

Part 5 of 5

GCI SERVICES AGREEMENT

This GCI Services Agreement (this “Agreement”) is entered into effective as of _____ (the “Effective Date”), by and between GCI Communication Corp., an Alaska corporation (“Provider”), and The Alaska Wireless Network, LLC, a Delaware limited liability company (the “Company”). Provider and the Company are referred to in this Agreement individually as a “Party” and collectively as the “Parties.” For purposes of this Agreement, terms used in capitalized form will have the meanings set forth in Appendix 1.

Recitals

A. Provider is a diversified communications provider with operations primarily in the State of Alaska that offers facilities-based local and long-distance voice services, wireless services, video services, and data and Internet access to residential and business customers across the State of Alaska (the “Provider Business”).

B. The Company was formed as a joint venture between a wholly owned subsidiary of Provider (“GCI Member”) and a wholly owned subsidiary of Alaska Communications Systems Group, Inc. (“ACS Member,” and together with GCI Member, the “Owners”) to engineer, operate and maintain competitive wireless networks in Alaska and to design and implement competitive plans for the provision of wireless products and services in the Alaska market, and to engage in certain related and ancillary businesses (the “Company Business”).

C. The Company and Provider believe that it is in their mutual interests for the Company to obtain certain services from Provider in connection with the Company Business.

D. The parties desire to set forth in this Agreement the range of services to be performed by Provider for the Company and the basis upon which Provider will be compensated by the Company.

Agreement

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties, intending to be bound legally, agree as follows:

SECTION 1. SERVICES

1.1 Dedicated Employees. Provider shall provide to the Company the full time, exclusive services of certain employees of Provider (the “Dedicated Employees”), subject to and on the terms and conditions, including for the term and for the consideration, set forth on Exhibit A.

1.2 Shared Services. The Company engages Provider to provide to the Company certain shared services in connection with the Company Business (the “Shared Services”), and Provider accepts such engagement, subject to and on the terms and conditions, including for the term and for the consideration, set forth on Exhibit B.

1.3 Request for Professional Services. From time to time as the Company may deem necessary in its sole discretion (subject to the terms of the Operating Agreement), the Company may request an estimate from Provider for additional construction and professional services (the “Professional Services”), subject to and on the terms and conditions set forth on Exhibit C and upon acceptance of such estimate Provider shall provide Professional Services to the Company in the manner set forth on Exhibit C.

[REDACTED]

SECTION 2. PAYMENT PROCEDURES

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

SECTION 3. TERM

3.1 Term. The initial term of this Agreement will commence on the Effective Date and terminate on the sixth anniversary of the Effective Date (the “Initial Term”). If either the Company or Provider desires not to renew this Agreement at the end of the Initial Term, such Party shall give the other Party written notice at least one year prior to the end of the Initial

Term. If neither Party provides notice of its desire not to renew this Agreement beyond the Initial Term, the Parties will negotiate in good faith to agree on the terms and conditions upon which this Agreement will be extended beyond the Initial Term; provided, however, that the terms and conditions on which this Agreement shall be extended shall be subject to the terms of the Operating Agreement.

SECTION 4. DEDICATED EMPLOYEES AND PROVIDER EMPLOYEES

4.1 Personnel to Provide Services. Provider will make available to the Company the appropriate personnel to perform the duties required in connection with the Dedicated Employees described in Section 1.1, the Shared Services described in Section 1.2, and the Professional Services described in Section 1.3, as determined in Provider's reasonable discretion (subject, in the case of the Dedicated Employees, to the terms of the Operating Agreement) it being understood that any such personnel shall have the requisite skills and experience to perform competently and effectively the tasks assigned to them; provided, however, that Provider will consult with the CEO of the Company regarding the selection of all Dedicated Employees. Subject, in the case of the Dedicated Employees, to the terms of the Operating Agreement, Provider will be responsible for hiring, supervising, instructing, training, discharging, and otherwise managing all such employees and for administering any employee benefit plans in which such employees are entitled to participate. The Company acknowledges that the employees of Provider performing the Shared Services for the Company who are not Dedicated Employees, as well as any employees of Provider who may provide Professional Services ("Provider Employees"), also will be performing services for Provider and may be performing services for certain Affiliates of Provider. The Company also acknowledges that Provider may elect, in its reasonable discretion, to utilize independent contractors rather than employees of Provider to perform the Shared Services and any Professional Services from time to time, and such independent contractors will be included within the definition of Provider Employees under this Agreement, where applicable. Dedicated Employees shall dedicate their full business time and attention and exclusive efforts to the Company.

4.2 Provider as Employer. Notwithstanding the Shared Services or any Professional Services provided by Provider Employees or the provision by Provider of Dedicated Employees to the Company, the Parties acknowledge that Provider is and will remain the employer of all Provider Employees and all Dedicated Employees, and, subject to the provisions of this Agreement, will be responsible for the employment and training of all Provider Employees and all Dedicated Employees and for the payment of salaries, wages, benefits (including health insurance, retirement, and other similar benefits, if any) and other compensation applicable to all Provider Employees. All Dedicated Employees and all Provider Employees will be subject to the personnel policies of Provider and will be entitled to participate in Provider's employee benefit plans to the same extent as similarly situated employees of Provider performing services in connection with the Provider Business. Provider will be responsible for the payment of all federal, state, and local withholding taxes on the compensation of all Dedicated Employees and Provider Employees and other such employment related taxes as are required by law. The Company will cooperate with Provider to facilitate Provider's compliance with applicable federal, state, and local laws, rules, regulations, and ordinances applicable to the employment of all Dedicated Employees and all Provider Employees by Provider and their provision of Services to the Company under this Agreement.

4.3 Additional Employee Provisions. Provider will have the right to terminate the employment of any Dedicated Employees or any Provider Employee at any time. Provider will consult with the CEO of the Company prior to terminating the employment of any Dedicated Employee and will coordinate with the CEO of the Company in searching for and identifying appropriate candidates for the Company to fill such position.

4.4 Workers' Compensation and Unemployment Insurance. Provider shall continue to provide workers' compensation and unemployment compensation insurance coverage for all Dedicated Employees and for all Provider Employees at all times during the term of this Agreement in accordance with applicable laws.

SECTION 5. REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties of Provider. Provider represents and warrants to the Company as follows:

(a) Provider is a corporation duly organized, validly existing, and in good standing under the laws of the State of Alaska.

(b) Provider has the power and authority to enter into this Agreement and to perform its obligations under this Agreement.

(c) Provider is not subject to any contractual or other legal obligation that materially interferes with its full, prompt, and complete performance under this Agreement.

(d) The individual executing this Agreement on behalf of Provider has the authority to do so.

5.2 Representations and Warranties of the Company. The Company represents and warrants to Provider as follows:

(a) The Company is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware, and is duly qualified to do business in the State of Alaska.

(b) The Company has the power and authority to enter into this Agreement and to perform its obligations under this Agreement.

(c) The Company is not subject to any contractual or other legal obligation that materially interferes with its full, prompt, and complete performance under this Agreement.

(d) The individual executing this Agreement on behalf of the Company has the authority to do so.

SECTION 6. INDEMNIFICATION

6.1 Indemnification by Provider. Provider will indemnify, defend, and hold harmless the Company and the ACS Member and their Affiliates and the respective officers, directors,

members, managers, shareholders, employees, and agents, and the successors and assigns of any of them (collectively, the “Company Indemnitees”), from and against any and all claims, judgments, liabilities, losses, damages, costs, or expenses, including reasonable counsel fees, disbursements, and court costs (“Damages”), that any of the Company Indemnitees may suffer arising from or out of, or relating to, (a) the material breach of this Agreement by Provider or the gross negligence or willful misconduct of Provider in performing its obligations under this Agreement or (b) any claim brought against any of the Company Indemnitees by any Dedicated Employee or any Provider Employee or by any other Person related to the Services provided by Provider under this Agreement to the extent Provider is required to maintain insurance that would provide coverage with respect thereto as provided in Section 6.2(b)(ii) and Section 6.3.

6.2 Indemnification by the Company. The Company will indemnify, defend, and hold harmless Provider, its Affiliates, and each of their respective officers, directors, shareholders, employees, and agents, and the successors and assigns of any of them (collectively, the “Provider Indemnitees”), from and against any and all Damages that any Provider Indemnitee may suffer arising from or out of, or relating to, (a) any material breach by the Company of its obligations under this Agreement or any other act or omission by the Company or (b) any acts or omissions of Provider in providing the Services (including related in any way to the Dedicated Employees or the Provider Employees) to be provided by Provider pursuant to this Agreement (except in the case of clause (b), to the extent such Damages (i) are attributable to a material breach of this Agreement by Provider or the gross negligence or willful misconduct of Provider or such other Provider Indemnitee seeking indemnification under this Section 6.2, (ii) relate to claims of the type covered by any of the insurance set forth in Section 6.3 required to be maintained by Provider, or (iii) are payable by Provider pursuant to Section 7.6 or Section 7.7.

6.3 Insurance.

(a) Required Insurance Coverage. In furtherance of clause (b)(ii) of the last sentence of Section 6.2, Provider will procure and maintain in force during the term of this Agreement the following insurance coverage:

- (i) commercial general liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
- (ii) worker’s compensation insurance in amounts required by applicable law and employers’ liability insurance with a limit of not less than \$1,000,000 per occurrence;
- (iii) business automobile liability insurance (including owned, hired, and non-owned coverages) with a combined single limit for bodily injury (including death) and property damage of not less than \$1,000,000 each accident;
- (iv) aviation liability insurance (including owned, leased, chartered and non-owned coverages) with a limit of not less than \$5,000,000; and
- (v) excess or umbrella liability coverage over the commercial general liability, business automobile liability and aviation liability

insurances referenced above with limits of not less than \$5,000,000.

