

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 13D/A
(Rule 13d-101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT TO RULE 13D-1(A) AND AMENDMENTS THERETO FILED
PURSUANT TO RULE 13D-2(A)

(Amendment No. 15)¹

Alaska Communications Systems Group, Inc.

(Name of Issuer)

Common Stock, par value \$0.01 per share

(Title of Class of Securities)

01167P101

(CUSIP Number)

Karen Singer, 212 Vaccaro Drive, Cresskill, NJ 07626 (Telephone: 201-750-0415)

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

December 31, 2020

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box [X].

Note. Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. *See* Rule 13d-7 for other parties to whom copies are to be sent.

(Continued on following pages)

¹ The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, *see* the *Notes*).

1	NAME OF REPORTING PERSON Karen Singer	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*	(a) <input type="checkbox"/> (b) <input type="checkbox"/>
3	SEC USE ONLY	
4	SOURCE OF FUNDS* OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2I	<input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States	
	NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7 SOLE VOTING POWER 3,513,993
		8 SHARED VOTING POWER 0
		9 SOLE DISPOSITIVE POWER 3,513,993
		10 SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,513,993	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES*	<input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 6.5%	
14	TYPE OF REPORTING PERSON* IN	

1	NAME OF REPORTING PERSON TAR Holdings, LLC		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*		(a) <input type="checkbox"/> (b) <input type="checkbox"/>
3	SEC USE ONLY		
4	SOURCE OF FUNDS* OO		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2I		<input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware		
	NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 3,513,993 ²
		8	SHARED VOTING POWER 0
		9	SOLE DISPOSITIVE POWER 3,513,993 ³
		10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,513,993		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES*		<input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 6.5%		
14	TYPE OF REPORTING PERSON* OO		

² As the managing member of TAR Holdings, LLC, Ms. Singer has sole voting power of all securities held by TAR Holdings, LLC.

³ As the managing member of TAR Holdings LLC, Ms. Singer has sole dispositive power of all securities held by TAR Holdings, LLC.

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SCHEDULE 13D/A15

This constitutes Amendment No. 15 (the "Amendment No. 15") to the statement on Schedule 13D filed on behalf of Karen Singer, dated and filed December 15, 2017 (as amended, the "Statement"), relating to 3,513,993 shares (the "Shares") of common stock, \$0.01 par value per share (the "Common Stock"), of Alaska Communications Systems Group, Inc. (the "Issuer"). Unless specifically amended or modified hereby, the disclosure set forth in the Statement shall remain unchanged.

Item 4. Purpose of the Transaction

Item 4 of the Statement is hereby amended to add the following:

As previously disclosed, the Reporting Person entered into a voting agreement dated November 3, 2020 (the "Prior Voting Agreement"). The Prior Voting Agreement was entered into in connection with the announcement of a merger agreement ("Prior Merger Agreement") entered into among the Issuer, Macquarie Capital ("Macquarie"), and GCM Grosvenor ("GCM") pursuant to which the Issuer would have been acquired by an affiliate of Macquarie and GCM in an all cash transaction.

On January 4, 2021, the Issuer announced that the Prior Merger Agreement had been terminated, and that on December 31, 2020, it, Project 8 Buyer, LLC ("Parent"), and Project 8 MergerCo, Inc. had entered into a definitive agreement (the "Merger Agreement") pursuant to which it will be acquired by a newly formed entity owned by ATN International, Inc. ("ATN") and Freedom 3 Capital, LLC ("F3C") in an all cash transaction (the "Merger"). The Reporting Person's obligations under the Prior Voting Agreement have also terminated.

In connection with the Merger Agreement, the Reporting Person has entered into a voting agreement with Parent (the "Voting Agreement"). Pursuant to the Voting Agreement, the Reporting Person has agreed, among other things, to vote or cause to be voted any issued and outstanding shares of Common Stock beneficially owned by the Reporting Person, or that may otherwise become beneficially owned by the Reporting Person, during the term of the Voting Agreement, (1) in favor of adopting and approving the Merger Agreement and the transactions contemplated thereby, (2) against any action or agreement that would result in a breach of any covenant, representation or warranty or any other obligation of the Company contained in the Merger Agreement or of the Reporting Person contained in the Voting Agreement, and (3) against any Acquisition Proposal or any other action, agreement or transaction that is intended, or could reasonably be expected, to materially impede, interfere or be inconsistent with, delay, postpone, discourage or materially and adversely affect the consummation of the transactions contemplated by the Merger Agreement or the Voting Agreement.

