

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

**FORM 8-K**

**CURRENT REPORT**

**Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): November 12, 2018

ALASKA COMMUNICATIONS SYSTEMS GROUP, INC.

(Exact name of registrant as specified in its charter)

Delaware	000-28167	52-2126573
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

600 Telephone Avenue, Anchorage, Alaska	99503-6091
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code	907 - 297 - 3000
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(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

Alaska Communications Systems Group, Inc. (the “Company”) entered into a new employment arrangement (the “Arrangement”) with Laurie Butcher, the Company’s Senior Vice President, Finance. Ms. Butcher serves as the Company’s Principal Financial and Accounting Officer. The Arrangement provides for an increase in annual base salary to \$255,000 from \$223,203 and was effective October 1, 2018. The Arrangement is attached hereto as Exhibit 10.1

**Item 9.01 Financial Statements and Exhibits.**

<u>Exhibit No.</u>	<u>Description</u>
10.1	<a href="#">Employment arrangement between Alaska Communications Systems, Group, Inc. and Laurie Butcher</a>
10.2	<a href="#">Alaska Communications 2016 Officer Severance Policy</a>

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## SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: November 29, 2018

Alaska Communications Systems Group, Inc.

/s/ Leonard A. Steinberg  
Leonard A. Steinberg  
Corporate Secretary

## Exhibit Index

<u>Exhibit No.</u>	<u>Description</u>
10.1	Employment arrangement between Alaska Communications Systems, Group, Inc. and Laurie Butcher
10.2	Alaska Communications 2016 Officer Severance Policy

**Hand Delivered**

November 7, 2018

Lurie Butcher  
Senior Vice President, Finance

Dear Laurie:

As part of our ongoing commitment to ensure equity in our employees' compensation we are continually reviewing employee placement and reviewing the market to make sure that our compensation is competitive with that of industries like us. In light of this analysis and in recognition of your contributions in your role, your salary will be adjusted to appropriately reflect your qualifications and performance.

Effective October 1, 2018, you will receive \$255,000 in annual base salary paid on a weekly rate and delivered in bi-weekly payrolls, and a \$153,000 (60% of your base salary rate) target annual cash incentive for an annualized target cash compensation total of \$408,000.

Your actual incentive payment (a) will vary based on your and our Company's performance, (b) is earned and paid only after completion of the year-end financial audit, (c) is paid only to employees who continue to be regular, full time employees at the time payment is made in the year following the performance year, and (d) is pro-rated your first year based on your actual time in the position.

Another substantial component of your total compensation in this job is a target annual long-term incentive compensation award. Your total annual target long-term incentive compensation award as Senior Vice President of Finance will be 80.0% of your base salary rate, comprised of retention and performance cash and / or equity compensation. We determine actual awards based on your role and performance of that role, and prorate for your actual time in the position. All awards are contingent upon Board of Directors (BOD) approval, governing plan documents, and your execution of required award documents.

Alaska Communications has developed a Corporate Compliance Program (CCP) and Protection of Proprietary Information Policy (PIP) to help employees meet the Company's expectations. Adherence to all Alaska Communications Policies & Procedures is a condition of employment at Alaska Communications and new hires are expected to confirm their willingness to comply in writing. Copies of the current versions of both the CCP and PIP are attached for your advance review. By accepting our offer, you are agreeing to comply with these policies, as they may be amended from time to time in the future, and certify you are not obligated by any previously signed agreements that will preclude you from working at Alaska Communications.

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In your position as an officer of our company, you will become privy to confidential and highly-sensitive competitive and proprietary information concerning our business, including but not limited to our customers, the products and services we offer, our finances, our business strategies, and our future plans. You agree that during your employment with us, and for a period of twelve months after termination of your employment, you will not become an officer, director, employee, contractor, consultant, partner, joint-venture, or otherwise enter a business relationship or service with any competitor of Alaska Communications in the markets we are serving at the time your employment terminates; and for a period of twelve months after termination of your employment you also agree that you will not offer, encourage or solicit any other officer or employee of Alaska Communications to leave the company or enter into an employment or business relationship with you or your subsequent employer. If and when you leave Alaska Communications, you agree that you will not make any disparaging statements, whether oral or written, about the company, its officers, directors, or employees or any aspect of its business. In addition, you agree to always protect all Alaska Communications' confidential and proprietary information you learned as a result of your employment with us in accordance with the CCP and PIP.