(b) Self-Insurance; Claims-Made Policies; Ratings. The Parties acknowledge that Provider shall be deemed to be in compliance with the provisions of this Section 6.3 if it maintains a self-insurance program providing for a retention of up to \$500,000 for each coverage set forth in Sections 6.3(a)(i), (ii), (iii) and (iv). If Provider provides any of the insurance coverages required under this Section 6.3 on a claims-made basis, such policy or policies shall be for at least a three-year extended reporting or discovery period. Unless otherwise agreed by the Company, Provider's insurance policies shall be obtained and maintained with companies rated "A" or better by Best's Key Rating Guide.

(c) Additional Insured; Waiver of Subrogation. Provider shall ensure that all insurance policies provided in accordance with this Agreement name the Company as additional insured. The additional insured coverage provided by Provider's insurance shall be primary to and non-contributory with any policies held by the Company, shall provide completed operations coverage, and otherwise shall provide coverage to the Company that extends identically to the coverage provided to Provider. Provider's insurance shall waive all rights of subrogation against the Company and its agents, officers, directors and employees. Certificates of insurance reasonably acceptable to the Company shall be provided to the Company, including copies of the additional insured and waiver of subrogation endorsements. The insurance required by this Agreement shall contain a provision that coverages afforded under the policies will not be cancelled until at least 30 days' prior written notice has been given to the Company as additional insured.

(d) Company As Named Insured. Provider may, at its discretion, fulfill its obligations under Sections 6.3(c) by adding the Company as a named insured to those insurance policies Provider maintains in fulfillment of Provider's obligations under Section 6.3(a). If Provider adds the Company as a named insured under such insurance policies, Provider shall have no obligation to name the Company as an additional insured under any of its policies notwithstanding the provisions of Section 6.3(c).

(e) Right To Inspect Policy. Provider shall provide to the Company all policies used by Provider to satisfy the requirements of Section 6.3(a) upon request by the Company.

6.4 Procedure for Indemnification. The procedure for indemnification shall be as follows:

(a) The Person claiming indemnification (the "Claimant") shall give written notice to the Party from which indemnification is sought (the "Indemnifier") of any claim, whether between or among Parties or brought by a third party, within 20 days of receiving notice, or becoming aware, thereof and specifying (i) the factual basis for such claim (to the extent known by the Claimant) and (ii) if known, the amount of the claim; provided that, failure to give such notice within 20 days shall not constitute a defense to any claim for indemnification unless, and only to the extent that, such failure materially prejudices the Indemnifier except that the Indemnifier shall not be liable for any expenses incurred during the period in which the

Claimant failed to give such notice. Thereafter, the Claimant shall deliver to the Indemnifier, promptly following the Claimant's receipt thereof, copies of all notices and documents (including court papers) received by the Claimant relating to the claim.

(b) Following receipt of notice from the Claimant of a claim, the Indemnifier shall have 30 days to make such investigation of the claim as the Indemnifier deems necessary or desirable. For the purposes of such investigation, the Claimant agrees to make available to the Indemnifier and/or its authorized representative(s) the information relied upon by the Claimant to substantiate the claim. If the Claimant and the Indemnifier agree at or prior to the expiration of said 30 day period (or any mutually agreed upon extension thereof) to the validity and amount of such claim, the Indemnifier shall immediately pay to the Claimant the full amount of the claim. If the Claimant and the Indemnifier do not agree within such period (or any mutually agreed upon extension thereof), the Claimant may seek a remedy in accordance with the Arbitration Agreement.

(c) With respect to any claim by a third party as to which a Claimant is claiming indemnification hereunder, the Indemnifier shall have the right, at its own expense, to participate in or assume control of the defense of such claim with counsel selected by the Indemnifier, and the Claimant shall cooperate fully with the Indemnifier, subject to reimbursement for actual out-of-pocket expenses incurred by the Claimant as the result of a request by the Indemnifier. Such cooperation shall include the retention and (upon the Indemnifier's request) the provision to the Indemnifier of records and information that are reasonably relevant to such third party claim, and making employees available at such times and places as may be reasonably necessary to defend against such third party claim for the purpose of providing additional information, explanation or testimony in connection with such third party claim. If the Indemnifier elects to assume control of the defense of any third party claim, the Indemnifier shall have the right to assert any counterclaims or defenses available to the Claimant against such third party, and the Claimant shall have the right to participate in the defense of such claim at its own expense and to employ counsel (not reasonably objected to by the Indemnifier), at its own expense, separate from the counsel employed by the Indemnifier, it being understood that the Indemnifier shall control such defense; provided that if the Claimant shall have reasonably concluded that separate counsel is required because a conflict of interest would otherwise exist, the Claimant shall have the right to select separate counsel to participate in the defense of such action on its behalf, at the expense of the Indemnifier. If the Indemnifier does not elect to assume control or otherwise participate in the defense of any third party claim, it shall be bound by the results obtained by the Claimant with respect to such claim. If the Indemnifier assumes the defense of a third party claim in accordance with this Section 6.4(c), the Indemnifier shall not be liable to the Claimant for any legal expenses subsequently incurred by the Claimant in connection with the defense thereof (other than during the period in which the Claimant shall have failed to give notice of the claim as provided above). Whether or not the Indemnifier assumes the defense of a third party claim, the Claimant shall not admit any liability with respect to, or settle, compromise or discharge, such third party claim without the Indemnifier's prior written consent, and the Indemnifier shall not have any indemnification obligation with respect to any settlement, compromise or discharge effected without its prior written consent.

6.5 Survival. The terms and conditions of this Section 6 will survive the expiration or termination of this Agreement, regardless of the reason for such expiration or termination.

SECTION 7. MISCELLANEOUS

7.1 Notices. All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be (i) in writing, (ii) sent by telecopy (with automatic machine confirmation), delivered by personal delivery, or sent by commercial delivery service or certified mail, return receipt requested, (iii) deemed to have been given on the date telecopied with receipt confirmed, the date of personal delivery, or the date set forth in the records of the delivery service or on the return receipt, and (iv) addressed as follows:

If to the Company:

The Alaska Wireless Network, LLC
c/o General Communication, Inc.
2550 Denali Street, Suite 1000
Anchorage, Alaska 99503
Attention: [REDACTED]

with a copy (which shall not constitute notice) to:

Sherman & Howard L.L.C.
633 17th Street, Suite 3000
Denver, CO 80202
Attention: [REDACTED]
Facsimile: [REDACTED]

If to Provider:

GCI Communication Corp.
2550 Denali Street, Suite 1000
Anchorage, Alaska 99503
Attention: General Counsel
Facsimile: [REDACTED]

with a copy (which shall not constitute notice) to:

Sherman & Howard L.L.C.
633 17th Street, Suite 3000
Denver, CO 80202
Attention: [REDACTED]
Facsimile: [REDACTED]

or to any such other or additional Persons and addresses as the Person to whom notice is to be provided may from time to time designate in a writing delivered in accordance with this Section 7.1.

7.2 Benefit and Binding Effect. Except as provided in Section 6, this Agreement shall inure solely to the benefit of the Parties, without conferring on any other Person any rights of enforcement or other rights. No Party may assign this Agreement without the prior written consent of the other Party. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

7.3 Entire Agreement. This Agreement together with the Operating Agreement and the Arbitration Agreement and all exhibits and schedules hereto or thereto, and all documents and certificates delivered by the Parties contemporaneously and in connection herewith, or to be delivered by the Parties pursuant hereto or in connection herewith, collectively represent the entire understanding and agreement between the Parties with respect to the subject matter hereof. This Agreement together with the Operating Agreement and the Arbitration Agreement supersede all prior negotiations, letters of intent or other writings between the Parties with respect to the subject matter hereof, and cannot be amended, supplemented or modified except by a written agreement which makes specific reference to this Agreement, the Operating Agreement or the Arbitration Agreement, as the case may be, and which is signed by the Party against which enforcement of any such amendment, supplement or modification is sought.

7.4 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 the Party entitled to the benefits thereof only by a written instrument signed by the 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 7.4.

7.5 Severability. If any provision hereof or the application thereof to any Person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by applicable law.

7.6 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), the rights of the parties to the dispute will be governed by the Arbitration Agreement. By executing this Agreement, each Party agrees that such Party has become a party to the Arbitration Agreement, without the necessity of signing the Arbitration Agreement as a separate document.

7.7 Prevailing Party. If any Party commences any arbitration or proceeding against another Party to interpret or enforce any of the terms of this Agreement as a result of an alleged breach by the other Party of any terms hereof, the nonprevailing Party shall pay to the prevailing Party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such arbitration or proceeding (including at any appellate level).

7.8 No Consequential or Indirect Damages. Except to the extent payable to a third party with respect to indemnification claims under Section 6.4(c), in no event shall any Party be liable under this Agreement to another Party for any punitive, incidental, indirect, special or consequential damages, 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.

7.9 Governing Law. 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.

7.10 [INTENTIONALLY OMITTED]

7.11 [INTENTIONALLY OMITTED]

7.12 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.

7.13 Payment of Expenses. Except as otherwise expressly provided in this Agreement, each of the Parties to this Agreement will bear its own expenses, including the fees of any attorneys and accountants engaged by such Party, in connection with this Agreement.

7.14 No Personal Liability. This Agreement will not create or be deemed to create or permit any personal liability or obligation on the part of any direct or indirect officer, director, member, manager, shareholder, employee or agent of either Party to this Agreement.

