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

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

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

Alaska Dispatch News, LLC (“Debtor”) applies for authority to sell the newspaper assets described herein to Binkley Company, LLC (“Binkley”) on the terms set forth in the Asset Purchase Agreement (“APA”) attached hereto as Exhibit A.

Background

Debtor operates the largest newspaper in Alaska. Recent operating losses, and an eviction action filed by landlord GCI Communications have put ADN on the operational and financial brink, as set forth in more detail the *Declaration of Alice Rogoff*, Docket 12 (“the Declaration”). ADN filed Chapter 11 on Saturday, August 12, 2017.

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The Chapter 11 was filed in order to effect a sale of the newspaper. The proposed buyer is the Binkley Company, LLC (“Binkley”). Binkley is headed by Ryan Binkley and Jason Evans. As set forth in paragraph 27 of the Declaration, Jason Evans is currently the President/CEO of Rural Energy Enterprises, and the owner of Financial, Inc., a business consulting firm. He is also the owner of Alaska Media, LLC, which publishes the Arctic Sounder, the Bristol Bay times, the Dutch Harbor Fisherman, and the Homer Tribune Newspapers. Mr. Evans was formerly the COO of Alaska Growth Capital, a subsidiary of Arctic Slope Regional Corporation.

As set forth in paragraph 28 of the Declaration, Ryan Binkley, is a shareholder and CEO of the Binkley Family Companies. A fourth generation Alaskan, he grew up in Bethel and Fairbanks.

There is no business, personal or financial connection between Alice Rogoff on the one hand and Binkley or its owners on the other hand.

Description of the APA

The APA covers all of the assets used by Debtor in connection with Debtor’s operation, including Debtor’s cash, receivables, inventory, intellectual property, business name machinery, equipment, and all other tangible personal property. The intent of the parties is that Debtor will not assume and assign to Binkley any of the three of Debtor’s leases. Binkley Company will pay Lessors for its post-petition use of the C Street and GCI Communications leases and seek alternative leases.

The sale does include the printing equipment located, and other property, located at the Arctic Blvd and the GCI locations. Binkley will, between the time this Motion is

filed and the hearing thereon, negotiate a suitable arrangement with GCI and the Debtor's C. St. Landlord. If Binkley is unable to reach such agreements, then the proposed sale may not go forward

The proposed sale is free and clear of liens of all persons who receive notice of this application. However, as part of the sale, Binkley will be assuming responsibility for all prepaid subscriptions, as well as for all prepaid advertising.

The purchase price is \$1,000,000. This purchase price will be applied first to amounts owed on account of the DIP loan, with the balance going to the bankruptcy estate. If, as expected, the balance due on the DIP loan is at or near \$1,000,000, then the net sale proceeds going to the estate will be nil. Normally, this would make the sale exercise pointless, but in this case, a successful sale would mean that the newspaper would continue in business.

Debtor believes that there is a strong public interest in Anchorage having a print newspaper. The newspaper is an important source of local news, community events, sports events, entertainment schedules, and the like. It is a forum for members of the community to express their views on all subjects. The newspaper is an important advertising medium for everything from real estate to cars to groceries. Local businesses use newspapers to hire employees, and persons needing jobs do the same. Although the internet is a formidable economic competitor for print newspapers, internet news sites and on-line blogs are not a substitute for print newspapers role in being part of the fabric of a community. As Alice Rogoff stated in paragraph 24 of her Declaration, "At stake are the livelihoods of employees, contractors and vendors, but also the continuing

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existence of a deeply rooted civic institution that plays a critical role in having an informed citizenry and that provides a town square for all Alaskans”

There is another reason for seeking court approval of the APA, and that is the possibility that other bidders may appear. As described in paragraph 25 of the Declaration, Debtor put together a comprehensive information packet for interested parties. The company conducted in-depth due diligence meetings with several highly interested potential purchasers, each of whom has invested considerable resources to visit the company premises, interview key employees, and analyze financials in detail. Two of the potential purchasers have indicated that a process which would provide them with additional time, finality and freedom from encumbrances would enhance their ability to put together a purchase offer.

If other interested parties do appear, then it is likely that there would be net proceeds to the bankruptcy estate.

The parties recognize that Binkley’s advance of DIP funds exposes Binkley to some risk, if the sale failed to materialize for any number of reasons. In order to induce Binkley to enter into the DIP Loan Agreement, the APA provides, at Section 3.03, a “breakup” fee equal to 3% of the final purchase price, plus reimbursement of expenses up to \$100,000. Court approval of this breakup fee and expense reimbursement is a condition of Buyer making DIP Loan advances after the initial \$350,000 advance.

Debtor has communicated with the office of the United States Trustee, who has indicated that, under the circumstances, it does not oppose this breakup fee or expense reimbursement.