The Reporting Person's agreements and obligations under the Voting Agreement will automatically terminate upon the earliest of (1) the vote of stockholders on the Merger, (2) any termination of the Merger Agreement, (3) any change in recommendation by the Board of Directors of the Issuer and (4) the date that is 14 months after the signing of the Merger Agreement.

The descriptions of the Voting Agreement and the Merger Agreement in this Item 4 are not intended to be complete and are qualified in their entirety by the text of such documents.

Except as described above in this Item 4 and herein and as contemplated by this Amendment No. 15, Ms. Singer does not currently have any specific plans or proposals that relate to or would result in any of the actions or events specified in clauses (a) through (j) of Item 4 of Schedule 13D. Ms. Singer reserves the right to take any and all actions that Ms. Singer may deem appropriate in connection with the Merger, the Merger Agreement and the Voting Agreement. In addition, Ms. Singer reserves the right to change plans and take any and all actions that Ms. Singer may deem appropriate to maximize the value of her investments, including, among other things, purchasing or otherwise acquiring additional securities of the Issuer, selling or otherwise disposing of any securities of the Issuer beneficially owned by her, in each case in the open market or in privately negotiated transactions, or formulating other plans or proposals regarding the Issuer or its securities to the extent deemed advisable by Ms. Singer in light of her general investment policies, market conditions, subsequent developments affecting the Issuer and the general business and future prospects of the Issuer. Ms. Singer may take any other action with respect to the Issuer or any of the Issuer's debt or equity securities in any manner permitted by applicable law.

Item 5. Interest in Securities of the Issuer

Item 5(a)-(c) of the Statement is hereby amended and restated as follows:

The aggregate percentage of shares of Common Stock reported owned is based upon 53,822,545 shares of Common Stock outstanding as of November 3, 2020, as reported in the Issuer's Form 10-Q filed with the Securities and Exchange Commission on November 9, 2020.

A. TAR Holdings

- (a) As of the date hereof, TAR Holdings beneficially owns 3,513,993 shares of Common Stock, which shares are held directly by TAR Holdings.

Percentage: Approximately 6.5%

- (b)
1. Sole power to vote or direct vote: 3,513,993
 2. Shared power to vote or direct vote: 0
 3. Sole power to dispose or direct the disposition: 3,513,993
 4. Shared power to dispose or direct the disposition: 0

- (c) As previously reported, the following table details the open market sales through a broker/dealer effected by TAR Holdings, LLC in the past 60 days that have not been previously reported:

Date of Transaction	Amount of Shares Sold	Price per Share (\$)
1/5/2021	16,040	3.3400
1/5/2021	299,250	3.3293
1/6/2021	500,000	3.3300
1/6/2021	100,000	3.3313
1/6/2021	69,227	3.3400
1/7/2021	241,199	3.3300

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B. Ms. Singer

(a) As of the date hereof, Ms. Singer, as the managing member of TAR Holdings, beneficially owns 3,513,993 shares of Common Stock held by TAR Holdings.

Percentage: Approximately 6.5%

- (b)
1. Sole power to vote or direct vote: 3,513,993
 2. Shared power to vote or direct vote: 0
 3. Sole power to dispose or direct the disposition: 3,513,993
 4. Shared power to dispose or direct the disposition: 0

(c) The following table details the transactions effected by Ms. Singer in the past 60 days that have not been previously reported: None.

As of the date hereof, the Reporting Person beneficially owns an aggregate of 3,513,993 shares of Common Stock, constituting approximately 6.5% of the Shares outstanding.

(d) No person other than the Reporting Person is known to have the right to receive, or the power to direct the receipt of dividends from, or proceeds from the sale of, the shares of Common Stock.

(e) Not applicable.