As Senior Vice President, Finance, you will also continue to be covered by the Alaska Communications Officer Severance Policy. A copy of the current 2016 plan is attached. It may be modified in the future and, as modified, will apply to you.

Business conditions change from time to time and the commitment to provide continuing employment and your total compensation package depends upon the Company's success and continuing business requirements. As a result, I feel a responsibility to advise you that Alaska Communications is an "at will" employer. This means that either you or the Company can terminate the employment relationship at any time for any reason, with or without cause. While I feel the need to share these cautions, please also know that I feel confident that you are continuing with an organization that will prevail as the premier Alaskan communications service provider.

Laurie, I'm looking forward to watching teams grow under your leadership. If you have questions about this offer, please do not hesitate to speak with me.

Respectfully yours,

/s/ Anand Vadapalli  
Anand Vadapalli  
Chief Executive Officer

cc: Employee File

Accepted: /s/ Laurie Butcher  
Laurie Butcher

Date: November 12, 2018

<b>Alaska Communications 2016 Officer Severance Policy</b>	<b>P/P 250.0</b>
<b>Prepared by:</b> Legal	<b>Effective Date:</b>
<b>Supersedes:</b> 2015, 2014, 2010, 2008 & 2009 Officer Severance Policies & 2006 Officer Severance Plan	<i>December 12, 2016</i>
<b>Approved by:</b> <i>Compensation &amp; Personnel Committee of the Board of Directors</i>	

### **1. Purpose**

The Alaska Communications Systems Holdings, Inc. 2016 Officer Severance Policy (“the Policy”) is established to provide severance income continuance to Eligible Officers under certain termination and change in control circumstances as further defined in this Policy. In consideration for such severance income and benefits, the Eligible Officer will release Alaska Communications Systems Holdings, Inc. and its affiliates (the “Company”) from any and all actions, suits, proceedings, claims, and demands related to the termination.

### **2. Administration**

The Policy is administered by the Compensation and Personnel Committee (the “Committee”) designated by the Board of Directors of the Company (“the Board”). The Committee, subject to action of the Board, has complete discretion and authority with respect to the Policy and its application. The Committee reserves the right to interpret the Policy, prescribe, amend and rescind rules relating to it, determine the terms and provisions of the severance payments and make all other determinations it deems necessary or advisable for the administration of the Policy. The determination of the Committee on all matters regarding the Policy will be conclusive.

### **3. Eligibility**

Eligible Officers are regular full-time and part-time individuals employed by the Company for a minimum of six continuous months in the positions listed in this Section 3 below (“Eligible Officer(s)”). Eligible Officers will be eligible to participate in the Policy; provided, however, that an employee of the Company who is temporarily appointed to a particular eligible position in an acting manner, is not eligible to participate as a result of that temporary position. Additionally, any employee with an employment agreement that includes severance benefits will not be an Eligible Officer under this Policy.

Vice President  
Senior Vice President  
Executive Vice President  
President

### **4. Definitions**

a. “Cause” means the occurrence, at the sole discretion of the Company, of any of the following:

- (i) an act or acts of personal dishonesty or illegal or unethical acts knowingly performed by the Eligible Officer, including but not limited to omissions;
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(ii) a breach of a fiduciary duty owed to the Company, its Board, or stockholders (even if the Company is required to indemnify the Eligible Officer),

(iii) a breach of an obligation or violation of a provision applicable under any corporate compliance or ethics policy;

(iv) repeated failures or negligence by the Eligible Officer to perform faithfully and efficiently the duties, obligations and responsibilities of the position or engaging in conduct harmful to the Company or its employees, and which failures or conduct are not remedied after receipt of written notice from the Company within a period set forth in the notice, (where the Company has or may suffer immediate and grave harm from the Eligible Officer's continued employment, no advance warning may be provided); or

(v) a conviction or plea of guilty or "no contest" of the Eligible Officer for a felony or any misdemeanor involving theft, dishonesty, fraud or moral turpitude.

