

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

FORM 10-K/A

(Mark one)

ANNUAL REPORT PURSUANT TO SECTION 13 OF 15(d) OF THE SECURITIES  
EXCHANGE ACT OF 1934 [Fee Required] (1)  
For the fiscal year ended December 31, 1995

or

TRANSACTION REPORT PURSUANT TO SECTION 13 OR 15  
OF THE SECURITIES EXCHANGE ACT OF 1934 [No Fee Required]

For the transition period from \_\_\_\_\_ to \_\_\_\_\_  
Commission File No. 0-15279

GENERAL COMMUNICATION, INC.  
(Exact name of registrant as specified in its charter)

Alaska  
(State or other jurisdiction of  
Incorporation or organization)

92-0072737  
(I.R.S. Employer  
Identification No.)

2550 Denali Street Suite 1000 Anchorage, Alaska 99503  
(Address of principal executive offices)

Registrant's telephone number, including area code: (907) 265-5600  
Securities Registered pursuant to Section 12(b) of the Act: None  
Securities registered pursuant to Section 12 (g) of the Act:

Class A common stock  
(Title of class)

Class B common stock  
(Title of class)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes X No \_\_\_\_.

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. [ ]

The aggregate market value of the voting stock held by non-affiliates of the registrant, computed by reference to the average bid and asked prices of such stock as of the close of trading on April 15, 1996 was approximately \$48,426,000.

The number of shares outstanding of the registrant's common stock as of April 15, 1996, was:

Class A common stock - 19,696,207 shares; and  
Class B common stock - 4,175,434 shares.

DOCUMENTS INCORPORATED BY REFERENCE  
None.

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(1) Fee paid with initial filing of Form 10-K on or about March 29, 1996.  
GENERAL COMMUNICATION, INC.  
1995 ANNUAL REPORT ON FORM 10-K/A

TABLE OF CONTENTS

<TABLE>  
<CAPTION>

Page	
<S>	
<C>	
INTRODUCTION.....	3
PART III.....	3
Item 10. Directors and Executive Officers of the Registrant .....	3
Item 11. Executive Compensation .....	7
Item 12. Security Ownership of Certain Beneficial Owners and Management .....	21

Item 13. Certain Relationships and Related Transactions .....	30
Part IV.....	33
Item 14. Exhibits, Financial Statement Schedules, and Reports on Form 8-K .....	33

</TABLE>

ASS008BD.WP5

Page 2

INTRODUCTION

General Communication, Inc. ("Company") hereby amends the following items, financial statements, exhibits or other portions of its Annual Report for the year ended December 31, 1995 ("Annual Report") on Form 10-K as set forth in the following pages. Specifically, the information required by Part III of Form 10-K which the Company had in its Annual Report included by incorporation by reference to certain portions of the Company's definitive Proxy Statement for its annual shareholder meeting to be held in 1996 ("Proxy Statement") and which Proxy Statement is to be filed pursuant to Regulation 14A of the Securities Exchange Act of 1934, as amended, is expressly filed with the Commission as an amendment to and expressly made a part of the Annual Report, i.e., Item 10, Part III, Item 11, Part III, Item 12, Part III, and Item 13, Part III of Form 10-K. In addition, the Company amends its Form 10-K for the year ended December 31, 1995 to include copies of four commercial agreements pursuant to Item 14, Part IV of Form 10-K.

PART III

(1) Item 10, Part III. DIRECTORS AND EXECUTIVE OFFICERS OF THE REGISTRANT.

The following text is extracted from the draft Proxy Statement. The record date for purposes of this amendment to the Annual Report has been set as April 15, 1995 ("Record Date"):

1. DIRECTOR ELECTIONS

General

The board of directors of the Company ("Board") is classified into three classes: Class I, Class II, and Class III. Under the current Revised Bylaws to the Company ("Bylaws"), the number of directors is established as being not less than three nor more than twelve and may be changed from time to time by action of the Board. Presently the number of directors constituting the Board is seven.

Pursuant to the Acquisition Plan, the Board intends to adopt a resolution expanding the size of the Board from seven to nine positions and allocate one new position to each of Classes II and III. The Board then would consist of Classes I, II, and III, each with three members per class. The Board intends to adopt another resolution to fill the two new positions with individuals selected by the Prime Sellers pursuant to the Voting Agreement described further elsewhere in this Form 10-K, provided the shareholders of the Company ("Shareholders") approve the Acquisition Plan. See, "SHAREHOLDINGS OF PRINCIPAL SHAREHOLDERS AND MANAGEMENT: Changes in Control - Acquisition Plan, Voting Agreement," and "CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS: Certain Transactions with Management and Others - Acquisition Plan." The Board intends to resolve further that these two new appointments would stand for election by the Shareholders at the Company's annual shareholder meeting to be held in 1996 ("Meeting") to complete the remaining one year and two year terms of their respective classes. Therefore, at the Meeting, three individuals will be elected to positions in Class I of the Board for three year terms, one individual will be elected to a position in Class II of the Board to serve the remaining one year of the three year term of that class, and one individual will be elected to a position in Class III of the Board to serve the remaining two years of the three year term of that class. The individuals so elected will serve subject to the provisions of the Bylaws and until the election and qualification of their respective successors.

Management believes that its proposed nominees for election as directors are willing to serve as such, and it is intended that the proxy holders named in the accompanying form of Proxy or their substitutes will vote for the election of these nominees unless specifically instructed to the contrary. However,

ASS008BD.WP5

Page 3

if any nominee at the time of the election is unable, unavailable or, for good cause, unwilling to serve and, as a consequence other nominees are designated, the proxy holders named in the Proxy or their substitutes will have discretion and authority to vote or refrain from voting in accordance with their judgment with respect to other nominees.

As of the Record Date the nominees proposed by management for election as directors at the Meeting were as follows: for Class I - John W. Gerdelman, Carter F. Page, and Robert M. Walp. Further information with respect to these nominees and all directors is set forth in the following table as of the Record Date. In addition, similar information is provided for executive officers of the Company. All executive officers are elected for annual terms, subject to their earlier death, resignation or removal in accordance with the Articles and Bylaws, until their successors are chosen and qualify. There are no family relations of first cousin or closer, among the persons named in the table, by blood, marriage, or adoption. The Board is unaware of any legal proceedings which may have occurred during the past five years and which would be material to an evaluation of the integrity or ability of any director or executive officer of the Company to serve. Furthermore, the Board is unaware of any legal proceedings which may have occurred in which any director or executive officer of the Company was or is a party adverse to the Company or any of its subsidiaries or has a material interest adverse to the Company or any of its subsidiaries.

ASS008BD.WP5

Page 4

<TABLE>

DIRECTORS, NOMINEES, AND EXECUTIVE OFFICERS OF THE COMPANY

<CAPTION>

Name	Age	Positions, Business Experience
Ronald A. Duncan (1)	43	Director, President and Chief Executive Officer of the Company since January 1, 1989. Prior to that, Mr. Duncan was the Executive Vice President and a director of the Company from 1979 through December, 1988.
Donne F. Fisher (1)	57	Nominee. Director of the Company since 1980. Mr. Fisher has been a consultant to Tele-Communications, Inc. ("TCI") since December, 1995 and has been a director of TCI since 1980. Prior to becoming a consultant to TCI, he was Executive Vice President of TCI from December, 1991 to December, 1995 and had been a Senior Vice President of TCI from 1982 to December, 1995. He has served as Vice President, Treasurer and Chief Financial Officer of most of TCI's subsidiaries. TCI is a cable television company which owns and operates cable television systems primarily located in the United States.
John W. Gerdelman (1)	43	Nominee. Director of the Company since July, 1994. Mr. Gerdelman has been President, Network Services for MCI Telecommunications Corporation, a wholly owned subsidiary of MCI Communications Corporation in Washington, D.C., since September, 1994. Prior to that, he was Senior Vice President for MCI Telecommunications Corporation from July, 1992 to September, 1994. Prior to that, he was President of MCI Services, Inc. in Sergeant Bluff, Iowa from July, 1989 to July, 1992. MCI through its subsidiaries provides telecommunication and related services throughout the country and internationally.
Carter F. Page (1)	64	Director and Chairman of the Board of the Company since 1980. From December, 1987 to December, 1989, Mr. Page served as a consultant to WestMarc Communications, Inc., a wholly owned subsidiary of TCI ("WSMC"), in matters related to the Company. He served as President and director of WSMC from 1972 to December, 1987. Since then and to the present, he has been managing general partner of Semaphore Partners, a general partnership and investment vehicle in the communications industry.
Larry E. Romrell (1)	56	Director of the Company since 1980. Mr. Romrell has been an Executive Vice President of TCI since 1994, President and director of TCI Technology Ventures, Inc. since 1994, and Senior Vice President of TCI since 1991, is the President of WSMC, and has been employed by WSMC in various capacities from 1961.

ASS008BD.WP5

Page 5

James M. Schneider(1)

43

Nominee. Director of the Company since July, 1994. Mr. Schneider has been Senior Vice President Corporate

		Finance Consumer Markets for MCI Communications Corporation in Washington, D.C. since August, 1995. Prior to that, he was Senior Vice President Finance Consumer Markets for MCI Telecommunications Corporation since November, 1993. Prior to that, he was Corporate Controller for MCI from September, 1993 to November, 1993. Prior to that, Mr. Schneider was with the accounting firm of Price Waterhouse from 1973 to September, 1993 and was a partner in that firm from October, 1983 to September, 1993.
Robert M. Walp (1)	68	Director, Vice Chairman of the Company since January 1, 1989. Prior to that, Mr. Walp served as President and Chief Executive Officer and a Director of the Company from 1979.
William C. Behnke	38	Senior Vice President Marketing and Sales for the Company since January, 1994. Prior to that Mr. Behnke was Vice President of the Company and President of GCI Network Systems, Inc. from February, 1992 to January, 1994 when that corporation, a subsidiary of GCI Communication Corp. (a wholly owned subsidiary of the Company, "GCC"), was merged into GCC. Prior to that, he was Vice President of the Company and General Manager of GCI Network Systems, Inc. from June, 1989 to February, 1992. Prior to that, he was Senior Vice President for Transalaska Data Systems, Inc. from August, 1984 to June, 1989.
Richard P. Dowling	52	Senior Vice President - Corporate Development for the Company since December, 1990. Prior to that, Mr. Dowling was Senior Vice President-Operations and Engineering for the Company from December, 1989 to December, 1990. Prior to that he was Vice President-Operations and Engineering for the Company from 1981 to December, 1989.
G. Wilson Hughes	50	Executive Vice President and General Manager of the Company since June, 1991. Prior to that, Mr. Hughes was President and a member of the board of directors of Northern Air Cargo, Inc. from March, 1989 to June, 1991. Prior to that, he was President and a member of the board of directors of Enserch Alaska Services, Inc. from June, 1984 to December, 1988.
John M. Lowber	46	Senior Vice President and Chief Financial Officer for the Company since December, 1989. Prior to that, Mr. Lowber was Vice President-Administration for the Company from 1985 to December, 1989. He has been Chief Financial Officer for the Company since January, 1987 and Secretary/Treasurer of the Company since July, 1988. Prior to joining the Company, Mr. Lowber was a senior manager at KPMG Peat Marwick.
Dana L. Tindall	34	Senior Vice President-Regulatory Affairs since January, 1994. Prior to that Ms. Tindall was Vice President-Regulatory Affairs for the Company from January, 1991 to January, 1994. Prior to that, she was Director Regulatory Affairs for the Company from October, 1989 through December, 1990, and prior to that she was Manager Regulatory Affairs for the Company from 1985 to October, 1989.

ASS008BD.WP5

Page 6

<FN>

1 Messrs. Gerdelman, Page, and Walp were, as of the Record Date, Class I directors whose terms will expire at the time of the 1996 annual shareholder meeting. Messrs. Duncan and Romrell were, as of the Record Date, Class II directors whose terms will expire at the time of the 1997 annual shareholder meeting. Messrs. Fisher and Schneider were, as of the Record Date, Class III directors whose terms will expire at the time of the 1998 annual shareholder meeting. See, "SHAREHOLDINGS OF PRINCIPAL SHAREHOLDERS AND MANAGEMENT: Changes in Control - Acquisition Plan."

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</TABLE>

In addition, one of the directors, Mr. Fisher, serves on the boards of directors of most of TCI's subsidiaries.

Based upon a review of Exchange Act Forms 3, 4, and 5 completed and furnished to it by Shareholders, the Company is unaware of any director, officer, or beneficial owner of more than 10 percent of any class of common stock of the Company who failed to file on a timely basis, as provided in those forms, reports required under Section 16(a) of that act during the year ended December 31, 1995.

(2) Item 11, Part III. EXECUTIVE COMPENSATION.

The following text is extracted from the Proxy Statement:

Remuneration of Directors and Executive Officers

Summary Compensation. The following table sets forth a summary of the compensation paid by the Company to its chief executive officer for services in all capacities for each of the years ended December 31, 1993, 1994, and 1995, respectively. It also sets forth similar information for the four most highly compensated executive officers of the Company aside from the chief executive officer rendering services to the Company and its subsidiaries, whose aggregate salary and bonuses exceeded \$100,000 for the year ended December 31, 1995 (Mr. Duncan and these four executive officers, collectively, "Named Executive Officers").

ASS008BD.WP5

Page 7

<TABLE>

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SUMMARY COMPENSATION TABLE

<CAPTION>

(i)	(a)	Annual Compensation			(e)	Long Term Compensation		
		(b)	(c)	(d)		(f)	(g)	(h)
	Name & Principal Position	Year	Salary (1) (\$)	Bonus (1) (\$)	Other Annual Compensation (2), (3) (\$)	Restricted Stock Awards (4) (\$)	Securities Underlying Options/SARs (#)	LTIP Payouts (4) (\$)
	Ronald A. Duncan President and Chief Exec. Officer (6)	1995	89,550	-0-	14,736	-0-	-0-	-0-
		1994	89,550	99,960	41,322	-0-	-0-	-0-
		1993	89,550	27,830	536,970	-0-	-0-	-0-
	William C. Behnke Senior Vice President, Marketing and Sales (7)	1995	110,002	-0-	41,931	-0-	50,000	-0-
		1994	109,168	136,194	90,049	-0-	-0-	-0-
		1993	90,000	41,900	64,569	-0-	-0-	-0-
	G. Wilson Hughes Executive Vice President and General Manager (8)	1995	150,002	-0-	16,305	-0-	260,000	-0-
		1994	150,003	89,698	15,843	-0-	-0-	-0-
		1993	149,547	31,666	9,342	-0-	-0-	-0-
	John M. Lowber Senior Vice President, Administration, Chief Financial Officer, Secretary/Treasurer (9)	1995	125,000	-0-	15,321	-0-	100,000	-0-
		1994	125,514	117,757	12,814	-0-	-0-	-0-
		1993	125,000	32,746	177,792	-0-	-0-	-0-

Dana L. Tindall	1995	103,699	24,000	14,949	-0-	-0-	-0-
-0-							
Senior Vice President,	1994	93,555	97,467	30,208	-0-	-0-	-0-
-0-							
Regulatory Affairs (10)	1993	90,220	38,349	42,299	-0-	50,000	-0-
-0-							

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<FN>

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1 Amounts shown include cash and non-cash compensation earned and received by executive officers as well as amounts earned but deferred at the election of those officers, including employee base salary and contributions to the Stock Purchase Plan (included in column (c) of this table) and bonuses (included in column (d) of this table). Does not include Company contributions to the Stock Purchase Plan for the account of the participating employee (included in column (e) of this table). Does not include value of options granted as shown in column (g) of this table in that they were not in-the-money at the time of grant. Mr. Lowber was as of December 31, 1995, the only employee of the Company. The other individuals named in this table were as of that date employees of GCC. Management of the Company anticipated that this arrangement would continue. See, "SHAREHOLDINGS OF PRINCIPAL SHAREHOLDERS AND MANAGEMENT: Changes in Control - Pledges of Stock of Subsidiaries."

2 Perquisites and other personal benefits, securities and property for each Named Executive Officer did not exceed the lesser of either \$50,000 or 10% of the total of annual salary and bonus reported for that individual.

3 During the years ended December 31, 1993 through 1995, Messrs. Duncan, Lowber, and Hughes and Ms. Tindall participated in the Company's Stock Purchase Plan through which those persons contributed funds under a payroll deduction arrangement, and the Company matched those contributions on a dollar-for-dollar basis. The contributions by the Company were made to all employees of the Company and its subsidiaries who participated in the plan, including the identified persons. Contributions identified in this column (e) are those of the Company to the plan only. Prior to July 1,

ASS008BD.WP5 Page 8

1995 employee and Company contributions were invested in Company common stock, and employee contributions received up to 100% matching, as determined by the Company each year, in Company common stock. On and after that date, employees could direct their contributions to be invested by the plan in Company common stock, MCI common stock, TCI common stock or various identified mutual funds. Also on and after that date, employee contributions directed into investments other than Company common stock are to receive Company matching contributions of up to 50 cents on the dollar as determined by the Board. The contributions are invested in the name of the plan and for the benefit of the respective participants in the plan. All securities were purchased or otherwise acquired at fair market value on the date of purchase or acquisition. See, "MATTERS TO BE ACTED UPON AT THE MEETING: 1. DIRECTOR ELECTIONS - Remuneration of Directors and Executive Officers - Stock Purchase Plan."

4 The Company had no long term incentive plan during the three-year period ended December 31, 1995.

5 All incidental compensation to each Named Executive Officer did not for the years ended December 31, 1993 through 1995, exceed the lesser of \$50,000 or 10% of total annual salary and bonus reported for the officer.

6 For 1995, column (e) includes \$10,756 of Company matching contributions to the Stock Purchase Plan.

For 1994, column (e) includes prepaid portion of salary for 1995 of \$30,000 and \$9,240 of Company matching contributions to the Stock Purchase Plan. For 1993, column (e) includes the value of options exercised (income derived), calculated as the fair market value less the exercise price of the options at \$1.25 per share for 247,947 shares of Class A common stock granted in April, 1988, in the amount of \$495,894 and includes prepaid portion of salary for 1994 of \$30,000 and \$8,994 of Company matching contributions to the Stock Purchase Plan.

For 1993, 1994, and 1995 column (i), includes the deferred compensation agreement entered into between Mr. Duncan and the Company dated August 13, 1993 ("Second Duncan Deferred Compensation Agreement"). Under the Second Duncan Deferred Compensation Agreement, the Company is to pay to Mr. Duncan deferred compensation in an amount not to exceed \$625,000

plus interest in addition to the regular compensation he now earns or may in the future earn. This deferred compensation is to be credited to Mr. Duncan each July 1 that he is employed by the Company in amounts as follows:

Year	Amount
-----	-----
1993	\$100,000
1994	100,000
1995	125,000
1996	150,000
1997	150,000
-----	-----
Total	\$625,000

The full amount of deferred compensation plus accrued interest will be due and payable to Mr. Duncan upon the termination of his employment with the Company, provided that, should he voluntarily terminate his employment or his employment is terminated for cause, only that portion of the deferred compensation credited as of the December 31 immediately preceding that termination plus interest will be due and payable and the remainder of the deferred compensation will be canceled. No compensation was received by Mr. Duncan under this agreement during the years ended December 31, 1993, 1994, or 1995.

7 For 1995, column (e) includes the value of options exercised (income derived) calculated as the fair market value less the exercise price of the options at \$0.001 per share for 10,000 shares of Class A common stock granted in June, 1989 in the amount of \$41,865.

For 1994, column (e) includes the value of options exercised (income derived), calculated as the fair market value less the exercise price of the options at \$.001 per share for 17,500 shares of Class A common stock granted in June, 1989 in the amount of \$89,983. For 1993, column (e) includes the value of options exercised (income derived), calculated as the fair market value less the exercise price of the options at \$.001 per share for 15,000 shares of Class A common stock granted in June, 1989 in the amount of \$64,516.

For 1995, column (i) include an allocation pursuant to a deferred compensation plan with Mr. Behnke of \$20,000 of deferred compensation vesting over the five year period beginning in 1995.

8 For 1995, column (e) includes the Company's contributions to the Stock Purchase Plan for the benefit of Mr. Hughes in the amount of \$12,750.

ASS008BD.WP5

Page 9

For 1994, column (e) includes the Company's contributions to the Stock Purchase Plan for the benefit of Mr. Hughes in the amount of \$15,000.

For 1993, column (e) includes the Company's contributions to the Stock Purchase Plan for the benefit of Mr. Hughes in the amount of \$8,994.

For 1993 through 1995, column (i), represents the amount accrued through a deferred compensation agreement entered into between Mr. Hughes and the Company dated April 30, 1991 ("Hughes Deferred Compensation Agreement") during and for the years ended December 31, 1993, 1994, and 1995. The Company entered into the Hughes Deferred Compensation Agreement, a five year deferred bonus agreement, with Mr. Hughes dated April 30, 1991. Under the Hughes Deferred Compensation Agreement, Mr. Hughes will receive deferred compensation of \$50,000 per year accrued annually on December 31 of each year of the agreement. The agreement further provides that accumulated balances on Mr. Hughes deferred compensation will accrue interest at 10% per year, compounded annually. The plan was amended to provide for deferred compensation of \$65,000 in 1995 and \$75,000 per year in 1996 and in subsequent years. Each contribution vests over the following three years after the corresponding contribution. The agreement provides that after five years, or upon termination of his employment with the Company, Mr. Hughes may elect to have the full balance of the deferred compensation paid in cash, in a lump sum or in monthly installments for up to ten years. The agreement provides that in the event of a deferred payment, the residual balance will continue to accrue interest. Interest accrued under the agreement in the amounts of \$8,074, \$11,059, and \$11,585 during the years ended December 31, 1993, 1994, and 1995, respectively. The agreement is part of an employment agreement described further elsewhere in this section. See, "MATTERS TO BE ACTED UPON AT THE MEETING: 1. DIRECTOR ELECTIONS - Employment Contracts and Termination of Employment and Change of Control Arrangements."

9 For 1995, column (e) includes \$12,852 of Company matching contributions to the Stock Purchase Plan.

For 1994, column (e) includes \$11,844 of Company matching contributions pursuant to the Company's Stock Purchase Plan.

For 1993, column (e), includes the value of options exercised (income derived), calculated as the fair market value less the exercise price of the option at \$1.00 per share for 75,000 shares granted in April, 1988, in the amount of \$168,750 and \$8,500 of Company matching contributions to the Stock Purchase Plan.

For 1993, 1994, and 1995, column (i), the amount accrued through the Lowber Deferred Compensation Agreement ("Lowber Deferred Compensation Agreement") during and for the years ended December 31, 1993 through 1995, respectively. The Company entered into the Lowber Deferred Compensation Agreement providing for deferred compensation of \$65,000 per year in each year of a seven year term and accruing annually on July 1 of each year of the term, the proceeds of which were used to purchase a life insurance policy which has been collaterally assigned to the Company to the extent of premiums paid by the Company. At the earlier of termination of employment or upon election by Mr. Lowber subsequent to the end of the seven year term of the agreement, the collateral assignment will be terminated with the Company. The agreement provides that if Mr. Lowber leaves the employment of the Company voluntarily, he will lose the unvested portion of the compensation. The Lowber Deferred Compensation Agreement is a part of Mr. Lowber's employment agreement with the Company described further elsewhere in this section. See, "MATTERS TO BE ACTED UPON AT THE MEETING: 1. DIRECTOR ELECTIONS - Compensation Committee Report on Executive Compensation."

10 For 1995, column (e) includes \$12,802 of Company matching contributions pursuant to the Stock Purchase Plan.

For 1994, column (e) includes \$13,190 of Company matching contributions pursuant to the Stock Purchase Plan and the value of options exercised (income derived), calculated as the fair market value less the exercise price of \$2.25 per share for 5,000 shares of Class A common stock granted December, 1989, in the amount of \$15,312.

For 1993, column (e) includes \$6,145 of Company matching contributions pursuant to the Stock Purchase Plan and the value of options exercised (income derived), calculated as the fair market value less the exercise price of \$.75 per share for 9,917 shares and \$2.25 for 83 shares of Class A common stock granted in March, 1987 and December, 1989, respectively, in the total amount of \$36,125.

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Option/SAR Grants. The following table sets forth information on the individual grants of stock options (whether or not in tandem with stock appreciation rights ("SARs")), and freestanding SARs made during the Company's fiscal year ended December 31, 1995 to the Named Executive Officers. There were no tandem SARs or freestanding SARs associated with the Company during this period.

