

[REDACTED]

[REDACTED]

c. Updates to Arbitrator List. [REDACTED]

5. **Place of Arbitration.** The place of arbitration will be within Anchorage, Alaska, unless the Parties to the Dispute otherwise mutually agree in writing.

6. **Arbitration Procedures.**

a. **Applicable Rules and Procedures.**

[REDACTED]

b. **Preliminary Meeting/Telephone Conference.**

[REDACTED]

c. **Time of Proceedings.**

[REDACTED]

d. **Written Decision.**

[REDACTED]

[REDACTED]

7. **Entry of Judgment.**

[REDACTED]

8. **Governing Law.** Any decisions of the Arbitrator or the Designated Budget Dispute Arbitrator will be made pursuant to, and this Agreement shall be governed, construed, and enforced in accordance with, the laws of the State of Delaware, without regard to conflicts of law principles thereunder, provided that this Agreement shall be subject to the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.*

9. **Extra Contractual Claims; Limitation on Damages.**

[REDACTED]

10. **Budget Disputes.**

a. **Budget Dispute.**

[REDACTED]

[REDACTED]

b. Appointment of Designated Budget Dispute Arbitrator.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

c. Updates to Designated Budget Dispute Arbitrator List.

[REDACTED]

d. Hearing Date.

[REDACTED]

[REDACTED]

e. Burden of Proof.

[REDACTED]

f. Opinion of Designated Budget Dispute Arbitrator.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

g. Disputed Expense.

[REDACTED]

11. Costs.

[REDACTED]

12. **Treatment of Parties as a Group.** [REDACTED]

13. **Failure to Participate.** [REDACTED]

14. **Time and Notice.** All notices, requests, demands, claims, and other communications under this Agreement (including the Answer and Reply) will be in writing, will be given to the Parties at the address and in accordance with the requirements applicable to notices given under Section 16.12 of the Operating Agreement and will be deemed to have been duly given and received in the same manner that notices under the Operating Agreement are deemed duly given and received.

15. **Confidentiality.** The Parties and the Arbitrator or Designated Budget Dispute Arbitrator, as applicable, will treat as confidential all aspects of the arbitration proceedings in respect of a Dispute, including any proceedings in respect of a Budget Dispute (including any pleadings, discovery, testimony, evidence, briefs and the award), unless the Parties otherwise agree in writing. For each Party, the foregoing will not apply to any information to the extent the disclosure of such information is (a) required pursuant to a court order or securities or other laws, rules or regulations, or (b) relevant in the context of subsequent litigation, mediation or arbitration between the parties hereto or their respective Affiliates.

16. **Headings; Section References.** The section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement. Unless otherwise specified, all section references in this Agreement are to sections of this Agreement.

17. **Entire Agreement; Benefit and Binding Effect.** This Agreement constitutes the entire understanding of the Parties with respect to the procedures by which any Dispute (including any Budget Dispute) between any of them arising under the Transaction Agreements will be resolved. No Party may assign this Agreement without the prior written consent of the other Parties. This Agreement is binding upon, and inures to the benefit of, the Parties and upon their respective permitted transferees and other successors-in-interest.

18. **Amendment.** This Agreement may be amended only by a written amendment executed and delivered by each party hereto. Any amendment will become effective upon such execution and delivery, unless otherwise provided.

19. **Waiver of Compliance; Consents.** Except as otherwise provided in this Agreement, any failure of any Party to comply with any obligation, representation, warranty,

covenant, agreement or condition herein may be waived by any Party entitled to the benefits thereof only by a written instrument signed by such Party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, representation, warranty, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of any Party, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this Section 19.

20. **Consolidation of Claims.** Certain of the Parties and their Affiliates have also entered into a Stand-Alone Arbitration Agreement dated as of June __, 2012 (the “Stand-Alone Arbitration Agreement”). If claims that arise under this Agreement are substantially related to claims that arise under the Stand-Alone Arbitration Agreement, the Parties agree that such claims may be consolidated and heard by a single Arbitrator pursuant to the terms of this Agreement.

21. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, and all of which counterparts together shall constitute one and the same fully executed instrument.

Signature page follows

EXHIBIT A
Arbitrator List

The Arbitrators listed below are approved by the Parties, subject to their meeting the Appointment Requirements at the time of appointment.