If there are net sale proceeds in excess of the amount due under the DIP Loan Agreement, then all liens and interests in the assets sold shall attach, to the same extent and in the same order of priority, as in the underlying assets, with there to be no disbursement of those proceeds except by further Court order. Debtor believes that all the net sale proceeds will likely be paid to Northrim Bank, on account of its secured indebtedness perfected by a UCC-1 which covers all of the Debtor's assets. See Exhibit B hereto.¹ Birket Engineering filed a UCC-1 financing statement on August 10, 2017, two days before the petition, as shown on Exhibit B; but that financing statement is likely ineffective.² There are also a mechanic's liens of record in favor of J. Birket, Inc., M&M Wiring Services, North Coast Electric Company, and Precision Maintenance & Fabrication, Inc., Exhibit C hereto, but those liens cover the real property at Arctic Boulevard, which property is not being acquired by Binkley.

Legal authority

Section 363(f) of the Bankruptcy Code provides that property may be sold pursuant to Section 363(f) free and clear of an interest in property of an entity other than the bankruptcy estate if “(1) applicable nonbankruptcy law permits sale of such property free and clear of such interest, (2) such entity consents, (3) such interest is a lien and the

¹ Northrim Bank is owed \$10,165,000 principal, plus interest and costs. Rogoff is personally obligated under that loan, and has pledged her personal assets to secure that payment.

² Even if Birket has a valid perfected security interest, that security interest is “out of the money” because the collateral value is insufficient to cover Birket's claim. Birket's UCC-1 is ineffective unless there is also a security agreement in existence, and the filing of the UCC-1 may be a preference because it was filed within 90 days of the petition.

price at which such property is to be sold is greater than the aggregate value of all liens on such property, (4) such interest is in bona fide dispute, or (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.”

One or more of these requirements of Section 363(f) are met with respect to each of the secured, lien, or unsecured creditors in this case. There is insufficient time in this case for Debtor to propose and confirm a plan of reorganization, because the operating losses that would be incurred during that process would significantly exceed the gross sale price of any of the assets of the estate. In addition, the public interest considerations described above militate strongly in favor of enabling the sale to close.

Good faith buyer under Section 363(m)

The proposed order attached hereto finds that Binkley is a good faith buyer under Section 363(m) and entitled to the protections afforded thereto. That statute enables a sale to go forward while the appeal period is running, or if there is an appeal, unless a stay is in place. Because Debtor has entered into the APA after seeking for months to effect a sale of the newspaper, and because there is no connection between the Debtor and Binkley, this finding is appropriate.

Conclusion

Debtor requests that the sale of the newspaper to Binkley be approved, free and clear of liens, pursuant to the terms of the APA. A proposed order is lodged herewith.

DATED August 15, 2017.

LAW OFFICES OF
CABOT CHRISTIANSON, PC
Attorneys for Debtor

By: /s/ Cabot Christianson
Cabot Christianson

Exhibits:

- A Asset Purchase Agreement
- B UCC-1's
- C Liens
- D proposed order

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on August 15, 2017, a correct copy of this application was served by electronic means through the ECF system as indicated on the Notice of Electronic filing.

By: /s/ Margaret Stroble
Margaret Stroble

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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this “**Agreement**”), dated August 12, 2017, is between Binkley Company, LLC, an Alaska limited liability company (“**Buyer**”), Alaska Dispatch News, LLC, an Alaska limited liability company (“**Seller**”), 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. Alaska Dispatch News, LLC intends to file a bankruptcy in Anchorage, Alaska under Chapter 11 of the U.S. Bankruptcy Code
- 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;
- (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

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 Premera 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.

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

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. ~~S~~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

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

(b) if to Buyer, to:

Binkley Company, LLC Attention: Ryan Binkley

1062 Chena Pump Rd

Fairbanks, Alaska 99709

E-mail: 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

Erik LeRoy PC
500 L St., Ste 302
Anchorage, AK 99501
Email: 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.

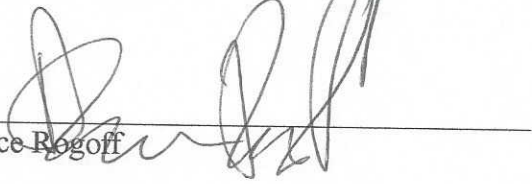
SELLER PARTIES:

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:

UCC SEARCH REQUEST

2017-0556

REQUESTED NAME: ALASKA DISPATCH NEWS LLC

EMAIL: CABOT@CCLAWYERS.NET

RECEIVED DATE: 8/10/2017

PROCESSED DATE: 8/11/2017

RECEIPT NUMBER: 4266748

The undersigned filing officer hereby certifies that the preceding page(s) are a listing of all ACTIVE and/or WILDCARD filings which name the above debtor and which are on file in the UCC CENTRAL FILE SYTEMS district.