7.15 Force Majeure. No Party shall be liable for any delay or failure in performance of any part of this Agreement where such failure or delay is caused by the following events to the extent such delay or failure is beyond the reasonable control of such Party: acts of nature; acts of civil or military authority; embargoes; epidemics; terrorist acts; war; riots; insurrections; fires; explosions; earthquakes; nuclear accidents; floods; work stoppages; cable cuts; power blackouts; satellite failures or anomalies; volcanic action; other major environmental disturbances; or unusually severe weather conditions. In such event, the Party whose performance fails or is delayed shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such Party's obligations are related to the performance so interfered with). The Party whose performance fails or is delayed shall use its commercially reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall proceed to perform with dispatch once the causes of the failure or the delay are removed or cease.

7.16 Further Actions. The Parties will execute and deliver all documents, provide all information, and take or forbear from all actions, without further consideration, that may be necessary or appropriate to achieve the purposes of this Agreement. Without limiting the foregoing, the Company will cooperate with Provider in the performance of Provider's duties hereunder and will execute such documents, instruments and certificates and provide such information to Provider, at no cost to Provider, as may be necessary for Provider to perform the Services.

7.17 Relationship of the Parties. Each Party acknowledges and agrees that this Agreement does not create a fiduciary relationship, partnership, joint venture or relationship of trust or agency between the Parties.

7.18 Confidentiality.

(a) Definition. “Confidential Information” means any information marked, noticed, or treated as confidential by a Party or which such Party holds in confidence, including all trade secret, technical, business, or other information, including customer or client information, however communicated or disclosed, relating to past, present and future research, development and business activities.

(b) Obligations. All “Confidential Information” of a Party shall be subject to the terms and conditions of Section 16.20 of the Operating Agreement.

(c) Survival. The provisions of this Section 7.18 will survive the expiration or termination of this Agreement, regardless of the reason for such expiration or termination.

7.19 Rules of Construction. 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. Words used in this Agreement, regardless of the gender and number specifically used, will be deemed and construed to include any other gender, masculine, feminine, or neuter, and any other number, singular or plural, as the context requires. As used in this Agreement, the word “including” or any variation thereof is not limiting, and the word “or” is not exclusive. The word day means a calendar day. If the last day for giving any notice or taking any other action is a Saturday, Sunday, or a day on which banks in New York, New York and Anchorage, Alaska are closed, the time for giving such notice or taking such action will be extended to the next day that is not such a day.

7.20 Integral Transaction. The Parties acknowledge and agree that the transactions contemplated by this Agreement and the Ancillary Agreements (as defined in the Contribution Agreement) (collectively, the “Transaction Agreements”) are integral parts of the same transaction and that the Parties (and their Affiliates that may be parties to any of the Transaction Agreements) are entering into each of the Transaction Agreements contingent on the Parties (and their Affiliates that may be parties to any of the Transaction Agreements) entering into all such Transaction Agreements.

[Signature Page Follows]

This GCI Services Agreement is signed by the Parties to be effective as of the Effective Date, notwithstanding the actual date of execution.

COMPANY:

**THE ALASKA WIRELESS NETWORK,
LLC**

By: _____

Name: _____

Title: _____

PROVIDER:

GCI COMMUNICATION CORP.

By: _____

Name: _____

Title: _____

[Signature page to GCI Services Agreement]

APPENDIX 1
Definitions

A.1 Defined Terms. The following terms will have the following meanings for all purposes of this Agreement:

“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, except that the Company shall not be deemed to be an Affiliate of Provider or of either of the Owners or of any of their respective Affiliates. 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 through the ownership of voting securities, partnership or other ownership interests, by contract, or otherwise.

“Arbitration Agreement” means the Arbitration Agreement, as it may be amended from time to time, attached as an exhibit to and incorporated in the Operating Agreement.

“Contribution Agreement” means the Asset Purchase and Contribution Agreement dated as of June __, 2012, entered into by Alaska Communications Systems Group, Inc., the ACS Member, General Communication, Inc, the GCI Member, and the Company, as it may be amended from time to time.

“Operating Agreement” means the First Amended and Restated Operating Agreement of Company dated as of the Effective Date, as it may be amended from time to time.

“Person” means any natural person, corporation, limited liability company, general or limited partnership, trust, unincorporated organization of any time, association, governmental authority, or other entity.

“Services” means any and all services that may be provided from time to time during the term of this Agreement by Provider to the Company, including all services performed by the Dedicated Employees or the Provider Employees.

A.2 Other Definitions. The following terms will have the meanings for all purposes of this Agreement set forth in the Section reference provided next to such term:

<u>Definition</u>	<u>Section Reference</u>
ACS Member	Recital B
Agreed Hourly Rate Agreement	Exhibit C
Annual Fee	Preamble
CEO	Exhibit A
Claimant	6.4(a)
Company	Preamble
Company Business	Recital B

<u>Definition</u>	<u>Section Reference</u>
Company Indemnitees	6.1
Confidential Information	7.18(a)
Damages	6.1
Dedicated Employees	1.1
Effective Date	Preamble
[REDACTED]	Exhibit A
GCI Member	Recital B
Indemnifier	6.4(a)
Initial Term	3.1
Owners	Recital B
Party or Parties	Preamble
Professional Services	1.3
Provider	Preamble
Provider Business	Recital A
Provider Employees	4.1
Provider Indemnitees	6.2
[REDACTED]	1.4
Shared Services	1.2
Transaction Agreements	7.20

EXHIBIT A

DEDICATED EMPLOYEES

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

EXHIBIT B
SHARED SERVICES

[REDACTED]

EXHIBIT C

PROFESSIONAL SERVICES

[REDACTED]

EXHIBIT D

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

EXECUTION DRAFT

LOAN AGREEMENT

by and between

THE ALASKA WIRELESS NETWORK, LLC

and

GCI HOLDINGS, INC.

_____, 201_

LOAN AGREEMENT

This LOAN AGREEMENT (this “**Agreement**”) is made and entered into as of _____, 201_, by and between The Alaska Wireless Network, LLC, a Delaware limited liability company (the “**Borrower**”), and GCI Holdings, Inc., an Alaska corporation (the “**Lender**”) (the Lender and the Borrower, each a “**Party**” and collectively the “**Parties**”).

RECITALS:

WHEREAS, the Lender is a parent company of GCI Wireless Holdings, LLC, an Alaska limited liability company (the “**GCI Member**”), a member of the Borrower;

WHEREAS, the First Amended and Restated Operating Agreement of the Borrower, of even date herewith (the “**Operating Agreement**”), contemplates that the Lender will establish a credit facility in favor of the Borrower, subject to the terms, covenants and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

SECTION 1: DEFINITIONS

1.1 Definitions. The following terms, when used in this Agreement, shall have the following meanings:

“**ACS Member**” means ACS Wireless, Inc., an Alaska corporation.

“**Advance**” means any advance of funds made by the Lender to the Borrower pursuant to this Agreement.

“**Amortization Period**” means the four-year period beginning on the fourth anniversary of the Closing Date.

“**Arbitration Agreement**” has the meaning given such term in the Operating Agreement.

“**Bankruptcy**” of a Person means the occurrence of any of the following events: (a) the commencement of any proceeding against such Person as “debtor” for any relief under bankruptcy or insolvency laws, or laws relating to the relief of debtors, reorganizations, arrangements, compositions or extensions, without such proceeding being dismissed or stayed within 60 days after such commencement; or (b) the commencement by such Person of any proceeding for relief under bankruptcy or insolvency laws or laws relating to the relief of debtors, reorganizations, arrangements, compositions, or extensions.

“**Business Day**” means any day (other than a Saturday or Sunday) on which commercial banks are not required or authorized to close in New York City, New York or Anchorage, Alaska.

“Closing Date” means the date of this Agreement.

“Collateral” means all the personal property of the Borrower, wherever located and whether now existing or hereafter acquired, including all accounts, deposit accounts, inventory, goods, fixtures, chattel paper, instruments, investment property, letters of credit, letter-of-credit rights, documents, general intangibles, as-extracted collateral, commercial tort claims, money, and all proceeds and supporting obligations of any of the foregoing.

[REDACTED]

[REDACTED]

“Default” means any Event of Default or any event that with the giving of notice, or lapse of time, or both, would constitute an Event of Default.

[REDACTED]

“Event of Default” has the meaning set forth in Section 5.1.

“GCI Member” has the meaning set forth in the recitals hereof.

“Governmental Authority” means any government or any arbitrator, tribunal or court of competent jurisdiction, administrative agency, board, department or commission, legislative body or other governmental authority or instrumentality (in each case whether federal, state, local, foreign, international or multinational) or entity which lawfully assumes the powers and functions of the same (including any taxing or other revenue collecting authority or other body).

“Indebtedness” means (a) all indebtedness for borrowed money, (b) all indebtedness for the deferred purchase price of property or services (other than trade payables incurred in the ordinary course of business and other than expense accruals and deferred compensation items arising in the ordinary course of business), (c) all obligations evidenced by notes, bonds, debentures or other similar instruments (other than performance, surety and appeal bonds arising in the ordinary course of business in respect of which such Person’s liability remains contingent), (d) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property), (e) all obligations under leases that have been or should be, in accordance with GAAP, recorded as capital leases, (f) all reimbursement, payment or similar obligations, contingent or otherwise, under acceptance, letter of credit or similar facilities and (g) any liability of others described in clauses (a) through (f) above that the Person has guaranteed or that is otherwise its legal liability.

“Indemnified Party” has the meaning set forth in Section 7.5.

[REDACTED]

[REDACTED]

“**Legal Requirements**” means applicable common law and any applicable statute, ordinance, code or other law, rule, regulation, order, technical or other standard, requirement or procedure enacted, adopted, promulgated or applied by any Governmental Authority, including any applicable order, decree or judgment which may have been handed down, adopted or imposed by any Governmental Authority.

