

become a Transferee of the withdrawn Member's Ownership Interest (with the limited rights of a Transferee as set forth in Section 14.5, unless admitted as a substitute Member).

ARTICLE 13: LIQUIDATION

13.1 Liquidation. Upon Dissolution of the Company, the Company will immediately proceed to wind up its affairs and liquidate pursuant to this Section 13.1. The GCI Member will act as the liquidating trustee unless the GCI Member elects to appoint another Person as the liquidating trustee. The winding up and Liquidation of the Company will be accomplished in a businesslike manner as determined by the liquidating trustee. A reasonable time will be allowed for the orderly Liquidation of the Company and the discharge of liabilities to creditors so as to enable the Company to minimize any losses attendant upon Liquidation. Any gain or loss on disposition of any Company assets in Liquidation will be allocated to the Members in accordance with the provisions of Article 4. Any liquidating trustee is entitled to reasonable compensation for services actually performed, and may contract for such assistance in the liquidating process as such Person deems necessary or desirable. Until the filing of a certificate of cancellation under Section 13.6, and without affecting the liability of the Members and without imposing liability on the liquidating trustee, the liquidating trustee may settle and close the Company's business, prosecute and defend suits, dispose of its property, discharge or make provision for its liabilities, and make Distributions in accordance with the priorities set forth in this Article.

13.2 Priority of Payment. The assets of the Company will be distributed in Liquidation in the following order:

- [a] First, to creditors by the payment or provision for payment of the debts and liabilities of the Company (other than any loans or advances that may have been made by any Member or any Affiliate of a Member) and the expenses of Liquidation;
- [b] Second, to the setting up of any reserves that are reasonably necessary for any contingent, conditional or unmatured liabilities or obligations of the Company (other than any loans made by any Member or any Affiliate of a Member);
- [c] Third, to the repayment of any loans or advances to the Company that were made by any Member or any Affiliate of a Member, including interest (including the GCI Working Capital Loan), according to the relative priority of repayment of such loans or advances and proportionally among loans of equal priority if the amount available for repayment is insufficient for payment in full;
- [d] Fourth, to the ACS Member and the GCI Member in accordance with Sections 5.1[d] and [e]; and
- [e] Fifth, to the Members in proportion to the remaining positive balances in their respective Capital Accounts after such Capital Accounts have been adjusted for [i] all allocations of Income, Net Income, Loss, Net Loss and items thereof for the Fiscal Year during which such Liquidation occurs and [ii] all Distributions pursuant to Sections 13.2[d].

13.3 Liquidating Distributions. The liquidating Distributions due to the Members will be made by selling the assets of the Company and distributing the net proceeds. Notwithstanding

the preceding sentence, but only upon the affirmative Vote of all Members, the liquidating Distributions may be made by distributing the assets of the Company in kind to the Members in proportion to the amounts distributable to them pursuant to Section 13.2, and valuing such assets at their Fair Market Value (net of liabilities secured by such property that the Member takes subject to or assumes) on the date of Distribution. Each Member agrees to save and hold harmless the other Members from such Member's proportionate share of any and all such liabilities that are taken subject to or assumed. Appropriate and customary prorations and adjustments will be made incident to any Distribution in kind. The Members will look solely to the assets of the Company for the return of their Capital Contributions, and if the assets of the Company remaining after the payment or discharge of the debts and liabilities of the Company are insufficient to return such Capital Contributions, no Member will have any recourse against any other Member. The Members acknowledge that Section 13.2 may establish Distribution priorities different from those set forth in the provisions of the Act applicable to Distributions upon Liquidation, and the Members agree that they intend, to that extent, to vary those provisions by this Agreement.

13.4 No Restoration Obligation. Except as otherwise specifically provided in Article 10, nothing contained in this Agreement imposes on any Member an obligation to make a Capital Contribution in order to restore a deficit Capital Account upon Liquidation of the Company.

13.5 Liquidating Reports. The liquidating trustee will provide a report with each liquidating Distribution to Members made pursuant to Section 13.3, showing the collections, disbursements, and Distributions during the period subsequent to any previous report. The liquidating trustee will provide a final report, showing cumulative collections, disbursements, and Distributions, to Members upon completion of the liquidation process.

