

SEVERANCE AGREEMENT AND RELEASE

THIS SEVERANCE AGREEMENT AND RELEASE ("Agreement") is made effective as of July 29, 2008 (the "Effective Date"), by and between Charles Kopp and the State of Alaska, Office of the Governor (the "Parties").

In consideration of the mutual promises set forth below, the Parties, intending to be legally bound, agree as follows:

1. *Voluntary separation.* The Parties agree that Charles Kopp has voluntarily resigned from his position as Commissioner of the Alaska Department of Public Safety.

2. *Severance.* The severance amount of \$10,000.00 shall be paid by treasury warrant made payable to Charles Kopp on or before August 8, 2008. This sum is not compensation for lost wages, no payroll deductions will be made from this payment, and the State of Alaska will report this payment to the IRS on a form 1099. Employee contributions to the Public Employees' Retirement System ("PERS") will not be withheld from this payment and this payment will not be included in any calculations, now or in the future, toward eligibility for benefits under PERS.

3. *Release.* Charles Kopp agrees that, in consideration of the State of Alaska's agreement to pay the sum of \$10,000.00 as set forth in paragraph 1 of this Agreement, Charles Kopp fully releases all claims that he has or could have asserted against the State of Alaska, its officers, employees, agents, representatives, insurers, servants,

successors in interest, and assigns (collectively "the Released Parties") in full settlement of all claims, causes of actions, and demands for damages, costs, expenses or attorney's fees (whether known or unknown, asserted or unasserted, matured or unmatured) that arose up to the date of this Agreement related to the employment of Mr. Kopp by the State of Alaska in July 2008.

4. *Opportunity to review.* Mr. Kopp acknowledges that he has had sufficient time to consult with his attorney about this Agreement, and that he has discussed this matter with his attorney and other advisors and experts as he has deemed appropriate, has been advised of *Witt v. Watkins*, 579 P.2d 1065 (Alaska 1978), and *Young v. State*, 455 P.2d 889 (Alaska 1969), and waives the protection of those decisions.

5. *Entire Agreement.* The Parties agree that this Agreement is the entire agreement between the Parties.

6. *Interpretation.* This Agreement will be interpreted under, and governed by, the laws of the State of Alaska.

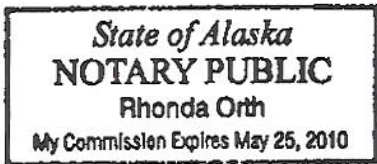
I HAVE READ EACH PAGE OF THIS SEVERANCE AGREEMENT AND
RELEASE AND HAVE OBTAINED EXPLANATIONS FROM MY ATTORNEY OF ANY
MATERIAL IN IT THAT I DID NOT UNDERSTAND.

DATED: August 2, 2008 *Charles Kopp*
Charles Kopp

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On this 2nd day of August, 2008, Charles Kopp, whom I
know to be the individual described in and who executed this Severance Agreement and
Release personally appeared before me and acknowledged that he signed the Severance
Agreement and Release as his free and voluntary act.

IN WITNESS WHEREOF, I have placed my signature and affixed my official
seal.



Rhonda Orth
Notary Public in and for Alaska
My commission expires: 5-25-2010

Agreed on behalf of the State of Alaska, Office of the Governor.

DATED: 7-30-08

By:
Michael Nizich
Michael Nizich
Acting Chief of Staff