b. "Change of Control" means the occurrence of any of the following events:

(i) Any Company transaction or series of related transactions that result in the Company's voting stockholders owning less than fifty percent of the voting power of the new company;

(ii) During any period of two years or less, the election of an insurgent slate of directors comprising a new majority of the Board of Directors (an "insurgent slate" means director candidates not nominated by the incumbent board);

(iii) Approval by the Company's stockholders of a complete liquidation or dissolution of the Company; or

(iv) The sale of all or substantially all of the Company's assets.

c. "Death" means an Eligible Officer is dead or declared legally dead by a competent authority.

d. "Disability" or "Disabled" means a physical or mental impairment that renders an Eligible Officer incapable of working for at least six consecutive months during any one year period, not limited to a calendar year. In the event of a dispute regarding the presence of a Disability, the Company will seek the opinion of an independent physician.

e. "Eligible Officer" is defined in Section 3.

f. "Executive Officer" means an Eligible Officer who has one of the titles listed in this Section 4.f. below, provided, however, that an employee of the Company who is temporarily appointed to the position of Executive Officer as an acting Executive Officer, is not considered an Executive Officer for purposes of the benefits provided under this Policy.

Executive Vice President  
Senior Vice President  
President

g. "Good Reason" means the occurrence of any of the following events without the Eligible Officer's written consent, provided, however within 60 days following the occurrence of the event, the Eligible Officer must provide at least 30 days written notice of intent to resign specifying the specific Good Reason for resignation and during which time the Company has not provided a cure sufficient to remove the Good Reason:

(i) a reduction in Target Annual Compensation of greater than 10% in any three year period, unless substantially all Eligible Officers' compensation is similarly reduced;

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- (ii) a significant reduction in other benefits (unless reduction applies to substantially all other Eligible Officers or substantially all full-time employees of the Company);
- (iii) a significant reduction in job title, responsibilities, number of employees under supervision, duties or a significant demotion, recognizing that the Company may, from time to time, have a business need to modify assigned responsibilities or reassign employees between Eligible Officers, which changes, in and of themselves, will not constitute Good Reason
- (iv) required relocation of the principal work location that is more than 60 miles from the prior work location; or
- (v) the Company's material breach of a material obligation owed under an employment agreement.

h. "Target Annual Compensation" means base salary, and target annual incentive compensation.

#### **5. Severance Pay and Benefits**

a. Any Eligible Officer whose employment with the Company is terminated under either of the circumstances described below in this Section 5.a., and who signs a form of waiver attached as Exhibit A within 21 days of termination of employment, or 45 days as may be required under applicable law, and does not revoke the signed waiver within the revocation period as required under applicable law, will be eligible for Severance Pay and Severance Benefits as described in this Section 5.

- i. An Eligible Officer is terminated by the Company or an affiliate without Cause, or
- ii. An Eligible Officer resigns for Good Reason after giving at least 30 days written notice of intent to resign specifying the specific Good Reason for the resignation and during which time the Company has not provided a cure sufficient to remove the Good Reason.

b. The amount of Severance Pay and Benefits to which an Eligible Officer may be entitled under this Policy will be determined in accordance with the Eligible Officer's position.

#### Position

Executive Officer

#### Severance Pay

- One times the annual base salary in effect on the termination date, unless resigning for Good Reason based on Section 4g(i) reduction in compensation, then annual base salary prior to reduction, to be paid in a lump sum within 60 days of termination; and
  - Sixty percent of the annual base salary in effect on the termination date, unless resigning for Good Reason based on Section 4g(i) reduction in compensation, then annual base salary prior to reduction, prorated based on termination date, to be paid in a lump sum within 60 days of termination; and
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- Annual cash incentive payment based on achievement of annual performance goals for the prior full performance year of Executive Officer's employment, if unpaid as of the date of termination to be paid if and when other executives are paid; and

Severance Benefit

Subject to Section 5c below, for up to one year after termination, reimbursement of any monthly federal medical COBRA premiums actually paid by the Executive Officer for continuing medical insurance coverage for the Executive Officer and family, less the standard employee contribution amount. Reimbursement will be provided no later than March 15 of the year after the year in which the expense was incurred.