[REDACTED]

EXHIBIT B
Designated Budget Dispute Arbitrator List

The Designated Budget Dispute Arbitrators listed below are approved by the Parties, subject to their meeting the Budget Dispute Arbitrator Appointment Requirements at the time of appointment.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

EXECUTION COPY

Stand-Alone Arbitration Agreement

This Stand-Alone 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**”), ACS Wireless, Inc., a Delaware corporation (“**ACS Wireless**”), ACS Cable Systems, Inc., a Delaware corporation (“**ACS Cable Systems**”), General Communication, Inc., an Alaska corporation (“**GCI**”), and GCI Communication Corp., an Alaska corporation (“**GCI Corp.**”). ACS, ACS Wireless, ACS Cable Systems, GCI and GCI Corp. are individually referred to in this Agreement as a “**Party**” and collectively as the “**Parties.**”

Recitals

A. The Parties have entered into the following agreements: (1) the Bilateral IRU Agreement dated as of June 4, 2012 between GCI Corp. and ACS Cable Systems (the “**Bilateral IRU Agreement**”), (2) the HSPA Services Agreement dated as of June 4, 2012 between GCI and ACS Wireless, (3) the Network Access Agreement dated as of June 4, 2012 between GCI Corp. and ACS Wireless, (4) the GCI to ACS Master License Agreement for Wireless Tower Space and Power dated as of May 18, 2012 between GCI Corp. and ACS Wireless and (5) the ACS to GCI Master License Agreement for Wireless Tower Space and Power dated as of May 18, 2012 between GCI Corp. and ACS Wireless (collectively, the “**Stand-Alone Agreements**”).

B. The Parties desire that any and all disputes arising out of, or related to, the Stand-Alone Agreements and any other agreements entered into pursuant to the Stand-Alone Agreements (collectively, the “**Transaction Agreements**”) be resolved in accordance with the policies and procedures set forth in this Agreement.

Agreement

1. **Amicable Resolution.**

[REDACTED]

2. Obligation to Arbitrate.

[REDACTED]

[REDACTED]

[REDACTED]

3. Pre-Arbitration Matters.

[REDACTED]

4. Commencement of Arbitration.

a. Notice.

[REDACTED]

b. Appointment of an Arbitrator.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

c. Updates to Arbitrator List.

[REDACTED]

[REDACTED]

5. **Place of Arbitration.** The place of arbitration will be within Anchorage, Alaska, unless the Parties to the Dispute otherwise mutually agree in writing.

6. **Arbitration Procedures.**

a. **Applicable Rules and Procedures.**

[REDACTED]

b. **Preliminary Meeting/Telephone Conference.**

[REDACTED]

c. **Time of Proceedings.**

[REDACTED]

d. Written Decision.

[REDACTED]

7. Entry of Judgment.

[REDACTED]

8. Governing Law. Any decisions of the Arbitrator will be made pursuant to, and this Agreement shall be governed, construed, and enforced in accordance with, the laws of the State of Delaware, without regard to conflicts of law principles thereunder, provided that this Agreement shall be subject to the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.*

9. Extra Contractual Claims; Limitation on Damages.

[REDACTED]

10. Costs.

[REDACTED]

[REDACTED]

11. **Treatment of Parties as a Group.** [REDACTED]

[REDACTED]

12. **Failure to Participate.** [REDACTED]

[REDACTED]

13. **Time and Notice.** All notices, requests, demands, claims, and other communications under this Agreement (including the Answer and Reply) will be in writing, will be given to ACS and its Affiliates at the address and in accordance with the requirements applicable to notices given under Section 14.6 of the Bilateral IRU Agreement to ACS Cable Systems, will be given to GCI and its Affiliates at the address and in accordance with the requirements applicable to notices given under Section 14.6 of the Bilateral IRU Agreement to GCI Corp., and in each case will be deemed to have been duly given and received in the same manner that notices under such Section are deemed duly given and received.

14. **Confidentiality.** The Parties and the Arbitrator will treat as confidential all aspects of the arbitration proceedings in respect of a Dispute (including any pleadings, discovery, testimony, evidence, briefs and the award), unless the Parties otherwise agree in writing. For each Party, the foregoing will not apply to any information to the extent the disclosure of such information is (a) required pursuant to a court order or securities or other laws, rules or regulations, or (b) relevant in the context of subsequent litigation, mediation or arbitration between the parties hereto or their respective Affiliates.