13.6 Certificate of Cancellation. Upon Dissolution of the Company and the completion of the winding up of its business and the liquidation process, the Company will file a certificate of cancellation (to cancel the Certificate) with the Delaware Secretary of State pursuant to the Act. At such time, the Company also will file an application for withdrawal of its certificate of authority in any jurisdiction where it is then qualified to do business.

ARTICLE 14: TRANSFER RESTRICTIONS

14.1 General Restrictions.

- [a] No Person may Transfer all or any part of such Person's Ownership Interest in any manner whatsoever except [a] a Transfer of all of its Ownership Interest to a Permitted Transferee as set forth in Section 14.3, and in such case only if the requirements of Section 14.1[b] and Section 14.4 also have been satisfied or [b] subject to Section 14.7, a Transfer that is a pledge of an Ownership Interest. Any other Transfer of all or any part of an Ownership Interest is null and void, and of no effect, but if any such Transfer is nonetheless given effect under applicable law and pursuant to the Arbitration Agreement, the transferee in such Transfer will have the limited rights of a Transferee as provided in Section 14.5. Any Member who makes a Transfer of all of such Person's Ownership Interest will cease to be a Member on the effective date of such Transfer and will cease to have any Ownership Interest or other rights under this Agreement as of such date, but no

Member will be released from any obligation that arose prior to the date it ceased to have an Ownership Interest or that is otherwise stated in this Agreement to survive a Person ceasing to be a Member. Any Member who makes a Transfer of part (but not all) of such Person's Ownership Interest will continue as a Member (with respect to the Ownership Interest retained), and such partial Transfer will not constitute an event of Withdrawal of such Member. The rights and obligations of any resigning Member or of any Transferee of an Ownership Interest are also governed by other provisions of this Agreement.

- [b] No Person may Transfer all or any part of such Person's Ownership Interest in any manner whatsoever unless [i] the Transferee's Wireless Parent assumes the obligations of the Transferor's Wireless Parent under the Facilities and Network Use Agreement (unless another arrangement with respect to the Transferor's Connections is made with the Company that is approved by the unanimous Vote of the Members), and the Transferor's Wireless Parent is fully released from such obligations to the extent such obligations relate to the period after the Transfer, and [ii] the Transferee's Wireless Parent assumes on its own behalf and on behalf of its Affiliates, pursuant to an assumption agreement reasonably satisfactory to the other Member, the obligations of the Transferor's Wireless Parent under Sections 6.5, 15, 16.8, 16.20, and 16.22.

14.2 No Member Rights. Subject to Section 14.6, no Member has the right or power to confer upon any Transferee the attributes of a Member in the Company. The Transferee of all or any part of an Ownership Interest by operation of law does not, by virtue of such Transfer, succeed to any rights as a Member in the Company.

14.3 Permitted Transferees. Subject to the requirements set forth in Section 14.1[b] and Section 14.4, a Person may Transfer all, but, except pursuant to Section 14.8, not less than all, of such Person's Ownership Interest:

- [a] To another Member;
- [b] To an Affiliate of such Person; or
- [c] At any time after the fourth anniversary of the Effective Date.

14.4 General Conditions on Transfers. No Transfer of an Ownership Interest will be effective unless all of the conditions set forth below are satisfied:

- [a] The Transferor signs and delivers to the Company an undertaking in form and substance reasonably satisfactory to the Company to pay all reasonable expenses incurred by the Company in connection with the Transfer (including reasonable fees of counsel and accountants and the costs to be incurred with any additional accounting required in connection with the Transfer, and the costs and fees attributable to preparing, filing and recording such amendments to the Certificate or other organizational documents or other filings as may be required by law);
- [b] The Transferor delivers to the Company an opinion of counsel for the Transferor in form and substance reasonably satisfactory to the Company to the effect that the Transfer of

the Ownership Interest is in compliance with the applicable federal and state securities laws;

- [c] The Transferor signs and delivers to the Company a copy of the assignment of the Ownership Interest to the Transferee (substantially in the form of the attached **Exhibit C**);
- [d] The Transferee signs and delivers to the Company an agreement (substantially in the form of the attached **Exhibit D**) to be bound by this Agreement, including the Arbitration Agreement that is incorporated into and is a part of this Agreement; and
- [e] The Transfer is in compliance with the other provisions of this Article, including Section 14.1[b].