Item 7. Material to be filed as Exhibits

Item 7 of the Statement is hereby amended to add the following:

[99.10 Voting Agreement, dated December 31, 2020.](#)

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After reasonable inquiry and to the best of her knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: January 8, 2021

KAREN SINGER

/s/ Karen Singer

TAR HOLDINGS, LLC

By: /s/ Karen Singer
Name: Karen Singer
Title: Managing Member

VOTING AGREEMENT

This VOTING AGREEMENT (this "Agreement") is dated as of December 31, 2020, by and between the undersigned holder ("Shareholder") of common stock, par value \$0.01 per share (the "Company Common Stock") of Alaska Communications Systems Group, Inc. a Delaware corporation (the "Company") and Project 8 Buyer, LLC, a Delaware limited liability company ("Parent"). All terms used herein and not defined herein shall have the meanings assigned thereto in the Merger Agreement (as defined below).

WHEREAS, concurrently with the execution of this Agreement, the Company, Parent and Project 8 MergerCo, Inc., a Delaware corporation and wholly-owned subsidiary of Parent ("Merger Sub"), are entering into an Agreement and Plan of Merger (as such agreement may be subsequently amended or modified, the "Merger Agreement"), pursuant to which Merger Sub shall merge with and into the Company, whereupon the separate existence of Merger Sub shall cease, and the Company shall be the surviving corporation in the Merger, and in connection therewith, each outstanding share of Company Common Stock will be converted into the right to receive the Merger Consideration;

WHEREAS, Shareholder beneficially owns and has sole or shared voting power with respect to the number of shares of Company Common Stock identified on Exhibit A hereto (such shares, together with all shares of Company Common Stock with respect to which Shareholder subsequently acquires beneficial ownership during the term of this Agreement, including the right to acquire beneficial ownership (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended) through the exercise of any stock options, warrants or similar instruments, being referred to as the "Shares");

WHEREAS, the Voting Agreement dated November 3, 2020, by and between Shareholder and Juneau Parent Co, Inc. has been terminated pursuant to Section 7(b) thereof; and

WHEREAS, it is a condition to the willingness of Parent and Merger Sub to enter into the Merger Agreement that Shareholder execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the promises, representations, warranties and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Agreement to Vote Shares. Shareholder agrees that from and after the date of this Agreement until the termination of this Agreement in accordance with Section 7 hereof, at any meeting of shareholders of the Company, however called, or at any adjournment thereof, or in any other circumstances in which Shareholder is entitled to vote, consent or give any other approval, except as otherwise agreed to in writing in advance by Parent, Shareholder shall:

- (a) appear at each such meeting or otherwise cause the Shares to be counted as present thereat for purposes of calculating a quorum; and
- (b) vote (or cause to be voted), in person or by proxy, all the Shares (whether acquired heretofore or hereafter) that are beneficially owned by Shareholder or as to which Shareholder has, directly or indirectly, the right to vote or direct the voting, (i) in favor of adoption and approval of the Merger Agreement and the transactions contemplated thereby; (ii) against any action or agreement that would result in a breach of any covenant, representation or warranty or any other obligation or agreement of the Company contained in the Merger Agreement or of Shareholder contained in this Agreement; and (iii) against any Acquisition Proposal or any other action, agreement or transaction that is intended, or could reasonably be expected, to materially impede, interfere or be inconsistent with, delay, postpone, discourage or materially and adversely affect consummation of the transactions contemplated by the Merger Agreement or of this Agreement.

Section 2. Limitations on Transfers. While this Agreement is in effect until the termination of this Agreement in accordance with Section 7 hereof, Shareholder agrees not to, directly or indirectly, sell, transfer, pledge, assign or otherwise dispose of, or enter into any contract, option, commitment or other arrangement or understanding with respect to the sale, transfer, pledge, assignment or other disposition of, any of the Shares, except the following transfers shall be permitted: (a) sales in the open market through a broker dealer (whether by way of block trade or otherwise) but not in any private transaction or reverse inquiry transaction in which the identity of the purchaser is known to the Shareholder prior to such transfer, (b) transfers by will or operation of law, in which case this Agreement shall bind the transferee, (c) transfers pursuant to any pledge agreement, subject to the pledgee agreeing in writing to be bound by the terms of this Agreement, (d) transfers in connection with estate and tax planning purposes, including transfers to relatives, trusts and charitable organizations, subject to the transferee agreeing in writing to be bound by the terms of this Agreement, and (e) such transfers as Parent may otherwise permit in its sole discretion. Any transfer or other disposition in violation of the terms of this Section 2 shall be null and void.