15. **Headings; Section References.** The section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement. Unless otherwise specified, all section references in this Agreement are to sections of this Agreement.

16. **Entire Agreement; Benefit and Binding Effect.** This Agreement constitutes the entire understanding of the Parties with respect to the procedures by which any Dispute between any of them arising under the Transaction Agreements will be resolved. No Party may assign this Agreement without the prior written consent of the other Parties. This Agreement is binding upon, and inures to the benefit of, the Parties and upon their respective permitted transferees and other successors-in-interest.

17. **Amendment.** This Agreement may be amended only by a written amendment executed and delivered by each party hereto. Any amendment will become effective upon such execution and delivery, unless otherwise provided.

18. **Waiver of Compliance; Consents.** Except as otherwise provided in this Agreement, any failure of any Party to comply with any obligation, representation, warranty, covenant, agreement or condition herein may be waived by any Party entitled to the benefits thereof only by a written instrument signed by such Party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, representation, warranty, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of any Party, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this Section 18.

19. **Consolidation of Claims.** Certain of the Parties and their Affiliates have also entered into an Arbitration Agreement dated as of June __, 2012 (the "Arbitration Agreement"). If claims that arise under this Agreement are substantially related to claims that arise under the Arbitration Agreement, the Parties agree that such claims may be consolidated and heard by a single Arbitrator pursuant to the terms of the Arbitration Agreement.

20. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, and all of which counterparts together shall constitute one and the same fully executed instrument.

Signature page follows

IN WITNESS WHEREOF, this Stand-Alone Arbitration Agreement has been executed by the Parties as of the date first above written.

ALASKA COMMUNICATIONS SYSTEMS GROUP, INC.

By: AV 6/5/12
Name: Anand Vadapalli
Title: CEO & President

ACS WIRELESS, INC.

By: AV 6/5/12
Name: Anand Vadapalli
Title: CEO & President

ACS CABLE SYSTEMS, INC.

By: AV 6/5/12
Name: Anand Vadapalli
Title: CEO & President

GENERAL COMMUNICATION, INC.

By: W.C.B.
Name: William C. Behnke
Title: Senior Vice President

GENERAL COMMUNICATION CORP.

By: W.C.B.
Name: William C. Behnke
Title: Senior Vice President

EXHIBIT A
Arbitrator List

The Arbitrators listed below are approved by the Parties, subject to their meeting the Appointment Requirements at the time of appointment.

[REDACTED]

EXECUTION DRAFT

JOINT MAINTENANCE AGREEMENT

This Joint Maintenance Agreement (the “Agreement”) is made and effective as of _____, 201_ (the “Effective Date”), by and among The Alaska Wireless Network, LLC, a Delaware limited liability company (the “Company” or the “Service Recipient”), ACS Wireless, Inc., an Alaska corporation (“ACS”), and GCI Communication Corp., an Alaska corporation (“GCI”, and together with ACS, each a “Service Provider” or “Grantor”).

RECITALS

WHEREAS, the Company, ACS, and GCI are contemporaneously herewith entering into the Fiber, Facilities, and Capacity Contribution IRU Agreement for the grant to the Company by each of ACS and GCI of indefeasible rights of use in certain fiber, facilities, and capacity on certain circuits and networks (the “Contribution IRU Agreement”);

WHEREAS, GCI directly or through its Affiliates owns a fiber optic and microwave communications system described in the Contribution IRU Agreement (the “GCI System”), and ACS directly or through its Affiliates owns a fiber optic, copper, and microwave communications system described in the Contribution IRU Agreement (the “ACS System,” and together with the GCI System, each a “System”); and

WHEREAS, the parties desire to establish the terms and conditions pursuant to which a Service Provider will provide maintenance and repair and the Service Recipient will receive maintenance and repair in connection with the indefeasible rights of use to the facilities and networks granted under the Contribution IRU Agreement.

NOW, THEREFORE, for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), and intending to be legally bound hereby, the Company, ACS, and GCI hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions.

(a) Capitalized Terms. For purposes of this Agreement, the following capitalized terms shall be defined as follows:

“ACS” has the meaning given such term in the Preamble.

“ACS System” has the meaning given such term in the Recitals.