The Transfer of an Ownership Interest will be effective as of 12:01 a.m. (prevailing local time at the principal place of business of the Company) on the first day of the month following the month in which all of the above conditions have been satisfied or as otherwise mutually agreed by the Transferring Member and the non-Transferring Member. Upon the effective date of any Transfer, the Company will amend **Exhibit B** to reflect the new Equity Interests.

14.5 Rights of Transferees. Any Transferee of an Ownership Interest (including a Permitted Transferee) will, on the effective date of the Transfer, have only those rights of an assignee as specified in the Act unless and until such Transferee is admitted as a substitute Member. This provision limiting the rights of a Transferee will not apply if such Transferee is already a Member. Any Transferee of all or any part of an Ownership Interest who is not admitted as a substitute Member in accordance with this Agreement has no right [a] to participate or interfere in the management or administration of the Company's business or affairs, [b] to Vote or agree on any matter affecting the Company or any Member, [c] to require any information on account of Company transactions, [d] except as provided in the next succeeding sentence, to inspect the Company's books and records, or [e] to have its Chief Executive Officer serve on the Board or otherwise to appoint a member to the Board. The only rights of a Transferee of all or any part of an Ownership Interest who is not admitted as a substitute Member in accordance with this Agreement are [x] to receive the allocations and Distributions to which the Transferor was entitled as if the Transferee held the Equity Interests of the Transferor (to the extent of the Ownership Interest Transferred), and [y] to receive all necessary tax reporting information. Neither the Company nor any Member will owe any fiduciary duty of any nature to a Transferee who is not admitted as a substitute Member in accordance with this Agreement. However, each Transferee of all or any part of an Ownership Interest will be subject to all of the obligations, restrictions and other terms contained in this Agreement as if such Transferee were a Member, including Section 6.5. To the extent of any Ownership Interest Transferred, the Transferor Member does not possess any right or power as a Member and may not exercise any such right or power directly or indirectly on behalf of the Transferee.

14.6 Admission. A Transferee of an Ownership Interest will not become a substitute Member of the Company unless the Ownership Interest is Transferred by a Member to a Permitted Transferee in compliance with this Agreement, including the provisions of Sections 14.1[b], 14.3 and 14.4. Upon compliance with Sections 14.1[b], 14.3 and 14.4, a Transferee of an Ownership

Interest held by a Member (and, to the extent a Bankruptcy Event has occurred pursuant to clause [a] of the definition of Bankruptcy Event (a “**Bankruptcy Case**”), any Transferee who acquires or continues to hold an Ownership Interest as a result of a transaction or transactions approved pursuant to a final non-appealable order by a court of competent jurisdiction in such Bankruptcy Case) shall be admitted to the Company as a substitute Member, in each case without the need for any further action of any Person. Upon the admission of such Transferee as a substitute Member, the Company will amend **Exhibit A** to reflect the address of such Member.

14.7 Security Interest. The pledge or granting of a security interest, lien or other encumbrance in or against all or any part of a Member’s Ownership Interest does not cause the Member to cease to be a Member. Upon foreclosure or sale in lieu of foreclosure of any such secured interest, the secured party will be entitled to receive the allocations and Distributions as to which a security interest has been granted by such Member. In no event will any secured party be entitled to exercise any rights of a Member under this Agreement (unless and until such Person is admitted as a substitute Member), and such secured party may look only to such Member for the enforcement of any of its rights as a creditor. In no event will the Company have any liability or obligation to any Person by reason of the Company’s payment of a Distribution to any secured party as long as the Company makes such payment in reliance upon written instructions from the Member to whom such Distributions would be payable. Any secured party will be entitled, with respect to the security interest granted, only to the Distributions to which the assigning Member would be entitled under this Agreement, and only if, as and when any such Distribution is made by the Company. Notwithstanding anything in this Section 14.7 to the contrary, during the pendency of a foreclosure action by a secured party with respect to an Ownership Interest and following the consummation thereof for so long as the secured party holds an Ownership Interest, the secured party shall continue to be entitled to receive the information set forth in Section 11.4, Sections 11.5[a], [b] and [d] and Section 11.6. Neither the Company nor any Member will owe any fiduciary duty of any nature to a secured party. Reference to any secured party includes any assignee or successor-in-interest of such Person.

