knowledge of Rogoff. **"Law"** means any federal, state, local, municipal or other law, statute, ordinance, rule, regulation, code or executive order.

**"Liability"** means any liability or obligation of any kind, whether known or unknown, choate or inchoate, secured or unsecured, accrued, fixed, contingent, absolute or otherwise and including, without limitation, any indebtedness.

**"Lien"** means any lien, liability, claim, charge, pledge, mortgage, security interest, obligation, right of first refusal, easement, restriction or other encumbrance of any nature whatsoever.

**"Order"** means any order, judgment, injunction, award, decree or ruling handed down, adopted or imposed by any Governmental Authority.

**"Parties"** means Buyer on one hand, and the Seller Parties on the other, and **"Party"** means each of them.

“**Person**” means any individual, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Authority or other entity.

“**Petition Date**” The day of the docketing of a bankruptcy petition in the Bankruptcy Court for the District of Alaska under the U.S. Bankruptcy Court

## ARTICLE II

### SALE AND PURCHASE OF ASSETS

2.1 Agreement to Sell and Purchase. Subject to the terms and conditions set forth in this Agreement, and except to the extent excluded by the provisions of Section 2.2, at the Closing, Seller shall sell, convey, transfer, assign and deliver to Buyer, and Buyer shall purchase from Seller, free and clear of all Liens, all right, title and interest in and to all of the assets, properties and rights, whether tangible or intangible and wherever located, used or held for use by Seller in the conduct of the Business (collectively, the “**Purchased Assets**”), including the following:

- (a) all cash and accounts receivable;
- (b) all machinery, equipment, tools, fixtures, leasehold improvements, computer hardware, supplies, materials, Inventories, and other items of tangible personal property of every kind owned or leased by Seller; subject, however to the provisions of Section 2.9 herein concerning the personal property located at Northway Drive, and Section 2.10 herein concerning the personal property located at 5900 Arctic Blvd;
- (c) all Intellectual Property including all rights to the names “Alaska Dispatch News,” “Alaska Dispatch,” “Anchorage Daily News,” “The Anchorage Times,” “ADN,” and related derivations of each of the foregoing and all domain names;
- (d) all of Seller’s rights in and to all files, documents, records, financial statements and data relating to the Business. After Closing, Seller will provide copies of Seller’s tax returns to the extent reasonably required by Buyer
- (e) contracts, licensing agreement, IT contracts, other use agreement which Buyer elects to acquire.
- (f) the business name Alaska Dispatch News, LLC, Anchorage Daily News, LLC & Anchorage Daily News, Inc.
- (g) certificated vehicles (see Article II.6(a)(ii))

2.2 Excluded Assets. The Purchased Assets shall expressly exclude the following assets (collectively, the “**Excluded Assets**”):

- (a) the name and other Intellectual Property associated with Seller’s “Show Me Alaska” and “Arctic Now” projects;

(b) the corporate seals, organizational documents, minute books, books of account or other records having to do with the organization of Seller, and any other books and records which Seller is prohibited from disclosing or transferring to Buyer under applicable Law and is required by applicable Law to retain.

2.3 Transaction Consideration. The total consideration for the Purchased Assets (the "**Transaction Consideration**") shall consist of a payment by Buyer to Seller of \$1,000,000 less all funds provided to Debtor under a Debtor in Possession Loan by Buyer, subject to Buyer's option to withdraw for any reason at any time, potentially before completion of the debtor in possession loan commitment of \$1,000,000. If Buyer terminates this Agreement for any reason any remaining payment obligation to Seller is terminated (the "**Closing Cash Payment**").

2.4 Debtor in Possession Loan. Seller and Buyer have or will enter into a Debtor in Possession loan agreement which will provide loans of \$200,000 each seven days beginning on the day of entry of an order approving the debtor in possession financing to a total of \$1,000,000. Within three days of entry of an order approving debt in possession financing, Buyer will instruct Seller's manager to pay current the employee Premiera health insurance premium. Pursuant to that agreement and the order approving that agreement, (i) Buyer will receive a first position super priority lien in all of Seller's assets; (ii) if Buyer is not determined by the Bankruptcy Court to be the successful bidder and purchaser of Seller's assets, Buyer will receive a "breakup" fee of 3% of the successful sale price for Seller's assets, reimbursement of its expenses up to \$100,000, repayment of its loan to the Seller with interest at 5% per annum; (iii) Buyer will have the right to choose not to advance any loan subsequent to the first \$200,000 and withdraw its offer to purchase under this Agreement for any reason.