“Affiliate” means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such Person. For purposes of this definition, “control” (including the terms “controlled by,” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether

EXECUTION DRAFT

through the ownership of voting securities or partnership interests or other ownership interests, by contract, or otherwise.

“Agreement” has the meaning given such term in the Preamble.

“Arbitration Agreement” means that certain Arbitration Agreement between the Company, Alaska Communications Systems Group, Inc., a Delaware corporation, ACS, General Communication, Inc., an Alaska corporation, and GCI Wireless Holdings, LLC, an Alaska limited liability company, dated _____, 201_, as it may be amended from time to time.

“Cable” means the fiber optic cable and the fibers contained therein, and associated splicing connections, splice boxes, and vaults installed by a Grantor as part of its System.

“Company” has the meaning given such term in the Preamble.

“Connecting Point” has the meaning given such term in the Contribution IRU Agreement.

“Contribution IRU Agreement” has the meaning given such term in the Recitals.

“Core Capacity” has the meaning given such term in the Contribution IRU Agreement.

“Effective Date” has the meaning given such term in the Preamble.

“GCI” has the meaning given such term in the Preamble.

“GCI Systems” has the meaning given such term in the Recitals.

“Grantor” has the meaning given such term in the Preamble.

“NOC” means Network Operations Center.

“Operating Agreement” means the First Amended and Restated Operating Agreement of Alaska Wireless Network, LLC, dated as of _____, 2012, as amended from time-to-time.

“Outage” has the meaning given such term in Section 4.1(a).

“Person” means any natural person, corporation, general or limited partnership, limited liability company, joint venture, trust, association, unincorporated entity of any kind, or a governmental authority.

“Scheduled Maintenance” has the meaning given such term in Section 3.1.

“Service Provider” has the meaning given such term in the Preamble.

“Service Recipient” has the meaning given such term in the Preamble.

“System” has the meaning given such term in the Recitals.

EXECUTION DRAFT

“Third Party” means a Person that is not a party to this Agreement, an Affiliate of either party to this Agreement, or an officer or director of any of the foregoing.

“Unscheduled Maintenance” has the meaning given such term in Section 4.1.

Section 1.2 Clarifications. Words used in this Agreement, regardless of the gender and number specifically used, shall be deemed and construed to include any other gender and any other number as the context requires. As used in this Agreement, the word “including” shall be deemed to be followed by the words “without limiting the generality of the foregoing”, and the word “or” has the inclusive meaning of “and/or.” Except as specifically otherwise provided in this Agreement in a particular instance, a reference to an Article, Section, Exhibit or Schedule is a reference to an Article or Section of this Agreement or an Exhibit or Schedule hereto, and the terms “hereof,” “herein,” and other like terms refer to this Agreement as a whole, including the Exhibits and Schedules to this Agreement, and not solely to any particular part of this Agreement. The descriptive headings in this Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

ARTICLE II

**SERVICE PROVIDER RESPONSIBILITIES:
GENERAL MAINTENANCE PROCEDURES**

Section 2.1 Commercially Reasonable Efforts. ACS shall use commercially reasonable efforts to maintain, or cause to be maintained, the ACS System. GCI shall use commercially reasonable efforts to maintain, or cause to be maintained, the GCI System. The applicable Service Provider shall discharge its responsibility in a manner consistent with the practices of the telecommunications and submarine cable industries.

Section 2.2 Network Operations Center. All Service Provider Systems operated and maintained by Service Provider under this Agreement shall have monitoring and control functions and will report all alarms to the Service Provider's Network Operations Center in Anchorage (“NOC”). Service Provider's NOC shall be staffed and operational 365 days/year 24 hours/day and is responsible for dispatching and coordinating all maintenance activities. Service Provider's NOC shall use all commercially reasonable efforts to identify the source of impairments and resolve them as quickly as possible.

Section 2.3 Subcontracting. Service Provider may subcontract any of the maintenance services hereunder, provided that Service Provider shall require the subcontractor(s) to perform in accordance with the requirement and procedures set forth herein. The use of any such subcontractor shall not relieve Service Provider of any of its obligations hereunder.

Section 2.4 Connecting Point. The applicable Service Provider shall provide maintenance and repair only with respect to fibers, property, and equipment on the Grantor's side of any Connecting Point. Equipment and transmission capability and maintenance and repair