14.8 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]

14.9

[REDACTED]

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[REDACTED]

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[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

14.10 [REDACTED]

ARTICLE 15: DISPUTE RESOLUTION

If a dispute of any kind arises under or in connection with, or relates to, this Agreement (including any dispute concerning its construction, performance or breach and including any claim for equitable relief) between the Company, the Members, ACS, GCI or any combination of such Persons, the rights of the parties to the dispute will be governed by the Arbitration Agreement. **By executing this Agreement, the Company, each Member, ACS and GCI each agree that such Person has become a party to the Arbitration Agreement, without the necessity of signing the Arbitration Agreement as a separate document. Any Transferee (whether or not substituted as a Member) also will become a party to the Arbitration Agreement, in each case without the necessity of signing the Arbitration Agreement as a separate document.**

ARTICLE 16: GENERAL PROVISIONS

16.1 Amendment. This Agreement may be amended only by a written amendment executed and delivered by all Members, except for amendments to **Exhibit A** as specifically provided in **Sections 14.4**, or to **Exhibit B** as specifically provided in **Section 14.6**. Any amendment will become effective upon such execution and delivery, unless otherwise provided.

16.2 Representations. Each Member and each Transferee of an Ownership Interest represents and warrants to the Company and to each other Member that, as of the Effective Date (or, in the case of a substitute Member or such Transferee, as of the date of admission or Transfer, as applicable):

- [a] Such Member or Transferee is duly organized, validly existing and in good standing under the laws of the jurisdiction where it purports to be organized, and is not (as such terms are defined in the Code and Regulations) a nonresident alien or a foreign corporation, foreign partnership, foreign trust, or foreign estate;
- [b] Such Member or Transferee has full power and authority to enter into and perform this Agreement;
- [c] All actions necessary to authorize the signing and delivery of this Agreement by such Member or Transferee, and the performance of its obligations under it, have been duly taken and are in full force and effect;
- [d] This Agreement has been duly signed and delivered by a duly authorized officer or other representative of such Member or Transferee and constitutes the legal, valid and binding obligation of such Member or Transferee enforceable in accordance with its terms (except as such enforceability may be affected by applicable bankruptcy, insolvency or other similar laws affecting creditors' rights generally, and except that the availability of equitable remedies is subject to judicial discretion);
- [e] No consent or approval of any other Person is required in connection with the signing, delivery and performance of this Agreement by such Member or Transferee except for those approvals that have been obtained and are in full force and effect;
- [f] The signing, delivery and performance of this Agreement do not violate the organizational documents of such Member or Transferee, or any material agreement to which such Member or Transferee is a party or by which such Member or Transferee is bound; and
- [g] Such Member or Transferee has had an opportunity to perform any due diligence deemed necessary or desirable in connection with entering into this Agreement.

16.3 Unregistered Interests. Each Member and each Transferee of an Ownership Interest [a] acknowledges that the Ownership Interests are being offered and sold without registration under the Securities Act of 1933, as amended, or under similar provisions of state law, [b] acknowledges that such Member or Transferee is fully aware of the economic risks of an investment in the Company, and that such risks must be borne for an indefinite period of time, [c] represents and warrants that such Member or Transferee is acquiring an Ownership Interest for such Member's or Transferee's own account, for investment, and with no view to the distribution of the Ownership Interest in violation of applicable securities laws, and [d] agrees not to Transfer, or to attempt to Transfer, all or any part of its Ownership Interest without registration under the Securities Act of 1933, as amended, and any applicable state securities laws, unless the Transfer is exempt from such registration requirements and is otherwise permitted under this Agreement.

16.4 Waiver of Dissolution Rights. The Members agree that irreparable damage would occur if any Member should bring an action for judicial dissolution of the Company. Accordingly, each Member accepts the provisions under this Agreement as such Person's sole entitlement on Dissolution of the Company and waives and renounces such Person's right to seek a court decree of dissolution or to seek the appointment by a court of a liquidator for the Company. Each Member further waives and renounces any alternative rights which might otherwise be provided by law upon the Withdrawal of such Person and accepts the provisions under this Agreement as such Person's sole entitlement upon the happening of such event.