2.4 Section 363 Sale. Buyer is acquiring the Purchased Assets through a sale under 11 U.S.C. 363(f) of the U.S. Bankruptcy Code. The sale will be free and clear of the interests in such Purchased Assets of any Person included but not limited to Northrim Bank, J. Birket, GCI, Arctic Partners, LLC and any other Person asserting a lien on or against any of the Purchased Assets. Seller will file a motion seeking approval of such sale at a hearing to be held in the Bankruptcy Court in Anchorage, Alaska no later than September 12, 2017. At any time before or at that hearing Buyer may withdraw its offer to purchase under this Agreement for any reason.

2.5 Closing; Conditions to Closing. The Closing shall take place upon satisfaction of the conditions set forth below at the offices of Buyer's legal counsel at 510 L Street, Suite 500 Anchorage, Alaska. If the Closing has not occurred by September 30, 2017, unless extended by Buyer, this agreement will terminate.

2.6 Closing Undertakings.

(a) At the Closing, Seller shall deliver to Buyer: (i) a Bill of Sale and conveyance documents for the Purchased Assets, (ii) transfers of motor vehicles, and (iii) such other items that may be reasonably requested by Buyer to effectuate the Closing, including evidence satisfactory to Buyer that any security interests in the Purchased Assets have been released.

(b) At the Closing, Buyer shall deliver to Seller the Closing Cash Payment.

(c) Assuming that (1) the sale contemplated by this Agreement is approved by the Bankruptcy Court is approved at the September 11, 2017 hearing in the Bankruptcy Case, (2) such approval includes a

finding that Buyer is a good faith purchaser within the meaning of Section 363(m), and (3) there is no stay in place preventing the sale, then Closing shall occur on or about September 14, 2017. Buyer shall be responsible for the approximately \$380,000 payroll due September 22, 2017 on account of the two week pay period ending September 14, 2017, and such amount shall not be included in the Buyer's DIP loan amount or a credit to the Transaction Consideration set forth herein.

2.7 Transfer Taxes. Responsibility for the filing of all necessary tax returns and other documentation with respect to any Transfer Taxes owing in respect of the sale of the Purchased Assets pursuant to this Agreement and the payment of all such Transfer Taxes shall be borne by Seller.

2.8 Manager Appointment. Debtor will appoint a manager of Buyer's choice effective immediately following the filing of the bankruptcy petition

2.9 Personal property located at Northway Drive. Buyer currently has a short-term rental arrangement with GCI, the landlord at Seller's Northway Drive facility terminating at the latest December 12, 2018, and is acquiring the property listed in Schedule X, attached. When Buyer vacates the GCI premises it will remove the property on Schedule X identified with an asterisk and will leave all other property it acquires in the Agreement for removal by Seller Parties. Buyer will cooperate with the Seller Parties, and grant those parties and their agents access to the premises, for the purpose enabling the Seller Parties to remove the press and equipment from the premises after Buyer's use of those items is completed. Before October 1, 2017, Buyer will determine whether it is unable to either utilize the property in place or cost effectively move the property and provide notice of what it is removing from and what it is leaving in the 5900 Arctic Drive location.

2.10 Personal property located at 5900 Arctic Drive. Buyer is acquiring the property listed on Schedule X, attached, but, before October 1, 2017, Buyer will determine whether it is unable to either utilize the property in place or cost effectively move the property and provide notice of what it is removing from and what it is leaving in the 5900 Arctic Drive location.

2.11 Transitioning employees. The process for transitioning employees is as follows. Buyer may offer employment to whichever of Debtor's current employees Buyer desires. Employees who accept such offers will become employees of the Buyer. Debtor's employees whom Buyer do not desire to employ, or who do not accept Buyer's offer of employment, shall be terminated according to Debtor's severance policies. Buyer shall fund Debtor's payroll, post-closing, and health insurance and other benefits, until such time as all of Debtor's employees have either become Buyer's employees or who have been paid their severance pay. Buyer shall prepare and file all state and federal tax returns on behalf of the Debtor, for the periods that include the time after closing and until Debtor no longer has any employees. These payments are not included in the Transaction Consideration.

### ARTICLE III

#### REPRESENTATIONS AND WARRANTIES OF SELLER PARTIES

Seller Parties represent and warrant to Buyer as follows:

3.1 Organization and Authority. Seller and Parent are each limited liability companies duly formed, validly existing and in good standing under the laws of the State of Alaska. Each of

Seller and Parent has all limited liability company power and authority, and received all entity authorizations, necessary to execute and deliver this Agreement and perform its obligations hereunder.