As of: 8/10/2017 4:00:00 PM

Signed: *Nanette Jackson*

Recorder II

NOTE: UCC documents are shown as 'active', 'lapsed', or 'wildcard'. Filings generally remain active in our system for one year after the lapse, even if terminated before the lapse data. If a filing is not continued within the designated time, the filing status will change from 'active' to 'lapsed' for one year. Review search results carefully.

(A 'wildcard' reference means the filing does not tie to an 'active' filing; and, a filing shown as 'active' does not necessarily mean effective.)



**State of Alaska
Department of Natural Resources
UCC Central File System
550 West 7th Avenue Suite 1200A
Anchorage, AK 99501-3364
907-269-8873**

ALASKA DISPATCH NEWS LLC
Page 2

DOCUMENT:	2017-006025-5	DEBTOR:	
ASSOC DOC:	2017-006025-5	ALASKA DISPATCH NEWS LLC	
STATUS:	ACTIVE	PO BOX 149001	
DESCRIPTION:	FINANCING STATEMENT	ANCHORAGE, AK 99514	
DATE:	04/05/2017		
TIME:	12:49	SECURED:	
		NORTHRIM BANK	
		PO BOX 241489	
		ANCHORAGE, AK 995241489	

----- END OF SEQUENCE -----

DOCUMENT:	2017-014890-8	DEBTOR:	
ASSOC DOC:	2017-014890-8	ALASKA DISPATCH NEWS LLC	
STATUS:	ACTIVE	P. O. BOX 149001	
DESCRIPTION:	FINANCING STATEMENT	ANCHORAGE, AK 995149001	
DATE:	08/10/2017		
TIME:	1:38	SECURED:	
		J BIRKET INC	
		211 MCCOWN DR	
		LEBANON, TN 37087	

COMMENTS: 170801UZ7CC - RCPT: 4266508

----- END OF SEQUENCE -----

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S
K
A

Recording District 500 UCC Central File
04/05/2017 12:49 PM Page 1 of 1



UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Marion@261-3320, Ln.# 7102123150

B. E-MAIL CONTACT AT FILER (optional)
marion.andres@nrim.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

NORTHRIM BANK
3111 C STREET
ANCHORAGE, AK 99524-1489

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME
Alaska Dispatch News, LLC

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
--------------------------	---------------------	-------------------------------	--------

1c. MAILING ADDRESS

PO Box 149001	CITY Anchorage	STATE AK	POSTAL CODE 99514	COUNTRY USA
----------------------	--------------------------	--------------------	-----------------------------	-----------------------

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
--------------------------	---------------------	-------------------------------	--------

2c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
------	-------	-------------	---------

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME
NORTHRIM BANK

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
--------------------------	---------------------	-------------------------------	--------

3c. MAILING ADDRESS

3111 C Street, PO Box 241489	CITY Anchorage	STATE AK	POSTAL CODE 99524-1489	COUNTRY USA
-------------------------------------	--------------------------	--------------------	----------------------------------	-----------------------

4. COLLATERAL: This financing statement covers the following collateral:
All Inventory, Chattel Paper, Accounts, Equipment and General Intangibles; whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
 Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
 Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:
Central Recording District Filing \$20.00

A
L
S
K
A

Recording District 500 UCC Central File
08/10/2017 01:38 PM Page 1 of 3



UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Clayton Walker 907-375-9277

B. E-MAIL CONTACT AT FILER (optional)
chwalker@aloinc.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Alaska Law Offices, Inc.
240 E Tudor Rd Ste 230
Anchorage, AK 99503

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Alaska Dispatch News, LLC				
OR	1b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS P. O. BOX 149001		CITY Anchorage	STATE AK	POSTAL CODE 995149001
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME J. Birket, Inc.				
OR	3b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS 211 McCown Dr		CITY Lebanon	STATE TN	POSTAL CODE 37087
			COUNTRY USA	

4. COLLATERAL: This financing statement covers the following collateral:

See Exhibit A

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative				
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility			6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input checked="" type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor				
8. OPTIONAL FILER REFERENCE DATA:				

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

9a. ORGANIZATION'S NAME Alaska Dispatch News, LLC	
OR	
9b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S) :INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b: only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name; and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME				
OR				
10b. INDIVIDUAL'S SURNAME				
INDIVIDUAL'S FIRST PERSONAL NAME				
INDIVIDUAL'S ADDITIONAL NAME(S) :INITIAL(S)				SUFFIX
10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11. ADDITIONAL SECURED PARTY'S NAME *or* ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME				
OR				
11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) :INITIAL(S)	SUFFIX	
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. This FINANCING STATEMENT is to be filed [for record (or recorded) in the REAL ESTATE RECORDS (if applicable):