OPTION/SAR GRANTS IN LAST FISCAL YEAR

<CAPTION>

Value	Individual Grants					Potential Realizable	
						of Assumed Annual Rates of Stock Price Appreciation	
for						Option Term	
	-----					-----	
(g)	(a)	(b)	(c)	(d)	(e)	(f)	
	Name	Number of Securities Underlying Option/SARs Granted (1) (#)	% of Total Options/SARs Granted to Employees in Fiscal Year	Exercise or Base Price (2) (\$/Sh)	Expiration Date	5% (\$)	(3) 10%
(\$)	(3)						

<S> Ronald A. Duncan <C> -0- <C> -0- <C> - <C> - <C> - <C>



William C. Behnke 319,000	50,0004	8.2	4.00	3/1/05	126,000
G. Wilson Hughes 1,657,000	260,0005	42.6	4.00	3/1/05	654,000
John M. Lowber 638,000	100,0006	16.4	4.00	3/1/05	252,000
Dana L. Tindall -	-0-	-0-	-	-	-

<FN>

- 1 Options in Class A common stock.
- 2 The exercise price of the options was equal to the market price of the Class A common stock at the time of grant.
- 3 The potential realizable dollar value of a grant is calculated as the product of the following: (1) the difference between (i) the product of the per-share market price at the time of grant and the sum of 1 plus the adjusted stock price appreciation rate (the assumed rate of appreciation compounded annually over the term of the option) and (ii) the per-share exercise price of the option; and (2) the number of securities underlying the grant at fiscal year end.
- 4 The option is for 50,000 shares at \$4.00 per share vesting in the following amounts on the indicated dates: (1) 5,000 shares on March 1, 1998; (2) 15,000 shares on March 1, 1999; (3) 15,000 shares on March 1, 2000; and (4) 15,000 shares on March 1, 2001. The options were granted pursuant to the Stock Option Plan and will expire if not exercised before March 1, 2005.
- 5 The option is for 260,000 shares at \$4.00 per share vesting in the following amounts on the indicated dates: (1) 60,000 shares on June 1, 1997; (2) 60,000 shares on June 1, 1998; (3) 60,000 shares on June 1, 1999; and (4) 80,000 shares on June 1, 2000. The options were granted pursuant to the Stock Option Plan and will expire if not exercised before March 1, 2005.

ASS008BD.WP5

Page 11

- 6 The option is for 100,000 shares at \$4.00 per share vesting in the following amounts on the indicated dates: (1) 10,000 shares on March 1, 1998; (2) 30,000 shares on March 1, 1999; (3) 30,000 shares on March 1, 2000; and (4) 30,000 shares on March 1, 2001. The options were granted pursuant to the Stock Option Plan and will expire if not exercised before March 1, 2005.

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</TABLE>

Aggregated Option/SAR Exercises and Year-End Option/SAR Value. The following table sets forth information concerning each exercise of stock options during the year ended December 31, 1995, by each of the Named Executive Officers and the fiscal year-end value of unexercised options. There were no tandem SARs or freestanding SARs associated with the Company during this period.

ASS008BD.WP5

Page 12

<TABLE>

AGGREGATED OPTION/SAR EXERCISES  
IN LAST FISCAL YEAR AND FISCAL YEAR-END  
OPTION/SAR VALUE TABLE

<CAPTION>

(e)	(a)	(b)	(c)	(d)
				Number of Securities
of				Value
Unexercised				Underlying
Money				Unexercised
at				In-the-
(1), (2)				Options/SARs
				Options/SARs
				at FY-End (#)
				FY-End (\$)
		Shares Acquired on Exercise (#)	Value Realized (1) (\$)	Exercisable/Unexercisable
Name				Exercisable/Unexercisable

<S>	<C>	<C>	<C>	<C>
Ronald A. Duncan	-0-	-0-	90,000/110,000	180,000/220,000
William C. Behnke	10,000	41,865	160,190/75,000	575,865/100,000
G. Wilson Hughes 650,000/422,500	-0-	-0-	200,000/310,000	
John M. Lowber	-0-	-0-	167,500/182,500	560,000/265,000
Dana L. Tindall <FN>	-0-	-0-	71,400/85,000	155,600/170,000

1 The dollar values in columns (c) and (e) of the table are calculated by determining the difference between the fair market value of the securities underlying the options and the exercise price of the options at exercise or fiscal year-end, respectively.

2 An option is "in-the-money" if the fair market value of the underlying securities exceeds the exercise price of the option.

</FN>  
</TABLE>

Long-Term Incentive Plan Awards. The Company had no long-term incentive plan in operation during the year ended December 31, 1995.

Stock Purchase Plan. The Company adopted the Qualified Employee Stock Purchase Plan in December, 1986, and the plan has subsequently been amended several times by shareholder and board of director actions ("Stock Purchase Plan"). The Stock Purchase Plan is qualified under Section 401 of the Internal Revenue Code of 1986. The plan has been allocated 2.4 million shares of Class A and 240,000 shares of Class B common stock of the Company for issuance to or acquisition by the plan. Of those amounts, as of the Record Date, 620,706 shares of Class A and 68,123 shares of Class B common stock remain available for issuance or acquisition by the plan.

The Stock Purchase Plan permits each employee of the Company, each employee of a subsidiary of the Company, and each employee of a subsidiary of a subsidiary of the Company, who has completed one year of service and is at least 21 years of age to elect to participate in it. Eligible employees may elect to reduce their compensation in any even dollar amount up to 10% of such compensation through contributions to the plan up to a maximum of \$9,500 for 1996. This limit is adjusted annually based upon inflation, at the direction of the Internal Revenue Service. An eligible employee may contribute up to 10%

ASS008BD.WP5 Page 13  
of the employee's compensation with after-tax dollars, or the employee may elect a combination of salary reductions and after-tax contributions.

The Company may under the plan match employee salary reductions and after tax contributions in any amount up to 100% as elected by the Company each year. However, no more than 10% of any one employee's compensation will be matched in any year. The combination of salary reductions, after tax contributions, and Company matching contributions cannot exceed 25% of any employee's compensation (determined after salary reduction) for any year. The Company's contributions will vest over six years. Prior to July 1, 1995, employee and Company contributions were invested in Company common stock and employee contributions received up to 100% matching, as determined by the Company each year, in Company common stock. On and after that date, employees could direct their contributions to be invested by the plan in Company common stock, MCI common stock, TCI common stock or various identified mutual funds. Also on and after that date, employee contributions directed into investments other than Company common stock are to receive Company matching contributions of up to 50 cents on the dollar as determined by the Board. The contributions are invested in the name of the plan for the benefit of the respective participants in the plan.

The Stock Purchase Plan is administered through a plan committee whose chair is the plan administrator. The assets of the plan are invested from time to time by the plan administrator under the direction of the trustee which as of the Record Date was National Bank of Alaska. As of the Record Date, the plan administrator was Alfred J. Walker. The plan administrator and members of the committee were all employees of the Company or its subsidiaries. The plan administrator and committee members are appointed by the Board. The committee has broad administrative discretion under the terms of the plan.

The purpose of the Stock Purchase Plan is to provide employees of the Company, its subsidiaries, and their subsidiaries a convenient means of investing in the Company. The plan provides an incentive to employees as shareholders of the Company to redouble their efforts to make the Company

successful and thereby increase the value of their investments. Through discretionary contributions by the Company to the plan which in turn increase the stock ownership in the Company by participants in the plan, the plan provides further incentive to employees of the Company.

Stock Option Plan. The Company adopted its 1986 Stock Option Plan in December, 1986, and the plan has subsequently been amended several times by shareholder and board of directors action ("Stock Option Plan"). The Stock Option Plan is a non-qualified plan under the Internal Revenue Code of 1986.

The Stock Option Plan has been allocated 3,200,000 shares of Class A common stock of the Company to be subject to options granted under the plan and further subject to adjustment upon the occurrence of stock dividends, stock splits, mergers, consolidations, or certain other changes in corporate structure or capitalization. Of that amount, as of the Record Date, 2,289,900 shares were subject to outstanding options, 578,256 shares had been issued upon the exercise of options under the plan, and 331,844 shares of that stock remained available for subsequent granting of options under the plan.

Through the Stock Option Plan, the Company acting through its board of directors may provide special incentives to officers, non-employee directors, and other key employees by offering them an opportunity to acquire an equity interest in the Company. An option granted under the Stock Option Plan may have an option exercise price less than, equal to, or greater than the fair market value on the date of grant of the option. Options granted pursuant to the Stock Option Plan are only exercisable if at the time of exercise the option holder is an employee, or non-employee director, of the Company.

ASS008BD.WP5

Page 14

The Stock Option Plan provides that all options granted under the plan must expire not later than ten years after the date of grant. If an option expires or terminates, the shares subject to the option will be available for future grants of options under the Stock Option Plan. The plan provides that it shall continue until such time as the Board's adoption, by a simple majority vote, of a resolution suspending or terminating the plan or discontinuing granting options under the plan. However, any such suspension, termination, or discontinuance will not affect options then outstanding under the plan. No options may be granted after termination of the plan.

The Stock Option Plan is administered by a committee composed of the Board. Key employees, including officers and directors and non-employee directors of the Company, are eligible to participate in the plan. The committee selects the eligible employees to whom options are granted and, subject to the terms of the Stock Option Plan, the number of shares subject to each option. Subject to the provisions of the Stock Option Plan, the committee has broad discretion in administering the plan, and is authorized to determine the times at which options will be granted and exercisable and the fair market value of the shares covered by each option at the time of grant, to prescribe the form evidencing options, to interpret the plan, and to prescribe, amend, and rescind rules and regulations relating to the plan.

Unfunded Deferred Compensation Plan. In February, 1995 the Company established a non-qualified, unfunded deferred compensation plan to provide a means by which certain employees of the Company and its subsidiaries may elect to defer receipt of designated percentages or amounts of their compensation and to provide a means for certain other deferrals of compensation. Employees eligible to participate in the plan are determined by the Board.

The Company may, at its discretion, contribute matching deferrals in amounts selected by the Company. Participants immediately vest in all elective deferrals and all income and gain attributable to that participation. Matching contributions and all income and gain attributable to them over a six-year period. Participants may elect to be paid in either a single lump sum payment or annual installments over a period not to exceed 10 years. Vested balances are payable upon termination of employment, unforeseen emergencies, death and total disability. Participants are general creditors of the Company with respect to deferred compensation benefits of the plan.

Compensation To Directors. In July, 1995, each director of the Company (with the exceptions of Messrs. Schneider and Gerdelman) received \$2,000 in director fees for the 12 month period July, 1995 - June, 1996. Messrs. Schneider and Gerdelman, as a matter of MCI Communications Corporation policy, declined to accept such remuneration for serving on a board outside of MCI and its subsidiaries. During the year ended December 31, 1995, the directors of the Company received no other direct compensation for serving in those capacities but were reimbursed for travel and out-of-pocket expenses incurred in connection with attendance at meetings of the Board. The same policy was followed during calendar year 1996 up through the Record Date, and management anticipated that such policy would continue through the balance of 1996. It is anticipated that the directors will receive similar director fees in July, 1996 for the 12 month period July 1996 - June 1997.

The Company entered into employment agreements with Mr. Hughes in April, 1991 and with Mr. Lowber in July, 1992 and has deferred compensation agreements with Messrs. Duncan, Hughes, Behnke and Lowber, the terms of which are described elsewhere in this Proxy Statement. See footnotes 6 through 9 to the Summary Compensation Table in "MATTERS TO BE ACTED UPON AT THE MEETING: 1. DIRECTOR ELECTIONS - Remuneration of Directors and Executive Officers - Summary Compensation." The Company has no employment agreements with Ms. Tindall, the other Named Executive Officer.

ASS008BD.WP5

Page 15

The Company entered into a deferred compensation agreement with Mr. Duncan in June, 1989 ("First Duncan Deferred Compensation Agreement"). Under the First Duncan Deferred Compensation Agreement as of June 12, 1989, the Company credited an account on its books with \$325,000 for the benefit of Mr. Duncan as a deferred bonus for Mr. Duncan's past service to the Company. Amounts in the account were to accrue interest at 10% per annum unless there was an investment election by Mr. Duncan to have the balance in the account treated as though it was invested in the common stock of the Company. In July, 1989, Mr. Duncan made the investment election, and the Company issued a total of 105,111 shares of Class A common stock in its name for the benefit of Mr. Duncan. The stock is not voted. The full amount of the deferred compensation will be due and payable to Mr. Duncan upon the termination of his employment with the Company. The Company entered into a Second Duncan Deferred Compensation Agreement with Mr. Duncan as further described in footnote 6 to the Summary Compensation Table found elsewhere in this Proxy Statement. See, "MATTERS TO BE ACTED UPON AT THE MEETING: 1. DIRECTOR ELECTIONS - Remuneration of Directors and Executive Officers - Summary Compensation." In September, 1995, the Company agreed to buy back 100,000 shares of its Class A common stock to fund the vested portion subject to that second agreement. However, with the concurrence of Mr. Duncan, the Company subsequently during September-October, 1995 bought a total of only 13,750 shares under that second agreement for a total of \$47,880, i.e., at a weighted average of \$3.48 per share.

Mr. Hughes' employment agreement provides for base compensation and in addition deferred compensation of \$50,000 per year for five years accruing interest at 10% per annum, compounded annually. The plan was amended to provide for deferred compensation of \$65,000 in 1995 and \$75,000 per year in 1996 and in subsequent years. Each contribution vests over the following three years after the corresponding contributions. This compensation is tied to achievement of the Company's cash flow objectives with the opportunity for significant increases in the level of compensation if the Company exceeds those objectives. Mr. Hughes has also been granted stock options for 250,000 shares of Class A common stock at \$1.75 per share which will vest over a period of five years, but one-half of any remaining unvested portion of the options will be vested at the option of the Company, should Mr. Hughes' employment with the Company be terminated by the Company. In September, 1995, the Company agreed to buy back 3,750 shares of its Class A common stock to fund certain of the vested portions subject to the Hughes Deferred Compensation Agreement. The total purchase price was \$12,658, i.e., at \$3.375 per share.

Mr. Lowber's employment agreement provides for base compensation and in addition deferred compensation of \$450,000 to vest over seven years at the rate of \$65,000 per year, with full vesting to occur should he die, his position in the Company be terminated, or the Company terminate his employment. In addition, Mr. Lowber is to receive an annual cash bonus of \$30,000 based upon Company and individual performance.

The Company entered into a deferred compensation agreement with Mr. Behnke in February, 1995 ("Behnke Deferred Compensation Agreement"). Under the Behnke Deferred Compensation Agreement Mr. Behnke is to receive \$20,000 per year, to vest over a five year period including the year of the allocation, and accruing interest at 10% per annum. The first allocation under the plan was made in December, 1995.

Except as disclosed in this Proxy Statement, as of December 31, 1995 and the Record Date, there were no compensatory plans or arrangements including payments to be received from the Company with respect to the Named Executive Officers for the year ended December 31, 1995 where such a plan or arrangement resulted in or will result from the resignation, retirement, or any other termination of such individual's employment with the Company or its subsidiaries or from a change of control of the Company or a change in the individual's responsibilities following a change in control and where the amount involved, including all periodic payments or installments, exceeded \$100,000.

ASS008BD.WP5

Page 16

Report on Repricing of Options/SARs

During the year ended December 31, 1995, the Company did not adjust or amend the exercise price of stock options or SARs previously awarded to any of the Named Executive Officers, whether through amendment, cancellation or replacement grants, or any other means.

Compensation Committee Interlocks and Insider Participation

The Compensation Committee is composed of the members of the Board, and the identity and relationships of the members of the committee to the Company are described elsewhere in this Proxy Statement. See, "MATTERS TO BE ACTED UPON AT THE MEETING: 1. DIRECTOR ELECTIONS - Business Background of Directors, Nominees, and Executive Officers of the Company," "SHAREHOLDINGS OF PRINCIPAL SHAREHOLDERS AND MANAGEMENT" and "CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS." During the year ended December 31, 1995, both Messrs. Walp and Duncan, executive officers of the Company, participated in deliberations of the Compensation Committee concerning executive officer compensation but not including their respective compensations.

#### Compensation Committee Report on Executive Compensation

In January, 1994, the Board established a compensation committee composed of all of the members of the Board ("Compensation Committee"). The Board established the duties of the Compensation Committee as follows:

(1) Preparing, on an annual basis for the review of and action by the Board, a statement of policies, goals, and plans for executive officer and Board member compensation, if any, and, specifically a statement of expected performance and compensation of and the criteria on which compensation is based for the chief executive officer and such other executive officers of the Company as the Board may designate for this purpose;

(2) Monitoring the effect of ongoing events on and the effectiveness of existing compensation policies, goals, and plans, including but not limited to the status of the premise that all pay systems correlate with the compensation goals and policies of the Company, and, at its own direction or at the direction of the Board;

(3) Monitoring compensation-related publicity and public and private sector developments on executive compensation;

(4) Familiarizing itself with and monitoring the tax, accounting, corporate, and securities law ramifications of the compensation policies of the Company, including but not limited to comprehending a senior executive officer's total compensation package, its total cost to the Company and its total value to the recipient, paying close attention to salary, bonuses, individual insurance and health benefits, perquisites, loans made or guaranteed by the Company, special benefits to specific executive officers, individual pensions, and other retirement benefits;

(5) Establishing the overall cap on executive compensation, the measure of performance for executive officers, either by predetermined measurements or by a subjective evaluation; and

(6) Striving to make the compensation plans of the Company simple, fair, and structured so as to maximize shareholder value.

ASS008BD.WP5

Page 17

For the year ended December 31, 1995, the duties of the Compensation Committee in the area of executive compensation specifically included addressing the reasonableness of compensation paid to executive officers. In doing so, the committee took into account how compensation compared to compensation paid by competing companies as well as the Company's performance and available resources.

The compensation policy of the Company as established by the Compensation Committee is that a portion of the annual compensation of senior executive officers relates to and is contingent upon the performance of the Company. In addition, executive officers participating in deferred compensation agreements established by the Company are under those agreements unsecured creditors of the Company.

In February, 1995 the Compensation Committee established compensation levels for all corporate officers including the Named Executive Officers. Also at that time the Compensation Committee established structured annual incentive bonus agreements with Mr. Duncan and with each of several of its executive officers, including Messrs. Behnke, Hughes and Lowber, and Ms. Tindall. The agreements included the premise that the Company's performance, or that of a division or subsidiary, as the case may be, for purposes of compensation would be measured by the Compensation Committee against goals established at that time and were reviewed and approved by the Board. The goals included targets for revenues and cash flow standards for the Company or the relevant division or subsidiary. Targeted objectives were set and measured from time to time by the Compensation Committee. Other business achievements of the Company obtained through the efforts of an executive officer were also taken into consideration in the evaluation of performance. See, "MATTERS TO BE ACTED UPON AT THE MEETING: 1. DIRECTOR ELECTIONS - Remuneration of Directors and Executive Officers - Summary Compensation."

During the year ended December 31, 1995 the Compensation Committee

monitored and provided direction for the Company's Stock Purchase Plan and Stock Option Plan. Because the incentive bonus standards set by the committee for the Company for that year were not met, no incentive bonuses tied to Company performance were awarded to the Named Executive Officers and other executive officers of the Company or to the officers of the subsidiaries of the Company. In addition, the Compensation Committee reviewed compensation levels of members of management, evaluated the performance of management, and considered management succession and related matters. The Compensation Committee reviewed in detail all aspects of compensation for the Named Executive Officers and other executive officers of the Company. Corresponding duties were carried out by the boards of directors of the subsidiaries of the Company with respect to employees of those entities, and the same individuals served as directors of each of these boards.

The practice of the Compensation Committee in future years will likely be to review directly the compensation and performance of Mr. Duncan as chief executive officer and to review recommendations by Mr. Duncan for the compensation of other senior executive officers.

Performance Graph

The following graph includes a line graph comparing the yearly percentage change in the Company's cumulative total shareholder return on its Class A common stock during the five year period from December 31, 1990 through December 31, 1995. This return is measured by dividing (1) the sum of (a) the cumulative amount of dividends for the measurement period (assuming dividend reinvestment, if any) and (b) the difference between the Company's share price at the end and the beginning of the measurement period, by (2) the share price at the beginning of that measurement period. This line graph is compared in the following graph with two other line graphs during that five year period: (1) a market

ASS008BD.WP5 Page 18  
 index and (2) a peer index. The market index is the Center for Research in Securities Prices Index for the Nasdaq Stock Market for United States companies. It presents cumulative total returns for a broad based equity market assuming reinvestment of dividends and is based upon companies whose equity securities are traded on the Nasdaq Stock Market. The peer index is the Center for Research in Securities Prices Index for Nasdaq Telecommunications Stock. It presents cumulative total returns for the equity market in the telecommunications industry segment assuming reinvestment of dividends and is based on companies whose equity securities are traded on the Nasdaq Stock Market. The line graphs represent monthly index levels derived from compounding daily returns.

In constructing each of the line graphs in the following graph, the closing price at the beginning point of the five year measurement period has been converted into a fixed investment, stated in dollars, in the Company's Class A common stock (or in the stocks represented by a given index in the cases of the two comparison indexes), with cumulative returns for each subsequent fiscal year measured as a change from that investment. Data for each succeeding fiscal year during the five-year measurement period are plotted with points showing the cumulative total return as of that point. The value of a shareholder's investment as of each point plotted on a given line graph is the number of shares held at that point multiplied by the then prevailing share price.

The Company's Class B common stock is traded over-the-counter on a more limited basis, and therefore comparisons similar to those previously described for the Class A common stock are not directly available. However, the performance of Class B common stock may be analogized to that of the Class A common stock in that the Class B common stock is readily convertible to Class A common stock by request to the Company.

ASS008BD.WP5 Page 19  
 <TABLE>

As to the electronic filing of the Form 10-K/A with the Securities and Exchange Commission, the Performance Graph is presented in the following tabular form giving the cumulative total returns as of the last business day for each year in question:

COMPARISON OF FIVE YEAR-CUMULATIVE TOTAL RETURNS  
 PERFORMANCE GRAPH FOR  
 GENERAL COMMUNICATION, INC.

=====

<CAPTION>

		NASDAQ Stock Market Index for U.S. Companies	NASDAQ Peer Index for Telecommunications Stock
Measurement Period (Fiscal Year Covered)	Company		

-----

Measurement Point	<C>	<C>	<C>
12/31/90	\$100.00	\$100.00	\$100.00
FYE 12/31/91	90.48	160.56	137.92
FYE 12/31/92	123.81	186.87	169.40
FYE 12/31/93	241.27	214.51	261.20
FYE 12/30/94	196.83	209.69	215.95
FYE 12/29/95	260.32	296.30	259.94

</TABLE>  
ASS008BD.WP5

(3) Item 12, Part III. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT.

The following text is extracted from the Proxy Statement.

SHAREHOLDINGS OF PRINCIPAL SHAREHOLDERS AND MANAGEMENT

Principal Shareholders

So far as is known to management of the Company, as of the Record Date, the following persons each owned beneficially more than 5% of the outstanding shares of Class A common stock or Class B common stock of the Company. A beneficial owner includes any person who, directly or indirectly, through any contract, arrangement, understanding, relationship, or otherwise, has or shares the following powers within 60 days of the Record Date: (1) voting power, which includes the power to vote or to direct the voting of shares of common stock of the Company; or (2) investment power, which includes the power to dispose of or to direct the disposition of, such shares of common stock of the Company. So far as is known to the Company, the persons named in the table had sole voting and investment power with respect to the shares indicated as owned by them except as otherwise stated in the footnotes to the table. Shares issuable upon exercise of outstanding options and warrants are deemed to be outstanding for the purpose of computing the percentage of ownership of persons owning such options or warrants but have not been deemed to be outstanding for the purpose of computing the percentage of ownership of any other person.

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<TABLE>

SHAREHOLDINGS OF PRINCIPAL SHAREHOLDERS

<CAPTION>

Title of Class	Name and Address of Beneficial Owner	Amount and Nature of Beneficial Ownership	Percent of Class
<S>	<C>	<C>	<C>
Class A	Ronald A. Duncan	1,281,971 (1)	6.4
Class B	2550 Denali St., Suite 1000 Anchorage, Alaska 99503	248,062 (1)	5.9
Class A	General Communication, Inc.	1,688,643	8.6
Class B	Employee Stock Purchase Plan 2550 Denali Street, Suite 1000 Anchorage, Alaska 99503	145,698	3.5
Class A	Bufka & Rodgers, Inc.	1,116,900	5.7
Class B	425 North Martingale Road, Suite 750 Schaumburg, Illinois 60173	-0-	-
Class A	Kearns-Tribune Corporation	300,200	1.5
Class B	400 Tribune Building Salt Lake City, Utah 84111	225,000	5.4
Class A	Bob Magness	273,992 (2)	1.4
Class B	Chairman of the Board Tele-Communications, Inc. 5619 DTC Parkway Englewood, Colorado 80111	815,048 (2)	19.5
Class A	MCI Telecommunications	6,251,509 (3)	31.7

Class B	Corporation 1801 Pennsylvania Avenue, N.W. Washington, D.C. 20006	1,275,791 (3)	30.5
Class A	Robert M. Walp	572,845 (4)	2.9
Class B	804 P Street, No. 4 Anchorage, Alaska 99501	303,457 (4)	7.3
Class A	Voting Agreement	7,638,900 (5)	38.8
Class B	c/o General Communication, Inc. 2550 Denali Street, Suite 1000 Anchorage, Alaska 99503 Attn: Ronald A. Duncan	2,400,591 (5)	57.5
Class A	Wellington Management Co.	1,400,800 (6)	7.1
Class B	75 State Street Boston, Massachusetts 02109	-0-	-
Class A	TCI GCI, Inc.	-0-	-
Class B	5619 DTC Parkway Englewood, Colorado 80111	590,043 (7)	14.1

<FN>

1 Includes 18,560 shares of Class A and 8,242 shares of Class B common stock gifted by Mr. Duncan to the Amanda Miller Trust, where Ms. Miller is the daughter of Mr. Duncan's spouse, Dani Bowman, and Mr. Duncan has a reversionary interest in those shares. Includes 105,111 shares of Class A common stock of the Company held by the Company in its name but for the benefit of Mr. Duncan pursuant to the terms of the First Duncan Deferred Compensation Agreement and 13,750

ASS008BD.WP5

Page 22

shares of Class A common stock of the Company held by the Company in its name but for the benefit of Mr. Duncan pursuant to the terms of the Second Duncan Deferred Compensation Agreement. See "MATTERS TO BE ACTED UPON AT THE MEETING: 1. DIRECTOR ELECTIONS - Remuneration of Directors and Executive Officers - Summary Compensation." Includes 852,775 shares of Class A and 233,708 shares of Class B common stock of the Company owned by Mr. Duncan but subject to a Voting Agreement. See, "SHAREHOLDINGS OF PRINCIPAL SHAREHOLDERS AND MANAGEMENT: Changes in Control - Voting Agreement." Does not include 5,760 shares of Class A or 27,020 shares of Class B common stock held by Ms. Bowman, to which Mr. Duncan disavows any interest.