3.2 Binding Effect. This Agreement has been duly executed and delivered by each Seller Party, and constitutes the legal, valid and binding obligation of each Seller Party, enforceable against such Seller Party in accordance with its terms.

3.3 No Conflict; Consent.

(a) Neither the execution and delivery by Seller Parties of this Agreement nor the consummation or performance of any of the transactions contemplated hereby, will (i) breach any provision of Seller's or Parent's articles of formation or operating agreement; (ii) breach any Law, Order or Permit to which a Seller Party or any of the Purchased Assets may be subject; or (iii) result in the imposition or creation of any Lien upon or with respect to any of the Purchased Assets.

(b) No consent, approval or authorization of, filing or registration with, or notice to, any Person (including any Governmental Authority) is required in connection with the execution and delivery by Seller Parties of this Agreement or the consummation or performance by Seller Parties of any of the transactions contemplated by this Agreement, other than Bankruptcy Court Approval.

3.4 Liabilities. To the Knowledge of Sellers, the Seller Parties have fully and completely disclosed to Buyer all liabilities and the character and priority of Seller's liabilities.

3.5 Purchased Assets.

(a) The Purchased Assets constitute all of the property (intangible, as well as tangible) necessary for the operation of the Business.

(b) Seller Parties have, and at the Closing, with the Order Approving the Sale under Section 363(f) Buyer will acquire, good and marketable title to all of the Purchased Assets free and clear of any and all Liens, as set forth in the order of the Bankruptcy Court approving the contemplated sale.

(c) All of the Purchased Assets are owned by, in the possession of and under the control of Seller Parties.

(d) To the Knowledge of Sellers, the use of the Purchased Assets does not infringe or otherwise violate the rights (including the Intellectual Property rights) of any third party; and no third party is challenging, infringing or otherwise violating any right (including the Intellectual Property rights) of Sellers in any of the Purchased Assets.

3.6 Compliance. To the Knowledge of Sellers, Seller is in compliance, in all material respects, with all applicable Laws affecting the Purchased Assets and the operation of the Business, except to the extent of potential breach of laws arising from nonpayment of any of ADN's debts.

3.7 Litigation. Except for the claims asserted by (i) GCI with regard to the GCI Lease, (ii) claims and lien foreclosure actions arising from the Arctic Road Lease and debts incurred in relation to the construction of improvement to the Arctic Road Facility, (iii) the complaint filed by Catalyst Paper (USA), Inc. for payment (iv) the complaint filed by Tony Hopfinger, Sellers are not aware of any Claims pending or threatened in writing against or involving Seller, the Business or any of the Purchased Assets. There are no Claims pending or threatened that purport to enjoin or restrain the transactions contemplated by this Agreement. Neither the Seller nor the Purchased Assets are subject to any outstanding Orders. Sellers Motion for Sale under Section 363 will specifically request sale of the Purchased Assets be free and clear of these claims.

3.8 Tax Matters. The Municipality of Anchorage tax returns were filed for 2017, and the taxes owed on August 31, 2017 and October 31, 2017 are included in the list of accounts payable. All tax returns required to be filed by or on behalf of Seller or the Purchased Assets have been timely filed, and all such tax returns are and were correct and complete. Except as stated above, Seller has paid all taxes that are currently or have been due (whether or not shown on any tax return) from Seller or with respect to the Purchased Assets.

3.9 Environmental. There are no Claims against Seller relating to an alleged or actual breach of Environmental Laws. To the Knowledge of Seller, the Purchased Assets, the real property subject to the Assumed Leases and Seller's operation of the Business are, and have been, in material compliance with all Laws relating to the protection of human health and the environment and worker safety (collectively, "**Environmental Laws**"), including the possession of all permits, licenses and authorizations required under Environmental Laws. Seller has not discharged, spilled, disposed, or otherwise released any Hazardous Substances, as defined or regulated under Environmental Laws, except in accordance with all applicable Environmental Laws, and Seller is not liable under Environmental Laws for the cleanup, remediation or other Claims arising out of the release, management or disposal of Hazardous Substances, except as provided for by the terms of the Assumed Leases.

## ARTICLE IV

### REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller Parties as follows:

4.1 Organization and Authority. Buyer is a limited liability company, duly formed and validly existing under the laws of the State of Alaska. Buyer has all necessary limited liability company power and authority to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby, and such action has been duly authorized by all necessary limited liability company action.