“**Lender Facility**” means the Second Amended and Restated Credit and Guarantee Agreement dated as of January 29, 2010 among the Lender, GCI, Inc., the subsidiary guarantors party thereto, the lenders party thereto, Royal Bank of Canada, as syndication agent, CoBank, ACB, Union Bank of California, N.A. and Wells Fargo Bank, N.A., as documentation agents, and Calyon New York Branch, as administrative agent, as amended, restated, supplemented or refinanced from time to time.

“**Lender Facility Refinancing**” means the first refinancing of the Lender Facility prior to the Commitment Termination Date that provides revolving commitments of at least \$125 million and term loans and revolving commitments totaling at least \$250 million.

“**LIBOR**” means, for each Interest Period, the three-month London Interbank Offered Rate of interest on the first day of such Interest Period for dollar deposits as published in *The Wall Street Journal* from time to time, or if such rate does not so appear, in such other nationally recognized publication as the Lender may, from time to time, specify to the Borrower. On days when such a rate is not reported, the most recently reported rate on a preceding day will be deemed the applicable rate.

“**Liens**” means all claims, charges, restrictions, mortgages, pledges, security interests, liens or other encumbrances of any nature whatsoever (whether absolute, accrued, contingent or otherwise).

“**Material Adverse Change**” has the meaning set forth in Section 4.1(d).

“**Material Indebtedness**” means any Indebtedness (other than the Obligations) of the Borrower with an aggregate principal amount exceeding the greater of (a) the amount available for additional Advances under Section 2.1 less [REDACTED] and (b) [REDACTED].

“**Maximum Rate**” means the maximum lawful rate of interest permitted by the State of Alaska.

“**Obligations**” means all principal, interest and other obligations of the Borrower to the Lender arising under this Agreement, whether now existing or arising in the future, direct or indirect, fixed or contingent, joint, several or joint and several, including any extensions, renewals, refinancing, or changes in form thereof.

“**Operating Agreement**” has the meaning set forth in the recitals hereof.

“**Permitted Liens**” means (a) Liens existing on the Closing Date and set forth on Schedule 1 hereto; (b) Liens for taxes not yet due and payable; (c) mechanics’, carriers’, workmen’s, warehousemen’s, landlord’s, repairmen’s or other like Liens arising or incurred in the ordinary course of business consistent with past practice that secure obligations not yet due; (d) (i) easements, rights of way, zoning ordinances, building restrictions and other similar Liens affecting real property, (ii) Liens that have been placed by any developer, landlord or other third party on property over which easement rights have been granted or on any leased property and subordination or similar agreements relating thereto and (iii) unrecorded easements, covenants, rights-of-way and other similar restrictions, in each case that are not, individually or in the aggregate, material to the business or the assets of the Borrower, which do not prohibit or interfere with the current operation of any real property of the Borrower and which do not render title to any real property of the Borrower unmarketable; (e) Liens arising under original purchase price conditional sales contracts and equipment leases with third parties entered into in the ordinary course of business consistent with past practice; and (f) deposits to secure the performance of bids, trade contracts, leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature, in each case in the ordinary course of business.

“**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.

1.2 Construction of Certain Terms and Phrases. Unless the context of this Agreement otherwise requires: (a) words of either gender include the other gender; (b) words using the singular or plural also include the plural or singular, respectively; (c) the terms “hereof,” “herein,” “hereby,” “hereto” and similar words refer to this entire Agreement and not any particular section or any other subdivision of this Agreement; (d) references to a “Section” are to the sections of this Agreement; (e) the words “include” or “including” shall be deemed to be followed by “without limiting the generality of the foregoing” or “but not limited to” whether or not they are followed by such phrases or words of like import; (f) references to “this Agreement” or any other agreement or document shall be construed as a reference to such agreement or document, including any exhibits, appendices, attachments and schedules thereto, as amended, modified or supplemented and in effect from time to time and shall include a reference to any document that amends, modifies or supplements it; and (g) the word “or” has the inclusive meaning of “and/or”. Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified. 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. All capitalized terms used

herein and not expressly defined herein shall have the meanings given to them under the Operating Agreement.

SECTION 2: THE CREDIT FACILITY

2.1 Amount. The Lender hereby agrees, subject to the terms and conditions of this Agreement, to make one or more Advances to the Borrower during the period from the Closing Date up to but not including the Commitment Termination Date, within four Business Days of a written request therefore by the Borrower (which request shall specify the dollar amount of the requested Advance); provided that the principal amount of the outstanding Obligations (including interest, commitment fees, Letter of Credit costs and refinancing costs added to the principal amount of outstanding Obligations pursuant to Sections 2.3, 2.4, 2.5 and 2.6, respectively) plus the aggregate undrawn amount of all outstanding Letters of Credit shall not exceed (a) prior to any Lender Facility Refinancing, [REDACTED] and (b) following any Lender Facility Refinancing, [REDACTED], in each case, as the same may be reduced pursuant to Section 2.8(b). Within this limit, the Borrower may borrow, prepay and reborrow, subject to the terms and conditions of this Agreement, prior to the Commitment Termination Date. Each Advance shall be disbursed by the Lender by electronic funds transfer of immediately available funds to a bank account of the Borrower specified by the Borrower. For the avoidance of doubt, the Lender shall have no obligation to seek or obtain any Lender Facility Refinancing.

2.2 Purpose. The proceeds of the Advances will be used only to fund general company purposes of the Borrower but not to fund Distributions.

2.3 [REDACTED]

2.4 [REDACTED]

2.5 Letters of Credit. At the request of the Borrower, the Lender may, in its sole and absolute discretion, arrange for letters of credit to be issued for the account of the Borrower ("Letters of Credit"). Prior to the Amortization Period, all reimbursements, fees and other out-of-pocket costs incurred by the Lender in connection with each Letter of Credit shall be added to the principal amount of the Obligations. During the Amortization Period, the Borrower shall reimburse the Lender on demand for all reimbursements, fees and other out-of-pocket costs incurred by the Lender in connection with each Letter of Credit.

2.6 Refinancing Costs. Upon any Lender Facility Refinancing, a percentage of all commercially reasonable origination fees, amendment fees, attorney fees and other out-of-pocket costs incurred by the Lender in connection with such Lender Facility Refinancing shall be added to the principal amount of the Obligations. Such percentage shall equal [REDACTED] divided by the increase in the term loans and revolving commitments under the Lender Facility resulting from such Lender Facility Refinancing. Upon one (but not more than one) additional refinancing of the Lender Facility occurring after the Lender Facility Refinancing and prior to repayment of the outstanding Obligations in full, a percentage of all commercially reasonable origination fees, amendment fees, attorney fees and other out-of-pocket costs incurred by the Lender in connection with such refinancing shall be added to the principal amount of the Obligations or, if such refinancing occurs after the start of the Amortization Period, paid by the Borrower on demand. Such percentage shall equal the principal amount of the Obligations (including interest, commitment fees, Letter of Credit costs and refinancing costs added to the principal amount of outstanding Obligations pursuant to Sections 2.3, 2.4, 2.5 and 2.6, respectively) at the time of such refinancing divided by the aggregate principal amount of the term loans and revolving commitments under the Lender Facility resulting from such refinancing.

2.7 Principal Payments. [REDACTED] of the unpaid principal balance of the Obligations (including interest, commitment fees, Letter of Credit costs and refinancing costs added to the principal amount of outstanding Obligations pursuant to Sections 2.3, 2.4, 2.5 and 2.6, respectively) outstanding on the first day of the Amortization Period shall be due and payable on the last day of each Interest Period occurring during the Amortization Period until such Obligations have been paid in full.

2.8 Prepayment.

(a) Voluntary. The Obligations may be prepaid by the Borrower in whole or in part at any time without a premium or penalty, but only if and to the extent that the Borrower can reasonably demonstrate that it has enough FCF after making the prepayment to fund the next two ACS Preferred Distributions in accordance with the Operating Agreement. All prepayments received shall be first applied to the payment of accrued interest, commitment fees and other Obligations other than principal, and the balance applied in reduction of the principal amount of the Obligations. Principal amounts prepaid under this Section 2.8(a) prior to the Commitment Termination Date may be reborrowed prior to the Commitment Termination Date, subject to the terms and conditions of this Agreement.

(b) Mandatory. Upon the occurrence of any indebtedness for borrowed money by the Borrower from any Person other than the Lender, the ACS Member or the GCI Member, (i) the Borrower shall apply the proceeds from such indebtedness to prepay an equivalent amount of the Obligations and (ii) the maximum permitted principal amount of the Obligations set forth in Section 2.1 shall be reduced by the amount of such prepayment. If, at any time, the outstanding principal amount of the Obligations exceeds the maximum permitted principal amount of the Obligations set forth in Section 2.1, the Borrower shall immediately prepay the excess.

2.9 Computations. All computations of interest shall be made by the Lender on the basis of a year of 360 days, in each case for the actual number of days (including the first day, but excluding the last day) occurring in the period for which such interest is payable.

2.10 Default Interest. All amounts owed by the Borrower to the Lender under this Agreement during an Event of Default shall bear interest at the Default Rate.

2.11 Maximum Rate. All agreements between the Lender and the Borrower are expressly limited so that in no contingency or event whatsoever shall the interest paid or agreed to be paid to the Lender for the use, forbearance or detention of the Obligations exceed the Maximum Rate. If under any circumstance the Lender should ever receive an amount which would represent interest in excess of the Maximum Rate, such amount as would be excessive interest shall be applied to the reduction of the principal amount of the Obligations and not to the payment of interest.