Mr. Duncan had as of the Record Date the following interests in the shares beneficially owned by him: (1) sole power to vote or to direct the vote - no shares of Class A or Class B common stock; (2) shared power to vote or to direct the vote - 852,775 shares of Class A and 233,708 shares of Class B common stock; (3) sole power to dispose or to direct the disposition - 103,341 shares of Class A and no shares of Class B common stock; and (4) shared power to dispose or to direct the disposition - 841,209 shares of Class A and 239,820 shares of Class B common stock.

2 Includes 177,324 shares of Class A common stock of the Company and 194,440 shares of Class B common stock of the Company from the Estate of Betsy Magness, in which Mr. Magness is beneficial owner and executor.

Mr. Magness owns 25 percent, beneficially and of record, and another 25 percent, beneficially as executor of the Estate of Betsy Magness, of the stock of KGBB, Inc., a Colorado corporation which holds 40,000 shares of Class A common stock of the Company, and as a result may be deemed to have shared voting and investment power over those 40,000 shares. The number of shares in the table includes 20,000 shares of Class A common stock of the Company directly and beneficially owned by Mr. Magness due to his shareholdings in KGBB, Inc.

3 All of these shares are subject to a Voting Agreement. See, "SHAREHOLDINGS OF PRINCIPAL SHAREHOLDERS AND MANAGEMENT: Changes in Control - Voting Agreement."

MCI Telecommunications Corporation had as of the Record Date the following interests in the shares beneficially owned by it: (1) sole power to vote or to direct the vote - no shares of Class A or Class B common stock; (2) shared power to vote or to direct the vote - 6,251,509 shares of Class A common stock and 1,275,791 shares of Class B common stock; (3) sole power to dispose or to direct the disposition - 6,251,509 shares of Class A and 1,275,791 shares of Class B common stock; (4) shared power to dispose or to direct the disposition - no shares of Class A or Class B common stock.



4 Includes 534,616 shares of Class A and 301,049 shares of Class B common stock of the Company owned by Mr. Walp but subject to a Voting Agreement. See, "SHAREHOLDINGS OF PRINCIPAL SHAREHOLDERS AND MANAGEMENT: Changes in Control - Voting Agreement."

Mr. Walp had as of the Record Date the following interests in the shares beneficially owned by him: (1) sole power to vote or to direct the vote - no shares of Class A or Class B common stock; (2) shared power to vote or to direct the vote - 534,616 shares of Class A and 301,049 shares of Class B common stock; (3) sole power to dispose or to direct the disposition- 534,616 shares of Class A and 301,049 shares of Class B common stock; and (4) shared power to dispose or to direct the disposition - 38,229 shares of Class A and 2,408 shares of Class B common stock.

5 The Voting Agreement is described elsewhere in this Proxy Statement. Does not include shares to be issued to the Prime Sellers. See "SHAREHOLDINGS OF PRINCIPAL SHAREHOLDERS AND MANAGEMENT: Changes in Control - Voting Agreement."

6 Number of shares beneficially owned by the reporting person with shared dispositive power. Number of shares beneficially owned by the reporting person with shared voting power was 720,800 shares.

7 All of these shares are subject to the Voting Agreement. See, "SHAREHOLDINGS OF PRINCIPAL SHAREHOLDERS AND MANAGEMENT: Changes in Control - Voting Agreement."

TCI GCI, Inc. had as of the Record Date the following interests in the shares beneficially owned by it: (1) sole power to vote or to direct the vote - no shares of Class A or Class B common stock; (2) shared power to vote or to direct the vote - no shares of Class A common stock and 590,043 shares of Class B common stock; (3) sole power to dispose or to direct the disposition - no shares of Class A common stock and 590,043 shares of Class B common stock; (4) shared power to dispose or to direct disposition - no shares of Class A or Class B common stock.

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 </FN>  
 </TABLE>  
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 Management

The following table sets forth information with respect to the beneficial ownership of shares of the Company's Class A and Class B common stock as of the Record Date by each director and nominee of the Company, by the Named Executive Officers and by all directors and executive officers of the Company as a group. Shares issuable upon exercise of outstanding options and warrants are deemed to be outstanding for the purpose of computing the percentage of ownership of the individual owning such options or warrants but have not been deemed to be outstanding for the purpose of computing the percentage of ownership of any other individual. So far as is known to the Company, the individuals identified in the table had sole voting and investment power with respect to the shares indicated as owned by them except as otherwise stated in the footnotes to the table.

ASS008BD.WP5

<TABLE>

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SHAREHOLDINGS OF MANAGEMENT OF THE COMPANY

<CAPTION>

Title of Class (3)	Name of Beneficial Owner	Amount and Nature Beneficial Ownership (1), (2)	Percent of Class
Class A	William C. Behnke	235,274	1.2
Class B		-0-	-
Class A	Ronald A. Duncan	1,281,971 (4)	6.4
Class B		248,062 (4)	5.9
Class A	Donne F. Fisher	211,307 (5)	1.0
Class B		27,688 (5)	*
Class A	John W. Gerdelman	-0- (6)	-
Class B		-0- (6)	-
Class A	G. Wilson Hughes	545,726 (7)	2.7
Class B		2,642	*

Class A	John M. Lowber	413,488		2.0
Class B		6,140		*
Class A	Carter F. Page	207,327		1.0
Class B		25,246		*
Class A	Larry E. Romrell	-0-	(5)	*
Class B		328	(5)	*
Class A	James M. Schneider	-0-	(6)	-
Class B		-0-	(6)	-
Class A	Dana L. Tindall	190,760		1.0
Class B		3,647		*
Class A	Robert M. Walp	572,845	(8)	2.9
Class B		303,457	(8)	7.3
Class A	All Directors and	4,113,1755	(6)	19.3
Class B	Executive Officers as a Group (13 Persons)	699,3785	(6)	16.8

<FN>

1 Includes interests of executive officers and directors in shares of common stock of the Company held as of December 31, 1995 by the trustees the Company's Stock Purchase Plan in that allocations under the plan are made quarterly on March 31, June 30, September 30, and December 31. These shares are not immediately accessible to participants in that plan. See, "MATTERS TO BE ACTED UPON AT THE MEETING: 1. DIRECTOR ELECTIONS - Remuneration of Directors and Executive Officers - Summary Compensation and Stock Purchase Plan."

2 Includes options and warrants granted to individual directors and executive officers as of the Record Date.

3 An asterisk (\*) means the person is the beneficial owner of less than 1% of the corresponding class of common stock.

4 Includes 18,560 shares of Class A and 8,242 shares of Class B common stock gifted by Mr. Duncan to the Amanda Miller Trust, where Ms. Miller is the daughter of Mr. Duncan's spouse Dani Bowman, and Mr. Duncan has a reversionary interest in those shares. Includes 105,111 shares of Class A common stock of the Company held by the Company in its name but for the benefit of Mr. Duncan pursuant to the terms of the First Duncan Deferred Compensation Agreement and 13,750 shares of Class A common stock of the Company held by the Company in its name but for the benefit of Mr. Duncan pursuant to the terms of the Second Duncan Deferred Compensation Agreement. See, "MATTERS TO BE ACTED UPON AT THE MEETING: 1. DIRECTOR ELECTIONS - Remuneration of Directors and Executive Officers - Summary

ASS008BD.WP5

Page 25

Compensation." Includes 852,775 shares of Class A and 233,708 shares of Class B common stock of the Company owned by Mr. Duncan but subject to a Voting Agreement. See, "SHAREHOLDINGS OF PRINCIPAL SHAREHOLDERS AND MANAGEMENT: Changes in Control - Voting Agreement." Does not include 5,760 shares of Class A or 27,020 shares of Class B common stock held by Ms. Bowman, to which Mr. Duncan disavows any interest.

Mr. Duncan had as of the Record Date the following interest in the shares beneficially owned by him: (1) sole power to vote or to direct the vote - no shares of Class A or Class B common stock; (2) shared power to vote or to direct the vote -852,775 shares of Class A and 233,708 shares of Class B common stock; (3) sole power to dispose or to direct the disposition - 103,341 shares of Class A and no shares of Class B common stock; and (4) shared power to dispose or to direct the disposition - 841,209 shares of Class A and 239,780 shares of Class B common stock.

5 Does not include holdings of TCI GCI, Inc. in the Company, where TCI GCI, Inc. is a subsidiary of TCI and Mr. Fisher is a consultant for and Mr. Romrell is an officer of TCI.

6 Does not include holdings of MCI Telecommunications Corporation in the Company, where Messrs. Gerdelman and Schneider are officers of that corporation.

7 Includes 3,750 shares of Class A common stock of the Company held by the Company in its name but for the benefit of Mr. Hughes pursuant to the terms of the Hughes Deferred Compensation Agreement. See, "MATTERS TO BE ACTED UPON AT THE MEETING: 1. DIRECTOR ELECTIONS - Remuneration

8 Includes 534,616 shares of Class A and 301,049 shares of Class B common stock of the Company owned by Mr. Walp but subject to a Voting Agreement. See, "SHAREHOLDINGS OF PRINCIPAL SHAREHOLDERS AND MANAGEMENT: Changes in Control - Voting Agreement."

Mr. Walp had as of the Record Date the following interests in the shares beneficially owned by him: (1) sole power to vote or to direct the vote - no shares of Class A or Class B common stock; (2) shared power to vote or to direct the vote - 534,616 shares of Class A and 301,049 shares of Class B common stock; (3) sole power to dispose or to direct the disposition - 534,616 shares of Class A and 301,049 shares of Class B common stock; and (4) shared power to dispose or to direct the disposition - 38,229 shares of Class A and 2,408 shares of Class B common stock.

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#### Changes in Control

Acquisition Plan. On March 14, 1996 the Company entered into four non-binding letters of intent as an initial step in a plan of acquisition ("Acquisition Plan") to acquire several Alaskan cable companies ("Cable Companies") that offer cable television services to more than 101,000 subscribers serving approximately 74% of households throughout the state. The total purchase price is approximately \$280.7 million, and, as a part of the Acquisition Plan, the Company is to issue approximately 16.3 million share of Class A common stock to the owners of the Cable Companies valued at \$105.7 million. The balance of the purchase price is to be provided by approximately \$175 million of bank financing. As a part of the Acquisition Plan, the Company proposes to raise additional capital separate from the acquisitions through a sale of 2 million shares of Class A common stock ("MCI Company Shares") to MCI Telecommunications Corporation ("MCI") valued at \$13 million. The Company has entered into a non-binding letter of intent with MCI on that proposed sale. Both the shares to be issued to MCI and to the Cable Company owners are valued at \$6.50 per share. The letters of intent provide that the definitive terms and conditions for several proposed transactions of the Acquisition Plan ("Proposed Transactions") are to be reduced to written agreements with final closings to occur not later than December 31, 1996. As of April 29, 1996, the Company was in the process of entering into those agreements ("Purchase Agreements"), subject to, among other conditions, the prior approval of the shareholders of the Company.

The Cable Companies involved in the Proposed Transactions are as follows: (1) Prime Cable of Alaska, L.P. ("Prime"); (2) Alaska Cablevision, Inc. ("Alaska Cablevision"); (3) McCaw/Rock Homer Cable System, a joint venture, and McCaw/Rock Seward Cable System, a joint venture ("McCaw/Rock Homer

ASS008BD.WP5 Page 26  
Cable System" and "McCaw/Rock Seward Cable System," respectively, collectively, "McCaw/Rock Cable Systems"); and (4) Alaskan Cable Network, Inc. ("Alaskan Cable").

Prime owns and operates cable television businesses located in Anchorage, Eagle River, Chugiak, Kenai, Soldotna, Bethel, Fort Richardson, and Elmendorf Air Force Base, Alaska ("Prime Alaska System"). Alaska Cablevision owns and operates cable television businesses and cable television systems located in Petersburg, Wrangell, Cordova, Valdez, Kodiak, Nome, and Kotzebue, Alaska. McCaw/Rock Homer Cable System owns and operates the cable television business and cable television system located in Homer, Alaska. McCaw/Rock Seward Cable System owns and operates the cable television business and cable television system located in Seward, Alaska. Alaskan Cable owns and operates cable television businesses and cable television systems located in Fairbanks, Juneau, Sitka and Ketchikan, Alaska.

As a result of the final closing on the Proposed Transactions, there will be no material differences in the rights of shareholders of the Company. However, a substantial number of new shares of Class A common stock will be issued to certain of the Cable Companies or their principals, thus diluting the interest of existing shareholders.

The Prime Purchase Agreement centers on the Company's offer to acquire all of the partnership and participation interests in Prime from the present holders of those securities who are entities affiliated with a Prime management group ("Prime Sellers"). As a result of the Proposed Transactions involving Prime, the Company would become the owner, directly or indirectly through wholly-owned subsidiaries, of 100% of the limited partner and general partner interests in Prime. Under the Prime Purchase Agreement, the Company is to deliver to the Prime Sellers at closing 11.8 million shares of its Class A common stock in payment and exchange for those security interests in Prime. Under that agreement the Prime Sellers are to have the right to require registration of those shares under the federal Securities Act of 1933, as

amended ("Securities Act"), for the initial distribution to them and, if required, subsequent resales by them in the open market. Such rights are subject to restrictions on resales during the 149 day period commencing with the final closing date of the agreement. The Prime Purchase Agreement provides that Prime II Management, L.P., the manager of Prime as of the Record Date, is to enter into a management agreement ("Prime Management Agreement") with the Company whereby the limited partnership would for a fee provide management services to Prime with respect to the Prime Alaska System. The term of the Prime Management Agreement is to be nine years, but it is terminable after two years at the option of either party.

The Prime Purchase Agreement is subject to a number of conditions precedent to its final closing including the obtaining of consents of various persons including state and federal regulators, shareholders of the parties involved including the Company, the Prime owners, lenders, and partners, and the Company's lenders. It is also subject to MCI purchasing the MCI Company Shares as further described below.

Under the Prime letter of intent, the Company is to take such actions as are necessary to cause its Board to expand to include two additional members. The Company is to cooperate with the Prime Sellers to amend the Voting Agreement described elsewhere in this Proxy Statement in order that the Prime Sellers may become parties to that agreement and appoint two members to the Board as of the final closing on the Prime Purchase Agreement. See, "SHAREHOLDINGS OF PRINCIPAL SHAREHOLDERS AND MANAGEMENT: Changes in Control - Voting Agreement." The right to designate one of those members to be elected to the Board is to continue until the Prime Sellers cease to own in the aggregate at least 10% of the outstanding Class A common stock of the Company. The other one of such two members is to continue until the Prime Management Agreement terminates.

The Alaska Cablevision Purchase Agreement centers on the Company's offer to purchase all of the assets (excluding cash assets) of Alaska Cablevision. Alaska Cablevision has two affiliated

ASS008BD.WP5

Page 27

companies, the McCaw/Rock Cable Systems, as described below. Under the Alaska Cablevision Purchase Agreement, the Company is to deliver to Alaska Cablevision on the final closing date as payment for the Alaska Cablevision assets \$26,650,000 plus an amount equal to Alaska Cablevision's current assets as of that date payable as follows: (1) \$16,650,000 plus an amount equal to Alaska Cablevision's current assets as of that date, in cash; and (2) \$10,000,000 in subordinated notes of the Company convertible into shares of the Company's Class A common stock at conversion rates as set forth in the agreement. Should all of the notes be converted in accordance with the terms of the agreement, the Company would issue a total of 1,538,000 shares of Class A common stock. The notes are to bear simple, non-compounding interest at the lowest rate allowable by the Internal Revenue Service under imputed interest rules in effect as of the closing on the Alaska Cablevision Purchase Agreement. Any indebtedness on the notes not previously converted into common stock of the Company is to be due and payable in full in a single, lump sum payment on the tenth anniversary of the initial date of issuance of the notes. The notes are to be subordinated to the Company's presently existing and later incurred senior indebtedness. The notes are to be convertible on an annual basis into shares of common stock of the Company during a 15 day period each year for 10 years. Under the agreement and following the expiration of a 180 day period commencing with the final closing date on the agreement, the holders of those shares are to be entitled to one demand registration under the Securities Act per year for 10 years, and they are to have other piggyback registration rights with respect to those shares. The Alaska Cablevision Purchase Agreement is subject to a number of conditions precedent to its final closing including the obtaining of consents of various persons including state and federal regulators, shareholders of the Company and Alaska Cablevision, and the lenders of the Company and Alaska Cablevision.

The McCaw/Rock Purchase Agreement centers on the Company's offer to purchase all of the assets (excluding cash assets) of the McCaw/Rock Cable Systems. Under the Agreement the Company is to deliver to McCaw/Rock Cable Systems on the final closing date as payment for the assets of those systems \$4,350,000 plus an amount equal to the systems' current assets as of that date payable in cash. The agreement is subject to a number of conditions precedent to its final closing including the obtaining of consents of various persons including state and federal regulators, shareholders of the Company and of the owners of the McCaw/Rock Cable Systems, and the lenders of the Company and the systems.

The Alaskan Cable Purchase Agreement centers on the Company's offer to purchase all of the assets of Alaskan Cable. Under the agreement, the Company is to deliver to Alaskan Cable on the final closing date, as payment for those assets, \$70 million, payable as follows: (1) \$51 million in cash; and (2) 2,923,077 shares of the Company's Class A common stock. Under the agreement the present Alaskan Cable shareholder is to have the right to require registration of those shares under the Securities Act for the initial distribution to and subsequent resales by that person and subject further to restrictions on resales during the 149 day period commencing with the final closing date of the agreement. The Alaskan Cable Purchase Agreement is subject to a number of conditions precedent to its final closing including the obtaining of consents of

various persons including state and federal regulators, shareholders of the Company and Alaskan Cable, and the lenders of the Company and Alaskan Cable.

The MCI Purchase Agreement centers on the purchase by MCI of the MCI Company Shares to be issued by the Company upon final closing on the agreement and the payment of the purchase price by MCI. The agreement states that MCI's obligation to purchase the shares is contingent upon the consummation of the Prime Purchase Agreement. The agreement is further subject to a number of conditions precedent to its final closing including the obtaining of all required federal, state, and local regulatory consents and approvals, as well as any consents and approvals required by the shareholders of the Company or any material agreement of the Company. Under the agreement, MCI is to have the right to require registration under the Securities Act of a portion or all of those shares. These shares would be subject to the provisions of the Voting Agreement discussed elsewhere in this Proxy Statement, See, "SHAREHOLDINGS OF PRINCIPAL SHAREHOLDERS AND MANAGEMENT: Changes in Control Voting Agreement."

ASS008BD.WP5

Page 28

Should the 18.3 million shares of Class A common stock to be issued under the Acquisition Plan be issued as of the Record Date, the percent shareholdings in the Company would become as follows: (1) Prime Sellers - 28%; (2) MCI -- 23% (down from approximately 30% immediately prior to the closing on the Proposed Transactions involved in the Acquisition Plan); (3) the Company's employees and management combined -- 9%; (4) Alaskan Cable -- 7%; (5) Alaska Cablevision -- 4%; and (6) others -- 29%. The shareholdings of MCI, the Cable Companies, and certain other persons are subject to the Voting Agreement described elsewhere in this Proxy Statement. See, "SHAREHOLDINGS OF PRINCIPAL SHAREHOLDERS AND MANAGEMENT: Changes in Control - Voting Agreement."

Voting Agreement. As a part of the agreement for the issuance of 6,251,509 shares of Class A and 1,275,791 shares of Class B common stock of the Company to MCI in 1993 ("MCI Stock"), the Company agreed to assure the corporation that it may appoint a minimum of two members to the Company's expanded seven member board of directors. On May 28, 1993, three principal shareholders, including two officers and directors of the Company (Messrs. Duncan and Walp and WSMC), entered into a voting agreement ("Voting Agreement") with MCI which provides in part, that the voting stock of these persons will be voted at shareholder meetings as a block in favor of no more than two nominees by the corporation for no more than two positions on the board of directors at any one time. The Voting Agreement similarly commits MCI and the other three parties to vote their shares for four board nominees proposed by and allocated between the other parties.

As a part of the Acquisition Plan, the parties to the Voting Agreement allowed the Prime Sellers, through a designated representative, to become a party to and participant in the agreement. The agreement is to be amended to accommodate the increase of the board of directors from seven to nine positions and to provide expressly that the voting stock of the participants in the Voting Agreement will be voted at shareholder meetings as a block in favor of no more than two nominees to be presented by the Prime Sellers for no more than two positions on the board at any one time. Such right to designate an individual to one of those positions to be elected to the board is to continue until the Prime Sellers cease to own in the aggregate at least 10% of the outstanding Class A common stock of the Company. The right to select an individual to the other one of such two positions is to continue until the Prime Management Agreement terminates.

As of the Record Date, Mr. Gerdelman remained as one of the recommended MCI Telecommunications Corporation selections for the Board. It is anticipated that the parties to the Voting Agreement will cast all of their votes for Messrs. Gerdelman, Page, and Walp. It is anticipated that the parties to the Voting Agreement will cast all of their votes for these two nominees, and for the nominees proposed by the Prime Sellers, provided the shareholders approve the Acquisition Plan. As of the Record Date, the voting stock of the parties to the Voting Agreement (in April, 1995 WSMC transferred its shareholdings in the Company to TCI GCI, Inc., and TCI GCI, Inc. became subject to the Voting Agreement) constituted in excess of a simple majority of the outstanding voting power of the Company. The term of the Voting Agreement will be through the completion of the annual meeting of shareholders of the Company taking place in 1997 or until there is only one party to that agreement, which ever first occurs. However, the parties may extend the term upon unanimous consent.

Pledges of Stock of Subsidiaries. Should the Company default on its obligations under the Credit Agreement with its present Senior Lender, that lender may exercise the pledge of stock provisions of that agreement pertaining to the subsidiaries of the Company and thereby gain direct control of the essential operating assets through which the Company and its subsidiaries provide telecommunication services. See, "CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS: Certain Transactions with Management and Others - Credit Agreement."

ASS008BD.WP5

Page 29

(4) Item 13, Part III. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS.

The following text is extracted from the Proxy Statement:

## CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

### Certain Transactions with Management and Others

Acquisition Plan. The Acquisition Plan includes Proposed Transactions providing that the Prime Sellers will have the right to select individuals for nominees to two positions on the board of directors of the Company. The Acquisition Plan also provides registration rights to owners of certain of the Cable Companies. The Acquisition Plan requires the Company to enter into the Prime Management Agreement with an affiliate of the Prime Sellers. These transactions are further described elsewhere in this Proxy Statement. See, "Changes in Control - Acquisition Plan" elsewhere in this Proxy Statement.

MCI Agreements. In December, 1992, MCI and the Company entered into a letter of intent outlining the general terms and conditions of several proposed arrangements between them to be subsequently reduced to separate agreements ("MCI Agreements"). Under the MCI Agreements, in addition to MCI acquiring a substantial portion of the outstanding common stock of the Company and entering into the Voting Agreement to ensure that it would be able to appoint or otherwise elect at least two members to the Board, MCI and the Company have established or will establish various business arrangements between them. These arrangements include the following: (1) providing telecommunications services by each party to the other; (2) licensing of certain MCI service marks to the Company for use in Alaska; (3) leasing by MCI from the Company and the subleasing back by the Company of one-ninth of the undersea fiber optic cable linking Seward, Alaska with Pacific City, Oregon; (4) purchasing by MCI of certain service marks of the Company; (5) other communication network sharing; and (6) sharing of various marketing, engineering, and operating resources. As of the Record Date, the Company had executed access service, carrier, 1-800 collect service mark and product, and undersea fiber optic cable agreements with MCI pertaining to items (1)-(3) and was in the process of negotiating agreements pertaining to items (4)-(6). These arrangements have during the year ended December 31, 1995 resulted in revenues to MCI and its subsidiaries of approximately \$8.4 million and revenues to the Company of approximately \$24 million.

In March, 1996, the Company and MCI amended the Contract for Alaska Access Services and the MCI Carrier Agreement, both of which agreements the parties had initially entered into effective January 1, 1993. The access agreement addresses transmission services provided by the Company to MCI for its traffic and the charges for such services. The carrier agreement addresses transmission services provided by MCI to the Company for its traffic and the charges for such services. The carrier agreement amendment is the fifth effective amendment to the agreement and extends the term of the agreement by three years. The prior amendments provided for new, expanded, or revised services by MCI to the Company and adjustments of charges for those services. The access agreement amendment is the first effective amendment to the agreement. It extends the term of the agreement by three years and reduces the rate in dollars to be charged by the Company for certain MCI traffic for the time period April 1, 1996 through July 1, 1999 and thereafter. The rate reduction, if applied to the number of minutes to be carried by the Company in 1996 and 1997, based upon minutes carried by the Company during 1995, would reduce the Company's 1996 and 1997 revenue by approximately \$322,000 and \$399,000, respectively. Those recent amendments to the two agreements do not otherwise change the agreements. The Company considered the amendments of both agreements together as in its best interest. With these amendments, the Company is assured that MCI, the Company's largest customer, will continue to make use of the Company's services during the extended term.