16.5 Waiver of Partition Right. Each Member waives and renounces any right that it may have prior to Dissolution and Liquidation to institute or maintain any action for partition with respect to any property held by the Company.

16.6 Waivers and Consents. No waiver of any breach of any of the terms of this Agreement will be effective unless such waiver is in writing and signed by the Member against whom such waiver is claimed. No course of dealing will be deemed to amend or discharge any provision of this Agreement. No delay in the exercise of any right will operate as a waiver of such right. No single or partial exercise of any right will preclude its further exercise. A waiver of any right on any one occasion will not be construed as a bar to, or waiver of, any such right on any other occasion. Any consent of a Member required under this Agreement must be in writing and signed by such Member to be effective. No consent given by a Member in any one instance will be deemed to waive the requirement for such Member's consent in any other or future instance.

16.7 Equitable Relief. Each party hereto acknowledges and agrees that a breach of this Agreement may give rise to irreparable harm for which monetary damages would not be an adequate remedy. Each party hereto accordingly agrees that for the purpose of seeking relief under Section 16.8 or the Arbitration Agreement, and without waiving any remedy under this Agreement or the Arbitration Agreement, each party hereto shall be entitled to seek to enforce the terms of this Agreement by decree of specific performance or to obtain injunctive relief against any breach or threatened breach of this Agreement in accordance with the Arbitration Agreement. The party against whom such action or proceeding is brought waives the claim or defense that an adequate remedy at law exists, and such party will not urge in any such action or proceeding the claim or defense that such remedy at law exists.

16.8 Remedies for Breach; Limitation of Damages. Except for the requirement to arbitrate disputes provided for in Article 15 and except as otherwise provided in this Agreement, the rights and remedies of the Members and other parties that are set forth in this Agreement are neither mutually exclusive nor exclusive of any right or remedy provided by law, in equity or otherwise, and all legal remedies (such as monetary damages) as well as all equitable remedies (such as specific performance) will be available for any breach or threatened breach of any provision of this Agreement. In no event will ACS, GCI, the Company or any Member have any liability to the Company, another Member, a Transferee, ACS or GCI for any consequential, incidental, indirect, exemplary, special or punitive damages arising out of or related in any way to this Agreement, the Act, the Company, a Person's status as a Member or the performance or non-performance by a Person of its obligations under this Agreement (unless payable pursuant to an indemnification claim by the Company or a Member where the Person making the indemnification claim is obligated to pay such amounts to a Person that is not an Affiliate of the

Company or any Member), including any damages for business interruption, loss of use, revenue or profit, whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damages were foreseeable and whether or not the breaching party was advised of the possibility of such damages.

16.9 Costs. If the Company or any Member retains counsel for the purpose of enforcing or preventing the breach or any threatened breach of any provision of this Agreement or for any other remedy relating to it, then the prevailing party will be entitled to be reimbursed by the nonprevailing party for all fees and costs so incurred (including reasonable attorney's fees). The rights of the prevailing party to recover such fees and costs will be separate from, will survive and will not be merged into any judgment. The "prevailing party" will mean the party who receives substantially the relief desired, whether by settlement, dismissal, summary judgment, judgment or otherwise.

16.10 Indemnification. Each Member hereby indemnifies and agrees to hold harmless the Company and each other Member from any liability, cost or expense (including reasonable fees and expenses of attorneys and other advisors and court costs) arising from or related to any act or failure to act of such Member in its capacity as such which is in violation of this Agreement; provided, however, that no Member will have any obligation to indemnify any other Person (including any other Member) to the extent that any liability, cost or expense arises from such other Person's own negligence, willful misconduct or wrongful act or failure to act. Each Member's indemnification obligations will survive such Member's ceasing to be a Member of the Company and will survive the Dissolution and Liquidation of the Company.

16.11 Counterparts. This Agreement may be signed in multiple counterparts (or with detachable signature pages). Each counterpart will be considered an original instrument, but all of them in the aggregate will constitute one agreement. Telecopies or facsimiles of signatures will be given effect for purposes of the signature page of this Agreement and any amendments to this Agreement.