4.2 Binding Effect. This Agreement has been duly executed and delivered by Buyer, and this Agreement constitutes the legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with its terms.

4.3 No Conflict.

(a) Neither the execution and delivery by Buyer of this Agreement nor the consummation or performance of any of the transactions contemplated hereby, will (i) breach any provision of Buyer's articles of formation or operating agreement or (ii) breach any Law or Order to which Buyer may be subject.

(b) No consent, approval or authorization of, filing or registration with, or notice to, any Person is required in connection with the execution and delivery by Buyer of this Agreement or the consummation or performance by Buyer of any of the transactions contemplated by this Agreement.

4.4 Litigation. There are no Claims pending or threatened against or involving Buyer purporting to enjoin or restrain the execution, delivery or performance of this Agreement or the consummation of the transactions contemplated by this Agreement.

**ARTICLE V**

**POST-CLOSING COVENANTS AND AGREEMENTS**

5.1 Name Changes. Within fifteen Business Days following the Closing:

(a) Seller will change its name to something that does not include Alaska Dispatch News or anything reasonably similar to that name or to the other names set forth in Section 2.1(c) and will cease using all of the foregoing names;

(b) Parent will change its name to something that does not include "AK," "Alaska" or any similar designation (or anything similar to the names in Section 2.1(c)); and

(c) Rogoff will cause Alaska Dispatch Publishing LLC to change its name to something that does not include "Alaska Dispatch" or anything else that is similar to the names in Section 2.1(c).

5.2 Lien Avoidance Seller agrees to file a motion or adversary action in the Bankruptcy Court to remove of any Lien filed against any assets being acquired in the Agreement avoidable under any provision of the Bankruptcy Code and will be responsible for all costs and expenses of such action.

5.3 Employees. Buyer contemplates offering employment to Seller employees. Seller Parties agree to assist Buyer in the employee transition process. Any Seller employees hired by Buyer will be hired on an at-will basis. Buyer is not assuming any pre-Closing Liabilities of Seller to its employees, even if such employees are hired by Buyer.

5.4 Non-Competition. Each Seller Party agrees that, without Buyer's consent (which Buyer can grant or refuse in its sole discretion), for a period of three years following the Closing Date such Seller Party will not, directly or indirectly, own, invest in, operate, maintain, consult with or be employed by (in the case of Rogoff), any (i) newspaper, magazine, journal or other print or digital media that principally focuses on the State of Alaska or any communities or geographies

therein or on the Arctic region or (ii) any commercial printing business that operates anywhere in the State of Alaska. If Buyer has reason to believe a Seller Party has breached, threatened to breach or is about to breach any of the provisions of this Section 5.4, Buyer may seek judicial rulings and equitable relief to prevent or restrain any such breach or threatened breach. Equitable relief shall include, but not be limited to, temporary restraining orders, preliminary injunctions, and permanent injunctions, without the necessity for posting bond or other security, the protection of which is hereby expressly waived. To the extent any of the provisions under Section 5.4 of this Agreement are subsequently determined to be unreasonable or unenforceable by a court of competent jurisdiction, Buyer and Seller Parties agree to seek judicial reformation of such provisions in order to establish reasonable and enforceable provisions of comparable effect. Nothing in this Section 5.4 shall be construed to limit or otherwise restrict Seller Parties from continuing to operate the Show Me Alaska and Arctic Now websites consistent with the manner operated prior to Closing, specifically including the use of original content. Seller Parties may continue to operate and monetize Arctic Now as a service collecting, selling and creating Arctic stories and Show Me Alaska as a travel planning and booking website.

## ARTICLE VI

### SURVIVAL

6.1 Survival. All representations and warranties made in this Agreement will survive the Closing for two years. All covenants and agreements made in this Agreement which by their terms are to be performed after the Closing will survive the Closing without any time limitation (provided, however, that those covenants and agreements which by their express terms are to be performed within a limited period after the Closing will survive the Closing for such limited period).

## ARTICLE VII

### MISCELLANEOUS

7.1 Governing Law and Venue. This Agreement and all transactions under it will be governed by the laws of the State of Alaska or the U.S. Bankruptcy Code, as each might apply, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction. Each of Buyer and Seller Parties submit to the jurisdiction of the U.S. Bankruptcy Court for the District of Alaska in any action or proceeding arising out of or relating to this Agreement and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Each of Buyer and Seller Parties also agree not to bring any action or proceeding arising out of or relating to this Agreement in any other court.