ASS008BD.WP5

Page 30

As a part of the Acquisition Plan, MCI has agreed to purchase an additional 2 million shares of Class A common stock of the Company. See, "SHAREHOLDINGS OF PRINCIPAL SHAREHOLDERS AND MANAGEMENT: Changes in Control - Acquisition Plan."

Credit Agreement. In May, 1993, the Company completed a refinancing which provided a new \$15 million senior facility ("Credit Agreement") with NationsBank in Dallas, Texas ("Senior Lender"). The Credit Agreement continues a number of conditions imposed under previous credit agreements entered into by the Company. In compliance with one of those conditions, the Company previously formed GCC, an Alaska corporation and wholly owned subsidiary of the Company. On November 30, 1990 all of the Company's operating assets were transferred to GCC, where all of the outstanding capital stock of GCC was pledged to the then senior lenders of the Company. This reorganization proposal was approved by the shareholders of the Company at the June 7, 1990 annual shareholders meeting. That pledge is now made to the Senior Lender and will remain in place for so long as the Credit Agreement remains in effect. As of the Record Date, the outstanding common stock of GCC remained pledged to the Senior Lender. Throughout the year ended December 31, 1995 and from that date through the Record Date, the Company was in full compliance with all terms of the Credit Agreement. See, "ANNUAL REPORT."

WSMC Agreements. The Company purchased services and used some facilities of WSMC to allow the Company to provide its telecommunication

services in other states in the country. The total of such purchases from WSMC by the Company during the year ended December 31, 1995 was approximately \$245,000.

Duncan Lease. The Company entered into a long-term capital lease agreement in 1991 with a partnership of which Mr. Duncan, the Company's president, was a 50% owner. Mr. Duncan sold his interest in the partnership in 1992 but remained a guarantor on the note used to finance acquisition of the property. During 1993, Mr. Duncan married Dani Bowman, the individual to whom he sold his interest in the partnership, and as of the Record Date, the property was owned in its entirety by the president's spouse. The property under lease consists of a building presently occupied by the Company. The lease term is 15 years with monthly payments of \$14,400, increasing in \$800 increments at each two year anniversary of the lease. The first incremental increase occurred in 1993. If the owner sells the premises prior to the end of the tenth year of the lease, the owner will rebate to the Company one-half of the net sales price received in excess of \$900,000. If the property is not sold prior to the tenth year of the lease, the owner will pay the Company the greater of one-half of the appreciated value of the property over \$900,000, or \$500,000. The leased asset was capitalized in 1991 at the owner's cost of \$900,000 and the related obligation was recorded in the financial statements for the Company as reflected in the Annual Report. See, "ANNUAL REPORT."

#### Indebtedness of Management

On August 13, 1993 Mr. Duncan obtained a loan of \$500,000 from the Company ("Duncan Loan") and executed a non-recourse promissory note to the Company which bears an interest rate equal to the variable rate paid by the Company on its Credit Agreement with its Senior Lender. Mr. Duncan is to pay off the Duncan Loan in one payment of principal and accrued interest 90 days after the termination of his employment with the Company or July 30, 1998, whichever is earlier. The money was used to pay down a portion of the indebtedness of Mr. Duncan on the WSMC Loans allowing for the release to Mr. Duncan of 223,000 shares of Class A common stock used as collateral on that loan. Those shares were then pledged as collateral to secure the Duncan Loan. See, "SHAREHOLDINGS OF PRINCIPAL SHAREHOLDERS AND MANAGEMENT: Changes in Control - Duncan Stock Pledges." The largest outstanding balance of principal and interest on the Duncan Loan during the year ended December 31, 1995 was \$585,966 on that date. As of the Record Date the outstanding balance of principal and interest on the Duncan Loan was \$597,223.

ASS008BD.WP5

Page 31

During 1995, the Company made payments to others on behalf of Mr. Duncan in the amount of \$592. These payments, when added to advances made to Mr. Duncan in prior years totalled \$15,594. Mr. Duncan reimbursed the Company \$14,144 during 1995, which left a total of \$1,450 outstanding at December 31, 1995.

In May, 1994 Mr. Duncan received additional loans totalling \$55,000 from the Company and executed two promissory notes totalling that amount. The terms were for interest to accrue at 7% per annum with principal to be paid in August, 1994. The notes were extended, and the full principal and interest in the amount of \$55,686 was paid on March 6, 1995.

In September, 1995, Mr. Duncan received an additional loan in the amount of \$70,000. The terms were for interest to accrue at the variable rate paid by the Company on its Credit Agreement with its Senior Lender. The full principal and interest owed in the amount of \$71,486 were paid in full on December 29, 1995.

In April, 1993 Mr. Behnke obtained a loan from the Company in the amount of \$48,000 and executed a promissory note. The note bears interest at 9% per annum, is secured by options to purchase 85,190 shares of Class A common stock of the Company, and was due on December 31, 1995. The Company extended the due date on the note to June 30, 1997. Accrued interest on the note totalled \$11,540 at December 31, 1995 and \$12,782 on the Record Date. In September, 1995 Mr. Behnke obtained another loan from the Company in the amount of \$50,000 and executed a promissory note. The note bears interest at a rate equal to that paid by the Company to its Senior Lender pursuant to the Company's senior credit facility. The note is secured by the same options to purchase those 85,190 shares of Class A common stock and is due on June 30, 1997. Accrued interest on the note totalled \$1,150 at December 31, 1995 and \$2,276 on the Record Date.

In August, 1994 and April, 1995 Mr. Dowling received loans from the Company of \$224,359 and \$86,000 respectively, and executed promissory notes secured by 160,297 shares of Company Class A and 74,028 shares of Class B common stock. The notes bear interest at 10% per annum and are payable in ten equal installments of principal and interest with the first payment on each due in August, 1996. Payment has not been made on the notes. The Company has extended the term of the notes with ten equal installments of principal and interest over a period of ten years due in August of each year with the first payment on each note due in August, 1996. Accrued interest totalled \$36,476 at December 31, 1995 and \$45,405 on the Record Date.

Except as disclosed in this Proxy Statement, neither as a group nor

individually did any director, executive officer, nominee for election as a director, any member of the immediate family of these persons, or any corporation or organization of which such director, executive officer, or nominee is an executive officer or partner and is directly or indirectly the beneficial owner of 10% or more of any class of equity securities of that corporation, or any trust or other estate in which such director, executive officer, or nominee of the Company has a substantial beneficial interest or as to which such person serves as a trustee or in a similar capacity have during the year ended December 31, 1995 nor during the portion of calendar year 1996 ended on the Record Date, an indebtedness to the Company in an amount in excess of \$60,000.

ASS008BD.WP5

Page 32

PART IV

(5) Item 14, Part IV. EXHIBITS, FINANCIAL STATEMENT SCHEDULES, AND REPORTS ON FORM 8-K.

(c) Exhibits.

- (1) Exhibit A: Transponder Purchase Agreement for Galaxy X between Hughes Communications Galaxy, Inc. and GCI Communication Corp.;
- (2) Exhibit B: Galaxy X Transponder Service Agreement between Hughes Communications Satellite Services, Inc. and GCI Communication Corp.;
- (3) Exhibit C: Framework Agreement between National Bank of Alaska and General Communication, Inc.; and
- (4) Exhibit D: 1996 Call-Off Contract between National Bank of Alaska and General Communication, Inc.

These four commercial agreements have been included as exhibits to this Form 10-K/A in that they were executed in the year ended December 31, 1995 but were not included in the Company's Form 10-K for that year. Portions of the agreements identified as Exhibits A, C, and D have been redacted in that they are considered confidential by the Company. The unredacted agreements have been separately filed with the Securities and Exchange Commission pursuant to Rule 101(c)(1)(i) of Regulation S-T.

ASS008BD.WP5

Page 33

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities and Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

GENERAL COMMUNICATION, INC.

By: /s/ Ronald A. Duncan  
Ronald A. Duncan, President  
(Chief Executive Officer)

Date: April 25, 1996

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the date indicated.

Signature	Title	Date
/s/ Carter F. Page Carter F. Page	Chairman of the Board and Director	April 25, 1996
/s/ Robert M. Walp Robert M. Walp	Vice Chairman of the Board and Director	April 23, 1996
/s/ Ronald A. Duncan Ronald A. Duncan	President and Director, (Chief Executive Officer)	April 25, 1996
/s/ Donne F. Fisher Donne F. Fisher	Director	April 25, 1996
/s/ John W. Gerdelman John W. Gerdelman	Director	April 25, 1996
/s/ Larry E. Romrell Larry E. Romrell	Director	April 25, 1996
/s/ James M. Schneider	Director	April 25, 1996



James M. Schneider

/s/ John M. Lowber  
John M. Lowber

Senior Vice President,  
Chief Financial Officer,  
Secretary and Treasurer

April 25, 1996

/s/ Alfred J. Walker  
Alfred J. Walker

Vice President and Chief  
Accounting Officer

April 25, 1996

ASS008BD.WP5

Page 34



</TABLE>

General Communication, Inc. (GCI) - 2 - FINAL  
1996 Call-Off Contract 4/25/96  
THIS CONTRACT is made the 20th day of December 1995.

BETWEEN

National Bank of Alaska whose registered offices are located at 301 West Northern Lights Blvd., Anchorage, Alaska 99503 (hereafter, "NBA") and General Communication, Inc. (GCI) whose registered offices are located at 2550 Denali St., Suite 1000, Anchorage, Alaska 99503 (hereafter, "The Contractor")

WHEREAS

By a Framework Agreement dated 9 November 1995 entered into between NBA and the Contractor, terms were agreed to whereby the Contractor or an Associated Company of the Contractor would provide or ensure the provision of telecommunication services to be available to NBA and other NBA Associated Companies in substitution for the telecommunication services which were immediately prior to the execution of this Contract either provided from within NBA or acquired from Third Party contractors; NBA now wishes the Contractor to provide the Services and the Contractor is able to provide the Services on the terms set out below in this Contract.

IT IS THEREFORE AGREED as follows:

1. DEFINITIONS

- 1.1. A glossary of Definitions which shall apply to the terms used in this Contract appears as Annex A to the Framework Agreement and shall be deemed to be incorporated in this Contract.
- 1.2. In the event of conflict between this Contract and the Framework Agreement, the order of precedence shall be this Contract and the Framework Agreement.
- 1.3. For the avoidance of any doubt, Services will include all telecommunications and related services described in Schedule 1.

2. STATUS

- 2.1. This Contract may only be modified if such modification is in writing and signed by a duly authorized representative of each Party.
- 2.2. The following documents shall together form part of and shall be read with this Contract and shall represent the entire understanding between the Parties in relation to the subject matter hereof and supersede
  - 2.2.1. The Framework Agreement
  - 2.2.2. The Schedules:
    - Schedule 1 Scope of Work
    - Schedule 2 Service Levels
    - Schedule 3 1996 Expected Cost of Operation (CoOE) and Target
    - Schedule 4 Charges and Billing Information
    - Schedule 5 NBA and Contractor Premises
    - Schedule 6 Agency Letter
    - Schedule 7 Confidentiality Letter
    - Schedule 8 Additional Terms and Conditions
    - Schedule 9 WAN Deployment Project
    - Schedule 10 Long Term Contracts

General Communication, Inc. (GCI) - 3 - FINAL  
1996 Call-Off Contract 4/25/96  
all previous agreements and representations made by either Party, whether oral or written.

3. PROVISION OF SERVICES

The Contractor shall perform the Services in accordance with this Contract.

4. DURATION

The Services shall commence at 0001 hours on 1 January 1996 (Commencement Date) and shall continue until 2400 on 31 December 1996, unless extended by mutual agreement or subject to earlier termination.

5. INVOICES AND PAYMENT

5.1. In consideration of the provision of the Services NBA shall pay to the Contractor the Charges as provided for in Schedule 4.

General Communication, Inc. (GCI)  
Accounts Payable Department  
2550 Denali St.  
Suite 900  
Anchorage, Alaska 99503

Tel: 907-265-5600  
Fax: 907-265-5574  
Contact: Richard A. Whitney  
Director, Business  
Development

General Communication, Inc. (GCI) - 4 - FINAL  
1996 Call-Off Contract 4/25/96

5.2. The Contractor shall render invoices to NBA at the intervals and in the manner specified in Section 21 of the Framework Agreement.

6. MANAGEMENT ORGANIZATION

6.1. The NBA Partner Relations Manager shall be B. John Shipe, Executive Vice President, (907) 265-2860.

6.2. The Contractor Representative shall be Richard A. Whitney, Director, Business Development, (907) 265-5301.

7. NO WAIVER

7.1. Failure by either Party to exercise or enforce any right conferred by the Contract shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any other occasion.

General Communication, Inc. (GCI) - 5 - FINAL  
1996 Call-Off Contract 4/25/96

8. SERVICE OF NOTICE

8.1. Any notice or other document which may be given by either Party under the Contract shall be deemed to have been duly given if left at or sent by pre-paid recorded delivery post or facsimile transmission (confirmed by letter sent by pre-paid recorded delivery post) to each Party's principal or registered office as set out below as an address to which notices, invoices and other documents may be sent:

NBA: National Bank of Alaska (NBA)  
P.O. Box 100600  
Anchorage, Alaska 99510-0600

Tel: 907-265-2860  
Fax: 907-265-2887  
Contact: B. John Shipe  
Executive Vice President

Contractor: General Communication, Inc. (GCI)  
2550 Denali St.  
Suite 1000  
Anchorage, Alaska 99503

Tel: 907-265-5600  
Fax: 907-265-5574  
Contact: Richard A. Whitney,  
Director Business  
Development

8.2. Any such communication shall be deemed to have been made to the other Party four days (4) from the date of posting (if by letter) and if by facsimile transmission on the day of such transmission provided the original of the communication is received by the other Party within 4 days of the date of transmission.

9. FURTHER ASSURANCES

The Contractor and NBA shall use all reasonable endeavors respectively to ensure that any Third Party necessary for the performance of the Services shall do, execute and perform all such further deeds, documents, assurances, acts and things as either of the Parties hereto may reasonably require by notice in writing to any other party to carry the provision of the Contract into full force and effect.

General Communication, Inc. (GCI) - 6 - FINAL  
1996 Call-Off Contract 4/25/96  
10. GOVERNING LAW

This Contract shall, to the extent that any aspect or matter fails to be interpreted, conformed or adjudicated upon by the parties themselves, be dealt with in accordance with the laws of the United States and the State of Alaska. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, such arbitration to take place in Anchorage, Alaska and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof.

11. INVALIDITY

If any term or provision in the Contract shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law, that term or provision or part shall to that extent be deemed not to form part of the Contract and the enforceability of the remainder of the Contract shall not be affected.

12. ADDITIONAL TERMS AND CONDITIONS

Additional terms and conditions to the Framework Agreement terms and to this Contract are set out in Schedule 8.

IN WITNESS WHEREOF the Parties hereto have by duly authorized representatives set their hands the day and year first above written.

for and on behalf of }  
National Bank of Alaska (NBA) }

for and on behalf of }  
General Communication, Inc. (GCI) }

General Communication, Inc. (GCI) - 7 - FINAL  
1996 Call-Off Contract 4/25/96  
SCHEDULE 1: 1996 SCOPE OF WORK

General Communication, Inc. (GCI) - 8 - FINAL  
1996 Call-Off Contract 4/25/96  
1. INTRODUCTION

1.1. General

GCI will provide the services described in this Scope of Work document at all NBA premises shown in Schedule 5. Services will include those associated with NBA's Branch Deployment, LAN upgrades and WAN Deployment as well as operational and management (O&M) services considered routine.

1.2. Assumptions

All on-site work performed will be handled as trouble requests, work requests or projects; centralized network

management and other network services will be delivered pro-actively and will not be documented as one of the above;

Work requests or projects that are required which are extraordinary in terms of their work volume and/or time for completion will be treated as out-of-scope;

2. SCOPE

2.1 Service Transition

2.1.1. Branch Deployment

Provide local coordination for overall Branch LAN/desktop equipment and service installation;

Conduct site-surveys documenting all network and equipment;

Configure and install file server monitoring software, LAN hubs, and Help Desk monitoring platform;

Install Branch LAN infrastructure (UPS, cable plant, hubs);

Coordinate and load configuration of NMS;

Establish installation and configuration standards;

Coordinate asset management;

General Communication, Inc. (GCI)  
1996 Call-Off Contract

- 9 -

FINAL  
4/25/96

Test hubs, routers and servers prior to shipment to Branches;

Install file servers, client desktops and printers in coordination with M&I;

Install necessary Branch dial-up connections;

Integrate equipment and services into CNCC management platform;

Conduct acceptance testing of Branch LAN and desktop infrastructure;

Remove, surplus terminals, printers, controllers and other legacy equipment per NBA instructions;

Coordinate configuration, testing and redeployment of retained client desktops and printers into new e-mail infrastructure;

2.1.2. Upgrade Existing LAN Environments

Conduct site-surveys documenting all network and equipment;

Coordinate purchase, configuration and installation of all upgrade equipment, software and services;

Coordinate asset management;

Integrate equipment/services into CNCC management platform;

Conduct acceptance testing of Branch LAN and desktop infrastructure;

Remove surplus terminals, printers, controllers and other legacy equipment per NBA instructions;

2.1.3. WAN Deployment

Purchase, configure and install router, multiplexer and other WAN equipment which the contractor will provide for the in-state wide area network and the backbone network

General Communication, Inc. (GCI)  
1996 Call-Off Contract

- 10 -

FINAL  
4/25/96

between NBA's facilities in Anchorage, Alaska

and M&I's facilities in Brown Deer, Wisconsin;

Provide, install and test public and private inter-branch data, voice and video services;

Integrate equipment and services into CNCC management platform;

#### 2.1.4. Voice Service Deployment

Analyze existing voice service environment and develop comprehensive implementation plan;

Transition all carrier services;

Modify, as appropriate, all PBX and key system leases;

Consolidate, as appropriate, all LEC and IXC local loop and DAL circuits;

### 2.2 Operation and Management (O&M)

#### 2.2.1. Procurement, Set-up & Installation

Coordinate establishment of desktop computer configuration standards with the NBA Help Desk;

Provide centralized Setup facility for all desktop and server hardware; logistics support for shipment of computer hardware to sites;

Perform or coordinate physical installation of computer hardware on LANs;

Maintain relationships with key vendors and service providers to assure product and service support and continued knowledge of installed equipment, systems and services.

#### 2.2.2. Network Management

Monitor network devices and associated cable plant and circuits; provide status and performance reports as required;

Provide proactive management of network devices to maintain established service levels;

General Communication, Inc. (GCI)  
1996 Call-Off Contract

- 11 -

FINAL  
4/25/96

Provide configuration management of desktop and service hardware; manage and maintain operating system integrity;

Initiate and coordinate change management for the following: (1) desktop, server hardware and operating systems; (2) hubs and other LAN equipment and circuits; (3) routers, multiplexers, modems and other WAN equipment; (4) WAN private line circuits; (5) PBX and Key systems as applicable; (6) long distance services; (7) video conferencing systems and services.

#### 2.2.3. Trouble Requests

Provide necessary resolution and support for desktop hardware, operating system and network connectivity problems;

Provide necessary resolution and support for server hardware, operating system and network connectivity problems;

Respond to and resolve user telephone station equipment and voicemail and feature service problems;

Provide resolution of long distance calling or other service problems;

Provide necessary resolution and support for PBX hardware and service problems.

Provide necessary resolution and support for ATM hardware and service problems.

2.2.4. Work Requests

Move, add, change of all telephone station equipment;

Move, add, change voicemail and features;

Move, add, change of all desktop computer and terminal equipment;

Move, add, change business telephone lines;

Desktop computer hardware installations that exceed user capability;

General Communication, Inc. (GCI)  
1996 Call-Off Contract

- 12 -

FINAL  
4/25/96

2.2.5. Projects

Coordinate and perform telephone systems, LAN/WAN systems projects involving moving facilities and workgroups or service upgrades of an operational basis not categorized as Major Changes;

2.3. Change Management

2.3.1. Tactical Management

Implement outage notification procedures in order to insure coordination between NBA, M&I and all other service providers involving all planned maintenance activity;

Coordinate asset management systems, processes and procedures with NBA to provide complete inventory control of all telecommunications, server and desktop equipment, systems, circuits and software assets;

Develop and maintain documentation for all equipment, system, circuit, network or software configuration, maintenance history, layout, revision level and status;

2.3.2. Strategic Planning

Maintain technical expertise on all currently installed and in-use equipments, systems, circuits, services and advances in technology;

Present telecommunications and desktop support plans, designs, options and technical summaries to NBA for review;

Provide technical consultancy in order to strategically meet all future telecommunications and desktop computing business requirements;

Continuously monitor and evaluate telecommunications technologies relevant to NBA's business requirements; advise NBA on adoption of new technologies;

General Communication, Inc. (GCI)  
1996 Call-Off Contract

- 13 -

FINAL  
4/25/96

SCHEDULE 2: SERVICE LEVELS

General Communication, Inc. (GCI)  
1996 Call-Off Contract

- 14 -

FINAL  
4/25/96

<TABLE>  
I. PROBLEM/WORKFLOW MANAGEMENT  
<CAPTION>

	Immediate	Immediate	1 Hour	4 Hour	24 Hour	NBD
Negotiated						
Task/Activity	Logging	Response	Response	Response	Response	Response



Scheduling

<S> <C> <C> <C> <C> <C> <C>

A. Trouble Requests

o Desktop hardware						
0800 - 1800 M - F	X			X(2)		
After hours	X					X
o LAN Server						
0800 - 2100 M - F	X	X				
After hours	X			X(2)		
o Communications Hardware						
0800 - 1800 M - F	X	X				
After hours	X	X				
o Communications Circuits						
0800 - 1800 M - F	X	X				
After hours	X	X				
o CBX/PBX system						
0800 - 2100 M - F	X	X				
After hours	X		X			
o Key System						
0800 - 1800 M - F	X	X				
After hours	X		X(2)			
o Phone station equipment						
0800 - 1800 M - F	X		X			
After hours	X					X(2)
o ATMs						
0800 - 1800 M - F	X	X				
After hours	X	X				

<FN>

2 May vary by location

</FN>

</TABLE>

General Communication, Inc. (GCI)  
1996 Call-Off Contract

- 15 -

FINAL  
4/25/96

<TABLE>

<CAPTION>

Negotiated	Immediate	Immediate	1 Hour	4 Hour	24 Hour	NBD
Task/Activity	Logging	Response	Response	Response	Response	Response

<S> <C> <C> <C> <C> <C> <C>

B. Work Requests

o Phone station equip. MAC						
0800 - 1800 M - F	X				X	
After hours	X				X	
Large requests	X					
X						
o Voicemail/features						
0800 - 1800 M - F	X				X	
After hours	X				X	
Large requests	X					
X						
o Desktop computer/printer						
MAC						
0800 - 1800 M - F	X				X	
After hours	X				X	
Large requests	X					
X						
o Business telephone lines						
0800 - 1800 M - F	X					
After hours	X					
X						

X Large requests X

C. Projects

o All projects  
 0800 - 1800 M - F X  
 X After hours X  
 X Large requests X  
 X

</TABLE>

General Communication, Inc. (GCI) - 16 - FINAL  
 1996 Call-Off Contract 4/25/96

II. NETWORK SERVICES

Network Services	Service Level
On-line Uptime (0600 - 2100 AST); seven days per week	greater than 98% availability
ATM availability	98% availability
Backbone Service availability	99.8% availability
POS availability	98.5% availability
Response Time (In-town)	greater than or equal to 2 seconds
Response Time (Out-of-town)	greater than or equal to 4 seconds

III. SERVICE LEVEL PERFORMANCE CALCULATION

A. Problem/Workflow Management

for: Trouble Reports - TR  
 Work Orders - WO  
 Projects - P  
 Monthly Performance - MP  
 Annual Performance - AP  
 Occurrence greater than or  
 equal to Service Level - N1  
 Occurrences less than Service  
 Level - N2

MPTR = (N1 / (N1 + N2)) \* 100%  
 MPWO = (N1 / (N1 + N2)) \* 100%  
 MPP = (N1 / (N1 + N2)) \* 100%  
 MP = (MPTR \* MPWO \* MPP)  
 AP = (MPJan \* MPFeb \* MPMar \* ... \* MPDec)

B. Network Services

for: On-line Uptime - UP  
 ATM Availability - ATM  
 Backbone Service Availability - BS  
 POS Availability - POS  
 Monthly Performance - MP  
 Annual Performance - AP  
 # WAN Circuits - Ckts

APUP = ((525,600 \* Ckts) - Outage minutes) / (525,600 \*  
 Ckts) \* 100%  
 MPATM = ((43,200 - Outage Minutes) / 43,200)\*100%  
 APBS = ((525,600 - Outage minutes) / 525,600) \* 100%  
 MPPOS = ((43,200 - Outage Minutes) / 43,200) \*100%

General Communication, Inc. (GCI) - 17 - FINAL  
 1996 Call-Off Contract 4/25/96

- 1. Expected Cost of Operations (CoOE)
  - a. 1995 Annualized Costs \*\*\*\*\*
  - b. 1996 Expected Cost Increases \*\*\*\*\*
  - c. Total (1a + 1b) \*\*\*\*\*
- 2. \*\*\*\*\* Percent of CoOE or Guarantee \*\*\*\*\*
- 3. Target (1c-2) \*\*\*\*\*