Other Eligible Officers

Severance Pay

One times the annual base salary in effect on the termination date, unless resigning for Good Reason based on Section 4g(i) reduction in compensation, then annual base salary prior to reduction.

Severance Benefit

Subject to Section 5c below, for up to six months after termination, reimbursement of any monthly federal medical COBRA premiums actually paid by the employee for continuing medical insurance coverage for the employee and family, less the standard employee contribution amount. Reimbursement will be provided no later than March 15 of the year after the year in which the expense was incurred.

c. Replacement Medical Benefits. To the extent an Eligible Officer is eligible for medical benefits coverage under a subsequent employer's medical plan and before the applicable time period has elapsed, such Eligible Officer will no longer be eligible for a Severance Benefit. An Eligible Officer must notify the Company of the start date of the replacement coverage. Any payments for COBRA coverage or other benefits to which an Eligible Officer was not entitled must be reimbursed to the Company. Adequate documentation of payment of COBRA premiums is required in order to qualify for reimbursement.

d. Unvested Equity Compensation. Unless otherwise provided herein, Eligible Officers will not be eligible for any unvested equity compensation including, but not limited to, stock options, restricted stock, and performance stock.

e. Other Incentive Compensation. Unless otherwise provided herein, non-executive Eligible Officers will not be entitled to or deemed to have earned any cash or other bonus or incentive compensation payments for the final year or partial year of employment.

6. **Clawback Requirement.** Notwithstanding any other provisions of this Policy to the contrary, any compensation paid to an Eligible Officer pursuant to this Policy or any other agreement or arrangement with the Company which is subject to recovery under any law, government regulation or stock exchange listing requirement, will be subject to such deductions and clawback as may be required to be made pursuant to such law, government regulation or stock exchange listing requirement

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**7. Change of Control Severance Pay and Benefits**

Any Eligible Officer whose employment with the Company is terminated without Cause or who resigns for Good Reason within two and one half months before or one year after a Change of Control will be eligible for two times base salary and the Severance Benefit described in Part 5 above. In addition, all long term incentive compensation, whether equity or cash, will vest and be released or paid, as appropriate. Any eligible severance pay and benefits based on a termination prior to Change in Control is contingent upon and payable subsequent to Eligible Officers termination of employment without Cause or resignation for Good Reason and the consummation of the Change in Control.

Change of control, in and of itself, will not be deemed Good Reason for a resignation.

**8. Disability or Death**

In the event of the Death or Disability of an Eligible Officer while employed by the Company, no severance pay or benefits under this Policy will be payable, however, an Eligible Officer or his or her estate will be eligible for a prorated annual cash incentive payment based on the time of active work in the last performance year. Eligibility for this partial cash incentive award is in accordance with the Company's incentive compensation policy, including adjustments for Company and individual performance, and giving credit for active work time in the last performance year.

Unless otherwise provided for in a particular incentive award agreement, no other incentive compensation, unvested equity compensation or bonus will be deemed to have been earned or be paid for the final year or partial year of employment following a death or Disability.

**9. Non-Compete, Non-Disparagement and Non-Solicitation**

Attached as Exhibit A to this Policy, and incorporated herein by reference, is a Form of Officer's Release ("Release") that provides, among other things, restrictions for competition, disparagement and solicitation of other Company employees. An Eligible Officer must acknowledge, agree to, and sign the Release prior to receiving any severance pay or benefits under this Policy. If, during the term that an Eligible Officer is receiving any severance pay or benefits described in this Policy, the Eligible Officer violates the terms of this Agreement, the Release, or any other noncompetition or nondisclosure agreement with the Company, the Company's obligations to the Eligible Officer under this Policy will automatically terminate.

**10. Tax Withholding; Section 280G**

The Company may withhold from any cash amounts payable to an Eligible Officer under this Policy to satisfy all applicable federal, state, local or other income (including excise) and employment withholding taxes. In the event the Company fails to withhold such sums for any reason, or withholding is required for any noncash payments provided in connection with the Eligible Officer's termination of employment, the Company may require the Eligible Officer to promptly remit to the Company sufficient cash to satisfy all applicable income and employment withholding taxes. The Company will not make any "gross-up" payment to cover any personal tax liability of an Eligible Officer.