7.2 Notices. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be delivered personally, sent by e-mail transmission or sent by overnight courier or certified, registered or express mail, postage prepaid. Any such notice shall be deemed given when so delivered personally or sent by e-mail transmission or, if mailed, five days after the date of deposit in the United States mails, as follows:

(a) if to Seller Parties, to:

Alaska Dispatch News, LLC

AK Publishing, LLC

& Alice Rogoff, Publisher

3806 North Point Drive

Anchorage, Alaska 99502

Email: [alice@alaskadispatch.com](mailto:alice@alaskadispatch.com)

with a copy to:

Birch Horton Bittner & Cherot

Attention: William H. Bittner

510 L Street, Suite 700

Anchorage, AK 99501

E-mail: [wbittner@bhb.com](mailto:wbittner@bhb.com)

(b) if to Buyer, to:

Binkley Company, LLC Attention: Ryan Binkley

1062 Chena Pump Rd

Fairbanks, Alaska 99709

E-mail: [ryanbinkley@gmail.com](mailto:ryanbinkley@gmail.com)

with a copy to:

Stoel Rives LLP

Attention: John D. Kauffman

510 L Street, Suite 500

Anchorage, Alaska 99501

E-mail: [john.kauffman@stoel.com](mailto:john.kauffman@stoel.com)

Erik LeRoy PC

500 L St., Ste 302

Anchorage, AK 99501

Email: [erik@alaskanbankruptcy.com](mailto:erik@alaskanbankruptcy.com)

Any Party may by notice given in accordance with this Section 7.2 to the other Parties designate another address or Person for receipt of notices under this Agreement.

7.3 Fees and Expenses. Except as expressly set forth in this Agreement, each Party shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement.

7.4 Risk of Loss. As of the consummation of the Closing and subject to the terms and conditions of this Agreement, beneficial ownership and the risk of loss of the Purchased Properties will pass from Sellers to Buyer effective from and after Closing.

7.5 Attorney Fees. If any suit or action is instituted to interpret or enforce the provisions of this Agreement or otherwise with respect to the subject matter of this Agreement, the party prevailing on an issue will be entitled to recover with respect to such issue, in addition to costs, reasonable attorney fees incurred in the preparation, prosecution, or defense of such suit or action as determined by the trial court, and, if any appeal is taken from such decision, reasonable attorney fees as determined on appeal.

7.6 Entire Agreement. This Agreement and the documents referred to herein embody the entire agreement and understanding of the Parties and supersede any and all prior agreements, arrangements and understandings relating to matters provided for herein.

7.7 Limitations on Representations and Warranties. Except for the express and specific representations and warranties of Seller Parties in this Agreement and the documents delivered by the Seller Parties at Closing, Seller Parties expressly disclaim and negate, and Buyer hereby waives, as to the Purchased Assets (a) any implied or express warranty of merchantability, (b) any implied or express warranty of fitness for a particular purpose, and (c) any implied or express warranty of freedom from defects, whether known or unknown, it being the express intention of Buyer and Seller Parties that the Purchased Assets in which Seller Parties have any interest are being accepted by Buyer, "as is, where is, with all faults" and in their present condition and state of repair.

7.8 Amendments and Waivers. This Agreement may be amended, superseded, canceled, renewed or extended only by a written instrument signed by Buyer and the Seller Parties. The terms of this Agreement may be waived only by a written instrument signed by the Party waiving compliance, and no such waiver will be applicable except in the specific instance for which it is given. No failure or delay on the part of any Party in exercising any right, power or privilege under this Agreement shall operate as a waiver of any such right, power or privilege, nor shall any waiver on the part of any Party of any such right, power or privilege, nor any single or partial exercise of any such right, power or privilege, preclude any further exercise of any such right, power or privilege or the exercise of any other such right, power or privilege.

7.9 Assignment; Successors; No-Third Party Beneficiaries. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by any Seller Party without the prior written consent of Buyer. Buyer can assign its rights hereunder without Seller Parties' consent (a) to any Affiliate of Buyer or (b) to any subsequent purchaser of the Business. Subject to the preceding sentence, this Agreement shall apply to, be binding in all respects upon, and inure to the benefit of the Parties and their respective successors and assigns. Except as expressly set forth in Section 7.2 and 7.3, nothing expressed or referred to

in this Agreement shall be construed to give any Person other than the Parties any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement.