Month of

1.	Invoice Summary	Current	YTD
A.	Direct Costs	-----	-----
B.	Margin (Direct Costs)	-----	-----
C.	Sub-contractor Costs	-----	-----
D.	Margin (Sub-contractor Costs)	-----	-----
E.	Network Services		
	i. Network Management	-----	-----
	ii. Long Distance	-----	-----
	iii. Transport	-----	-----
2.	Current Month Detail		
A.	Direct Costs	-----	-----
B.	Margin (Direct Costs)	-----	-----
C.	Sub-contractor Costs	-----	-----
D.	Margin (Sub-contractor Costs)	-----	-----
E.	Network Services		
	i. Network Management	-----	-----
	ii. Long Distance	-----	-----
	iii. Transport	-----	-----

Dimond  
 745 E. Dimond Boulevard  
 Anchorage, AK 99515  
 Manger: Dan Keys  
 (907) 267-5525  
 (907) 267-5466 FAX

Dimond Mall  
 800 E. Dimond Boulevard  
 Suite 116  
 Anchorage, AK 99515  
 Manager: Pam Sievers  
 (907) 267-5505

(907) 267-5383 FAX

Fifth Avenue  
630 E. Fifth Avenue  
Anchorage, AK 99501  
Manager: Judy Ferguson  
(907) 263-2501  
(907) 263-2514 FAX

510 L Street  
Anchorage, AK 99501  
Supervisor: Frances Pitts  
(907) 263-2565  
(907) 263-2521 FAX

Fourth Avenue  
446 W. Fourth Avenue  
  
Anchorage, AK 99501  
Manager: Karina Simmers  
(907) 265-2734  
(907) 265-2039 FAX

Frontier  
7731 E. Northern Lights  
Boulevard  
Anchorage, AK 99504  
Supervisor: Judy Butchart  
(907) 265-2060  
(907) 265-2067 FAX

Huffman  
1351 E. Huffman Road  
  
Anchorage, AK 99516  
Manager: Amy Penrose  
(907) 267-5301  
(907) 267-5546 FAX

Main Office  
301 W. Northern Lights  
Boulevard  
Anchorage, AK 99503  
Manager: Bob Tannahill  
(907) 265-2809  
(907) 265-2043 FAX

Minnesota-Benson  
1500 West Benson Boulevard  
Anchorage, AK 99515  
Manager: Jenny McClure  
(907) 257-3200  
(907) 257-3218 FAX

Northway Mall  
3101 Penland Parkway  
Anchorage, AK 99508  
Manager: Liza Dzurovcin  
(907) 263-2590  
(907) 265-2996 FAX

General Communication, Inc. (GCI)  
1996 Call-Off Contract  
Russian Jack  
5700 DeBarr Road  
Anchorage, AK 99504  
Manager: Nancy Gillies  
(907) 263-2574  
(907) 263-2531 FAX

- 23 -

FINAL  
4/25/96

Sand Lake  
6961 Jewel Lake Road  
Anchorage, AK 99502  
Manager: Sarah Kipp  
(907) 267-5420  
(907) 267-5426 FAX

Sears Mall  
600 E. Northern Lights Boulevard  
Anchorage, AK 99503  
Manager: Kathy Hagedorn  
(907) 263-2533  
(907) 263-2539 FAX

Spenard  
2709 Spenard Road  
Anchorage, AK 99509  
Manager: Mary Webb  
(907) 263-2541  
(907) 265-2023 FAX

FAIRBANKS

Bentley  
32 College Road  
Fairbanks, AK 99701  
Manager: Jami Spears  
(907) 459-4363  
(907) 459-4366 FAX

College  
794 University Avenue  
Fairbanks, AK 99707  
Manager: Vicki Kennebec  
(907) 474-4101  
(907) 474-4130 FAX

Cushman  
613 Cushman Road  
Fairbanks, AK 99701  
Manager: Debbie Kimmell  
(907) 459-4318  
(907) 459-4346 FAX

Gaffney  
620 Gaffney Road  
Fairbanks, AK 99706  
Manager: Robin Ridington  
(907) 459-4373  
(907) 459-4344 FAX

North Pole  
381 Santa Claus Lane South  
North Pole, AK 99705  
Manager: Oscar Calvillo  
(907) 488-7507  
(907) 488-5678 FAX

General Communication, Inc. (GCI)  
1996 Call-Off Contract  
OTHER BRANCHES

- 24 -

FINAL  
4/25/96

Barrow  
1078 Kiogak Street  
  
Barrow, AK 99723  
Manager: Joe Everhart  
(907) 852-6200  
(907) 852-3426 FAX

Bethel  
Bethel Native Corporation  
Building  
460 Ridgecrest  
Bethel, AK 99559  
Manager: Carolyn Walters  
(907) 543-3875  
(907) 543-2125 FAX

Cordova

Cottonwood Creek Mall

515 Main Street  
Cordova, AK 99574  
Manager: Jon Stavig  
(907) 424-3258  
(907) 424-5758 FAX

1701 Parks Highway  
Wasilla, AK 99654  
Manager: Michelle Rodekohr  
(907) 376-6797  
(907) 373-0252 FAX

Delta  
Mile 166, Richardson Highway  
Delta Junction, AK 99737  
Manager: Dave Durham  
(907) 895-4691  
(907) 895-1927 FAX

Dillingham  
512 Seward Street  
Dillingham, AK 99576  
Manager: Julie Woodworth  
(907) 842-5284  
(907) 842-2450 FAX

Eagle River  
16600 Centerfield Drive  
Eagle River, AK 99577  
Manager: Mark Underwood  
(907) 694-3129  
(907) 694-1435 FAX

Glacier Valley  
9150 Glacier Highway  
Juneau, AK 99801  
Manager: Deborah Zenger  
(907) 789-9550  
(907) 789-4220 FAX

Glennallen  
Mile 187.5 Glenn Highway  
Glennallen, AK 99588  
Manager: Darby Hobson  
(907) 822-3214  
(907) 822-3288 FAX

Homer  
203 W. Pioneer Avenue  
Homer, AK 99603  
Manager: John Hoyt  
(907) 235-8151  
(907) 235-6181 FAX

General Communication, Inc. (GCI)  
1996 Call-Off Contract  
Juneau  
123 Seward Street  
Juneau, AK 99801  
Manager: Roy Kyle  
(907) 586-3324  
(907) 586-3997 FAX

- 25 -

FINAL  
4/25/96

Kenai  
11216 Kenai Spur Highway  
Kenai, AK 99611  
Manager: Ron Linegar  
(907) 283-7581  
(907) 283-4082 FAX

Ketchikan  
306 Main Street  
Ketchikan, AK 99901  
Manager: John Scoblic  
(907) 225-2184  
(907) 225-1022 FAX

King Salmon  
#1 King Salmon Mall  
King Salmon, AK 99613  
Manager: Bernard Brown  
(907) 246-3306  
(907) 246-3027 FAX

Kodiak  
202 Marine Way  
Kodiak, AK 99615  
Manager: Jim Brenner  
(907) 486-3126  
(907) 486-5879 FAX

Kotzebue  
Lagoon Street and Second  
Kotzebue, AK 99752  
Manager: Alex Navarro  
(907) 442-3257  
(907) 442-2157 FAX

Lake Street Branch  
4014 Lake Street  
Homer, AK 99603-7682  
Supervisor: Mary Covey  
(907) 235-2444  
(907) 235-5272 FAX

Metlakatla  
Milton Street  
Metlakatla, AK 99926  
Manager: Charlene Brendible  
(907) 886-6363  
(907) 886-5063 FAX

Mill Bay Branch  
2645 Mill Bay Road  
Kodiak, AK 99615  
Manager: Josie Barber  
(907) 486-6900  
(907) 486-2586 FAX

Nome  
250 E. Front Street  
Nome, AK 99762  
Manager: Mitch Erickson  
(907) 443-2223  
(907) 443-2742 FAX

Palmer  
705 South Bailey  
Palmer, AK 99645  
Manager: Taka Tsukada  
(907) 745-2161  
(907) 745-6059 FAX

Petersburg  
201 N. Nordic Drive  
Petersburg, AK 99833  
Manager: Bond Stewart  
(907) 772-3833  
(907) 772-4881 FAX

General Communication, Inc. (GCI)  
1996 Call-Off Contract  
Prince of Wales  
1330 Craig Klawock Highway  
Craig, AK 99921  
Manager: Kurt Mattle  
(907) 826-3040  
(907) 3044 FAX

- 26 -

FINAL  
4/25/96

Seattle  
One Union Square  
600 University Street, #3420  
Seattle, WA 98101  
Manager: Fred Richard  
(206) 621-9464  
(206) 622-9488 FAX

Seward  
908 Third Avenue  
Seward, AK 99664  
Manager: Lori Draper

Shoreline  
4966 N. Tongass Highway  
Ketchikan, AK 99901  
Manager: Piere Kaptanian

(907) 224-2220  
(907) 224-3711 FAX

Sitka  
300 Lincoln Street  
Sitka, AK 99835  
Manager: Greg West  
(907) 747-3226  
(907) 747-8081 FAX

Soldotna  
44552 Sterling Highway  
Soldotna, AK 99669  
Manager: Kurt Eriksson  
(907) 262-4435  
(907) 262-5114 FAX

Valdez  
337 Egan Drive  
Valdez, AK 99686  
Manager: Jacquelyn Robb  
(907) 835-4745  
(907) 835-5762 FAX

Wrangell  
115 Front Street  
Wrangell, AK 99929  
Manager: Tom Saville  
(907) 874-3341  
(907) 874-3294 FAX

General Communication, Inc. (GCI)  
1996 Call-Off Contract  
OTHER LOCATIONS

Southeast Mortgage  
9211 Lee Smith Drive  
Juneau, AK 99803  
Manager: Karen King  
(907) 789-7071  
(907) 789-7552 FAX

Northland Credit (3174)  
201 Old Steese Highway, Suite 1  
Fairbanks, AK 99701  
Manager: Jim Carter  
(907) 456-5263  
(907) 456-3677 FAX

Northland Credit (Dial-in Email)  
Unknown at this time, open in 1996  
Juneau, AK 99803  
Manager:  
(907) xxx-xxxx  
(907) xxx-xxxx FAX

Northland Mortgage (Dial-in Email)  
16331 Heritage Place, #100  
Eagle River, AK 99577  
Manager: Trish Kastner  
(907) 694-7872  
(907) 694-7292 FAX

Northland Mortgage (Dial-in Email)  
35551 Kenai Spur Highway  
Soldotna, AK 99669  
Manager: Sherri Rose-Jones  
(907) 262-3940  
(907) 262-4087 FAX

Northland Mortgage (Dial-in Email)  
701 S. Bailey, Suite 200  
Palmer, AK 99645  
Manager: Annie Davenport  
(907) 746-7821  
(907) 746-7825 FAX

General Communication, Inc. (GCI)  
1996 Call-Off Contract

(907) 247-7878  
(907) 225-6868 FAX

Skagway  
6th & Broadway  
Skagway, AK 99840  
Manager: Kelly Roper  
(907) 983-2265  
(907) 983-2128 FAX

Tongass  
2415 Tongass Avenue  
Ketchikan, AK 99901  
Manager: Lori Freeman  
(907) 225-4141  
(907) 225-0218 FAX

Wasilla  
581 W. Parks Highway  
Wasilla, AK 99687  
Manager: Jim Reaves  
(907) 376-5355  
(907) 376-0298

- 27 -

FINAL  
4/25/96

Northland Credit (3174)  
3030 Denali Street  
Anchorage, AK 99503  
Manager: John Higgins  
(907) 562-0266  
(907) 562-2150 FAX

Northland Credit  
(Dial-in Email)  
1700 E. Parks Highway,  
Suite 100  
Wasilla, AK 99654  
Manager: Larry Timmons  
(907) 376-7600  
(907) 376-7557 FAX

Northland Mortgage  
(Dial-in Email)  
2605 Denali Street  
Anchorage, AK 99503  
Manager: Don Shepherd  
(907) 274-5150  
(907) 277-4081 FAX

Northland Mortgage  
(Dial-in Email)  
522 Third Street  
Fairbanks, AK 99701  
Manager: Liz Rhow  
(907) 452-5007  
(907) 452-6005 FAX

Northland Mortgage  
(Dial-in Email)  
951 E. Bogard Road, Suite 101  
Wasilla, AK 99701  
Manager: Lynn Berry  
(907) 376-2308  
(907) 376-0206 FAX

- 28 -

FINAL  
4/25/96

General Communication, Inc. (GCI)  
1996 Call-Off Contract  
20 December 1996

- 29 -

FINAL  
4/25/96

Richard A. Whitney  
Director, Business Development  
General Communication, Inc. (GCI)  
2550 Denali St., Suite 1000  
Anchorage, AK. 99503

Subject: Telecommunications Letter of Agency

Dear Richard:

National Bank of Alaska (NBA) hereby appoints GCI as its agent for the limited purpose of ordering, implementing and maintaining telecommunications services provided by any contractor, local exchange carrier, interexchange carrier, or enhanced/alternate service provider as may be necessary for GCI to manage/provide telecommunications services to NBA.

This agency relationship shall remain in effect until modified or revoked by NBA in writing. When GCI acts as agent, GCI is responsible, on behalf of NBA, for all such charges, including without limitation monthly charges, usage charges, installation charges, or applicable termination charges of the providers of telecommunications facilities, whether these charges are arranged to be billed directly to NBA or to GCI.

Neither NBA nor GCI shall be precluded by this appointment from dealing with carriers or providers in arranging for telecommunications services or connections to other equipment separate from those associated with this agreement.

Sincerely,

B. John Shipe  
Executive Vice President  
National Bank of Alaska  
P.O. Box 100600  
Anchorage, Alaska 99510-0600

BJS:

General Communication, Inc. (GCI)  
1996 Call-Off Contract

- 30 -

FINAL  
4/25/96

SCHEDULE 7: CONFIDENTIALITY LETTER

General Communication, Inc. (GCI)  
1996 Call-Off Contract  
15 December 1995

- 31 -

FINAL  
4/25/96

B. John Shipe  
Executive Vice President  
National Bank of Alaska  
P.O. Box 100600  
Anchorage, Alaska 99510-0600

Subject: Confidentiality of Information

Dear John:

During our recent business development and contract negotiations, we discussed many aspects of the business and operations of our companies. Certain

information disclosed is confidential and has consistently been considered and treated by each of us as trade secrets. I refer particularly to information regarding customers, pricing policies, certain telecommunications service equipment, product/service/network development and general business practices associated with our outsourcing business. This information was disclosed for use solely in connection with developing and operating a strategic business relationship between our companies consistent with our Framework Agreement.

I am writing to confirm the understanding which we reached and documented in our Framework Agreement that all involved employees and agents of both companies will not disclose, use for their own benefit, or otherwise appropriate such trade secrets or confidential information, except internally to the extent necessary to conduct our joint business.

If I have correctly expressed our understandings, please sign and date this letter.

General Communication, Inc.

National Bank of Alaska

Richard A. Whitney, Director  
Business Development  
Dated:

B. John Shipe  
Executive Vice President  
Dated:

General Communication, Inc. (GCI) - 32 - FINAL  
1996 Call-Off Contract 4/25/96  
SCHEDULE 8: ADDITIONAL TERMS AND CONDITIONS

General Communication, Inc. (GCI) - 33 - FINAL  
1996 Call-Off Contract 4/25/96  
Per discussion with G. Dalton (12/13/95) the following Framework Agreement Sub-Section 15.2 is amended as follows:

15.2 In 1996, NBA and the Contractor shall in respect of the Services to be provided agree to an overall Target. The Contractor shall provide the Services at a total charge to NBA which shall enable NBA to achieve its expectation of savings. The total charge to NBA, or Target, includes the Contractor's Expected Cost of Operations (CoOE) as defined in Annex A less \*\*\*\*\*.

General Communication, Inc. (GCI) - 34 - FINAL  
1996 Call-Off Contract 4/25/96  
SCHEDULE 9: WAN DEPLOYMENT PROJECT

General Communication, Inc. (GCI) - 35 - FINAL  
1996 Call-Off Contract 4/25/96  
OUT OF SCOPE PROJECT

NAME: WAN Deployment Project  
LENGTH: January 1, 1996 through March 1, 1996  
VALUE: \*\*\*\*\*

#### Overview

Engineer, furnish and install a statewide Branch Wide Area Network (WAN). This network is defined between intelligent wiring hubs located in each Branch or other defined location and the Anchorage Operations Center. The scope of work includes detail design, equipment selection, equipment/materials procurement, project planning, project management, testing, shipping, installation, integration and acceptance.

#### Pricing

Detailed pricing is included on the following pages. Project costs are summarized as follows:

Deliverables (Equipment/materials)	*****
Labor:	*****
Expenses (Travel/Lodging):	*****
TOTAL	*****

#### Terms

Equipment pricing will meet \*\*\*\*\*. All materials and labor will be invoiced at \*\*\*\*\*. Expenses will be invoiced directly. Cable plant installation pricing in Branches is currently being solicited via RFP. It will be billed on



this contract on a \*\*\*\*\* basis once firm pricing has been established.

Contractor will receive a bonus should the total invoiced amount for this project underrun the project budget shown in Pricing. This bonus shall be \*\*\*\*\* of the variance between the total invoiced amount and the project budget.

All invoices will be due and payable on a Net 30 day basis.

General Communication, Inc. (GCI) - 36 - FINAL  
 1996 Call-Off Contract 4/25/96

<TABLE>  
 <CAPTION>

Description	Qty	Unit Price	Total
-----			
--			
<S>	<C>	<C>	<C>
DELIVERABLES:			
NBA Branch Site (41 Category 1 site)			
56/64 DSU/CSU	****	****	****
Cisco 2509 router	****	****	****
Miscellaneous cables, connectors	****	****	****
Code operated matrix switch	****	****	****
Dialup maintenance modem	****	****	****
Dial restoral modem	****	****	****
Equipment rack	****	****	****
Miscellaneous install materials/costs (tywraps, power etc.)	****	****	****
NBA Branch Site (7 category 2 sites)			
56/64 DSU/CSU	****	****	****
Cisco 4000 router	****	****	****
Miscellaneous cables, connectors	****	****	****
Code operated matrix switch	****	****	****
Dialup maintenance modem	****	****	****
Dial restoral modem	****	****	****
Equipment rack	****	****	****
Miscellaneous install materials/costs (tywraps, power etc.)	****	****	****

</TABLE>  
 General Communication, Inc. (GCI) - 37 - FINAL  
 1996 Call-Off Contract 4/25/96

<TABLE>  
 <CAPTION>

Description	Qty	Unit Price	Total
-----			
--			
<S>	<C>	<C>	<C>
NBA Branch Site (2 category 3 sites)			
Cisco 2501 router	****	****	****
Miscellaneous cables, connectors	****	****	****
Code operated matrix switch	****	****	****
Dialup maintenance modem	****	****	****
Dial restoral modem	****	****	****
Equipment rack	****	****	****
Miscellaneous install materials/costs (tywraps, power etc.)	****	****	****
NBA Branch Site (3 category 4 sites)			
Cisco 2509 router	****	****	****
Miscellaneous cables, connectors	****	****	****

Code operated matrix switch	****	****	****
Dialup maintenance modem	****	****	****
Dial restoral modem	****	****	****
Equipment rack	****	****	****
Miscellaneous install materials/costs (tywraps, power etc.)	****	****	****

</TABLE>

General Communication, Inc. (GCI) - 38 - FINAL  
1996 Call-Off Contract 4/25/96

Description	Qty	Unit Price	Total
-----			
--			
<S>	<C>	<C>	<C>
NBA Branch Site (3 category 5 sites)			
Cisco 2501 router	****	****	****
Miscellaneous cables, connectors	****	****	****
Code operated matrix switch	****	****	****
Dialup maintenance modem	****	****	****
Dial restoral modem	****	****	****
Equipment rack	****	****	****
Miscellaneous install materials/costs (tywraps, power etc.)	****	****	****
Anchorage Operation Center			
Cisco 4700 router	****	****	****
Cisco 2512 router (16 async/2TR for dial restoral)	****	****	****
Miscellaneous cables, connectors	****	****	****
Code operated matrix switch	****	****	****
Dialup maintenance modem	****	****	****
Dial restoral modem	****	****	****
Equipment rack	****	****	****
Miscellaneous install materials/costs (tywraps, power etc.)	****	****	****
POS Dial Restoral			
Dial restoral modem	****	****	****
X.25 pad upgrade	****	****	****
X.25 switch upgrade	****	****	****

</TABLE>

General Communication, Inc. (GCI) - 39 - FINAL  
1996 Call-Off Contract 4/25/96

Description	Qty	Unit Price	Total
-----			
--			
<S>	<C>	<C>	<C>
M&I Data Processing Center			
Cisco 4500-M router	****	****	****
Miscellaneous cables, connectors	****	****	****
Code operated matrix switch	****	****	****
Dialup maintenance modem	****	****	****
Equipment rack	****	****	****
Miscellaneous install materials/costs (tywraps, power etc.)	****	****	****

GCI Anchorage (CNCC)

Miscellaneous install materials/costs (tywraps, power etc.)

\*\*\*\*

\*\*\*\*

\*\*\*\*

Spares

Spares @ \*\*\*\*\* of deliverables \*\*\*\*\*

\*\*\*\*

\*\*\*\*

Shipping @ \*\*\*\*\*

\*\*\*\*

\*\*\*\*

</TABLE>

<TABLE>

<CAPTION>

Description

Qty

MH

Rate

Total

--

<S>

<C>

<C>

<C>

<C>

LABOR:

Configure and test

\*\*\*\*

\*\*\*\*

Installation

\*\*\*\*

\*\*\*\*

\*\*\*\*

\*\*\*\*

Installation travel to remote branch

\*\*\*\*

\*\*\*\*

\*\*\*\*

\*\*\*\*

Engineering

\*\*\*\*

\*\*\*\*

\*\*\*\*

\*\*\*\*

Project Management

\*\*\*\*

\*\*\*\*

\*\*\*\*

\*\*\*\*

Clerical

\*\*\*\*

\*\*\*\*

\*\*\*\*

\*\*\*\*

Documentation/CADD

\*\*\*\*

\*\*\*\*

\*\*\*\*

\*\*\*\*

</TABLE>

General Communication, Inc. (GCI)

- 40 -

FINAL

1996 Call-Off Contract

4/25/96

<TABLE>

<CAPTION>

Description

Qty

Unit Price

Total

--

<S>

<C>

<C>

<C>

EXPENSES:

GCI Travel Expenses

Airfare

\*\*\*\*

\*\*\*\*

\*\*\*\*

Mileage

\*\*\*\*

\*\*\*\*

\*\*\*\*

Lodging

\*\*\*\*

\*\*\*\*

\*\*\*\*

Rental Vehicle

\*\*\*\*

\*\*\*\*

\*\*\*\*

Per Diem

\*\*\*\*

\*\*\*\*

\*\*\*\*

Protocol Analyzer (rental for installation) 1 unit for 3 mos.

\*\*\*\*

\*\*\*\*

\*\*\*\*

BER test set (rental for installation) 4 units for 2 mos.

\*\*\*\*

\*\*\*\*

\*\*\*\*

</TABLE>

General Communication, Inc. (GCI)

- 41 -

FINAL

1996 Call-Off Contract

4/25/96

SCHEDULE 10: LONG TERM CONTRACTS

General Communication, Inc. (GCI)

- 42 -

FINAL

1996 Call-Off Contract

4/25/96

<TABLE>

<CAPTION>

Contract Owner

Contract Start Date

Contract Term or Depreciation

Description

Amount

<S>

<C>

<C>

<C>

<C>

\*\*\*\*\*

GCI

1/1/96

Capital

Newbridge Multiplexer Equipment

GCI

1/1/96

5 years

MCI-Hyperstream Frame Relay

TBD

</TABLE>

General Communication, Inc. (GCI)

- 43 -

FINAL

1996 Call-Off Contract

4/25/96

1996 CALL-OFF CONTRACT  
 between  
 National Bank of Alaska (NBA)  
 and  
 General Communication, Inc. (GCI) (1)

(1) In this document "\*\*\*\*\*" are used in place of redacted information.

General Communication, Inc. (GCI)  
 1996 Call-Off Contract  
 <TABLE>

- 1 -

FINAL  
 4/25/96

TABLE OF CONTENTS

<CAPTION>

SECTION	PAGE
<S>	
<C>	
1. DEFINITIONS.....	3
2. STATUS.....	3
3. PROVISION OF SERVICES.....	4
4. DURATION.....	4
5. INVOICES AND PAYMENT.....	4
6. MANAGEMENT ORGANIZATION.....	5
7. NO WAIVER.....	5
8. SERVICE OF NOTICE.....	5
9. FURTHER ASSURANCES.....	6
10. GOVERNING LAW.....	6
11. INVALIDITY.....	6
12. ADDITIONAL TERMS AND CONDITIONS.....	7
SCHEDULE 1: 1996 SCOPE OF WORK.....	8
SCHEDULE 2: SERVICE LEVELS.....	14
SCHEDULE 3: 1996 EXPECTED COST OF OPERATIONS (COOE) AND TARGET.....	18
SCHEDULE 4: CHARGES AND BILLING INFORMATION.....	20
SCHEDULE 5: NBA AND CONTRACTOR PREMISES.....	22
SCHEDULE 6: AGENCY LETTER.....	29
SCHEDULE 7: CONFIDENTIALITY LETTER.....	31
SCHEDULE 8: ADDITIONAL TERMS AND CONDITIONS.....	33
SCHEDULE 9: WAN DEPLOYMENT PROJECT.....	35

</TABLE>

General Communication, Inc. (GCI) - 2 - FINAL  
1996 Call-Off Contract 4/25/96  
THIS CONTRACT is made the 20th day of December 1995.