14. This FINANCING STATEMENT: covers timber to be cut covers as-extracted collateral is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest :

16. Description of real estate:

17. MISCELLANEOUS:



Exhibit A page: 1 of 1

Columbus, IN 850/Urbanite press equipment as configured, including:
1-12 DGM 850 Unites 22-3/4" cutoff;
2-Goss Urbanite Unites 22-3/4" Cutoff;
3-Urbanite folder with Quarter folder;
4-Urbanite upper former;
5-DGM Folder with 1 high former;
6-Six (6) Jardis Pasters;
7-Enkel Splicer;
8-CCI auto Register system with Motorization and Cameras for (4) webs;
9-GMI remote inking and preset system;
10-Pressroom products spray dampening system;
1-Four (4) Ink Pumps and piping;
1- Spare parts, drawings and press documentation





After Recording Return To:

M&M Wiring Service, Inc.
11315 Totem Road
Anchorage, Alaska 99516

ANCHORAGE RECORDING DISTRICT

SECOND AMENDED CLAIM OF LIEN
PURSUANT TO A.S. 34.35.070

1. Real Property Subject to Lien:

That portion of the Southeast one-quarter (SE1/4) of Section 36, Township 13 North, Range 4 West, Seward Meridian, in the records of the Anchorage Recording District, Third Judicial District, State of Alaska, more particularly described as follows:

Beginning at the Southeast corner of the Southeast one-quarter (SE1/4) of Section 36, Township 13 North, Range 4 West; thence North 89° 50' 39" West a distance of 84.58 feet, more or less, to the East Boundary of the right-of-way of the Alaska Railroad; thence North 44° 02' 39" West along the East Boundary of the right-of-way of the Alaska Railroad a distance of 820.53 feet; thence South 89° 50' 39" East a distance of 655.92 feet, more or less to the East boundary of Section 36; thence South 00° 05' 08" West along the East boundary of said Section 36, a distance of 588.25 feet to the point of beginning.

Site address: 5900 Arctic Boulevard

- 2. Name of Owner: Arctic Partners LLC.
6716 Eastside Drive NE Ste 1 PMB 48
Tacoma, WA 98422
- 3. Name and address of claimant: M&M Wiring Service, Inc.
11315 Totem Road
Anchorage, AK 99516
- 4. Name and address of persons with whom claimant contracted:
Alaska Dispatch News, LLC.
PO Box 149001
Anchorage, AK 99514-9001

Alice N. Rogoff
3806 North Point Circle
Anchorage, AK 99502

Ed McCoy
2941 W. 80th Avenue, Unit A
Anchorage, AK 99502

Adam Cook
510 L Street, Suite 700
Anchorage, AK 99501

AK Publishing, LLC.
300 West 31st Avenue
Anchorage, AK 99503

The Moon and the Stars, LLC.
3806 North Point Circle
Anchorage, AK 99502

Alaska Dispatch Publishing, LLC.
PO Box 149001
Anchorage, AK 99514

Anchorage Daily News, Inc.
PO Box 149001
Anchorage, AK 99514

Anchorage Daily News, LLC.
PO Box 149001
Anchorage, AK 99514

5. General description of labor, materials, services and equipment furnished for construction: Provision of labor, materials, services for electrical work in commercial building.

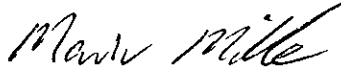
The contract price for labor, materials, services and equipment furnished is NINE HUNDRED FIFTY-EIGHT THOUSAND SEVEN HUNDRED FIFTY-SIX DOLLARS AND THIRTY-THREE CENTS (\$958,756.33).

6. There remains due and owing the sum of FIVE HUNDRED EIGHT THOUSAND EIGHT HUNDRED NINE DOLLARS AND ZERO CENTS (\$508,809.00).
7. One hundred and twenty (120) days have not lapsed since the date labor, materials, services and equipment were last furnished on January 6, 2017.



- 8. M&M Wiring Service, Inc. claims a lien on the above described real property in the sum of FIVE HUNDRED EIGHT THOUSAND EIGHT HUNDRED NINE DOLLARS AND ZERO CENTS (\$508,809.00) together with interest at the maximum legal rate per annum; and all other costs and attorney fees necessitated by this filing.
- 9. Reference to prior filings:
 - a. Claim of Lien filed at: 2017-002360-0 (three pages).
 - b. First Amended Claim of Lien filed at: 2017-003673-0 (four pages).

DATED this 1ST day of May, 2017 at Anchorage, Alaska.



By: Mark Miller
For: M&M Wiring Service, Inc.