SECTION 3: CONDITIONS TO ADVANCE

Each Advance shall be subject to the following conditions precedent:

(a) The Lender shall have received a written request for such Advance in accordance with Section 2.1, and, after the making of such Advance, the outstanding principal amount of the Obligations shall not exceed the maximum permitted principal amount of the Obligations set forth in Section 2.1;

(b) The representation and warranties contained in Section 4.1 shall be true and correct in all material respects on and as of the date of such Advance as though made on and as of such date; and

(c) No Default shall have occurred and be continuing, or would result from such Advance.

SECTION 4: REPRESENTATIONS AND WARRANTIES

4.1 Borrower Representations and Warranties. The Borrower represents and warrants to the Lender, on the Closing Date and on the date of each Advance, that:

(a) Organization, Standing and Authority. The Borrower is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, and the Borrower is duly qualified to conduct business in all such foreign jurisdictions in which such qualification is necessary for its conduct of its business. The Borrower has all requisite power (i) to own, lease, and use its assets as presently owned, leased, and used, (ii) to conduct its business as presently conducted, and (iii) to execute, deliver, and perform this Agreement.

(b) Authorization and Binding Obligation. The execution, delivery and performance of this Agreement by the Borrower have been duly authorized by all necessary limited liability company action on the part of the Borrower. This Agreement has been duly executed and delivered by the Borrower and constitutes its legal, valid, and binding obligation, enforceable against it in accordance with its terms, except to the extent such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally, and the application of general principles of equity.

(c) Absence of Conflicting Agreements. The execution, delivery and performance of this Agreement by the Borrower: (i) does not require the consent of any third party; (ii) does not conflict with any provision of the organizational documents of the Borrower; (iii) does not conflict with, result in a breach of, or constitute a default under, any Legal Requirements, (iv) does not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any material agreement, instrument, license or permit to which the Borrower is a party or by which the Borrower may be bound; and (v) does not create any Lien upon the Borrower's assets other than those in favor of the Lender during the Amortization Period.

(d) Claims and Legal Actions. There is no claim, legal action, arbitration, governmental investigation or other legal, administrative or tax proceeding, nor any order, decree or judgment, in progress or pending, or to the knowledge of the Borrower threatened, against or relating to the Borrower or to any of its assets or its business as to which there is a reasonable possibility of an adverse determination and that, if adversely determined, would reasonably be expected to result in a material adverse change in the Borrower's assets, liabilities, condition (financial or otherwise) or results of operations (a "Material Adverse Change").

(e) Compliance with Laws. The Borrower has complied with all applicable Legal Requirements, and the Borrower has not received any written notice of any claim that the Borrower is not in compliance with any applicable Legal Requirements, in each case except as would not reasonably be expected to result in a Material Adverse Change.

(f) Licenses. The Borrower possesses all franchises, licenses and permits to enable it to carry on its business as presently conducted, and all such franchises, licenses and permits are in full force and effect, in each case except as would not reasonably be expected to result in a Material Adverse Change.

(g) Title to Property. The Borrower has good and marketable title or leasehold interests, as the case may be, to all of its real and personal property, free and clear of all Liens (except for Permitted Liens), in each case except as would not reasonably be expected to result in a Material Adverse Change.

4.2 Lender Representations and Warranties. The Lender represents and warrants to the Borrower, on the Closing Date, that:

(a) Organization, Standing and Authority. The Lender is a corporation duly organized, validly existing and in good standing under the laws of the State of Alaska, and the Lender is duly qualified to conduct business in all such foreign jurisdictions in which such qualification is necessary for its conduct of its business. The Lender has all requisite power (i) to own, lease, and use its assets as presently owned, leased, and used, (ii) to conduct its business as presently conducted, and (iii) to execute, deliver, and perform this Agreement.

(b) Authorization and Binding Obligation. The execution, delivery and performance of this Agreement by the Lender have been duly authorized by all necessary corporate action on the part of the Lender. This Agreement has been duly executed and delivered by the Lender and constitutes its legal, valid, and binding obligation, enforceable against it in accordance with its

terms, except to the extent such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally, and the application of general principles of equity.

(c) Absence of Conflicting Agreements. The execution, delivery and performance of this Agreement by the Lender: (i) does not require the consent of any third party; (ii) does not conflict with any provision of the organizational documents of the Lender; (iii) does not conflict with, result in a breach of, or constitute a default under, any Legal Requirements, (iv) does not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any material agreement, instrument, license or permit to which the Lender is a party or by which the Lender may be bound; and (v) does not create any Lien upon the Lender's assets.

4.3 Lender Covenant. The Lender agrees that at all times prior to the Commitment Termination Date it will maintain availability under the revolving credit portion of the Lender Facility in the amount of (a) [REDACTED] prior to consummation of the Lender Facility Refinancing and (b) [REDACTED] thereafter, in each case, less the then outstanding Obligations under this Agreement.

SECTION 5: EVENTS OF DEFAULT

5.1 Events of Default. It shall be an event of default ("Event of Default") upon the occurrence of any of the following events:

- (a) The failure of the Borrower to pay any principal amount of outstanding Obligations to the Lender when the same shall become due and payable;
- (b) The failure of the Borrower to pay interest when the same shall become due and payable and such failure shall continue for a period of three Business Days;
- (c) The failure of the Borrower to make any other payment under the terms or provisions of this Agreement (other than payment of principal or interest) and such failure shall continue for a period of ten Business Days following notice to the Borrower by the Lender;
- (d) The Bankruptcy of the Borrower or of any member of the Borrower;
- (e) Any representation or warranty made or deemed made by the Borrower in this Agreement shall prove to have been incorrect in any material respect on or as of the date made or deemed made;
- (f) The Borrower shall (i) fail to make any payment on Material Indebtedness when due; or (ii) fail to perform or observe any term, covenant, or condition on its part to be performed or observed under any agreement or instrument relating to any Material Indebtedness, when required to be performed or observed; if, in either case, the effect of such failure is to accelerate, or to permit the acceleration of, after the giving of notice or passage of time or both, the maturity of such Material Indebtedness, whether or not such failure shall be waived by the holder of such Indebtedness;

(g) One or more judgments, decrees, or orders for the payment of money in excess of [REDACTED] in the aggregate shall be rendered against the Borrower, and such judgments, decrees, or orders shall continue unsatisfied and in effect for a period of 30 consecutive days without being vacated, discharged, satisfied, or stayed or bonded pending appeal; or

(h) Any event, transaction or occurrence occurs as a result of which the members of the Borrower on the Closing Date cease to own and control all of the economic interests and voting rights in the Borrower, except for transfers by the ACS Member and the GCI Member permitted by the Operating Agreement.

5.2 Remedies. Upon the occurrence of an Event of Default, (a) any obligation of the Lender to make Advances shall terminate, (b) if such event is an Event of Default specified in Section 5.1(d), the entire unpaid principal amount of the Obligations, interest accrued thereon and all other amounts owing by the Borrower under this Agreement, shall become immediately due and payable, and (c) if such event is any other Event of Default, the Lender may, by notice to the Borrower, declare the unpaid principal amount of the Obligations, interest accrued thereon and all other amounts owing by the Borrower under this Agreement to be immediately due and payable. Upon the occurrence and during the continuance of any Event of Default, the Lender is hereby authorized at any time and from time to time, without notice to the Borrower (any such notice being expressly waived by the Borrower), to set off and apply any and all obligations at any time owing by the Lender to or for the credit or the account of the Borrower against any and all of the Obligations, irrespective of whether or not the Lender shall have made any demand under this Agreement and although such obligations may be unmatured. The Lender agrees promptly to notify the Borrower after any such setoff and application; provided that, the failure to give such notice shall not affect the validity of such setoff and application. The rights of the Lender under this Section 5.2 are in addition to other rights and remedies (including other rights of setoff) which the Lender may have.

SECTION 6: SECURITY

6.1 Security Interest. The Borrower, as security for the due and punctual payment of the Obligations (including interest accruing on and after the filing of any petition in bankruptcy or of reorganization of the Borrower whether or not post filing interest is allowed in such proceeding), effective as of the first day of the Amortization Period, hereby grants to the Lender a security interest in the Collateral. The Borrower authorizes the Lender to prepare and on and after the first day of the Amortization Period to file financing statements describing the Collateral, amendments thereto, and continuation statements.

6.2 Standard of Care. The Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in the Lender's possession if the Collateral is accorded treatment similar to that which the Lender accords its own property. The Lender shall not be required to take any steps necessary to preserve rights against prior parties.

6.3 Expenses. All reasonable costs and expenses incurred by the Lender during the continuation of an Event of Default, including the disbursements and reasonable fees of the Lender's counsel and of any experts, consultants and agents, in connection with (a) the sale of, collection from or other realization upon any Collateral; (b) the exercise or enforcement of any

of the rights of the Lender under this Agreement; and (c) the failure by the Borrower to perform or observe any of the provisions of this Agreement, shall each be part of the Obligations secured hereby and be paid by the Borrower on demand.

6.4 Collections. Subject to Section 6.5, upon the occurrence and during the continuation of an Event of Default, the Lender may exercise any and all rights and remedies of the Lender against the Borrower under this Agreement, the Uniform Commercial Code of the State of Delaware and any other applicable law. Without limiting the foregoing:

(a) Disposition of Collateral. The Lender may sell, lease, or otherwise dispose of all or any part of the Collateral, whether by public or private sale or at any brokers' board, in lots or in bulk, for cash, on credit or otherwise, with or without representations or warranties, and upon such other terms as may be acceptable to the Lender, and the Lender may purchase at any public sale. At any time when advance notice of sale is required, the Borrower agrees that ten days' prior written notice shall be reasonable. In connection with the foregoing, the Lender may: (i) require the Borrower to assemble the Collateral and all records pertaining thereto and make the Collateral and records available to the Lender at a place to be designated by the Lender; (ii) enter the premises of the Borrower or premises under the Borrower's control and take possession of Collateral and all records pertaining thereto; (iii) without charge, use or occupy the premises of the Borrower or premises under the Borrower's control, including without limitation, warehouses and other storage facilities; (iv) without charge, use any patent, trademark, trade name or other intellectual property or technical process used by the Borrower in connection with any of the Collateral; and (v) rely conclusively upon the advice or instructions of any one or more brokers or other experts selected by the Lender to determine the method or manner of disposition of any of the Collateral and, in such event, any disposition of the Collateral by the Lender in accordance with such advice or instructions shall be deemed to be commercially reasonable.