16.12 Notice. All notices, consents, approvals, waivers, elections and other communications (collectively "Notices") under this Agreement will be in writing and will be either delivered or sent addressed as follows:

[a] if to any Member (or any Board member appointed by such Member), to the address of such Member set forth on **Exhibit A** hereto;

[b] if to the Company or to the Company CEO as a Board member:

The Alaska Wireless Network, LLC
c/o General Communication, Inc.
2550 Denali Street, #1000
Anchorage, Alaska 99503
Attention: General Counsel
Facsimile: _____

With a copy to each of the GCI Member and the ACS Member, addressed as set forth in clause [a] above.

[c] if to GCI, to:

General Communication, Inc.
2550 Denali Street, #1000
Anchorage, Alaska 99503
Attention: General Counsel
Facsimile: [REDACTED]

With a copy to:

Sherman & Howard L.L.C.
633 Seventeenth Street, Suite 3000
Denver, Colorado 80202
Attention: [REDACTED]
Facsimile: [REDACTED]

[d] if to ACS, to:

Alaska Communications Systems Group, Inc.
600 Telephone Avenue
Anchorage, Alaska 99503
Attention: General Counsel
Facsimile: [REDACTED]

With a copy to:

Sidley Austin LLP
787 Seventh Avenue
New York, New York 10019
Attention: [REDACTED]
Facsimile: [REDACTED]

Any Person entitled to Notice under this Section 16.12 may change the above addresses by giving Notice as required by this Section 16.12. In computing time periods, the day of Notice will be excluded. For Notice purposes, a day means a calendar day (unless provided otherwise herein).

16.13 Deemed Notice. Any Notices given to any Person in accordance with this Agreement will be deemed to have been duly given and received: [a] on the date of receipt if personally delivered, [b] five Business Days after being sent by U.S. first class mail, postage prepaid, [c] the date of receipt, if sent by registered or certified U.S. mail, postage prepaid, [d] one Business Day after receipt, if sent by confirmed facsimile or telecopier transmission, or [e] one Business Day

after having been sent by a nationally recognized overnight courier service with confirmation of delivery.

16.14 Partial Invalidity. Wherever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law. However, if for any reason any one or more of the provisions of this Agreement are held to be invalid, illegal or unenforceable in any respect, such action will not affect any other provision of this Agreement. In such event, this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained in it.

16.15 Entire Agreement. This Agreement (including its Exhibits and Schedules), together with the Contribution Agreement, the Ancillary Agreements and the Approved Affiliate Transactions contains the entire agreement and understanding of the Members concerning its subject matter and supersedes all prior agreements, understandings and negotiations, both written and oral, among the Members with respect to the subject matter thereof.

16.16 Benefit. This Agreement will inure solely to the benefit of the other parties hereto, without conferring on any other Person any rights of enforcement or other rights, except for any Person with respect to rights to indemnification under Section 10.10.

16.17 Binding Effect. This Agreement is binding upon, and inures to the benefit of, the Members and their Permitted Transferees, but any Transferee will have only the rights specified in Section 14.5 unless admitted as a substitute Member in accordance with this Agreement.

16.18 Further Assurances. Each Member agrees, without further consideration, to sign and deliver such other documents of further assurance as are consistent with the provisions of this Agreement and as may reasonably be necessary to effectuate the provisions of this Agreement.

16.19 Headings. Article and section titles have been inserted for convenience of reference only. They are not intended to affect the meaning or interpretation of this Agreement.

16.20 Confidentiality. Each party hereto recognizes and acknowledges that confidential information of various kinds may exist, from time to time, with respect to the business and assets of each party hereto and their respective Affiliates, including the Company's Wireless Business, whether provided in connection with this Agreement, the Contribution Agreement or any Ancillary Agreement. Accordingly, each party hereto (the "**Receiving Party**") covenants that, except with the prior written consent of the party (or its Affiliate, as applicable) to whom such confidential information belongs (the "**Disclosing Party**"), it will, and will cause its Related Parties to, consistent with its reasonable practices and procedures adopted in good faith for handling confidential information [REDACTED]