VERIFICATION

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

I, Mark Miller, being first duly sworn upon oath, state that I am the President of M&M Wiring Service, Inc. and am authorized to act on behalf of said corporation. I have knowledge of the underlying facts of this claim, that I have read the foregoing Claim of Lien, and swear under oath that to the best of my knowledge and belief, the contents are true and accurate.



By: Mark Miller
For: M&M Wiring Service, Inc.

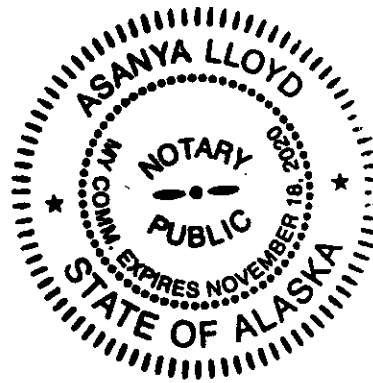


STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

This is to certify that on this 15th day of May 2017 before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Mark Miller, the President of M&M Wiring Service, Inc., known to me and to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year hereinabove written.

Asanya Lloyd
Notary Public in and for the State of Alaska
My Commission Expires: 11/18/2020



2017-031251-0

ALASKA

Recording District 301 Anchorage
08/10/2017 02:46 PM Page 1 of 3



J. BIRKET, INC.)
211 McCown Drive)
Lebanon, Tennessee 37087,)

Claimant,)

vs.)

ANCHORAGE RECORDING DISTRICT

ARCTIC PARTNERS, LLC)
6716 Eastside Drive NE, Suite 1-48)
Tacoma, Washington 98422,)

Owner/Landlord.)

ALASKA DISPATCH NEWS, LLC)
P.O. Box 149001)
Anchorage, Alaska 99514-9001)

Tenant)

CLAIM OF LIEN

(Lien Amount: \$161,045.00)

NOTICE IS HEREBY GIVEN that J. BIRKET, INC. (hereinafter, "the claimant"), whose address is 211 McCown Drive, Lebanon, Tennessee 37087, claims a Mechanics and Materialmen Lien pursuant to A.S. 34.35.050-.120 upon the fixtures and following real property located in the Anchorage Recording District, Third Judicial District, State of Alaska, more particularly described as follows:

Legal Description:

That portion of the Southwest one-quarter (SE ¼) of Section 36, Township 13 North, Range 4 West, Seward Meridian, according to the official Bureau of Land Management Survey thereof, being located in the Anchorage Recording District, Third Judicial District, State of Alaska, more particularly described as follows:
Beginning at the Southeast corner of the Southeast one-quarter (SE ¼) of Section

36, Township 13 North, Range 4 West; thence North 89°50'39" West a distance of 84.58 feet, more or less, to the East Boundary of the right-of-way of the Alaska Railroad; thence North 44°02'39" West along the East Boundary of the right-of-way of the Alaska Railroad a distance of 820.53 feet; thence South 89°50'39" East a distance of 655.92 feet, more or less to the East Boundary of Section 36; thence South 00°05'08" West along the East Boundary of Section 36, a distance of 588.25 feet to the point of beginning.

Site Address: 5900 Arctic Boulevard, Anchorage, Alaska

Parcel ID: 010-352-20-000

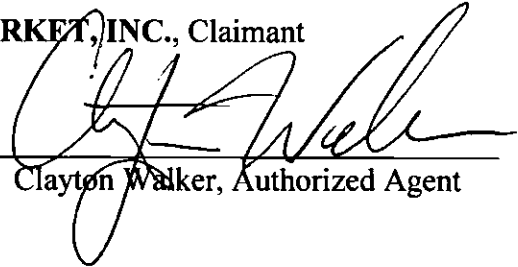
This lien is a claim against the above-described property for equipment, materials, labor, and services, furnished and installed upon the above-described real property, as follows: **provide newspaper printing machinery and install same as a fixture within and upon the above-described real property**, provided pursuant to a contract with Anchorage Daily News, LLC, d/b/a Alaska Dispatch News, with the knowledge of the above-named property owner. The last of such labor, materials, services, and equipment was furnished on **April 13, 2017**.

The amount remaining due to the claimant for the labor, materials, services, and equipment is **\$161,045.00**.

This lien is now claimed for the aforesaid amount, together with interest thereupon at the rate permitted by law, recording fees, and all other reasonable expenses, costs, and attorney's fees incurred by the claimant in its efforts to collect the above amounts, which amounts are justly due and owing.