BETWEEN

National Bank of Alaska whose registered offices are located at 301 West Northern Lights Blvd., Anchorage, Alaska 99503 (hereafter, "NBA") and General Communication, Inc. (GCI) whose registered offices are located at 2550 Denali St., Suite 1000, Anchorage, Alaska 99503 (hereafter, "The Contractor")

WHEREAS

By a Framework Agreement dated 9 November 1995 entered into between NBA and the Contractor, terms were agreed to whereby the Contractor or an Associated Company of the Contractor would provide or ensure the provision of telecommunication services to be available to NBA and other NBA Associated Companies in substitution for the telecommunication services which were immediately prior to the execution of this Contract either provided from within NBA or acquired from Third Party contractors; NBA now wishes the Contractor to provide the Services and the Contractor is able to provide the Services on the terms set out below in this Contract.

IT IS THEREFORE AGREED as follows:

1. DEFINITIONS

- 1.1. A glossary of Definitions which shall apply to the terms used in this Contract appears as Annex A to the Framework Agreement and shall be deemed to be incorporated in this Contract.
- 1.2. In the event of conflict between this Contract and the Framework Agreement, the order of precedence shall be this Contract and the Framework Agreement.
- 1.3. For the avoidance of any doubt, Services will include all telecommunications and related services described in Schedule 1.

2. STATUS

- 2.1. This Contract may only be modified if such modification is in writing and signed by a duly authorized representative of each Party.
- 2.2. The following documents shall together form part of and shall be read with this Contract and shall represent the entire understanding between the Parties in relation to the subject matter hereof and supersede
  - 2.2.1. The Framework Agreement
  - 2.2.2. The Schedules:
 

Schedule 1	Scope of Work
Schedule 2	Service Levels
Schedule 3	1996 Expected Cost of Operation (CoOE) and Target
Schedule 4	Charges and Billing Information
Schedule 5	NBA and Contractor Premises
Schedule 6	Agency Letter
Schedule 7	Confidentiality Letter
Schedule 8	Additional Terms and Conditions
Schedule 9	WAN Deployment Project
Schedule 10	Long Term Contracts

General Communication, Inc. (GCI) - 3 - FINAL  
1996 Call-Off Contract 4/25/96  
all previous agreements and representations made by either Party, whether oral or written.

3. PROVISION OF SERVICES

The Contractor shall perform the Services in accordance with this Contract.

4. DURATION

The Services shall commence at 0001 hours on 1 January 1996 (Commencement Date) and shall continue until 2400 on 31 December 1996, unless extended by mutual agreement or subject to earlier termination.

5. INVOICES AND PAYMENT

5.1. In consideration of the provision of the Services NBA shall pay to the Contractor the Charges as provided for in Schedule 4.

General Communication, Inc. (GCI)  
Accounts Payable Department  
2550 Denali St.  
Suite 900  
Anchorage, Alaska 99503

Tel: 907-265-5600  
Fax: 907-265-5574  
Contact: Richard A. Whitney  
Director, Business  
Development

General Communication, Inc. (GCI) - 4 - FINAL  
1996 Call-Off Contract 4/25/96

5.2. The Contractor shall render invoices to NBA at the intervals and in the manner specified in Section 21 of the Framework Agreement.

6. MANAGEMENT ORGANIZATION

6.1. The NBA Partner Relations Manager shall be B. John Shipe, Executive Vice President, (907) 265-2860.

6.2. The Contractor Representative shall be Richard A. Whitney, Director, Business Development, (907) 265-5301.

7. NO WAIVER

7.1. Failure by either Party to exercise or enforce any right conferred by the Contract shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any other occasion.

General Communication, Inc. (GCI) - 5 - FINAL  
1996 Call-Off Contract 4/25/96

8. SERVICE OF NOTICE

8.1. Any notice or other document which may be given by either Party under the Contract shall be deemed to have been duly given if left at or sent by pre-paid recorded delivery post or facsimile transmission (confirmed by letter sent by pre-paid recorded delivery post) to each Party's principal or registered office as set out below as an address to which notices, invoices and other documents may be sent:

NBA: National Bank of Alaska (NBA)  
P.O. Box 100600  
Anchorage, Alaska 99510-0600

Tel: 907-265-2860  
Fax: 907-265-2887  
Contact: B. John Shipe  
Executive Vice President

Contractor: General Communication, Inc. (GCI)  
2550 Denali St.  
Suite 1000  
Anchorage, Alaska 99503

Tel: 907-265-5600  
Fax: 907-265-5574  
Contact: Richard A. Whitney,  
Director Business  
Development

8.2. Any such communication shall be deemed to have been made to the other Party four days (4) from the date of posting (if by letter) and if by facsimile transmission on the day of such transmission provided the original of the communication is received by the other Party within 4 days of the date of transmission.

9. FURTHER ASSURANCES

The Contractor and NBA shall use all reasonable endeavors respectively to ensure that any Third Party necessary for the performance of the Services shall do, execute and perform all such further deeds, documents, assurances, acts and things as either of the Parties hereto may reasonably require by notice in writing to any other party to carry the provision of the Contract into full force and effect.

General Communication, Inc. (GCI) - 6 - FINAL  
1996 Call-Off Contract 4/25/96  
10. GOVERNING LAW

This Contract shall, to the extent that any aspect or matter fails to be interpreted, conformed or adjudicated upon by the parties themselves, be dealt with in accordance with the laws of the United States and the State of Alaska. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, such arbitration to take place in Anchorage, Alaska and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof.

11. INVALIDITY

If any term or provision in the Contract shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law, that term or provision or part shall to that extent be deemed not to form part of the Contract and the enforceability of the remainder of the Contract shall not be affected.

12. ADDITIONAL TERMS AND CONDITIONS

Additional terms and conditions to the Framework Agreement terms and to this Contract are set out in Schedule 8.

IN WITNESS WHEREOF the Parties hereto have by duly authorized representatives set their hands the day and year first above written.

for and on behalf of }  
National Bank of Alaska (NBA) }

for and on behalf of }  
General Communication, Inc. (GCI) }

General Communication, Inc. (GCI) - 7 - FINAL  
1996 Call-Off Contract 4/25/96  
SCHEDULE 1: 1996 SCOPE OF WORK

General Communication, Inc. (GCI) - 8 - FINAL  
1996 Call-Off Contract 4/25/96  
1. INTRODUCTION

1.1. General

GCI will provide the services described in this Scope of Work document at all NBA premises shown in Schedule 5. Services will include those associated with NBA's Branch Deployment, LAN upgrades and WAN Deployment as well as operational and management (O&M) services considered routine.

1.2. Assumptions

All on-site work performed will be handled as trouble requests, work requests or projects; centralized network

management and other network services will be delivered pro-actively and will not be documented as one of the above;

Work requests or projects that are required which are extraordinary in terms of their work volume and/or time for completion will be treated as out-of-scope;

2. SCOPE

2.1 Service Transition

2.1.1. Branch Deployment

Provide local coordination for overall Branch LAN/desktop equipment and service installation;

Conduct site-surveys documenting all network and equipment;

Configure and install file server monitoring software, LAN hubs, and Help Desk monitoring platform;

Install Branch LAN infrastructure (UPS, cable plant, hubs);

Coordinate and load configuration of NMS;

Establish installation and configuration standards;

Coordinate asset management;

General Communication, Inc. (GCI)  
1996 Call-Off Contract

- 9 -

FINAL  
4/25/96

Test hubs, routers and servers prior to shipment to Branches;

Install file servers, client desktops and printers in coordination with M&I;

Install necessary Branch dial-up connections;

Integrate equipment and services into CNCC management platform;

Conduct acceptance testing of Branch LAN and desktop infrastructure;

Remove, surplus terminals, printers, controllers and other legacy equipment per NBA instructions;

Coordinate configuration, testing and redeployment of retained client desktops and printers into new e-mail infrastructure;

2.1.2. Upgrade Existing LAN Environments

Conduct site-surveys documenting all network and equipment;

Coordinate purchase, configuration and installation of all upgrade equipment, software and services;

Coordinate asset management;

Integrate equipment/services into CNCC management platform;

Conduct acceptance testing of Branch LAN and desktop infrastructure;

Remove surplus terminals, printers, controllers and other legacy equipment per NBA instructions;

2.1.3. WAN Deployment

Purchase, configure and install router, multiplexer and other WAN equipment which the contractor will provide for the in-state wide area network and the backbone network

General Communication, Inc. (GCI)  
1996 Call-Off Contract

- 10 -

FINAL  
4/25/96

between NBA's facilities in Anchorage, Alaska



and M&I's facilities in Brown Deer, Wisconsin;

Provide, install and test public and private inter-branch data, voice and video services;

Integrate equipment and services into CNCC management platform;

#### 2.1.4. Voice Service Deployment

Analyze existing voice service environment and develop comprehensive implementation plan;

Transition all carrier services;

Modify, as appropriate, all PBX and key system leases;

Consolidate, as appropriate, all LEC and IXC local loop and DAL circuits;

### 2.2 Operation and Management (O&M)

#### 2.2.1. Procurement, Set-up & Installation

Coordinate establishment of desktop computer configuration standards with the NBA Help Desk;

Provide centralized Setup facility for all desktop and server hardware; logistics support for shipment of computer hardware to sites;

Perform or coordinate physical installation of computer hardware on LANs;

Maintain relationships with key vendors and service providers to assure product and service support and continued knowledge of installed equipment, systems and services.

#### 2.2.2. Network Management

Monitor network devices and associated cable plant and circuits; provide status and performance reports as required;

Provide proactive management of network devices to maintain established service levels;

General Communication, Inc. (GCI)  
1996 Call-Off Contract

- 11 -

FINAL  
4/25/96

Provide configuration management of desktop and service hardware; manage and maintain operating system integrity;

Initiate and coordinate change management for the following: (1) desktop, server hardware and operating systems; (2) hubs and other LAN equipment and circuits; (3) routers, multiplexers, modems and other WAN equipment; (4) WAN private line circuits; (5) PBX and Key systems as applicable; (6) long distance services; (7) video conferencing systems and services.

#### 2.2.3. Trouble Requests

Provide necessary resolution and support for desktop hardware, operating system and network connectivity problems;

Provide necessary resolution and support for server hardware, operating system and network connectivity problems;

Respond to and resolve user telephone station equipment and voicemail and feature service problems;

Provide resolution of long distance calling or other service problems;

Provide necessary resolution and support for PBX hardware and service problems.

Provide necessary resolution and support for ATM hardware and service problems.

2.2.4. Work Requests

Move, add, change of all telephone station equipment;

Move, add, change voicemail and features;

Move, add, change of all desktop computer and terminal equipment;

Move, add, change business telephone lines;

Desktop computer hardware installations that exceed user capability;

General Communication, Inc. (GCI)  
1996 Call-Off Contract

- 12 -

FINAL  
4/25/96

2.2.5. Projects

Coordinate and perform telephone systems, LAN/WAN systems projects involving moving facilities and workgroups or service upgrades of an operational basis not categorized as Major Changes;

2.3. Change Management

2.3.1. Tactical Management

Implement outage notification procedures in order to insure coordination between NBA, M&I and all other service providers involving all planned maintenance activity;

Coordinate asset management systems, processes and procedures with NBA to provide complete inventory control of all telecommunications, server and desktop equipment, systems, circuits and software assets;

Develop and maintain documentation for all equipment, system, circuit, network or software configuration, maintenance history, layout, revision level and status;

2.3.2. Strategic Planning

Maintain technical expertise on all currently installed and in-use equipments, systems, circuits, services and advances in technology;

Present telecommunications and desktop support plans, designs, options and technical summaries to NBA for review;

Provide technical consultancy in order to strategically meet all future telecommunications and desktop computing business requirements;

Continuously monitor and evaluate telecommunications technologies relevant to NBA's business requirements; advise NBA on adoption of new technologies;

General Communication, Inc. (GCI)  
1996 Call-Off Contract

- 13 -

FINAL  
4/25/96

SCHEDULE 2: SERVICE LEVELS

General Communication, Inc. (GCI)  
1996 Call-Off Contract

- 14 -

FINAL  
4/25/96

<TABLE>  
I. PROBLEM/WORKFLOW MANAGEMENT  
<CAPTION>

	Immediate	Immediate	1 Hour	4 Hour	24 Hour	NBD
Negotiated						
Task/Activity	Logging	Response	Response	Response	Response	Response

Scheduling

<S> <C> <C> <C> <C> <C> <C>

A. Trouble Requests

o Desktop hardware						
0800 - 1800 M - F	X			X(2)		
After hours	X					X
o LAN Server						
0800 - 2100 M - F	X	X				
After hours	X			X(2)		
o Communications Hardware						
0800 - 1800 M - F	X	X				
After hours	X	X				
o Communications Circuits						
0800 - 1800 M - F	X	X				
After hours	X	X				
o CBX/PBX system						
0800 - 2100 M - F	X	X				
After hours	X		X			
o Key System						
0800 - 1800 M - F	X	X				
After hours	X		X(2)			
o Phone station equipment						
0800 - 1800 M - F	X		X			
After hours	X					X(2)
o ATMs						
0800 - 1800 M - F	X	X				
After hours	X	X				

<FN>

2 May vary by location

</FN>

</TABLE>

General Communication, Inc. (GCI)  
1996 Call-Off Contract

- 15 -

FINAL  
4/25/96

<TABLE>

<CAPTION>

Negotiated	Immediate	Immediate	1 Hour	4 Hour	24 Hour	NBD
Task/Activity	Logging	Response	Response	Response	Response	Response

<S> <C> <C> <C> <C> <C> <C>

B. Work Requests

o Phone station equip. MAC						
0800 - 1800 M - F	X				X	
After hours	X				X	
Large requests	X					
X						
o Voicemail/features						
0800 - 1800 M - F	X				X	
After hours	X				X	
Large requests	X					
X						
o Desktop computer/printer						
MAC						
0800 - 1800 M - F	X				X	
After hours	X				X	
Large requests	X					
X						
o Business telephone lines						
0800 - 1800 M - F	X					
After hours	X					
X						

X Large requests X

C. Projects

o All projects  
 0800 - 1800 M - F X  
 X After hours X  
 X Large requests X  
 X

</TABLE>

General Communication, Inc. (GCI) - 16 - FINAL  
 1996 Call-Off Contract 4/25/96

II. NETWORK SERVICES

Network Services	Service Level
On-line Uptime (0600 - 2100 AST); seven days per week	greater than 98% availability
ATM availability	98% availability
Backbone Service availability	99.8% availability
POS availability	98.5% availability
Response Time (In-town)	greater than or equal to 2 seconds
Response Time (Out-of-town)	greater than or equal to 4 seconds

III. SERVICE LEVEL PERFORMANCE CALCULATION

A. Problem/Workflow Management

for: Trouble Reports - TR  
 Work Orders - WO  
 Projects - P  
 Monthly Performance - MP  
 Annual Performance - AP  
 Occurrence greater than or  
 equal to Service Level - N1  
 Occurrences less than Service  
 Level - N2

MPTR = (N1 / (N1 + N2)) \* 100%  
 MPWO = (N1 / (N1 + N2)) \* 100%  
 MPP = (N1 / (N1 + N2)) \* 100%  
 MP = (MPTR \* MPWO \* MPP)  
 AP = (MPJan \* MPFeb \* MPMar \* ... \* MPDec)

B. Network Services

for: On-line Uptime - UP  
 ATM Availability - ATM  
 Backbone Service Availability - BS  
 POS Availability - POS  
 Monthly Performance - MP  
 Annual Performance - AP  
 # WAN Circuits - Ckts

APUP = (((525,600 \* Ckts) - Outage minutes) / (525,600 \*  
 Ckts)) \* 100%  
 MPATM = ((43,200 - Outage Minutes) / 43,200)\*100%  
 APBS = ((525,600 - Outage minutes) / 525,600) \* 100%  
 MPPOS = ((43,200 - Outage Minutes) / 43,200) \*100%

General Communication, Inc. (GCI) - 17 - FINAL  
 1996 Call-Off Contract 4/25/96

- 1. Expected Cost of Operations (CoOE)
  - a. 1995 Annualized Costs \*\*\*\*\*
  - b. 1996 Expected Cost Increases \*\*\*\*\*
  - c. Total (1a + 1b) \*\*\*\*\*
- 2. \*\*\*\*\* Percent of CoOE or Guarantee \*\*\*\*\*
- 3. Target (1c-2) \*\*\*\*\*

Month of

1.	Invoice Summary	Current	YTD
A.	Direct Costs	-----	-----
B.	Margin (Direct Costs)	-----	-----
C.	Sub-contractor Costs	-----	-----
D.	Margin (Sub-contractor Costs)	-----	-----
E.	Network Services		
	i. Network Management	-----	-----
	ii. Long Distance	-----	-----
	iii. Transport	-----	-----
2.	Current Month Detail		
A.	Direct Costs	-----	-----
B.	Margin (Direct Costs)	-----	-----
C.	Sub-contractor Costs	-----	-----
D.	Margin (Sub-contractor Costs)	-----	-----
E.	Network Services		
	i. Network Management	-----	-----
	ii. Long Distance	-----	-----
	iii. Transport	-----	-----

Dimond  
 745 E. Dimond Boulevard  
 Anchorage, AK 99515  
 Manger: Dan Keys  
 (907) 267-5525  
 (907) 267-5466 FAX

Dimond Mall  
 800 E. Dimond Boulevard  
 Suite 116  
 Anchorage, AK 99515  
 Manager: Pam Sievers  
 (907) 267-5505

(907) 267-5383 FAX

Fifth Avenue  
630 E. Fifth Avenue  
Anchorage, AK 99501  
Manager: Judy Ferguson  
(907) 263-2501  
(907) 263-2514 FAX

510 L Street  
Anchorage, AK 99501  
Supervisor: Frances Pitts  
(907) 263-2565  
(907) 263-2521 FAX

Fourth Avenue  
446 W. Fourth Avenue  
  
Anchorage, AK 99501  
Manager: Karina Simmers  
(907) 265-2734  
(907) 265-2039 FAX

Frontier  
7731 E. Northern Lights  
Boulevard  
Anchorage, AK 99504  
Supervisor: Judy Butchart  
(907) 265-2060  
(907) 265-2067 FAX

Huffman  
1351 E. Huffman Road  
  
Anchorage, AK 99516  
Manager: Amy Penrose  
(907) 267-5301  
(907) 267-5546 FAX

Main Office  
301 W. Northern Lights  
Boulevard  
Anchorage, AK 99503  
Manager: Bob Tannahill  
(907) 265-2809  
(907) 265-2043 FAX

Minnesota-Benson  
1500 West Benson Boulevard  
Anchorage, AK 99515  
Manager: Jenny McClure  
(907) 257-3200  
(907) 257-3218 FAX

Northway Mall  
3101 Penland Parkway  
Anchorage, AK 99508  
Manager: Liza Dzurovcin  
(907) 263-2590  
(907) 265-2996 FAX

General Communication, Inc. (GCI)  
1996 Call-Off Contract  
Russian Jack  
5700 DeBarr Road  
Anchorage, AK 99504  
Manager: Nancy Gillies  
(907) 263-2574  
(907) 263-2531 FAX

- 23 -

FINAL  
4/25/96

Sand Lake  
6961 Jewel Lake Road  
Anchorage, AK 99502  
Manager: Sarah Kipp  
(907) 267-5420  
(907) 267-5426 FAX

Sears Mall  
600 E. Northern Lights Boulevard  
Anchorage, AK 99503  
Manager: Kathy Hagedorn  
(907) 263-2533  
(907) 263-2539 FAX

Spenard  
2709 Spenard Road  
Anchorage, AK 99509  
Manager: Mary Webb  
(907) 263-2541  
(907) 265-2023 FAX

FAIRBANKS

Bentley  
32 College Road  
Fairbanks, AK 99701  
Manager: Jami Spears  
(907) 459-4363  
(907) 459-4366 FAX

College  
794 University Avenue  
Fairbanks, AK 99707  
Manager: Vicki Kennebec  
(907) 474-4101  
(907) 474-4130 FAX

Cushman  
613 Cushman Road  
Fairbanks, AK 99701  
Manager: Debbie Kimmell  
(907) 459-4318  
(907) 459-4346 FAX

Gaffney  
620 Gaffney Road  
Fairbanks, AK 99706  
Manager: Robin Ridington  
(907) 459-4373  
(907) 459-4344 FAX

North Pole  
381 Santa Claus Lane South  
North Pole, AK 99705  
Manager: Oscar Calvillo  
(907) 488-7507  
(907) 488-5678 FAX

General Communication, Inc. (GCI)  
1996 Call-Off Contract  
OTHER BRANCHES

- 24 -

FINAL  
4/25/96

Barrow  
1078 Kiogak Street  
  
Barrow, AK 99723  
Manager: Joe Everhart  
(907) 852-6200  
(907) 852-3426 FAX

Bethel  
Bethel Native Corporation  
Building  
460 Ridgecrest  
Bethel, AK 99559  
Manager: Carolyn Walters  
(907) 543-3875  
(907) 543-2125 FAX

Cordova

Cottonwood Creek Mall

515 Main Street  
Cordova, AK 99574  
Manager: Jon Stavig  
(907) 424-3258  
(907) 424-5758 FAX

1701 Parks Highway  
Wasilla, AK 99654  
Manager: Michelle Rodekohr  
(907) 376-6797  
(907) 373-0252 FAX

Delta  
Mile 166, Richardson Highway  
Delta Junction, AK 99737  
Manager: Dave Durham  
(907) 895-4691  
(907) 895-1927 FAX

Dillingham  
512 Seward Street  
Dillingham, AK 99576  
Manager: Julie Woodworth  
(907) 842-5284  
(907) 842-2450 FAX

Eagle River  
16600 Centerfield Drive  
Eagle River, AK 99577  
Manager: Mark Underwood  
(907) 694-3129  
(907) 694-1435 FAX

Glacier Valley  
9150 Glacier Highway  
Juneau, AK 99801  
Manager: Deborah Zenger  
(907) 789-9550  
(907) 789-4220 FAX

Glennallen  
Mile 187.5 Glenn Highway  
Glennallen, AK 99588  
Manager: Darby Hobson  
(907) 822-3214  
(907) 822-3288 FAX

Homer  
203 W. Pioneer Avenue  
Homer, AK 99603  
Manager: John Hoyt  
(907) 235-8151  
(907) 235-6181 FAX

General Communication, Inc. (GCI)  
1996 Call-Off Contract  
Juneau  
123 Seward Street  
Juneau, AK 99801  
Manager: Roy Kyle  
(907) 586-3324  
(907) 586-3997 FAX

- 25 -

FINAL  
4/25/96

Kenai  
11216 Kenai Spur Highway  
Kenai, AK 99611  
Manager: Ron Linegar  
(907) 283-7581  
(907) 283-4082 FAX

Ketchikan  
306 Main Street  
Ketchikan, AK 99901  
Manager: John Scoblic  
(907) 225-2184  
(907) 225-1022 FAX

King Salmon  
#1 King Salmon Mall  
King Salmon, AK 99613  
Manager: Bernard Brown  
(907) 246-3306  
(907) 246-3027 FAX

Kodiak  
202 Marine Way  
Kodiak, AK 99615  
Manager: Jim Brenner  
(907) 486-3126  
(907) 486-5879 FAX

Kotzebue  
Lagoon Street and Second  
Kotzebue, AK 99752  
Manager: Alex Navarro  
(907) 442-3257  
(907) 442-2157 FAX

Lake Street Branch  
4014 Lake Street  
Homer, AK 99603-7682  
Supervisor: Mary Covey  
(907) 235-2444  
(907) 235-5272 FAX

Metlakatla  
Milton Street  
Metlakatla, AK 99926  
Manager: Charlene Brendible  
(907) 886-6363  
(907) 886-5063 FAX

Mill Bay Branch  
2645 Mill Bay Road  
Kodiak, AK 99615  
Manager: Josie Barber  
(907) 486-6900  
(907) 486-2586 FAX

Nome  
250 E. Front Street  
Nome, AK 99762  
Manager: Mitch Erickson  
(907) 443-2223  
(907) 443-2742 FAX

Palmer  
705 South Bailey  
Palmer, AK 99645  
Manager: Taka Tsukada  
(907) 745-2161  
(907) 745-6059 FAX

Petersburg  
201 N. Nordic Drive  
Petersburg, AK 99833  
Manager: Bond Stewart  
(907) 772-3833  
(907) 772-4881 FAX

General Communication, Inc. (GCI)  
1996 Call-Off Contract  
Prince of Wales  
1330 Craig Klawock Highway  
Craig, AK 99921  
Manager: Kurt Mattle  
(907) 826-3040  
(907) 3044 FAX

- 26 -

FINAL  
4/25/96

Seattle  
One Union Square  
600 University Street, #3420  
Seattle, WA 98101  
Manager: Fred Richard  
(206) 621-9464  
(206) 622-9488 FAX

Seward  
908 Third Avenue  
Seward, AK 99664  
Manager: Lori Draper

Shoreline  
4966 N. Tongass Highway  
Ketchikan, AK 99901  
Manager: Piere Kaptanian

(907) 224-2220  
(907) 224-3711 FAX

Sitka  
300 Lincoln Street  
Sitka, AK 99835  
Manager: Greg West  
(907) 747-3226  
(907) 747-8081 FAX

Soldotna  
44552 Sterling Highway  
Soldotna, AK 99669  
Manager: Kurt Eriksson  
(907) 262-4435  
(907) 262-5114 FAX

Valdez  
337 Egan Drive  
Valdez, AK 99686  
Manager: Jacquelyn Robb  
(907) 835-4745  
(907) 835-5762 FAX

Wrangell  
115 Front Street  
Wrangell, AK 99929  
Manager: Tom Saville  
(907) 874-3341  
(907) 874-3294 FAX

General Communication, Inc. (GCI)  
1996 Call-Off Contract  
OTHER LOCATIONS

Southeast Mortgage  
9211 Lee Smith Drive  
Juneau, AK 99803  
Manager: Karen King  
(907) 789-7071  
(907) 789-7552 FAX

Northland Credit (3174)  
201 Old Steese Highway, Suite 1  
Fairbanks, AK 99701  
Manager: Jim Carter  
(907) 456-5263  
(907) 456-3677 FAX

Northland Credit (Dial-in Email)  
Unknown at this time, open in 1996  
Juneau, AK 99803  
Manager:  
(907) xxx-xxxx  
(907) xxx-xxxx FAX

Northland Mortgage (Dial-in Email)  
16331 Heritage Place, #100  
Eagle River, AK 99577  
Manager: Trish Kastner  
(907) 694-7872  
(907) 694-7292 FAX

Northland Mortgage (Dial-in Email)  
35551 Kenai Spur Highway  
Soldotna, AK 99669  
Manager: Sherri Rose-Jones  
(907) 262-3940  
(907) 262-4087 FAX

Northland Mortgage (Dial-in Email)  
701 S. Bailey, Suite 200  
Palmer, AK 99645  
Manager: Annie Davenport  
(907) 746-7821  
(907) 746-7825 FAX

General Communication, Inc. (GCI)  
1996 Call-Off Contract

(907) 247-7878  
(907) 225-6868 FAX

Skagway  
6th & Broadway  
Skagway, AK 99840  
Manager: Kelly Roper  
(907) 983-2265  
(907) 983-2128 FAX

Tongass  
2415 Tongass Avenue  
Ketchikan, AK 99901  
Manager: Lori Freeman  
(907) 225-4141  
(907) 225-0218 FAX

Wasilla  
581 W. Parks Highway  
Wasilla, AK 99687  
Manager: Jim Reaves  
(907) 376-5355  
(907) 376-0298

- 27 -

FINAL  
4/25/96

Northland Credit (3174)  
3030 Denali Street  
Anchorage, AK 99503  
Manager: John Higgins  
(907) 562-0266  
(907) 562-2150 FAX

Northland Credit  
(Dial-in Email)  
1700 E. Parks Highway,  
Suite 100  
Wasilla, AK 99654  
Manager: Larry Timmons  
(907) 376-7600  
(907) 376-7557 FAX

Northland Mortgage  
(Dial-in Email)  
2605 Denali Street  
Anchorage, AK 99503  
Manager: Don Shepherd  
(907) 274-5150  
(907) 277-4081 FAX

Northland Mortgage  
(Dial-in Email)  
522 Third Street  
Fairbanks, AK 99701  
Manager: Liz Rhow  
(907) 452-5007  
(907) 452-6005 FAX

Northland Mortgage  
(Dial-in Email)  
951 E. Bogard Road, Suite 101  
Wasilla, AK 99701  
Manager: Lynn Berry  
(907) 376-2308  
(907) 376-0206 FAX

- 28 -

FINAL  
4/25/96



General Communication, Inc. (GCI)  
1996 Call-Off Contract  
20 December 1996

- 29 -

FINAL  
4/25/96

Richard A. Whitney  
Director, Business Development  
General Communication, Inc. (GCI)  
2550 Denali St., Suite 1000  
Anchorage, AK. 99503

Subject: Telecommunications Letter of Agency

Dear Richard:

National Bank of Alaska (NBA) hereby appoints GCI as its agent for the limited purpose of ordering, implementing and maintaining telecommunications services provided by any contractor, local exchange carrier, interexchange carrier, or enhanced/alternate service provider as may be necessary for GCI to manage/provide telecommunications services to NBA.