(b) Collection of Receivables. The Lender may, but shall not be obligated to, take all actions reasonable or necessary to preserve, enforce or collect the Collateral consisting of accounts, chattel paper, electronic chattel paper, instruments, documents and general intangibles ("Receivables"), including without limitation, the right to notify account debtors and obligors on Receivables to make direct payment to the Lender, to permit any extension, compromise or settlement of any of the Receivables for less than face value, or to sue on any Receivables, all without prior notice to the Borrower.

(c) Proceeds. The Lender may collect and apply all proceeds of the Collateral, and may endorse the name of the Borrower in favor of the Lender on any and all checks, drafts, money orders, notes, acceptances or other instruments of the same or a different nature, constituting, evidencing or relating to the Collateral.

(d) Insurance Adjustments. The Lender may adjust, settle and cancel any and all insurance covering any Collateral, endorse the name of the Borrower on any and all checks or drafts drawn by any insurer, whether representing payment for a loss or a return of unearned premium, and execute any and all proofs of claim and other documents or instruments of every kind required by any insurer in connection with any payment by such insurer.

The enumeration of the foregoing rights and remedies is not intended to be exhaustive, and the exercise of any right and/or remedy shall not preclude the exercise of any other rights or remedies, all of which are cumulative and non-exclusive.

6.5 Member Cure Rights.

(a) Prior to exercising any rights or remedies with respect to the Collateral, the Lender shall provide the ACS Member and the GCI Member with written notice of its intention to do so (an "Exercise Notice"). The Lender shall forbear from exercising any rights or remedies with respect to the Collateral during the fifteen Business Days following receipt of such Exercise Notice (the "Cure Offer Period") to permit the ACS Member and the GCI Member to exercise their cure rights under Section 3.11 of the Operating Agreement; provided that, if the Lender receives a Cure Offer (as defined in the Operating Agreement) from the ACS Member during the Cure Offer Period (regardless of whether a Cure Offer is received from the GCI Member), then such forbearance period shall be extended to twenty Business Days following delivery of the Exercise Notice (the "Cure Date"). Following such forbearance period of fifteen or twenty Business Days, the Lender may exercise all of its rights and remedies with respect to the Collateral unless the outstanding Obligations have been satisfied in full pursuant to Section 6.5(b) or otherwise prior to the end of such forbearance period.

(b) If both the ACS Member and the GCI Member deliver Cure Offers during the Cure Offer Period, upon receipt of payment from the ACS Member on or before the Cure Date of an amount equal to one third of the outstanding Obligations as of the Cure Date, the Lender shall forgive the remaining outstanding Obligations as of the Cure Date in a deemed capital contribution by the Lender to the GCI Member (directly or through intermediate subsidiaries) in an amount equal to two thirds of the outstanding Obligations as of the Cure Date. If such payment is not received from ACS Member by the Cure Date, then the right to cure will expire and be deemed waived.

(c) If the ACS Member delivers a Cure Offer during the Cure Offer Period and the GCI Member does not deliver a Cure Offer, the Lender shall transfer (upon the ACS Member's satisfaction of the purchase requirements set forth in this Section 6.5(c)) all of the Lender's rights under this Agreement (including all security interests hereunder) for a purchase price equal to the amount of the outstanding Obligations as of the Cure Date, which the Lender agrees may be exercised by payment to the Lender, on or prior to the Cure Date, of such purchase price by wire transfer of immediately available funds to the Lender and the execution and delivery by the ACS Member, on or prior to the Cure Date, of an assignment in form and substance reasonably acceptable to the Lender. If ACS Member fails to pay or make irrevocable arrangements for the payment of the outstanding Obligations on or before the Cure Date, the right of the ACS Member to purchase the Lender's rights under this Agreement will expire and be deemed waived. Any sale by the Lender under this Section 6.5(c) will be made without any representations or warranties by the Lender other than customary representations as to ownership by the Lender of the outstanding Obligations and validity of the transfer.

6.6 Security Interest Absolute. All rights of the Lender under this Section 6, the security interest granted under this Section 6, and all obligations of the Borrower under this Section 6 shall be absolute and unconditional irrespective of (a) any lack of validity or

enforceability of any portion of this Agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or consent to any departure from this Agreement or any other agreement or instrument, (c) any exchange, release or non-perfection of any other collateral, or any release or amendment or waiver of or consent to or departure from any guarantee, for all or any of the Obligations, or (d) any other circumstance which might otherwise constitute a defense available to, or discharge of, the Borrower or any other obligor in respect of the Obligations or in respect of this Agreement.

6.7 Revival of Obligations. To the extent the Borrower or any other Person makes a payment or payments to the Lender, or the Lender enforces its security interest or exercises any right of setoff, and such payment or payments or the proceeds thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside, and/or required to be repaid to a trustee, receiver, or any other Person under any bankruptcy, insolvency, or other law or in equity, then, to the extent of such recovery, the Obligations or any part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment or payments had not been made, or such enforcement or setoff had not occurred.

6.8 Further Assurances. Upon the request of the Lender, on and after the first day of the Amortization Period, the Borrower shall do all acts and things as the Lender may from time to time reasonably deem necessary or advisable to enable it to perfect, maintain and continue the perfection and priority of its security interest in the Collateral, or to facilitate the exercise by the Lender of any rights or remedies granted under this Agreement or provided by law. Without limiting the foregoing, the Borrower agrees to execute and/or file, in form and substance satisfactory to the Lender, such financing statements, amendments thereto, supplemental agreements, assignments, notices of assignments and other instruments and documents as the Lender may from time to time reasonably request. In addition, in the event the Collateral or any part thereof consists of instruments, documents, or tangible chattel paper, the Borrower shall, upon the reasonable request of the Lender, deliver possession thereof to the Lender, together with any appropriate endorsements and/or assignments. Where Collateral is in the possession of a third party, the Borrower will join with the Lender in notifying the third party of the Lender's security interest and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of the Lender. The Borrower will cooperate with the Lender in obtaining control with respect to Collateral consisting of investment property, letter-of-credit rights, electronic chattel paper and deposit accounts.

SECTION 7: MISCELLANEOUS

7.1 Notices. All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be (i) in writing, (ii) delivered by personal delivery or sent by commercial delivery service or certified mail, return receipt requested, (iii) deemed to have been given on the date of personal delivery or the date set forth in the records of the delivery service or on the return receipt, and (iv) addressed as follows:

If to the Lender, to:

GCI Holdings, Inc.
c/o General Communication, Inc.
2550 Denali Street, #1000
Anchorage, Alaska 99503
Attention:

If to the Borrower, to:

The Alaska Wireless Network, LLC
[Address]
Attention: CEO

With copies to:

c/o Alaska Communications Systems Group, Inc.
600 Telephone Avenue
Anchorage, Alaska 99503
Attention: General Counsel

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

provided, however, that either Party from time to time may change its address or other information for the purposes of notices to such Party by giving notice specifying such change to the other Party.

7.2 Entire Agreement; Successors and Assigns. This Agreement and the Operating Agreement constitute the entire agreement and understanding between the Parties with respect to the subject matter herein and the transactions contemplated hereby, and any and all previous understandings, proposals, negotiations, agreements, commitments and representations, whether oral or written, are merged herein and are superseded hereby. Neither the Lender nor the Borrower shall be entitled to assign any of its rights or obligations under this Agreement without the prior written consent of the Lender, the Borrower and the ACS Member, which each may grant or withhold in its respective sole and absolute discretion. Any attempted assignment of rights or obligations under this Agreement other than in accordance with this Section 7.2 shall be null and void. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

7.3 Waiver. Any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof, but (i) no such waiver shall be effective unless set forth in a written instrument duly executed by such waiving Party and (ii) no waiver of any obligation of the Lender or of the requirements of Section 2.8(a) shall be effective without the

consent of the ACS Member. The failure or delay of either Party to require performance by the other Party of any provision of this Agreement shall not affect its right to require performance of such provision unless and until such performance has been waived by such Party in writing in accordance with the terms hereof. No waiver by either Party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion. All remedies, either under this Agreement or by law or otherwise afforded, shall be cumulative and not alternative.

7.4 No Third Party Beneficiary. Except as provided in Sections 7.2, 7.5 and 7.13, the terms and provisions of this Agreement are intended solely for the benefit of each Party and their respective successors or permitted assigns, and it is not the intention of the Parties to confer third-party beneficiary rights upon any other Person; provided, however, that the ACS Member is an express and intended third-party beneficiary of this Agreement and shall have the right to enforce (a) the rights of the Borrower and the obligations of the Lender hereunder, including the Lender's obligation to make Advances hereunder and (b) the provisions of Section 2.8(a).

7.5 Indemnity. [REDACTED]

7.6 No Consequential or Indirect Damages. Except to the extent payable to a third party, in no event shall any Party be liable under this Agreement to the other Party for any consequential, incidental, indirect, exemplary, special or punitive damages, 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.

7.7 Headings. The headings contained in this Agreement are solely for the convenience of the Parties and shall not be used or relied upon in any manner in the construction or interpretation of this Agreement.

7.8 Survival of Agreement. All terms contained in this Agreement shall survive the delivery of this Agreement and the making of the Advances and shall remain in full force and effect until all the Obligations are fully discharged.