7.10 Interpretation; Rules of Construction.

(a) The words “include,” “includes” and “including” when used herein will be deemed in each case to be followed by the words “without limitation.” The symbol “\$” when used herein will be deemed in each case to mean lawful money of the United States of America. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. Each reference herein to a law, statute, regulation, document or contract will be deemed in each case to include all amendments thereto.

(b) The Parties acknowledge and agree that: (i) each Party and its counsel reviewed and negotiated the terms and provisions of this Agreement and have contributed to its revision; (ii) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement; and (iii) the terms and provisions of this Agreement shall be construed fairly as to all of the Parties, regardless of which Party was generally responsible for the preparation of this Agreement.

7.11 Severability. If any court or Governmental Authority shall hold any provision of this Agreement to be invalid, illegal, or unenforceable under any applicable Law, then, so long as no Party is deprived of the benefits of this Agreement in any material respect thereby, this Agreement shall be construed as though the invalid, illegal, or unenforceable provision shall have been deleted; and the validity, legality, and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby.

7.12 Counterparts; Electronic Delivery of Signature Page. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed signature page to this Agreement by e-mail will have the same binding effect as delivery of a hard copy original of such executed signature page.

[signature page follows]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the day and year first above written.

**SELLER PARTIES:**

**ALASKA DISPATCH NEWS, LLC**

By:   
\_\_\_\_\_  
Alice Rogoff, Manager

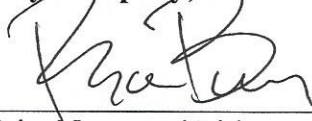
**AK PUBLISHING, LLC**

By:   
\_\_\_\_\_  
Alice Rogoff, Manager

  
\_\_\_\_\_  
Alice Rogoff

**BUYER:**

**Binkley Company, LLC**

By:   
\_\_\_\_\_  
Print Name and Title: MANAGER

Schedule X to APA 8/31/17

**I. Assets being acquired in the Northway location (All of Alaska Dispatch News, LLC's assets at the Northway location shall be acquired; including assets that may not be on this list)**

Goss HO offset press and all accessories to the press

Electric pallet jacks (2), and lifts  
Fork lifts & paper clamps (2)

Insertor -- GMA with paper conveyors, and SLS1000\*

NP carts, and DC carts  
Ladders  
Air Compressors & dryers  
Conexes  
Vending machines  
Desks computers  
Office equipment  
Carts

2-10' roller belts

1-6' roller belt

HP Plotters (2) and light table

4- bottom wraps 2-vipers, 2 power straps

3- Quipp stackers

1- NP5000 dynaric strapper

2- NP1500 dynaric strappers

2- Accraply FPN applicators

2- off line strappers

Scitex/ Kodak printer, and computer

Encoders, and Tachometers

Kirk/ Rudy label base

Mail equipment- tubs, lids, and bags

Screen plate setters and computers/monitors

Jogging boards

3-tables

Battery chargers (2)

2- gravity conveyors

Bottom wrap

Strap

Steel banding, and cart

Pallet wrap

spare belting, and parts from warehouse

all paper

Misc equipment

Harris parts (tool room)

Machine shop equipment

Paper cyclone, chopper and ducting

Motors

All Tools, Tool cabinets, manuals

All inventory of packaging related

supplies- bottom wrap, strapping, shrink wrap, etc

Pallet jacks, Ergo lifts, and standard jacks

**II. Assets being acquired at Arctic location, absent an election by Binkley to contrary; such election shall be documented in writing which shall be transmitted to Seller, and the U. S. Trustee, on or before September 21, 2017):**

Urbanite press including:	documentation
Columbus IN 850/Urbanite press equipment, including	Inserter -- Harris 1472 with paper conveyors
12DGM 850 Unites 22-3/4" cutoff;	I strapper
V30 Press plus accessories,	All paper
MBO Folder	bottom wrapper
Goss Urbanite Unites 22-3/4" cutoff;	Conexes
Urbanite folder with Quarter folder	Air compressor and dryer
Urbanite upper former	Vending machines
DGM Folder with 1 high former	gravity conveyor
6 Jardis Pastors	Challenge cutter
Enkel splicer	2 Rima stackers and conveyors
	Tools and tool cabinets
CCI auto Register system with motorization and camera for (4) webs	9 each ink pumps
	Fork lift & paper clamp (1)
GGMI remote inking and preset system	Sticher trimmer & stacker
pressroom products spray dampening system	V-30 condenser
	Misc equipment
	Tools and machine shop equipment
all ink pumps	
spare parts, drawings & press	