This agency relationship shall remain in effect until modified or revoked by NBA in writing. When GCI acts as agent, GCI is responsible, on behalf of NBA, for all such charges, including without limitation monthly charges, usage charges, installation charges, or applicable termination charges of the providers of telecommunications facilities, whether these charges are arranged to be billed directly to NBA or to GCI.

Neither NBA nor GCI shall be precluded by this appointment from dealing with carriers or providers in arranging for telecommunications services or connections to other equipment separate from those associated with this agreement.

Sincerely,

B. John Shipe  
Executive Vice President  
National Bank of Alaska  
P.O. Box 100600  
Anchorage, Alaska 99510-0600

BJS:

General Communication, Inc. (GCI)  
1996 Call-Off Contract

- 30 -

FINAL  
4/25/96

SCHEDULE 7: CONFIDENTIALITY LETTER

General Communication, Inc. (GCI)  
1996 Call-Off Contract  
15 December 1995

- 31 -

FINAL  
4/25/96

B. John Shipe  
Executive Vice President  
National Bank of Alaska  
P.O. Box 100600  
Anchorage, Alaska 99510-0600

Subject: Confidentiality of Information

Dear John:

During our recent business development and contract negotiations, we discussed many aspects of the business and operations of our companies. Certain

information disclosed is confidential and has consistently been considered and treated by each of us as trade secrets. I refer particularly to information regarding customers, pricing policies, certain telecommunications service equipment, product/service/network development and general business practices associated with our outsourcing business. This information was disclosed for use solely in connection with developing and operating a strategic business relationship between our companies consistent with our Framework Agreement.

I am writing to confirm the understanding which we reached and documented in our Framework Agreement that all involved employees and agents of both companies will not disclose, use for their own benefit, or otherwise appropriate such trade secrets or confidential information, except internally to the extent necessary to conduct our joint business.

If I have correctly expressed our understandings, please sign and date this letter.

General Communication, Inc.

National Bank of Alaska

Richard A. Whitney, Director  
Business Development  
Dated:

B. John Shipe  
Executive Vice President  
Dated:

General Communication, Inc. (GCI) - 32 - FINAL  
1996 Call-Off Contract 4/25/96  
SCHEDULE 8: ADDITIONAL TERMS AND CONDITIONS

General Communication, Inc. (GCI) - 33 - FINAL  
1996 Call-Off Contract 4/25/96  
Per discussion with G. Dalton (12/13/95) the following Framework Agreement Sub-Section 15.2 is amended as follows:

15.2 In 1996, NBA and the Contractor shall in respect of the Services to be provided agree to an overall Target. The Contractor shall provide the Services at a total charge to NBA which shall enable NBA to achieve its expectation of savings. The total charge to NBA, or Target, includes the Contractor's Expected Cost of Operations (CoOE) as defined in Annex A less \*\*\*\*\*.

General Communication, Inc. (GCI) - 34 - FINAL  
1996 Call-Off Contract 4/25/96  
SCHEDULE 9: WAN DEPLOYMENT PROJECT

General Communication, Inc. (GCI) - 35 - FINAL  
1996 Call-Off Contract 4/25/96  
OUT OF SCOPE PROJECT

NAME: WAN Deployment Project  
LENGTH: January 1, 1996 through March 1, 1996  
VALUE: \*\*\*\*\*

#### Overview

Engineer, furnish and install a statewide Branch Wide Area Network (WAN). This network is defined between intelligent wiring hubs located in each Branch or other defined location and the Anchorage Operations Center. The scope of work includes detail design, equipment selection, equipment/materials procurement, project planning, project management, testing, shipping, installation, integration and acceptance.

#### Pricing

Detailed pricing is included on the following pages. Project costs are summarized as follows:

Deliverables (Equipment/materials)	*****
Labor:	*****
Expenses (Travel/Lodging):	*****
TOTAL	*****

#### Terms

Equipment pricing will meet \*\*\*\*\*. All materials and labor will be invoiced at \*\*\*\*\*. Expenses will be invoiced directly. Cable plant installation pricing in Branches is currently being solicited via RFP. It will be billed on

this contract on a \*\*\*\*\* basis once firm pricing has been established.

Contractor will receive a bonus should the total invoiced amount for this project underrun the project budget shown in Pricing. This bonus shall be \*\*\*\*\* of the variance between the total invoiced amount and the project budget.

All invoices will be due and payable on a Net 30 day basis.

General Communication, Inc. (GCI) - 36 - FINAL  
 1996 Call-Off Contract 4/25/96

<TABLE>  
 <CAPTION>

Description	Qty	Unit Price	Total
-----			
--			
<S>	<C>	<C>	<C>
DELIVERABLES:			
NBA Branch Site (41 Category 1 site)			
56/64 DSU/CSU	****	****	****
Cisco 2509 router	****	****	****
Miscellaneous cables, connectors	****	****	****
Code operated matrix switch	****	****	****
Dialup maintenance modem	****	****	****
Dial restoral modem	****	****	****
Equipment rack	****	****	****
Miscellaneous install materials/costs (tywraps, power etc.)	****	****	****
NBA Branch Site (7 category 2 sites)			
56/64 DSU/CSU	****	****	****
Cisco 4000 router	****	****	****
Miscellaneous cables, connectors	****	****	****
Code operated matrix switch	****	****	****
Dialup maintenance modem	****	****	****
Dial restoral modem	****	****	****
Equipment rack	****	****	****
Miscellaneous install materials/costs (tywraps, power etc.)	****	****	****

</TABLE>  
 General Communication, Inc. (GCI) - 37 - FINAL  
 1996 Call-Off Contract 4/25/96

<TABLE>  
 <CAPTION>

Description	Qty	Unit Price	Total
-----			
--			
<S>	<C>	<C>	<C>
NBA Branch Site (2 category 3 sites)			
Cisco 2501 router	****	****	****
Miscellaneous cables, connectors	****	****	****
Code operated matrix switch	****	****	****
Dialup maintenance modem	****	****	****
Dial restoral modem	****	****	****
Equipment rack	****	****	****
Miscellaneous install materials/costs (tywraps, power etc.)	****	****	****
NBA Branch Site (3 category 4 sites)			
Cisco 2509 router	****	****	****
Miscellaneous cables, connectors	****	****	****

Code operated matrix switch	****	****	****
Dialup maintenance modem	****	****	****
Dial restoral modem	****	****	****
Equipment rack	****	****	****
Miscellaneous install materials/costs (tywraps, power etc.)	****	****	****

</TABLE>

General Communication, Inc. (GCI) - 38 - FINAL  
1996 Call-Off Contract 4/25/96

Description	Qty	Unit Price	Total
-----			
--			
<S>	<C>	<C>	<C>
NBA Branch Site (3 category 5 sites)			
Cisco 2501 router	****	****	****
Miscellaneous cables, connectors	****	****	****
Code operated matrix switch	****	****	****
Dialup maintenance modem	****	****	****
Dial restoral modem	****	****	****
Equipment rack	****	****	****
Miscellaneous install materials/costs (tywraps, power etc.)	****	****	****
Anchorage Operation Center			
Cisco 4700 router	****	****	****
Cisco 2512 router (16 async/2TR for dial restoral)	****	****	****
Miscellaneous cables, connectors	****	****	****
Code operated matrix switch	****	****	****
Dialup maintenance modem	****	****	****
Dial restoral modem	****	****	****
Equipment rack	****	****	****
Miscellaneous install materials/costs (tywraps, power etc.)	****	****	****
POS Dial Restoral			
Dial restoral modem	****	****	****
X.25 pad upgrade	****	****	****
X.25 switch upgrade	****	****	****

</TABLE>

General Communication, Inc. (GCI) - 39 - FINAL  
1996 Call-Off Contract 4/25/96

Description	Qty	Unit Price	Total
-----			
--			
<S>	<C>	<C>	<C>
M&I Data Processing Center			
Cisco 4500-M router	****	****	****
Miscellaneous cables, connectors	****	****	****
Code operated matrix switch	****	****	****
Dialup maintenance modem	****	****	****
Equipment rack	****	****	****
Miscellaneous install materials/costs (tywraps, power etc.)	****	****	****

GCI Anchorage (CNCC)

Miscellaneous install materials/costs (tywraps, power etc.)

\*\*\*\*

\*\*\*\*

\*\*\*\*

Spares

Spares @ \*\*\*\*\* of deliverables \*\*\*\*\*

\*\*\*\*

\*\*\*\*

Shipping @ \*\*\*\*\*

\*\*\*\*

\*\*\*\*

</TABLE>

<TABLE>

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Description

Qty

MH

Rate

Total

-----

--

<S>

<C>

<C>

<C>

<C>

LABOR:

Configure and test

\*\*\*\*

\*\*\*\*

Installation

\*\*\*\*

\*\*\*\*

\*\*\*\*

\*\*\*\*

Installation travel to remote branch

\*\*\*\*

\*\*\*\*

\*\*\*\*

\*\*\*\*

Engineering

\*\*\*\*

\*\*\*\*

\*\*\*\*

\*\*\*\*

Project Management

\*\*\*\*

\*\*\*\*

\*\*\*\*

\*\*\*\*

Clerical

\*\*\*\*

\*\*\*\*

\*\*\*\*

\*\*\*\*

Documentation/CADD

\*\*\*\*

\*\*\*\*

\*\*\*\*

\*\*\*\*

</TABLE>

General Communication, Inc. (GCI)

- 40 -

FINAL

1996 Call-Off Contract

4/25/96

<TABLE>

<CAPTION>

Description

Qty

Unit Price

Total

-----

--

<S>

<C>

<C>

<C>

EXPENSES:

GCI Travel Expenses

Airfare

\*\*\*\*

\*\*\*\*

\*\*\*\*

Mileage

\*\*\*\*

\*\*\*\*

\*\*\*\*

Lodging

\*\*\*\*

\*\*\*\*

\*\*\*\*

Rental Vehicle

\*\*\*\*

\*\*\*\*

\*\*\*\*

Per Diem

\*\*\*\*

\*\*\*\*

\*\*\*\*

Protocol Analyzer (rental for installation) 1 unit for 3 mos.

\*\*\*\*

\*\*\*\*

\*\*\*\*

BER test set (rental for installation) 4 units for 2 mos.

\*\*\*\*

\*\*\*\*

\*\*\*\*

</TABLE>

General Communication, Inc. (GCI)

- 41 -

FINAL

1996 Call-Off Contract

4/25/96

SCHEDULE 10: LONG TERM CONTRACTS

General Communication, Inc. (GCI)

- 42 -

FINAL

1996 Call-Off Contract

4/25/96

<TABLE>

<CAPTION>

Contract Owner

Contract Start Date

Contract Term or Depreciation

Description

Amount

-----

<S>

<C>

<C>

<C>

<C>

\*\*\*\*\*

GCI

1/1/96

Capital

Newbridge Multiplexer Equipment

GCI

1/1/96

5 years

MCI-Hyperstream Frame Relay

TBD

</TABLE>

General Communication, Inc. (GCI)

- 43 -

FINAL

1996 Call-Off Contract

4/25/96

1996 CALL-OFF CONTRACT  
between  
National Bank of Alaska (NBA)  
and  
General Communication, Inc. (GCI) (1)

(1) In this document "\*\*\*\*\*" are used in place of redacted information.

General Communication, Inc. (GCI)  
1996 Call-Off Contract  
<TABLE>

- 1 -

FINAL  
4/25/96

TABLE OF CONTENTS

<CAPTION>

SECTION	PAGE
<S>	
<C>	
1. DEFINITIONS.....	3
2. STATUS.....	3
3. PROVISION OF SERVICES.....	4
4. DURATION.....	4
5. INVOICES AND PAYMENT.....	4
6. MANAGEMENT ORGANIZATION.....	5
7. NO WAIVER.....	5
8. SERVICE OF NOTICE.....	5
9. FURTHER ASSURANCES.....	6
10. GOVERNING LAW.....	6
11. INVALIDITY.....	6
12. ADDITIONAL TERMS AND CONDITIONS.....	7
SCHEDULE 1: 1996 SCOPE OF WORK.....	8
SCHEDULE 2: SERVICE LEVELS.....	14
SCHEDULE 3: 1996 EXPECTED COST OF OPERATIONS (COOE) AND TARGET.....	18
SCHEDULE 4: CHARGES AND BILLING INFORMATION.....	20
SCHEDULE 5: NBA AND CONTRACTOR PREMISES.....	22
SCHEDULE 6: AGENCY LETTER.....	29
SCHEDULE 7: CONFIDENTIALITY LETTER.....	31
SCHEDULE 8: ADDITIONAL TERMS AND CONDITIONS.....	33
SCHEDULE 9: WAN DEPLOYMENT PROJECT.....	35

</TABLE>

General Communication, Inc. (GCI) - 2 - FINAL  
1996 Call-Off Contract 4/25/96  
THIS CONTRACT is made the 20th day of December 1995.

BETWEEN

National Bank of Alaska whose registered offices are located at 301 West Northern Lights Blvd., Anchorage, Alaska 99503 (hereafter, "NBA") and General Communication, Inc. (GCI) whose registered offices are located at 2550 Denali St., Suite 1000, Anchorage, Alaska 99503 (hereafter, "The Contractor")

WHEREAS

By a Framework Agreement dated 9 November 1995 entered into between NBA and the Contractor, terms were agreed to whereby the Contractor or an Associated Company of the Contractor would provide or ensure the provision of telecommunication services to be available to NBA and other NBA Associated Companies in substitution for the telecommunication services which were immediately prior to the execution of this Contract either provided from within NBA or acquired from Third Party contractors; NBA now wishes the Contractor to provide the Services and the Contractor is able to provide the Services on the terms set out below in this Contract.

IT IS THEREFORE AGREED as follows:

1. DEFINITIONS

- 1.1. A glossary of Definitions which shall apply to the terms used in this Contract appears as Annex A to the Framework Agreement and shall be deemed to be incorporated in this Contract.
- 1.2. In the event of conflict between this Contract and the Framework Agreement, the order of precedence shall be this Contract and the Framework Agreement.
- 1.3. For the avoidance of any doubt, Services will include all telecommunications and related services described in Schedule 1.

2. STATUS

- 2.1. This Contract may only be modified if such modification is in writing and signed by a duly authorized representative of each Party.
- 2.2. The following documents shall together form part of and shall be read with this Contract and shall represent the entire understanding between the Parties in relation to the subject matter hereof and supersede
  - 2.2.1. The Framework Agreement
  - 2.2.2. The Schedules:
    - Schedule 1 Scope of Work
    - Schedule 2 Service Levels
    - Schedule 3 1996 Expected Cost of Operation (CoOE) and Target
    - Schedule 4 Charges and Billing Information
    - Schedule 5 NBA and Contractor Premises
    - Schedule 6 Agency Letter
    - Schedule 7 Confidentiality Letter
    - Schedule 8 Additional Terms and Conditions
    - Schedule 9 WAN Deployment Project
    - Schedule 10 Long Term Contracts

General Communication, Inc. (GCI) - 3 - FINAL  
1996 Call-Off Contract 4/25/96  
all previous agreements and representations made by either Party, whether oral or written.

3. PROVISION OF SERVICES

The Contractor shall perform the Services in accordance with this Contract.

4. DURATION

The Services shall commence at 0001 hours on 1 January 1996 (Commencement Date) and shall continue until 2400 on 31 December 1996, unless extended by mutual agreement or subject to earlier termination.

5. INVOICES AND PAYMENT

5.1. In consideration of the provision of the Services NBA shall pay to the Contractor the Charges as provided for in Schedule 4.

General Communication, Inc. (GCI)  
Accounts Payable Department  
2550 Denali St.  
Suite 900  
Anchorage, Alaska 99503

Tel: 907-265-5600  
Fax: 907-265-5574  
Contact: Richard A. Whitney  
Director, Business  
Development

General Communication, Inc. (GCI) - 4 - FINAL  
1996 Call-Off Contract 4/25/96

5.2. The Contractor shall render invoices to NBA at the intervals and in the manner specified in Section 21 of the Framework Agreement.

6. MANAGEMENT ORGANIZATION

6.1. The NBA Partner Relations Manager shall be B. John Shipe, Executive Vice President, (907) 265-2860.

6.2. The Contractor Representative shall be Richard A. Whitney, Director, Business Development, (907) 265-5301.

7. NO WAIVER

7.1. Failure by either Party to exercise or enforce any right conferred by the Contract shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any other occasion.

General Communication, Inc. (GCI) - 5 - FINAL  
1996 Call-Off Contract 4/25/96

8. SERVICE OF NOTICE

8.1. Any notice or other document which may be given by either Party under the Contract shall be deemed to have been duly given if left at or sent by pre-paid recorded delivery post or facsimile transmission (confirmed by letter sent by pre-paid recorded delivery post) to each Party's principal or registered office as set out below as an address to which notices, invoices and other documents may be sent:

NBA: National Bank of Alaska (NBA)  
P.O. Box 100600  
Anchorage, Alaska 99510-0600

Tel: 907-265-2860  
Fax: 907-265-2887  
Contact: B. John Shipe  
Executive Vice President

Contractor: General Communication, Inc. (GCI)  
2550 Denali St.  
Suite 1000  
Anchorage, Alaska 99503

Tel: 907-265-5600  
Fax: 907-265-5574  
Contact: Richard A. Whitney,  
Director Business  
Development



8.2. Any such communication shall be deemed to have been made to the other Party four days (4) from the date of posting (if by letter) and if by facsimile transmission on the day of such transmission provided the original of the communication is received by the other Party within 4 days of the date of transmission.

9. FURTHER ASSURANCES

The Contractor and NBA shall use all reasonable endeavors respectively to ensure that any Third Party necessary for the performance of the Services shall do, execute and perform all such further deeds, documents, assurances, acts and things as either of the Parties hereto may reasonably require by notice in writing to any other party to carry the provision of the Contract into full force and effect.

General Communication, Inc. (GCI) - 6 - FINAL  
1996 Call-Off Contract 4/25/96  
10. GOVERNING LAW

This Contract shall, to the extent that any aspect or matter fails to be interpreted, conformed or adjudicated upon by the parties themselves, be dealt with in accordance with the laws of the United States and the State of Alaska. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, such arbitration to take place in Anchorage, Alaska and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof.

11. INVALIDITY

If any term or provision in the Contract shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law, that term or provision or part shall to that extent be deemed not to form part of the Contract and the enforceability of the remainder of the Contract shall not be affected.

12. ADDITIONAL TERMS AND CONDITIONS

Additional terms and conditions to the Framework Agreement terms and to this Contract are set out in Schedule 8.

IN WITNESS WHEREOF the Parties hereto have by duly authorized representatives set their hands the day and year first above written.

for and on behalf of }  
National Bank of Alaska (NBA) }

for and on behalf of }  
General Communication, Inc. (GCI) }

General Communication, Inc. (GCI) - 7 - FINAL  
1996 Call-Off Contract 4/25/96  
SCHEDULE 1: 1996 SCOPE OF WORK

General Communication, Inc. (GCI) - 8 - FINAL  
1996 Call-Off Contract 4/25/96  
1. INTRODUCTION

1.1. General

GCI will provide the services described in this Scope of Work document at all NBA premises shown in Schedule 5. Services will include those associated with NBA's Branch Deployment, LAN upgrades and WAN Deployment as well as operational and management (O&M) services considered routine.

1.2. Assumptions

All on-site work performed will be handled as trouble requests, work requests or projects; centralized network

management and other network services will be delivered pro-actively and will not be documented as one of the above;

Work requests or projects that are required which are extraordinary in terms of their work volume and/or time for completion will be treated as out-of-scope;

2. SCOPE

2.1 Service Transition

2.1.1. Branch Deployment

Provide local coordination for overall Branch LAN/desktop equipment and service installation;

Conduct site-surveys documenting all network and equipment;

Configure and install file server monitoring software, LAN hubs, and Help Desk monitoring platform;

Install Branch LAN infrastructure (UPS, cable plant, hubs);

Coordinate and load configuration of NMS;

Establish installation and configuration standards;

Coordinate asset management;

General Communication, Inc. (GCI)  
1996 Call-Off Contract

- 9 -

FINAL  
4/25/96

Test hubs, routers and servers prior to shipment to Branches;

Install file servers, client desktops and printers in coordination with M&I;

Install necessary Branch dial-up connections;

Integrate equipment and services into CNCC management platform;

Conduct acceptance testing of Branch LAN and desktop infrastructure;

Remove, surplus terminals, printers, controllers and other legacy equipment per NBA instructions;

Coordinate configuration, testing and redeployment of retained client desktops and printers into new e-mail infrastructure;

2.1.2. Upgrade Existing LAN Environments

Conduct site-surveys documenting all network and equipment;

Coordinate purchase, configuration and installation of all upgrade equipment, software and services;

Coordinate asset management;

Integrate equipment/services into CNCC management platform;

Conduct acceptance testing of Branch LAN and desktop infrastructure;

Remove surplus terminals, printers, controllers and other legacy equipment per NBA instructions;

2.1.3. WAN Deployment

Purchase, configure and install router, multiplexer and other WAN equipment which the contractor will provide for the in-state wide area network and the backbone network

General Communication, Inc. (GCI)  
1996 Call-Off Contract

- 10 -

FINAL  
4/25/96

between NBA's facilities in Anchorage, Alaska

and M&I's facilities in Brown Deer, Wisconsin;

Provide, install and test public and private inter-branch data, voice and video services;

Integrate equipment and services into CNCC management platform;

#### 2.1.4. Voice Service Deployment

Analyze existing voice service environment and develop comprehensive implementation plan;

Transition all carrier services;

Modify, as appropriate, all PBX and key system leases;

Consolidate, as appropriate, all LEC and IXC local loop and DAL circuits;

### 2.2 Operation and Management (O&M)

#### 2.2.1. Procurement, Set-up & Installation

Coordinate establishment of desktop computer configuration standards with the NBA Help Desk;

Provide centralized Setup facility for all desktop and server hardware; logistics support for shipment of computer hardware to sites;

Perform or coordinate physical installation of computer hardware on LANs;

Maintain relationships with key vendors and service providers to assure product and service support and continued knowledge of installed equipment, systems and services.