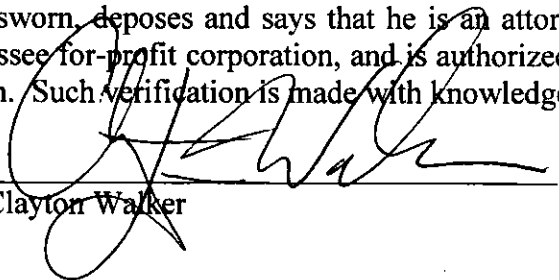
J. BIRKET, INC., Claimant

Dated: August 10, 2017

by 
Clayton Walker, Authorized Agent

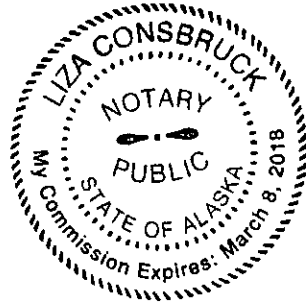
State of Alaska }
 } ss.
Third Judicial District }

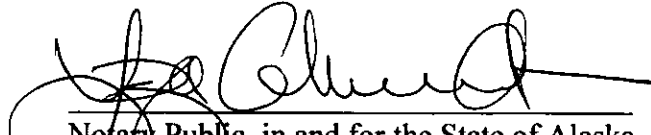
Clayton Walker, having first been duly sworn, deposes and says that he is an attorney and authorized agent for **J. Birket, Inc.**, a Tennessee for-profit corporation, and is authorized to make this verification on behalf of the corporation. Such verification is made with knowledge of the facts and records supporting the lien.


Clayton Walker



Sworn to, subscribed and acknowledged to before me on this 10th day of August, 2017.




Notary Public, in and for the State of Alaska
My commission expires: _____

After recording, return to:
Robert D. MacPherson
MacPherson & Youmans
119 Public Square
Lebanon, Tennessee 37087



2017-018472-0

ALASKA

Recording Dist: 301 - Anchorage
5/12/2017 02:48 PM Pages: 1 of 4



AFTER RECORDING RETURN TO:

Nancy K. Cary
HERSHNER HUNTER, LLP
P.O. Box 1475
Eugene, OR 97440
(541)686-8511

017-110

ANCHORAGE RECORDING DISTRICT

NORTH COAST ELECTRIC COMPANY,
a Washington corporation;

Claimant,

v.

CLAIM OF LIEN

M&M WIRING SERVICE, INC.;

Person indebted to Claimant.

NOTICE IS HEREBY GIVEN that the person named below claims a lien for electrical materials pursuant to Alaska Statutes Section 34.35.070. In support of this lien the following information is submitted:

- 1. NAME OF LIEN CLAIMANT: **North Coast Electric Company**
TELEPHONE NUMBER: **(206) 442-9898**
ADDRESS: **2450 8th Avenue, S., #200
Seattle, WA 98134**

- 2. DATE ON WHICH THE CLAIMANT BEGAN TO PERFORM LABOR, PROVIDE PROFESSIONAL SERVICES, SUPPLY MATERIAL OR EQUIPMENT OR THE DATE ON WHICH EMPLOYEE BENEFIT CONTRIBUTIONS BECAME DUE: **on or about August 16, 2016.**

- 3. NAME AND ADDRESS OF PERSON INDEBTED TO THE CLAIMANT AND WITH WHOM CLAIMANT CONTRACTED: **M&M Wiring Service, Inc., 11315 Totem Road, Anchorage, AK 99516.**

- 4. DESCRIPTION OF THE PROPERTY AGAINST WHICH A LIEN IS CLAIMED: **The property is located at 5900 Arctic Boulevard in Anchorage, Alaska; Parcel No. 010-352-20-000; and commonly known as the Alaska Dispatch News project; also known as That portion of the Southeast one-quarter (SE1/4) of Section 36, Township 13 North, Range 4 West, Seward Meridian, in the records of the Anchorage Recording District, Third Judicial District, State of Alaska, more particularly described as follows: Beginning at the Southeast corner of the**

Southeast one-quarter (SE1/4) of Section 36, Township 13 North, Range 4 West; thence North 89° 50' 39" West a distance of 84.58 feet, more or less, to the East Boundary of the right-of-way of the Alaska Railroad; thence North 44° 02' 39" West along the East Boundary of the right-of-way of the Alaska Railroad a distance of 820.53 feet; thence South 89° 50' 39" East a distance of 655.92 feet, more or less to the East boundary of Section 36; thence South 00° 05' 08" West along the East boundary of said Section 36, a distance of 588.25 feet to the point of beginning; and is more particularly described in the Statutory Warranty Deed between Huttig, Inc., grantor, and Arctic Partners LLC, grantee, and recorded at Recording No. 2012-040891-0, in the official records of Anchorage Recording District, Alaska.

5. NAME AND ADDRESS OF THE OWNER OR REPUTED OWNER: Arctic Partners LLC, 6716 Eastside Drive, NE, Suite 1 PMB 48, Tacoma, WA 98422; and Alaska Dispatch News, LLC, PO Box 149001, Anchorage, AK 99514-9001; 5900 Arctic Boulevard, Anchorage, AK 99518; and 300 W. 31st Avenue, Anchorage, AK 99503.