7.9 Counterparts. The Parties may execute this Agreement in counterparts, which shall, in the aggregate, when signed by both Parties constitute one and the same instrument, and, thereafter, each counterpart shall be deemed an original instrument as against any Party who has signed it.

7.10 Governing Law. 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.

7.11 Dispute Resolution. If a dispute of any kind arises out of or relates to this Agreement (including any dispute concerning its construction, performance or breach), the rights of the parties to the dispute will be governed by the Arbitration Agreement, which is hereby incorporated by reference. By executing this Agreement, each Party agrees that such Party has become a party to the Arbitration Agreement, without the necessity of signing the Arbitration Agreement as a separate document.

7.12 Consent to Jurisdiction. Subject to Section 7.11, the Parties hereby irrevocably submit in any suit, action or proceeding arising out of or relating to this Agreement or any transactions contemplated hereby to the exclusive jurisdiction of the United State District Court for the District of Alaska or if jurisdiction is not available therein the jurisdiction of any court of the State of Alaska, and waive any and all objections to such jurisdiction or venue that they may have under the laws of any state or country, including any argument that jurisdiction, sites and/or venue are inconvenient or otherwise improper. Each Party further agrees that process may be served upon such Party in any manner authorized under the laws of the United States or Alaska, and waives any objections that such Party may otherwise have to such process.

7.13 Amendment; Invalidation. Except for waivers in accordance with Section 7.3, no modification or amendment of any provisions of this Agreement shall be valid unless it is in writing and signed by both Parties, and the ACS Member has given its written consent thereto. The invalidity or unenforceability of any provision of this Agreement shall be determined only by a court of competent jurisdiction. The Parties and the ACS Member hereby agree to use good faith efforts to negotiate an equitable adjustment to any provisions of this Agreement determined to be invalid or unenforceable with a view toward effecting the purposes of this Agreement, and the validity or enforceability of the remaining provisions of this Agreement shall not be affected thereby.

Signature page follows

IN WITNESS WHEREOF, the Parties have executed this Loan Agreement through their duly authorized officers as of the date set forth in the preamble to this Agreement.

THE ALASKA WIRELESS NETWORK, LLC

By: _____
Name: _____
Title: _____

GCI HOLDINGS, INC.

By: _____
Name: _____
Title: _____

EXECUTION COPY

TRANSMISSION SERVICE AGREEMENT

This Transmission Service Agreement (the "Transmission Service 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"), ACS Wireless, Inc., a Delaware corporation ("ACS"), and GCI Communication Corp., an Alaska corporation ("GCI," and together with ACS, each a "Service Provider" and collectively the "Member Carriers").

RECITALS

WHEREAS, ACS and any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with ACS ("ACS Affiliates") are engaged in the ACS Wireless Activities;

WHEREAS, GCI and any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with GCI ("GCI Affiliates") are engaged in the GCI Wireless Activities;

WHEREAS, the Member Carriers wish to pool their respective network facilities to better serve the public; and

WHEREAS, the Member Carriers have created the Company (through the ACS Member and the GCI Member) to accomplish their pooling of network facilities for the purpose of engaging in the wireless business; and

WHEREAS, ACS, GCI, and the Company are entering into a series of agreements contributing their wireless assets, including backhaul capacity, to the Company, the business and sole purpose of which is to own and operate the Wireless Business as described in the Company's Operating Agreement;

WHEREAS, solely as a part of this overall facilities-sharing arrangement, ACS desires to provide transmission services to the Company over certain leased facilities as described in Exhibit A (the "ACS Transmission Services"), and the Company desires to be provided with such transmission services by ACS; and

WHEREAS, solely as a part of this overall facilities-sharing arrangement, GCI desires to provide transmission services to the Company over certain leased facilities, as described in Exhibit B (the "GCI Transmission Services"), and the Company desires to be provided with such transmission services by GCI.

NOW, THEREFORE, in consideration of the entire value of the agreements made by and between ACS, GCI, and the Company, and for other 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

SERVICES

Section 1.1 ACS Transmission Services. ACS will contribute to the Company the ACS Transmission Services as reasonably requested by the Company and in such amounts as specified in Exhibit A.

Section 1.2 GCI Transmission Services. GCI will contribute to the Company the GCI Transmission Services as reasonably requested by the Company and in such amounts as specified in Exhibit B.

ARTICLE II

Intentionally Omitted

ARTICLE III

SERVICE AVAILABILITY; NON-DISCRIMINATION

Section 3.1 Service Availability. Each of ACS and GCI shall make commercially reasonable efforts to avoid service outages and to make the applicable service provided hereunder available at all times. However, subject in all respects to Section 3.2 hereof, neither ACS nor GCI warrant service availability or service quality to the Company.

Section 3.2 ACS Non-Discrimination. Notwithstanding anything set forth in Section 3.1, ACS shall: (i) provide the same level of availability of the ACS Transmission Service to the Company as ACS provides for its own traffic; and (ii) provide the same quality of service with respect to the ACS Transmission Service as ACS provides for its own traffic.

Section 3.3 GCI Non-Discrimination. Notwithstanding anything set forth in Section 3.1, GCI shall: (i) provide the same level of availability of the GCI Transmission Service to the Company as GCI provides for its own traffic; and (ii) provide the same quality of service with respect to the GCI Transmission Service as GCI provides for its own traffic.

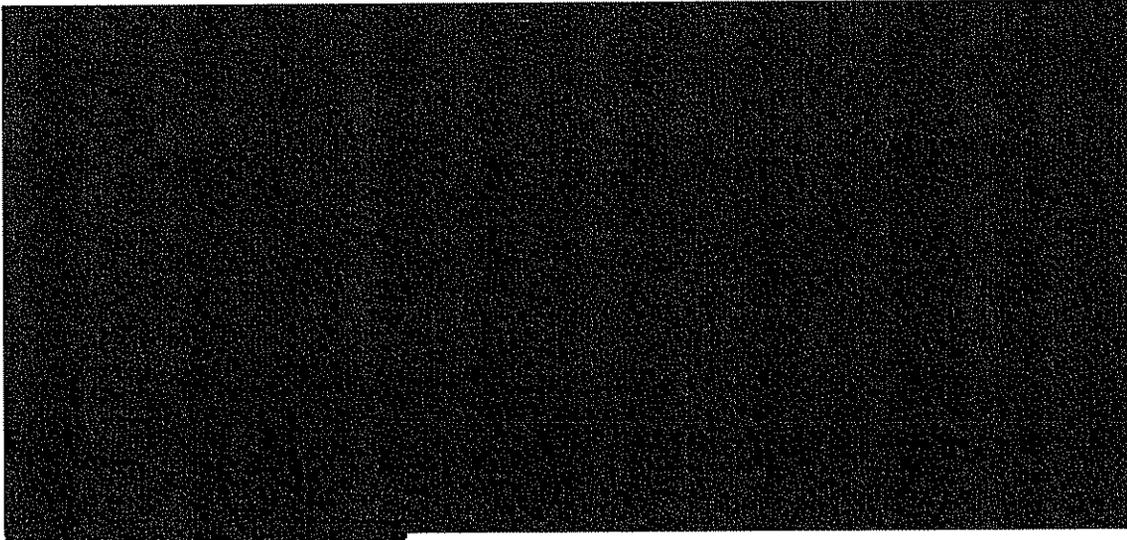
Section 3.4 Notification of Problems. The Company must notify the applicable Service Provider of any outages or problems experienced in using the ACS Transmission Service or the GCI Transmission Service. Each Service Provider shall operate and maintain a Network Operations Center (the “NOC”) staffed twenty-four (24) hours a day, seven (7) days a week by trained and qualified technicians. Service Provider’s maintenance technicians shall be available for dispatch twenty-four (24) hours a day, seven (7) days a week. Service Provider shall maintain a toll-free telephone number to contact technicians at the NOC.

Section 3.5 Limits on Use; Acceptable Use. The ACS Transmission Service and the GCI Transmission Service are limited to use by the Company and its carrier or end-user customers. The Company's use of the ACS Transmission Service is subject to ACS's Acceptable Use Policy as may be reasonably revised from time-to-time by ACS, provided that the Company is notified of any such change to ACS's Acceptable Use Policy. The Company's use of the GCI Transmission Service is subject to the GCI's Acceptable Use Policy, as may be reasonably revised from time-to-time by GCI, provided that the Company is notified of any such change to GCI's Acceptable Use Policy. For purposes of this Agreement each party's acceptable use policy is composed of the policies reasonably implemented by that Party to comply with its agreements with Third Party vendors relating to the services provided under this Agreement. At or prior to the Effective Date, GCI and ACS will provide the Company with copies of their respective Acceptable Use Policy.

Section 3.6 Disclaimer of Warranties. Neither ACS nor GCI exercises any control over, and s no responsibility for, the content carried by, respectively, the ACS Transmission Service or the GCI Transmission Service. Each of ACS and GCI disclaim any implied warranty of non-infringement or fitness for a particular purpose.

ARTICLE IV

CONSIDERATION FOR SERVICES



ARTICLE V

TERM AND TERMINATION

Section 5.1 Term. The term of this Transmission Service Agreement shall begin on the Effective Date and shall extend for a period of ten (10) years (the "Initial Term"). This Transmission Service Agreement shall automatically renew at the end of the Initial Term for an additional term of ten (10) years (the "Additional Term"). 

[REDACTED]

[REDACTED]

[REDACTED]

Notwithstanding the foregoing, this Transmission Service Agreement shall terminate upon dissolution of the Company with no further liability of the Company under this Transmission Service Agreement.