[REDACTED] keep confidential all information regarding each Disclosing Party, including information relating to the Company's Wireless Business, furnished to it by the Disclosing Party if a reasonable Person would know that such information is confidential or which is clearly designated as "confidential," and will not, and will cause its Related Parties not to, disclose any such information to any Person whatsoever (other than the Receiving Party's officers, directors, employees, beneficial owners, attorneys, accountants, advisors, lenders or potential transferees, provided each of such Persons is informed of the confidential nature of

such information and, in the case of a potential transferee, such Person executes an agreement for the benefit of the Disclosing Party agreeing to keep such information confidential in accordance with this Section 16.20). The foregoing covenant of each party hereto will not apply to any information (other than End User Data in the case of clauses [a], [b], [c] and [d]): [a] that was or becomes generally available to the public other than as a result of disclosure by the Receiving Party, [b] that becomes available to the Receiving Party from a source other than the Disclosing Party, provided that such source is not (to the knowledge of Receiving Party) bound by a confidentiality obligation with respect to such information, [c] that the Receiving Party can establish was in the Receiving Party's possession prior to it being furnished to the Receiving Party by or on behalf of the Disclosing Party, provided that the source of such information was not (to the knowledge of the Receiving Party) bound by a confidentiality obligation with respect to such information, [d] regarding the tax treatment of a Member's investment in the Company, [e] to the extent the disclosure of such information is required pursuant to a court order or securities or other laws, rules or regulations, or [f] in the context of litigation, mediation or arbitration between the parties hereto or their respective Affiliates.

16.21 No Tax Advice. All Members acknowledge that any tax advice express or implicit in the provisions of this Agreement is not intended or written to be used, and cannot be used, by any taxpayer for the purpose of avoiding penalties that may be imposed on any taxpayer by the Internal Revenue Service. Each Member should seek advice based on its particular circumstances from an independent tax advisor.

16.22 Coordination With Contribution Agreement and Ancillary Agreements; Recoupment of Certain Claims from Distributions.

- [a] ACS, the ACS Member, GCI, the GCI Member and the Company acknowledge and agree that the transactions contemplated by the Contribution Agreement, the Ancillary Agreements and this Agreement (the "**Transaction Agreements**") are integral parts of the same transaction and that the parties entered into each of the Transaction Agreements contingent on the parties thereto entering into all such Transaction Agreements. The parties desire to set forth the circumstances and the terms and conditions on which the Company shall be entitled to recoup certain amounts in accordance with the terms and conditions set forth in this Section 16.22 based on failure of such Member or its Parent (as defined in the Contribution Agreement) to perform its or their respective obligations under any of the Transaction Agreements by deducting such amounts from Distributions that otherwise would be made to a Member hereunder.
- [b] If a final, non-appealable determination is made that a Member (or its Parent (as defined in the Contribution Agreement)) has an indemnification obligation under the Contribution Agreement, and such obligation has not been paid, each Member hereby acknowledges and agrees that the Company shall, subject to the terms and conditions of this Section 16.22, and each Member authorizes the Company to, recoup an amount up to the full amount of such Member's indemnification obligation under the Contribution Agreement by deducting such amount from any Distributions that otherwise would be made to such Member, and to pay such deducted amounts to the indemnified Member if the indemnification obligation is owed to such other Member; [REDACTED]

[REDACTED]

[REDACTED] Notwithstanding the preceding provisions of this Section 16.22[b], if requested in writing by the Member owing the indemnification obligation, the Company will forebear from recouping the amount of any such indemnification obligation by deducting all or any part of such amount from any Distributions to be made to such Member for a period of up to 90 days, and the parties will negotiate in good faith regarding an alternative method for satisfaction of all or any amount of such indemnification obligation in lieu of recouping by deducting such amount from Distributions to be made to such Member

- [c] Each Member hereby acknowledges and agrees that the Company has the right to, and authorizes the Company to, recoup any undisputed amounts owed by such Member or any of its Affiliates to the Company that are past due under any of the Ancillary Agreements by deducting such amounts from any Distributions to be made to such Member.
- [d] Any amounts that are recouped by deducting such amounts from Distributions that otherwise would be made to a Member (including any such amounts that are redirected from one Member to another Member) in accordance with the preceding provisions of this Section 16.22 will be deemed to be Distributions actually made to the Member from whose Distributions such amounts were recouped and deducted for all purposes of this Agreement.

16.23 Governing Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of Delaware (without considering Delaware choice of law provisions). Any conflict or apparent conflict between this Agreement and the Act will be resolved in favor of this Agreement, except as otherwise required by the Act.