Section 3. Representations and Warranties of Shareholder. Shareholder represents and warrants to and agrees with Parent as follows:

- (a) Shareholder has all requisite capacity and authority to enter into and perform his, her or its obligations under this Agreement.
- (b) This Agreement has been duly executed and delivered by Shareholder, and assuming the due authorization, execution and delivery by Parent, constitutes the valid and legally binding obligation of Shareholder enforceable against Shareholder in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.
- (c) The execution and delivery of this Agreement by Shareholder does not, and the performance by Shareholder of his, her or its obligations hereunder and the consummation by Shareholder of the transactions contemplated hereby will not, violate or conflict with, or constitute a default under, any agreement, instrument, contract or other obligation or any order, arbitration award, judgment or decree to which Shareholder is a party or by which Shareholder is bound, or any statute, rule or regulation to which Shareholder is subject or, in the event that Shareholder is a corporation, partnership, trust or other entity, any charter, bylaw or other organizational document of Shareholder.
- (d) Shareholder is the beneficial owner of, or is the trustee that is the record holder of, and whose beneficiaries are the beneficial owners of, and has good title to all of the Shares set forth on Exhibit A hereto, and the Shares are so owned free and clear of any liens, security interests, charges or other encumbrances. Shareholder does not own, of record or beneficially, any shares of capital stock of the Company other than the Shares (other than shares of capital stock subject to stock options or warrants over which Shareholder will have no voting rights until the exercise of such stock options or warrants). Shareholder has the right to vote the Shares and none of the Shares are subject to any voting trust or other agreement, arrangement or restriction with respect to the voting of the Shares, except as contemplated by this Agreement.
- (e) No broker, investment banker, financial advisor, finder, agent or other Person is entitled to any broker's, finder's, financial adviser's or other similar fee or commission in connection with this Agreement based upon arrangements made by or on behalf of the Shareholder in his or her capacity as such.

Section 4. Irrevocable Proxy. Subject to the last sentence of this Section 4, and solely in the event of a failure by Shareholder to act in accordance with Shareholder's obligations as to voting pursuant to Section 1, prior to the termination of this Agreement and without in any way limiting Shareholder's right to vote the Shares in its sole discretion on any other matters that may be submitted to a stockholder vote, consent or other approval, Shareholder hereby grants a proxy appointing Parent as such Shareholder's attorney-in-fact and proxy, with full power of substitution, for and in Shareholder's name, to vote, express consent or dissent, or otherwise to utilize such voting power in the manner contemplated by Section 1 above as the Parent or its proxy or substitute shall deem proper with respect to the Shares. Notwithstanding anything contained herein to the contrary, this irrevocable proxy shall automatically terminate upon the termination of this Agreement.

Section 5. No Solicitation. From and after the date of this Agreement until the termination of this Agreement pursuant to Section 7 hereof, Shareholder, in his, her or its capacity as a shareholder of the Company, shall not, nor shall such Shareholder authorize any partner, officer, director, advisor or representative of, such Shareholder or any of his, her or its affiliates to, (i) solicit or initiate any Acquisition Proposal or any inquiries, proposals or offers that constitute, or that could reasonably be expected to lead to, an Acquisition Proposal; provided, that Shareholder shall be permitted to respond to inbound inquiries and participate in discussions not solicited in violation of Shareholder's obligations hereunder, (ii) solicit proxies or become a "participant" in a "solicitation" (as such terms are defined in Regulation 14A under the Exchange Act) with respect to an Acquisition Proposal (other than the Merger Agreement) or otherwise encourage or assist any party in taking or planning any action that would compete with, restrain or otherwise serve to interfere with or inhibit the timely consummation of the Merger in accordance with the terms of the Merger Agreement, or (iii) initiate a shareholders' vote or action by consent of the Company's shareholders with respect to an Acquisition Proposal.