Section 5.2 Uncured Material Breach. This Agreement may be terminated by ACS in the event of a material breach of the terms of this Agreement by GCI, which breach goes uncured for thirty (30) days after receipt by GCI of written notice of the breach (from either the Company or ACS). This Agreement may be terminated by GCI in the event of a material breach of the terms of this Agreement by ACS, which breach goes uncured for thirty (30) days after receipt by ACS of written notice of the breach (from either the Company or GCI). The termination of this Agreement shall not affect the rights of any party hereto with respect to any breach of this Agreement by any other party occurring before such termination.

ARTICLE VI

REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGMENTS

Each party represents and warrants that:

- (a) it has the full right and authority to enter into, execute, deliver, and perform its obligations under this Transmission Service Agreement;
- (b) this Transmission Service Agreement constitutes a legal, valid and binding obligation enforceable against such party in accordance with its terms, subject to bankruptcy, insolvency, creditors' rights, and general equitable principles;
- (c) its execution of and performance under this Transmission Service Agreement shall not violate any applicable existing regulations, rules, statutes or court orders of any local, state or federal government agency, court or body; and
- (d) it will comply with all applicable local, municipal, state or federal laws, orders and regulations in its performance of this Transmission Service Agreement.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Entire Agreement. This Transmission Service Agreement, together with all exhibits and schedules hereto and thereto, represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the parties with respect to the subject matter hereof.

Section 7.2 Amendments. This Transmission Service Agreement may be amended only by a written amendment executed and delivered by each party hereto. Any amendment shall become effective upon such execution and delivery, unless otherwise provided.

Section 7.3 Waivers and Consents. No waiver of any breach of any of the terms of this Transmission Service Agreement will be effective unless such waiver is in writing and signed by the party against whom such waiver is claimed. No course of dealing will be deemed to amend or discharge any provision of this Transmission Service 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 party hereto required under this Transmission Service Agreement must be in writing and signed by such party to be effective. No consent given by a party hereto in any one instance will be deemed to waive the requirement for such party's consent in any other or future instance.

Section 7.4 Assignment. No party hereto may assign or transfer this Transmission Service Agreement, or its rights or obligations hereunder. Subject to the foregoing, this Transmission Service Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors, transferees and assigns.

Section 7.5 Governing Law. This Transmission Service Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Delaware, without regard to conflicts of laws and principles thereunder.

Section 7.6 Notices. All notices, consents, approvals, waivers or other communications hereunder will be in writing and will be delivered or sent addressed as follows or to such other address and party provides pursuant to the terms of this Section 7.6:

If to the Company:

The Alaska Wireless Network, LLC
c/o General Communication, Inc.
2550 Denali Street, Suite 1000
Anchorage, Alaska 99503
Attention: [REDACTED]

with a copy (which shall not alone constitute notice) to:

Sherman & Howard L.L.C.
633 17th Street, Suite 3000
Denver, CO 80202
Attention: [REDACTED]
Facsimile: [REDACTED]

If to ACS:

ACS Wireless, Inc.
600 Telephone Avenue
Anchorage, Alaska 99503
Attention: General Counsel/Risk Management Group

with a copy (which shall not alone constitute notice) to:

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

If to GCI:

General Communication Corp.
c/o General Communication, Inc.
2550 Denali Street, #1000
Anchorage, Alaska 99503
Attention: General Counsel

with a copy (which shall not alone constitute notice) to:

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

Any notices given in accordance with this Transmission Service Agreement will be deemed to have been duly given and received: (i) on the date of receipt if personally delivered, (ii) five (5) business days after being sent by U.S. first class mail, postage prepaid, (iii) the date of receipt, if sent by registered or certified U.S. mail, postage prepaid, or (iv) two (2) business day after having been sent by a nationally recognized overnight courier service with confirmation of delivery.

Section 7.7 Severability. Wherever possible, each provision of this Transmission Service 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 Transmission Service Agreement is held to be invalid, illegal or unenforceable in any respect, such action will not affect any other provision of this Transmission Service Agreement, and the parties shall negotiate in good faith for an amendment to this Transmission Service Agreement that would place them as close as possible to the position that they would have been in had the invalid, illegal or unenforceable provision had been valid, legal, and enforceable.

Section 7.8 Dispute Resolution.

(a) Arbitration Agreement. If a dispute of any kind arises under or in connection with, or relates to, this Transmission Service Agreement (including any dispute concerning its construction, performance or breach), the rights of the parties to the dispute will be governed by the Arbitration Agreement by and among 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.

Section 7.9 Counterparts. This Transmission Service 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 Transmission Service Agreement and any amendments to this Transmission Service Agreement.

Section 7.10 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 Transmission Service Agreement.

Section 7.11 Force Majeure. No party shall be liable for any delay or failure in performance of any part of this Transmission Service Agreement where such failure or delay is caused by the following events to the extent such delay or failure is beyond the reasonable control of such party: acts of nature; acts of civil or military authority; embargoes; epidemics; terrorist acts; war; riots; insurrections; fires; explosions; earthquakes; nuclear accidents; floods; work stoppages; cable cuts; power blackouts; volcanic action; other major environmental disturbances; or unusually severe weather conditions. In such event, the party whose performance fails or is delayed shall, upon giving prompt notice to the affected party, be excused from such performance on a day-to-day basis to the extent of such interference (and the affected party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such party's obligations are related to the performance so interfered with). The party whose performance fails or is delayed shall use its commercially reasonable efforts to avoid or remove the cause of nonperformance and both parties shall proceed to perform with dispatch once the causes of the failure or the delay are removed or cease.

Section 7.12 No. Third Party Beneficiaries. The terms and provisions of this Transmission Service Agreement are intended solely for the benefit of each party hereto and their respective successors and permitted assigns, and it is not the intention of the parties hereto to confer third-party beneficiary rights upon any other person.

IN WITNESS WHEREOF, each of the parties hereto has duly executed this Transmission Service Agreement as of the date first written above.

Signatures contained on next page.

THE ALASKA WIRELESS NETWORK, LLC

By _____
Name:
Title:

GCI COMMUNICATION CORP.

By _____
Name:
Title:

ACS WIRELESS, INC.

By _____
Name:
Title:

EXHIBIT A

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

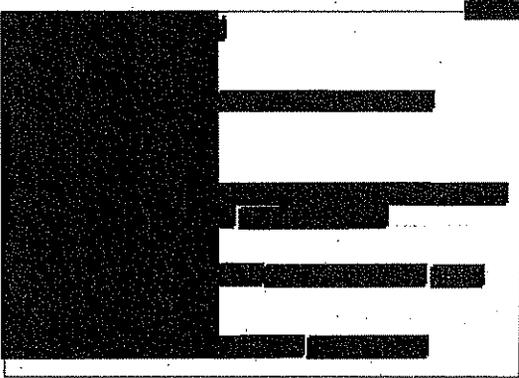
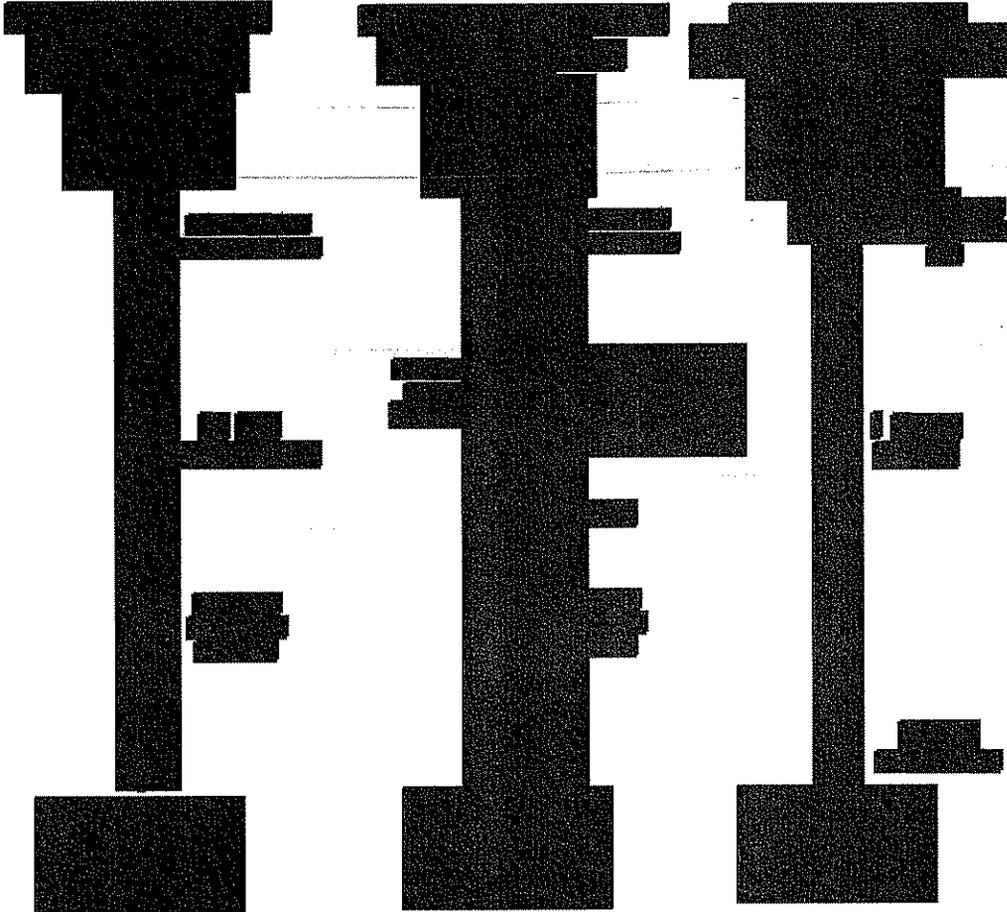


EXHIBIT B

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]