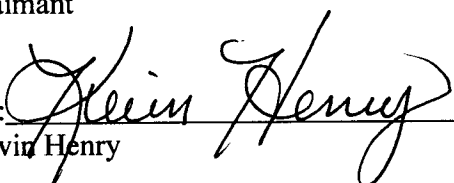
6. THE LAST DATE ON WHICH LABOR WAS PERFORMED; PROFESSIONAL SERVICES WERE FURNISHED; CONTRIBUTIONS TO AN EMPLOYEE BENEFIT PLAN WERE DUE; OR MATERIAL OR EQUIPMENT WAS FURNISHED: on or about January 18, 2017.

7. PRINCIPAL AMOUNT FOR WHICH THE LIEN FOR ELECTRICAL MATERIALS IS CLAIMED IS: \$18,829.45, plus accruing interest at the rate of 18% per annum from January 18, 2017, until paid. See copy of account printout attached to this Claim of Lien as Exhibit A.

8. IF THE CLAIMANT IS THE ASSIGNEE OF THIS CLAIM SO STATE HERE:
N/A

DATED: May 9, 2017

NORTH COAST ELECTRIC COMPANY,
Claimant

By: 
Kevin Henry

STATE OF OREGON)
) ss
COUNTY OF LANE)

I, Kevin Henry, being first duly sworn on oath say that I am the Inventory Manager for the Claimant North Coast Electric Company, named in the foregoing claim of lien, and that I have read



the foregoing claim and believe all statements made in the document are true.

Kevin Henry

Kevin Henry, Inventory Manager

SUBSCRIBED AND SWORN to or affirmed before me at Eugene, Oregon, on this 9th day of May, 2017, by Kevin Henry.

Cari Ramirez

Notary Public for Oregon
My Commission Expires: 4/25/2020



This instrument is being recorded by Fidelity Title Agency of Alaska as an accommodation only. It has not been examined as to its effect, if any, on the title of the estate herein.



M&M Wiring
Dispatch project

Invoice	PO	Date	Amount
S7566516.002	2016-16-08	11/26/2016	\$ 31.14
S7586323.001	2016-16-01	12/5/2016	\$ 145.62
S7586337.001	2016-16-09	12/5/2016	\$ 225.51
S7586344.001	2016-16	12/5/2016	\$ 402.74
S7586354.001	2016-16-15	12/5/2016	\$ 500.00
S7587349.001	2016-16	12/5/2016	\$ 10.36
S7566516.003	2016-16-08	12/6/2016	\$ (35.95)
S7588918.001	2016-16-01	12/6/2016	\$ 56.92
S7589849.001	2016-16-09	12/6/2016	\$ 136.51
S7590267.001	2016-16-08	12/6/2016	\$ 33.32
S7592239.001	2016-16-06	12/7/2016	\$ 205.90
S7596085.001	2016-16-06	12/9/2016	\$ 645.44
S7599512.001	2016-16	12/12/2016	\$ (87.34)
S7603859.001	2016-16-05	12/13/2016	\$ 46.36
S7607430.001	2016-16-01	12/15/2016	\$ 90.03
S7609008.001	2016-16-01	12/15/2016	\$ 58.23
S7611119.001	2016-16-05	12/16/2016	\$ 440.45
S7608100.001	2016-16-08	12/19/2016	\$ 395.44
S7611842.001	2016-16-08	12/19/2016	\$ 260.41
S7614054.001	2016-16-08	12/19/2016	\$ 26.85
S7615243.001	2016-16-10	12/20/2016	\$ 134.50
S7615260.001	2016-16-08	12/20/2016	\$ 13.33
S7620141.001	2016-16-08	12/22/2016	\$ 27.48
S7592187.001	2016-16-08	12/29/2016	\$ 6,893.17
S7546377.005	2016-16-02	1/4/2017	\$ (239.06)
S7546377.006	2016-16-02	1/4/2017	\$ (45.66)
S7637792.001	2016-16-02	1/4/2017	\$ 404.25
S7637792.002	2016-16-02	1/4/2017	\$ 358.59
S7638194.001	2016-16-01	1/4/2017	\$ 153.93
S7638196.001	2016-16-06	1/4/2017	\$ 52.58
S7638197.001	2016-16-05	1/4/2017	\$ 18.35
S7638199.001	2016-16-08	1/4/2017	\$ 43.87
S7638201.001	2016-16-11	1/4/2017	\$ 133.47
S7638204.001	2016-16-05	1/4/2017	\$ 32.05
S7638205.001	2016-16-06	1/4/2017	\$ 4.98
S7546377.009	2016-16-02	1/18/2017	\$ (115.01)
S7592187.002	2016-16-08	1/18/2017	\$ 5,189.20
S7623045.001	2016-16-08	1/18/2017	\$ 2,181.49
Total Due			\$ 18,829.45