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Certain employees under Section 409A of the Internal Revenue Code may be required to delay payments that would otherwise be payable during the six month period immediately following separation from service.

In the event that the severance pay or benefits provided under this Policy are subject to an excise tax under Section 280G of the Internal Revenue Code, then pay and benefits under this Policy will be either (i) delivered in full or (ii) reduced so that any payment is limited to 2.99 times "base amount," within the meaning of Section 280G(b)(3) of the Internal Revenue Code, whichever of the foregoing amounts results in the Eligible Officer's receipt of the greatest amount of benefits after tax. Eligible Officers must cooperate in good faith with the Company in any valuation of benefits that may be required under Section 280G of the Internal Revenue Code.

Any determinations required to be made related to Section 280G will be made in writing by an accounting or consulting firm selected by the Company, and will be conclusive and binding upon the Eligible Officer and the Company. The Company will bear all costs reasonably incurred in connection with any such calculations. In the event it is later determined that a greater reduction in payments should have been made to implement the objective and intent of this Section 9, the excess amount shall be returned immediately by the Eligible Officer to the Company, plus interest at a rate equal to 120% of the semi-annual applicable federal rate as in effect at the time of the Change in Control.

#### **11. Dispute Resolution and Governing Law**

The Committee will interpret the Policy with respect to any dispute that arises between an Eligible Officer and the Company. The decision of the Committee on all disputes regarding the Policy are conclusive.

This Policy will be governed by and construed in accordance with the laws of the state of Alaska, including all matters of construction, validity and performance, without regard to the principles of conflicts of law thereof, to the extent not superseded by applicable federal law. Each party will be responsible its own for legal fees and costs incurred in any dispute related to this Policy or the Release.

#### **12. Section 409A**

The intent of the Company is that the payments and benefits under this Policy comply with or be exempt from Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations and guidance promulgated thereunder (collectively, "Section 409A") and, accordingly, to the maximum extent permitted, this Policy shall be interpreted to be in compliance therewith.

Notwithstanding anything in this Policy to the contrary, any compensation or benefits payable under this Policy that is considered nonqualified deferred compensation under Section 409A and is designated under this Policy as payable upon termination of employment shall be payable only upon a "separation from service" with the Company within the meaning of Section 409A (a "Separation from Service").

Notwithstanding anything in this Policy to the contrary, if an Eligible Officer is deemed by the Company at the time of Separation from Service to be a "specified employee" for purposes of Section 409A, to the extent delayed commencement of any portion of the benefits to which he or she is entitled under this Agreement is required in order to avoid a prohibited distribution under Section 409A, such portion of the benefits shall not be provided to the Eligible Officer prior to the earlier of (i) the expiration of the six-month period measured from the date of Separation from Service with the Company or (ii) the date of the Eligible Officer's death. Upon the first business day following the expiration of the applicable Section 409A period, all payments deferred pursuant to the preceding sentence shall be paid in a lump sum, and any remaining payments due under this Policy shall be paid as otherwise provided herein.

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### 13. Miscellaneous

a. This Policy will not be deemed to create a contract of employment between the Company and the Eligible Officer and will create no right in the Eligible Officer to continue in the Company's employment for any specific period of time, or to create any other rights on the part of the Eligible Officer or obligations on the part of the Company, except as set forth herein. This Policy does not restrict the right of the Company to terminate the Eligible Officer, or restrict the right of the Eligible Officer to terminate employment.

b. Nonalienation of Benefits. Except in so far as this provision may be contrary to applicable law, no sale, transfer, alienation, assignment, pledge, collateralization or attachment of any benefits under this Policy will be valid or recognized by the Company.

c. Eligible Officers will retain applicable rights to indemnification under the Company's certificate of incorporation, or otherwise provided at law or pursuant to By-laws. Eligible Officers will continue to be covered by applicable Company insurance, including directors' and officers' liability or employment practices insurance coverage for work performed while employed by the Company.

d. This Policy is an unfunded compensation arrangement for a member of a select group of the Company's management and any exemptions under ERISA, as applicable to such an arrangement, will be applicable to this Policy.

e. All notices, requests, demands, and other communication with are required or may be given under this Policy will be in writing and will be deemed to have been duly given when delivered by hand or overnight courier service or three days after it has been mailed by United States registered mail, return receipt requested, postage prepaid, addressed to these respective addresses (or to such other addresses as the parties may notify each other of in the meantime using the same methods herein). Notice of change of address, however, is only effective only upon actual receipt.