Section 6. Specific Performance and Remedies. Shareholder acknowledges that it will be impossible to measure in money the damage to Parent if Shareholder fails to comply with the obligations imposed by this Agreement and that, in the event of any such failure, Parent will not have an adequate remedy at law or in equity. Accordingly, Shareholder agrees that injunctive relief or other equitable remedy, in addition to remedies at law or in damages, is the appropriate remedy for any such failure and will not oppose the granting of such relief on the basis that Parent has an adequate remedy at law.

Section 7. Term of Agreement; Termination. The term of this Agreement shall commence on the date hereof and shall be in effect until the termination of this Agreement. This Agreement may be terminated at any time prior to consummation of the transactions contemplated by the Merger Agreement by the written consent of the parties hereto, and shall be automatically terminated upon the earliest to occur of: (a) the vote of stockholders at the Stockholder Meeting (subject to any adjournment thereof), (b) the termination of the Merger Agreement in accordance with its terms, (c) an Adverse Recommendation Change made in accordance with the Merger Agreement and (d) 14 months from the date of this Agreement. This Agreement may also be terminated by written notice of Shareholder provided in accordance with Section 13 hereof, upon any determination by Shareholder in the event the Merger Agreement is amended and such amendment contains, any material adverse change, in the sole discretion of Shareholder, without the prior written consent of Shareholder, to Sections 2.01 (*The Closing*), 2.03(a) (*Conversion of Shares*) or 2.04 (*Exchange and Payment*) of the Merger Agreement.

Section 8. Entire Agreement; Amendments. This Agreement supersedes all prior agreements, written or oral, among the parties hereto with respect to the subject matter hereof and contains the entire agreement among the parties with respect to the subject matter hereof. This Agreement may not be amended, supplemented or modified, and no provisions hereof may be modified or waived, except by an instrument in writing signed by each party hereto. No waiver of any provisions hereof by either party shall be deemed a waiver of any other provisions hereof by any such party, nor shall any such waiver be deemed a continuing waiver of any provision hereof by such party.

Section 9. Severability. In the event that any one or more provisions of this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, by any court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement and the parties shall use their reasonable efforts to substitute a valid, legal and enforceable provision which, insofar as practical, implements the purposes and intents of this Agreement.

Section 10. Capacity as Shareholder. The covenants contained herein shall apply to Shareholder solely in his or her capacity as a shareholder of the Company, and no covenant contained herein shall apply to Shareholder in any other capacity.

Section 11. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its rules of conflict of laws. The parties hereto hereby irrevocably and unconditionally consent to and submit to the exclusive jurisdiction of the courts of the State of Delaware and of the United States of America located in such state (the "Delaware Courts") for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby (and agree not to commence any litigation relating thereto except in such courts), waive any objection to the laying of venue of any such litigation in the Delaware Courts and agree not to plead or claim in any Delaware Court that such litigation brought therein has been brought in any inconvenient forum.

Section 12. Waiver of Jury Trial. The parties hereto hereby waive any right to trial by jury with respect to any action or proceeding related to or arising out of this Agreement, any document executed in connection herewith and the matters contemplated hereby and thereby.

Section 13. Notice. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or sent by overnight courier (providing proof of delivery) to Parent in accordance with Section 9.01 of the Merger Agreement and to Shareholder at its address set forth on Exhibit A attached hereto (or at such other address for a party as shall be specified by like notice).

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first written above.

PROJECT 8 PARENT, LLC

By: /s/ Michael Prior

Name: Michael Prior

Title: President

By: /s/ William Kreisher

Name: William Kreisher

Title: Vice President

SHAREHOLDER

TAR HOLDINGS, LLC

By: /s/ Karen Singer

Name: Karen Singer

Title: Managing Member

EXHIBIT A

NAME AND ADDRESS OF SHAREHOLDER	SHARES OF COMPANY COMMON STOCK BENEFICIALLY OWNED
TAR Holdings, LLC Karen Singer, Managing Member, TAR Holdings, LLC, 212 Vaccaro Drive, Cresskill, NJ 07626	4,739,709