[Signature page follows.]

The Company and each of the Members has signed this First Amended and Restated Operating Agreement of The Alaska Wireless Network, LLC to be effective from the Effective Date, notwithstanding the actual date of signing.

The Alaska Wireless Network, LLC

By: _____
Name: _____
Title: _____

GCI Wireless Holdings, LLC

By: _____
Name: _____
Title: _____

ACS Wireless, Inc.

By: _____
Name: _____
Title: _____

Alaska Communications Systems Group, Inc., solely with respect to Sections 3.10[b], 6.5, 9.6, 11.11, 14.10, 15, 16.8, 16.20 and 16.22

By: _____
Name: _____
Title: _____

General Communication, Inc., solely with respect to Sections 3.10[b], 6.5, 9.6, 11.11, 14.10, 15, 16.8, 16.20 and 16.22

By: _____
Name: _____
Title: _____

[Signature Page to First Amended and Restated Operating Agreement]

EXHIBIT B

Initial Capital Contributions

Contributed Assets per the Contribution Agreement (

[REDACTED]

EXHIBIT D

Transferee's Agreement

As a **Transferee** of an Ownership Interest in The Alaska Wireless Network, LLC, a Delaware limited liability company governed by a First Amended and Restated Operating Agreement dated as of _____, 201__ (the "**Operating Agreement**"), the undersigned agrees to be bound as a party to such Agreement (which, as it may be amended, is hereby incorporated by reference), including the obligation to arbitrate disputes as set forth in the Operating Agreement and the Arbitration Agreement, and including that the Transferee makes the representations and warranties set forth in Sections 16.2 and 16.3 of the Operating Agreement. The **Transferee** acknowledges and agrees that, unless admitted as a Member of the limited liability company as provided in such Agreement, the **Transferee** will have only the limited rights of an assignee as specified by law.

Name of Transferee:

Date

Address: _____

Taxpayer ID Number: _____

Telephone Number: _____

Fax Number: _____

Name of Wireless Parent of Transferee:

Date

Address: _____

Taxpayer ID Number: _____

Telephone Number: _____

Fax Number: _____

EXECUTION COPY

Arbitration Agreement

This Arbitration Agreement (this “**Agreement**”) is entered into effective as of June 4, 2012 (the “**Effective Date**”), by and among Alaska Communications Systems Group, Inc., a Delaware corporation (“**ACS**”), General Communication, Inc., an Alaska corporation (“**GCI**”), The Alaska Wireless Network, LLC, a Delaware limited liability company (the “**Company**”), ACS Wireless, Inc., an Alaska corporation (the “**ACS Member**”) and GCI Wireless Holdings, LLC, an Alaska limited liability company (the “**GCI Member**”). ACS, GCI, the Company, ACS Member, GCI Member and any other Members of the Company or their Transferees are individually referred to in this Agreement as a “**Party**” and collectively as the “**Parties.**”

Recitals

A. ACS, GCI, ACS Member, GCI Member and the Company have entered into an Asset Purchase and Contribution Agreement dated as of the Effective Date (the “**Contribution Agreement**”), at the closing of which the ACS Member and the GCI Member will enter into an Amended and Restated Operating Agreement of the Company (the “**Operating Agreement**” and together with the Contribution Agreement, the “**Principal Documents**”). Each new Member (as defined in the Operating Agreement) and each Transferee (as defined in the Operating Agreement) will become a Party to this Agreement either by virtue of its execution of the Operating Agreement or its acquisition of an Ownership Interest (as defined in the Operating Agreement) in the Company.

B. The Parties desire that any and all disputes arising out of, or related to, the Principal Documents or any Ancillary Agreements (as defined in the Contribution Agreement) and any other agreement entered into pursuant to the Principal Documents and the Ancillary Agreements (collectively, the “**Transaction Agreements**”) be resolved in accordance with the policies and procedures set forth in this Agreement.

Agreement

1. Amicable Resolution.

[REDACTED]

[REDACTED]

2. Obligation to Arbitrate.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3. Pre-Arbitration Matters. [REDACTED]

[REDACTED]

[REDACTED]

4. Commencement of Arbitration.

a. Notice.

[REDACTED]

b. Appointment of an Arbitrator.

[REDACTED]

[REDACTED]