If to the Company addressed to:

Alaska Communications Systems Holdings, Inc.  
600 Telephone Avenue MS65  
Anchorage, Alaska 99503

If to the Eligible Officer, addressed to the most recent address in the Company's personnel records.

f. This Policy supersedes all prior understandings (including oral agreements) between Eligible Officers and the Company concerning severance matters. Nevertheless; this Policy may be amended, modified, changed, or terminated by the Company without prior notification or negotiation, and any such future changes will be applicable to all Eligible Officers.

g. Protected Rights. Nothing contained in this Policy is intended to limit employees' ability to file a charge or complaint with any federal, state or local governmental agency or commission ("Government Agencies"). Further, this Policy should not be interpreted to limit employees' ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company. This Policy in not intended to limit employees' right to receive an award for information provided to any Government Agencies.

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Exhibit A

**OFFICER'S RELEASE**

**(Non-Compete, non-disparagement & non-solicitation)**

In exchange for a portion of the benefits described in the attached Alaska Communications Systems 2015 Officer Severance Policy (the "Policy"), to which I agree I am not otherwise entitled, I hereby release Alaska Communications Systems Group, Inc. (the "Company"), its respective affiliates, subsidiaries, predecessors, successors, assigns, officers, directors, employees, agents, stockholders, attorneys, and insurers, past, present and future (the "Released Parties") from any and all claims of any kind which I may have had, now have or may have against the Released Parties, whether known or unknown to me, by reason of facts which have occurred on or prior to the date that I have signed this Release in connection with, or in any way related to or arising out of, my employment or termination of employment with the Company; provided that such released claims will not include any claims to enforce my rights (i) under, or with respect to, the Policy, (ii) to indemnification provided at law or pursuant to the Company or its affiliates' By-Laws or insurance or to directors and officers' liability or employment practices insurance coverage, (iii) under COBRA or my vested rights under benefit or incentive plans; or (iv) as a stockholder. Notwithstanding the generality of the preceding sentence, such released claims include, without limitation, any and all claims under federal, state or local laws pertaining to employment, including the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e et seq., the Fair Labor Standards Act, as amended, 29 U.S.C. Section 201 et seq., the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Reconstruction Era Civil Rights Act, as amended, 42 U.S.C. Section 1981 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Family and Medical Leave Act of 1993, 29 U.S.C. Section 2601 et seq., and any and all state or local laws regarding employment discrimination and/or federal, state or local laws of any type or description regarding employment, including, but not limited to, any claims arising from or derivative of my employment with the Company, as well as any and all claims under contract or tort law or otherwise.

I hereby represent that I have not filed, nor will I in the future file, any action, complaint, charge, grievance or arbitration against the Company or the Released Parties arising out of or in any way related to or connected with my employment with the Company, except to the extent the law otherwise provides.