EXHIBIT A
Page 1 of 1



cc

ALASKA

2017 - 002503 - 0

Recording District 301 Anchorage
01/19/2017 02:48 PM Page 1 of 3



**ANCHORAGE RECORDING DISTRICT
CLAIM OF LIEN**
(Alaska Statute Section 34.35.070)

Precision Maintenance & Fabrication, Inc.,)	
)	
Lien Claimant,)	
)	
GCI NADC LLC ,)	
)	
Reputed Owner.)	CLAIM OF LIEN

NOTICE IS HEREBY GIVEN:

1. That a Mechanic's and Materialman's Lien is hereby claimed by lien claimant, **Precision Maintenance & Fabrication, Inc. ("Claimant")**, whose address is **P.O. Box 191038, Anchorage, Alaska 99519**, against the following described real property located in the Anchorage Recording District, Third Judicial District, State of Alaska, including any buildings and improvements thereon:

Property Address: **1001 Northway Drive, Anchorage, Alaska 99508**

To secure the payment of the reasonable agreed price for materials and services furnished at the special instance and request of **Alice Rogoff/Alaska Dispatch News LLC/Ed McCoy**, whose address is **3150 C Street, Anchorage, Alaska 99503**.

- 2. That the owner or reputed owner of said real property and improvements thereon is believed to be **GCI NADC LLC** , whose address is believed to be **2550 Denali Street, Suite 1000, Anchorage, Alaska 99503**.
- 3. That time has not elapsed since the last date of providing labor and/or materials since claimant still has equipment and materials on-site and was on site January 3, 2017.
- 4. That the reasonable and agreed value of the materials and services furnished which is now due and owing to said lien

Claimant after deduction of all just offsets and credits is the sum of \$779.13, for which demand has been made.

WHEREFORE, the above-named lien Claimant claims a lien upon the premises above described for the materials and services furnished as aforesaid in the amount of \$779.13, plus future advances, accruing service charges, interests, costs, and attorney fees as allowed by law.

Precision Maintenance & Fabrication, Inc.

By: Corey Karcz
Corey Karcz, President

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

Corey Karcz, being first duly sworn upon oath, deposes and says that: I have read, or have had read to me, the foregoing Claim of Lien, and I know the contents thereof to be true and have signed the same voluntarily and of my own free will.

Precision Maintenance & Fabrication, Inc. DATED:

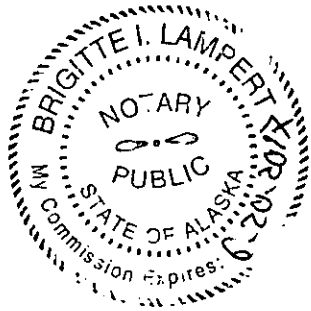
By: Corey Karcz
Corey Karcz

STATE OF ALASKA)
Third Judicial District) ss.

THIS IS TO CERTIFY that on this ___ day of January, 2017, before me the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Corey Karcz known to me to be the individual who executed the foregoing instrument and



acknowledged to me that such facts and statements contained in this Claim of Lien are true and correct.



WITNESS my hand and official seal.

Brigitte I. Lampert
Notary Public in and for the State of
Alaska
My Commission expires: 09-20-2017

After Recording in the
Anchorage Recording District
Return To:
Precision Maintenance & Fabrication, Inc.
P.O. Box 191038
Anchorage, Alaska 99519

Claim of Lien
Page 2 of 2



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

Attorneys for Debtor

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

In re:)
)
ALASKA DISPATCH NEWS, LLC,) **Case No.: 17- 00285**
) 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 ____, (“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”) attached thereto as Exhibit A. A hearing on the Motion was held September ____, 2017.

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.

PAGE 1: ORDER GRANTING MOTION TO SELL NEWSPAPER FREE AND CLEAR OF LIENS
H:\3307\MAIN\ORDER GRANTIN MOTION TO SELL NEWSPAPER.WPD

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

Good cause appearing,

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

1. Debtor shall sell the Debtor’s cash, receivables, inventory, intellectual property, business name machinery, equipment, and all other tangible personal property.

2. The proposed sale is free and clear of liens of all persons who receive notice of this application, *except that* as part of the sale, Binkley shall be responsible for all prepaid subscriptions, as well as for all prepaid advertising.

3. The purchase price is \$1,000,000, less \$_____, 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 _____. The balance of the purchase price, namely \$_____, shall be paid to the Debtor and shall not be dispersed except by further order of this Court. All claims and interests in the property sold shall attach to the same extent, and in the same order of priority, as existed in the underlying assets.

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

Dated September _____, 2017.

Gary Spraker
United States Bankruptcy Judge

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