- I understand and agree that I must forever continue to keep confidential all proprietary or confidential information which I learned while employed by the Company, whether oral or written and as defined in the Corporate Compliance Program Manual ("Proprietary Information") and will not make use of any such Proprietary Information on my own behalf or on behalf of any other person or entity, except as specifically authorized by the Policy.
  - I understand and agree that as an employee of the Company, I have knowledge of confidential and highly-sensitive competitive and proprietary information concerning the Company's business, including but not limited to customers, products and services, finances, business strategies, intellectual property and future plans. I agree that, for period of twelve months after termination of my employment, I will not become an officer, director, employee, contractor, consultant, partner, joint-venture, or otherwise enter a business relationship or service with any competitor of the Company in the Alaska markets it serves.
  - I agree that for a period of twelve months after termination of my employment I will not offer, encourage or solicit any other officer or employee of Alaska Communications to leave the company or enter into an employment or business relationship with me or a subsequent employer.
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- I agree that I will not make, publish, or communicate; or aid, assist, or encourage others to make, publish or communicate, any negative, defamatory or disparaging remarks, comments or statements concerning the Company or its businesses or any of its officers, directors, employees, existing or prospective customers, suppliers, investors or other associated third parties to any person or entity, or in any public forum, except as required by law, and except that such statements may be made to members of the Board of Directors of the Company.
  - I expressly understand and agree that the Released Parties' obligations under this Release and the Policy are in lieu of any and all other amounts to which I might be, am now or may become entitled to receive from any of the Released Parties upon any claim whatsoever.
  - I understand that I must not disclose the terms of this Release and the Policy to anyone other than my immediate family, financial advisors and legal counsel and that I must immediately inform my immediate family, financial advisors and legal counsel that they are prohibited from disclosing the terms of this Release and the Policy.
  - It is understood that I will not be in breach of the nondisclosure provisions of this Release if I am required to disclose information pursuant to a valid subpoena or court order, provided that I notify the Company (to the attention of the General Counsel of the Company) as soon as practicable, but prior to the time in which I am required to disclose information, that I have received the subpoena or court order which may require me to disclose information protected by this Release. Notwithstanding the foregoing, I also may disclose the terms of this Release to government taxing authorities or the SEC, if required to do so.
  - Protected Rights. I understand that nothing contained in this Release or the Policy limits my ability to file a charge or complaint with any federal, state or local governmental agency or commission ("Government Agencies"). I further understand that this Release and the Policy do not limit my ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company. This Release and the Policy do not limit my right to receive an award for information provided to any Government Agencies.
  - I agree that any violation or breach by me of my nondisclosure obligations, without limiting the Company's remedies, will give rise on the part of the Company to a claim for relief to recover from me, before a court of competent jurisdiction, any and all amounts previously paid to or on behalf of me by the Company pursuant to this Policy, plus interest, but will not release me from the performance of my obligations under this Release.
  - I acknowledge that I may be subject to the Company's Insider Trading Policy for a period of time after my termination, and I agree to comply with the Insider Trading Policy until I am not longer subject to it.
  - I agree to make myself reasonably available to the Company to respond to requests by the Company for information concerning matters involving facts or events relating to the Company that may be within my knowledge, and to assist the Company as reasonably requested with respect to pending and future litigation, arbitrations, or other dispute resolutions.
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- Further, I understand and agree that if I breach certain of my obligations under this Release or the Policy; it would be difficult or impossible to measure the Released Parties' damages in dollars. Therefore, to enforce this Release and the Policy, I agree that the Released Parties have the right to, without posting any bond, cease making any payments or providing any benefits required by the Policy and obtain equitable relief in court including a temporary restraining order against me, or obtain temporary or permanent injunction, or any other equitable remedy that is available to the Released Parties.
- I have read this Release carefully, and I acknowledge that I have been given at least [21/45] days to consider all of its terms, and have been advised to consult with an attorney and any other advisors of my choice prior to executing this Release, and I have had the opportunity to do so. I fully understand that by signing below I am forever voluntarily giving up any right which I may have to sue or bring any other claims against the Released Parties, including any rights and claims under the Age Discrimination in Employment Act and any other discrimination laws, whether federal or state. I also understand that I have a period of seven days after signing this Release within which to revoke my Release, and that neither the Company nor any other person is obligated to provide any severance pay or benefits to me pursuant to the Policy until eight days have passed since my signing of this Release without my signature having been revoked. I understand that any revocation of this Release must actually be received by the General Counsel of the Company within the seven-day revocation period.
- I represent and acknowledge that I have decided to enter into this Release voluntarily, knowingly and without coercion of any kind.
- I represent and acknowledge that no representation, statement, promise, inducement, threat or suggestion has been made by any of the Released Parties or by any other individual to influence me to sign this Release, except such statements as are expressly set forth herein or in the Policy.

**This Release is final and binding and may not be changed or modified except by a written agreement signed by an authorized Officer of the company.**

\_\_\_\_\_  
Eligible Officer

Date: \_\_\_\_\_