#### 2.2.2. Network Management

Monitor network devices and associated cable plant and circuits; provide status and performance reports as required;

Provide proactive management of network devices to maintain established service levels;

General Communication, Inc. (GCI)  
1996 Call-Off Contract

- 11 -

FINAL  
4/25/96

Provide configuration management of desktop and service hardware; manage and maintain operating system integrity;

Initiate and coordinate change management for the following: (1) desktop, server hardware and operating systems; (2) hubs and other LAN equipment and circuits; (3) routers, multiplexers, modems and other WAN equipment; (4) WAN private line circuits; (5) PBX and Key systems as applicable; (6) long distance services; (7) video conferencing systems and services.

#### 2.2.3. Trouble Requests

Provide necessary resolution and support for desktop hardware, operating system and network connectivity problems;

Provide necessary resolution and support for server hardware, operating system and network connectivity problems;

Respond to and resolve user telephone station equipment and voicemail and feature service problems;

Provide resolution of long distance calling or other service problems;

Provide necessary resolution and support for PBX hardware and service problems.

Provide necessary resolution and support for ATM hardware and service problems.

2.2.4. Work Requests

Move, add, change of all telephone station equipment;

Move, add, change voicemail and features;

Move, add, change of all desktop computer and terminal equipment;

Move, add, change business telephone lines;

Desktop computer hardware installations that exceed user capability;

General Communication, Inc. (GCI)  
1996 Call-Off Contract

- 12 -

FINAL  
4/25/96

2.2.5. Projects

Coordinate and perform telephone systems, LAN/WAN systems projects involving moving facilities and workgroups or service upgrades of an operational basis not categorized as Major Changes;

2.3. Change Management

2.3.1. Tactical Management

Implement outage notification procedures in order to insure coordination between NBA, M&I and all other service providers involving all planned maintenance activity;

Coordinate asset management systems, processes and procedures with NBA to provide complete inventory control of all telecommunications, server and desktop equipment, systems, circuits and software assets;

Develop and maintain documentation for all equipment, system, circuit, network or software configuration, maintenance history, layout, revision level and status;

2.3.2. Strategic Planning

Maintain technical expertise on all currently installed and in-use equipments, systems, circuits, services and advances in technology;

Present telecommunications and desktop support plans, designs, options and technical summaries to NBA for review;

Provide technical consultancy in order to strategically meet all future telecommunications and desktop computing business requirements;

Continuously monitor and evaluate telecommunications technologies relevant to NBA's business requirements; advise NBA on adoption of new technologies;

General Communication, Inc. (GCI)  
1996 Call-Off Contract

- 13 -

FINAL  
4/25/96

SCHEDULE 2: SERVICE LEVELS

General Communication, Inc. (GCI)  
1996 Call-Off Contract

- 14 -

FINAL  
4/25/96

<TABLE>  
I. PROBLEM/WORKFLOW MANAGEMENT  
<CAPTION>

	Immediate	Immediate	1 Hour	4 Hour	24 Hour	NBD
Negotiated						
Task/Activity	Logging	Response	Response	Response	Response	Response

Scheduling

<S> <C> <C> <C> <C> <C> <C>

A. Trouble Requests

o Desktop hardware						
0800 - 1800 M - F	X			X(2)		
After hours	X					X
o LAN Server						
0800 - 2100 M - F	X	X				
After hours	X			X(2)		
o Communications Hardware						
0800 - 1800 M - F	X	X				
After hours	X	X				
o Communications Circuits						
0800 - 1800 M - F	X	X				
After hours	X	X				
o CBX/PBX system						
0800 - 2100 M - F	X	X				
After hours	X		X			
o Key System						
0800 - 1800 M - F	X	X				
After hours	X		X(2)			
o Phone station equipment						
0800 - 1800 M - F	X		X			
After hours	X					X(2)
o ATMs						
0800 - 1800 M - F	X	X				
After hours	X	X				

<FN>

2 May vary by location

</FN>

</TABLE>

General Communication, Inc. (GCI)  
1996 Call-Off Contract

- 15 -

FINAL  
4/25/96

<TABLE>

<CAPTION>

Negotiated	Immediate	Immediate	1 Hour	4 Hour	24 Hour	NBD
Task/Activity	Logging	Response	Response	Response	Response	Response

<S> <C> <C> <C> <C> <C> <C>

B. Work Requests

o Phone station equip. MAC						
0800 - 1800 M - F	X				X	
After hours	X				X	
Large requests	X					
X						
o Voicemail/features						
0800 - 1800 M - F	X				X	
After hours	X				X	
Large requests	X					
X						
o Desktop computer/printer						
MAC						
0800 - 1800 M - F	X				X	
After hours	X				X	
Large requests	X					
X						
o Business telephone lines						
0800 - 1800 M - F	X					
X						
After hours	X					

X Large requests X

C. Projects

o All projects  
 0800 - 1800 M - F X  
 X After hours X  
 X Large requests X  
 X

</TABLE>

General Communication, Inc. (GCI) - 16 - FINAL  
 1996 Call-Off Contract 4/25/96

II. NETWORK SERVICES

Network Services	Service Level
On-line Uptime (0600 - 2100 AST); seven days per week	greater than 98% availability
ATM availability	98% availability
Backbone Service availability	99.8% availability
POS availability	98.5% availability
Response Time (In-town)	greater than or equal to 2 seconds
Response Time (Out-of-town)	greater than or equal to 4 seconds

III. SERVICE LEVEL PERFORMANCE CALCULATION

A. Problem/Workflow Management

for: Trouble Reports - TR  
 Work Orders - WO  
 Projects - P  
 Monthly Performance - MP  
 Annual Performance - AP  
 Occurrence greater than or  
 equal to Service Level - N1  
 Occurrences less than Service  
 Level - N2

MPTR = (N1 / (N1 + N2)) \* 100%  
 MPWO = (N1 / (N1 + N2)) \* 100%  
 MPP = (N1 / (N1 + N2)) \* 100%  
 MP = (MPTR \* MPWO \* MPP)  
 AP = (MPJan \* MPFeb \* MPMar \* ... \* MPDec)

B. Network Services

for: On-line Uptime - UP  
 ATM Availability - ATM  
 Backbone Service Availability - BS  
 POS Availability - POS  
 Monthly Performance - MP  
 Annual Performance - AP  
 # WAN Circuits - Ckts

APUP = (((525,600 \* Ckts) - Outage minutes) / (525,600 \*  
 Ckts)) \* 100%  
 MPATM = ((43,200 - Outage Minutes) / 43,200)\*100%  
 APBS = ((525,600 - Outage minutes) / 525,600) \* 100%  
 MPPOS = ((43,200 - Outage Minutes) / 43,200) \*100%

General Communication, Inc. (GCI) - 17 - FINAL  
 1996 Call-Off Contract 4/25/96

- 1. Expected Cost of Operations (CoOE)
  - a. 1995 Annualized Costs \*\*\*\*\*
  - b. 1996 Expected Cost Increases \*\*\*\*\*
  - c. Total (1a + 1b) \*\*\*\*\*
- 2. \*\*\*\*\* Percent of CoOE or Guarantee \*\*\*\*\*
- 3. Target (1c-2) \*\*\*\*\*

Month of

1.	Invoice Summary	Current	YTD
A.	Direct Costs	-----	-----
B.	Margin (Direct Costs)	-----	-----
C.	Sub-contractor Costs	-----	-----
D.	Margin (Sub-contractor Costs)	-----	-----
E.	Network Services		
	i. Network Management	-----	-----
	ii. Long Distance	-----	-----
	iii. Transport	-----	-----
2.	Current Month Detail		
A.	Direct Costs	-----	-----
B.	Margin (Direct Costs)	-----	-----
C.	Sub-contractor Costs	-----	-----
D.	Margin (Sub-contractor Costs)	-----	-----
E.	Network Services		
	i. Network Management	-----	-----
	ii. Long Distance	-----	-----
	iii. Transport	-----	-----

Dimond  
 745 E. Dimond Boulevard  
 Anchorage, AK 99515  
 Manger: Dan Keys  
 (907) 267-5525  
 (907) 267-5466 FAX

Dimond Mall  
 800 E. Dimond Boulevard  
 Suite 116  
 Anchorage, AK 99515  
 Manager: Pam Sievers  
 (907) 267-5505

(907) 267-5383 FAX

Fifth Avenue  
630 E. Fifth Avenue  
Anchorage, AK 99501  
Manager: Judy Ferguson  
(907) 263-2501  
(907) 263-2514 FAX

510 L Street  
Anchorage, AK 99501  
Supervisor: Frances Pitts  
(907) 263-2565  
(907) 263-2521 FAX

Fourth Avenue  
446 W. Fourth Avenue  
  
Anchorage, AK 99501  
Manager: Karina Simmers  
(907) 265-2734  
(907) 265-2039 FAX

Frontier  
7731 E. Northern Lights  
Boulevard  
Anchorage, AK 99504  
Supervisor: Judy Butchart  
(907) 265-2060  
(907) 265-2067 FAX

Huffman  
1351 E. Huffman Road  
  
Anchorage, AK 99516  
Manager: Amy Penrose  
(907) 267-5301  
(907) 267-5546 FAX

Main Office  
301 W. Northern Lights  
Boulevard  
Anchorage, AK 99503  
Manager: Bob Tannahill  
(907) 265-2809  
(907) 265-2043 FAX

Minnesota-Benson  
1500 West Benson Boulevard  
Anchorage, AK 99515  
Manager: Jenny McClure  
(907) 257-3200  
(907) 257-3218 FAX

Northway Mall  
3101 Penland Parkway  
Anchorage, AK 99508  
Manager: Liza Dzurovcin  
(907) 263-2590  
(907) 265-2996 FAX

General Communication, Inc. (GCI)  
1996 Call-Off Contract  
Russian Jack  
5700 DeBarr Road  
Anchorage, AK 99504  
Manager: Nancy Gillies  
(907) 263-2574  
(907) 263-2531 FAX

- 23 -

FINAL  
4/25/96

Sand Lake  
6961 Jewel Lake Road  
Anchorage, AK 99502  
Manager: Sarah Kipp  
(907) 267-5420  
(907) 267-5426 FAX

Sears Mall  
600 E. Northern Lights Boulevard  
Anchorage, AK 99503  
Manager: Kathy Hagedorn  
(907) 263-2533  
(907) 263-2539 FAX

Spenard  
2709 Spenard Road  
Anchorage, AK 99509  
Manager: Mary Webb  
(907) 263-2541  
(907) 265-2023 FAX

FAIRBANKS

Bentley  
32 College Road  
Fairbanks, AK 99701  
Manager: Jami Spears  
(907) 459-4363  
(907) 459-4366 FAX

College  
794 University Avenue  
Fairbanks, AK 99707  
Manager: Vicki Kennebec  
(907) 474-4101  
(907) 474-4130 FAX

Cushman  
613 Cushman Road  
Fairbanks, AK 99701  
Manager: Debbie Kimmell  
(907) 459-4318  
(907) 459-4346 FAX

Gaffney  
620 Gaffney Road  
Fairbanks, AK 99706  
Manager: Robin Ridington  
(907) 459-4373  
(907) 459-4344 FAX

North Pole  
381 Santa Claus Lane South  
North Pole, AK 99705  
Manager: Oscar Calvillo  
(907) 488-7507  
(907) 488-5678 FAX

General Communication, Inc. (GCI)  
1996 Call-Off Contract  
OTHER BRANCHES

- 24 -

FINAL  
4/25/96

Barrow  
1078 Kiogak Street  
  
Barrow, AK 99723  
Manager: Joe Everhart  
(907) 852-6200  
(907) 852-3426 FAX

Bethel  
Bethel Native Corporation  
Building  
460 Ridgecrest  
Bethel, AK 99559  
Manager: Carolyn Walters  
(907) 543-3875  
(907) 543-2125 FAX

Cordova

Cottonwood Creek Mall



515 Main Street  
Cordova, AK 99574  
Manager: Jon Stavig  
(907) 424-3258  
(907) 424-5758 FAX

1701 Parks Highway  
Wasilla, AK 99654  
Manager: Michelle Rodekohr  
(907) 376-6797  
(907) 373-0252 FAX

Delta  
Mile 166, Richardson Highway  
Delta Junction, AK 99737  
Manager: Dave Durham  
(907) 895-4691  
(907) 895-1927 FAX

Dillingham  
512 Seward Street  
Dillingham, AK 99576  
Manager: Julie Woodworth  
(907) 842-5284  
(907) 842-2450 FAX

Eagle River  
16600 Centerfield Drive  
Eagle River, AK 99577  
Manager: Mark Underwood  
(907) 694-3129  
(907) 694-1435 FAX

Glacier Valley  
9150 Glacier Highway  
Juneau, AK 99801  
Manager: Deborah Zenger  
(907) 789-9550  
(907) 789-4220 FAX

Glennallen  
Mile 187.5 Glenn Highway  
Glennallen, AK 99588  
Manager: Darby Hobson  
(907) 822-3214  
(907) 822-3288 FAX

Homer  
203 W. Pioneer Avenue  
Homer, AK 99603  
Manager: John Hoyt  
(907) 235-8151  
(907) 235-6181 FAX

General Communication, Inc. (GCI)  
1996 Call-Off Contract  
Juneau  
123 Seward Street  
Juneau, AK 99801  
Manager: Roy Kyle  
(907) 586-3324  
(907) 586-3997 FAX

- 25 -

FINAL  
4/25/96

Kenai  
11216 Kenai Spur Highway  
Kenai, AK 99611  
Manager: Ron Linegar  
(907) 283-7581  
(907) 283-4082 FAX

Ketchikan  
306 Main Street  
Ketchikan, AK 99901  
Manager: John Scoblic  
(907) 225-2184  
(907) 225-1022 FAX

King Salmon  
#1 King Salmon Mall  
King Salmon, AK 99613  
Manager: Bernard Brown  
(907) 246-3306  
(907) 246-3027 FAX

Kodiak  
202 Marine Way  
Kodiak, AK 99615  
Manager: Jim Brenner  
(907) 486-3126  
(907) 486-5879 FAX

Kotzebue  
Lagoon Street and Second  
Kotzebue, AK 99752  
Manager: Alex Navarro  
(907) 442-3257  
(907) 442-2157 FAX

Lake Street Branch  
4014 Lake Street  
Homer, AK 99603-7682  
Supervisor: Mary Covey  
(907) 235-2444  
(907) 235-5272 FAX

Metlakatla  
Milton Street  
Metlakatla, AK 99926  
Manager: Charlene Brendible  
(907) 886-6363  
(907) 886-5063 FAX

Mill Bay Branch  
2645 Mill Bay Road  
Kodiak, AK 99615  
Manager: Josie Barber  
(907) 486-6900  
(907) 486-2586 FAX

Nome  
250 E. Front Street  
Nome, AK 99762  
Manager: Mitch Erickson  
(907) 443-2223  
(907) 443-2742 FAX

Palmer  
705 South Bailey  
Palmer, AK 99645  
Manager: Taka Tsukada  
(907) 745-2161  
(907) 745-6059 FAX

Petersburg  
201 N. Nordic Drive  
Petersburg, AK 99833  
Manager: Bond Stewart  
(907) 772-3833  
(907) 772-4881 FAX

General Communication, Inc. (GCI)  
1996 Call-Off Contract  
Prince of Wales  
1330 Craig Klawock Highway  
Craig, AK 99921  
Manager: Kurt Mattle  
(907) 826-3040  
(907) 3044 FAX

- 26 -

FINAL  
4/25/96

Seattle  
One Union Square  
600 University Street, #3420  
Seattle, WA 98101  
Manager: Fred Richard  
(206) 621-9464  
(206) 622-9488 FAX

Seward  
908 Third Avenue  
Seward, AK 99664  
Manager: Lori Draper

Shoreline  
4966 N. Tongass Highway  
Ketchikan, AK 99901  
Manager: Piere Kaptanian

(907) 224-2220  
(907) 224-3711 FAX

Sitka  
300 Lincoln Street  
Sitka, AK 99835  
Manager: Greg West  
(907) 747-3226  
(907) 747-8081 FAX

Soldotna  
44552 Sterling Highway  
Soldotna, AK 99669  
Manager: Kurt Eriksson  
(907) 262-4435  
(907) 262-5114 FAX

Valdez  
337 Egan Drive  
Valdez, AK 99686  
Manager: Jacquelyn Robb  
(907) 835-4745  
(907) 835-5762 FAX

Wrangell  
115 Front Street  
Wrangell, AK 99929  
Manager: Tom Saville  
(907) 874-3341  
(907) 874-3294 FAX

General Communication, Inc. (GCI)  
1996 Call-Off Contract  
OTHER LOCATIONS

Southeast Mortgage  
9211 Lee Smith Drive  
Juneau, AK 99803  
Manager: Karen King  
(907) 789-7071  
(907) 789-7552 FAX

Northland Credit (3174)  
201 Old Steese Highway, Suite 1  
Fairbanks, AK 99701  
Manager: Jim Carter  
(907) 456-5263  
(907) 456-3677 FAX

Northland Credit (Dial-in Email)  
Unknown at this time, open in 1996  
Juneau, AK 99803  
Manager:  
(907) xxx-xxxx  
(907) xxx-xxxx FAX

Northland Mortgage (Dial-in Email)  
16331 Heritage Place, #100  
Eagle River, AK 99577  
Manager: Trish Kastner  
(907) 694-7872  
(907) 694-7292 FAX

Northland Mortgage (Dial-in Email)  
35551 Kenai Spur Highway  
Soldotna, AK 99669  
Manager: Sherri Rose-Jones  
(907) 262-3940  
(907) 262-4087 FAX

Northland Mortgage (Dial-in Email)  
701 S. Bailey, Suite 200  
Palmer, AK 99645  
Manager: Annie Davenport  
(907) 746-7821  
(907) 746-7825 FAX

General Communication, Inc. (GCI)  
1996 Call-Off Contract

(907) 247-7878  
(907) 225-6868 FAX

Skagway  
6th & Broadway  
Skagway, AK 99840  
Manager: Kelly Roper  
(907) 983-2265  
(907) 983-2128 FAX

Tongass  
2415 Tongass Avenue  
Ketchikan, AK 99901  
Manager: Lori Freeman  
(907) 225-4141  
(907) 225-0218 FAX

Wasilla  
581 W. Parks Highway  
Wasilla, AK 99687  
Manager: Jim Reaves  
(907) 376-5355  
(907) 376-0298

- 27 -

FINAL  
4/25/96

Northland Credit (3174)  
3030 Denali Street  
Anchorage, AK 99503  
Manager: John Higgins  
(907) 562-0266  
(907) 562-2150 FAX

Northland Credit  
(Dial-in Email)  
1700 E. Parks Highway,  
Suite 100  
Wasilla, AK 99654  
Manager: Larry Timmons  
(907) 376-7600  
(907) 376-7557 FAX

Northland Mortgage  
(Dial-in Email)  
2605 Denali Street  
Anchorage, AK 99503  
Manager: Don Shepherd  
(907) 274-5150  
(907) 277-4081 FAX

Northland Mortgage  
(Dial-in Email)  
522 Third Street  
Fairbanks, AK 99701  
Manager: Liz Rhow  
(907) 452-5007  
(907) 452-6005 FAX

Northland Mortgage  
(Dial-in Email)  
951 E. Bogard Road, Suite 101  
Wasilla, AK 99701  
Manager: Lynn Berry  
(907) 376-2308  
(907) 376-0206 FAX

- 28 -

FINAL  
4/25/96

General Communication, Inc. (GCI)  
1996 Call-Off Contract  
20 December 1996

- 29 -

FINAL  
4/25/96

Richard A. Whitney  
Director, Business Development  
General Communication, Inc. (GCI)  
2550 Denali St., Suite 1000  
Anchorage, AK. 99503

Subject: Telecommunications Letter of Agency

Dear Richard:

National Bank of Alaska (NBA) hereby appoints GCI as its agent for the limited purpose of ordering, implementing and maintaining telecommunications services provided by any contractor, local exchange carrier, interexchange carrier, or enhanced/alternate service provider as may be necessary for GCI to manage/provide telecommunications services to NBA.

This agency relationship shall remain in effect until modified or revoked by NBA in writing. When GCI acts as agent, GCI is responsible, on behalf of NBA, for all such charges, including without limitation monthly charges, usage charges, installation charges, or applicable termination charges of the providers of telecommunications facilities, whether these charges are arranged to be billed directly to NBA or to GCI.

Neither NBA nor GCI shall be precluded by this appointment from dealing with carriers or providers in arranging for telecommunications services or connections to other equipment separate from those associated with this agreement.

Sincerely,

B. John Shipe  
Executive Vice President  
National Bank of Alaska  
P.O. Box 100600  
Anchorage, Alaska 99510-0600

BJS:

General Communication, Inc. (GCI)  
1996 Call-Off Contract

- 30 -

FINAL  
4/25/96

SCHEDULE 7: CONFIDENTIALITY LETTER

General Communication, Inc. (GCI)  
1996 Call-Off Contract  
15 December 1995

- 31 -

FINAL  
4/25/96

B. John Shipe  
Executive Vice President  
National Bank of Alaska  
P.O. Box 100600  
Anchorage, Alaska 99510-0600

Subject: Confidentiality of Information

Dear John:

During our recent business development and contract negotiations, we discussed many aspects of the business and operations of our companies. Certain

information disclosed is confidential and has consistently been considered and treated by each of us as trade secrets. I refer particularly to information regarding customers, pricing policies, certain telecommunications service equipment, product/service/network development and general business practices associated with our outsourcing business. This information was disclosed for use solely in connection with developing and operating a strategic business relationship between our companies consistent with our Framework Agreement.

I am writing to confirm the understanding which we reached and documented in our Framework Agreement that all involved employees and agents of both companies will not disclose, use for their own benefit, or otherwise appropriate such trade secrets or confidential information, except internally to the extent necessary to conduct our joint business.

If I have correctly expressed our understandings, please sign and date this letter.

General Communication, Inc.

National Bank of Alaska

Richard A. Whitney, Director  
Business Development  
Dated:

B. John Shipe  
Executive Vice President  
Dated:

General Communication, Inc. (GCI) - 32 - FINAL  
1996 Call-Off Contract 4/25/96  
SCHEDULE 8: ADDITIONAL TERMS AND CONDITIONS

General Communication, Inc. (GCI) - 33 - FINAL  
1996 Call-Off Contract 4/25/96  
Per discussion with G. Dalton (12/13/95) the following Framework Agreement Sub-Section 15.2 is amended as follows:

15.2 In 1996, NBA and the Contractor shall in respect of the Services to be provided agree to an overall Target. The Contractor shall provide the Services at a total charge to NBA which shall enable NBA to achieve its expectation of savings. The total charge to NBA, or Target, includes the Contractor's Expected Cost of Operations (CoOE) as defined in Annex A less \*\*\*\*\*.

General Communication, Inc. (GCI) - 34 - FINAL  
1996 Call-Off Contract 4/25/96  
SCHEDULE 9: WAN DEPLOYMENT PROJECT

General Communication, Inc. (GCI) - 35 - FINAL  
1996 Call-Off Contract 4/25/96  
OUT OF SCOPE PROJECT

NAME: WAN Deployment Project  
LENGTH: January 1, 1996 through March 1, 1996  
VALUE: \*\*\*\*\*

#### Overview

Engineer, furnish and install a statewide Branch Wide Area Network (WAN). This network is defined between intelligent wiring hubs located in each Branch or other defined location and the Anchorage Operations Center. The scope of work includes detail design, equipment selection, equipment/materials procurement, project planning, project management, testing, shipping, installation, integration and acceptance.

#### Pricing

Detailed pricing is included on the following pages. Project costs are summarized as follows:

Deliverables (Equipment/materials)	*****
Labor:	*****
Expenses (Travel/Lodging):	*****
TOTAL	*****

#### Terms

Equipment pricing will meet \*\*\*\*\*. All materials and labor will be invoiced at \*\*\*\*\*. Expenses will be invoiced directly. Cable plant installation pricing in Branches is currently being solicited via RFP. It will be billed on

this contract on a \*\*\*\*\* basis once firm pricing has been established.

Contractor will receive a bonus should the total invoiced amount for this project underrun the project budget shown in Pricing. This bonus shall be \*\*\*\*\* of the variance between the total invoiced amount and the project budget.

All invoices will be due and payable on a Net 30 day basis.

General Communication, Inc. (GCI) - 36 - FINAL  
 1996 Call-Off Contract 4/25/96

<TABLE>  
 <CAPTION>

Description	Qty	Unit Price	Total
-----			
--			
<S>	<C>	<C>	<C>
DELIVERABLES:			
NBA Branch Site (41 Category 1 site)			
56/64 DSU/CSU	****	****	****
Cisco 2509 router	****	****	****
Miscellaneous cables, connectors	****	****	****
Code operated matrix switch	****	****	****
Dialup maintenance modem	****	****	****
Dial restoral modem	****	****	****
Equipment rack	****	****	****
Miscellaneous install materials/costs (tywraps, power etc.)	****	****	****
NBA Branch Site (7 category 2 sites)			
56/64 DSU/CSU	****	****	****
Cisco 4000 router	****	****	****
Miscellaneous cables, connectors	****	****	****
Code operated matrix switch	****	****	****
Dialup maintenance modem	****	****	****
Dial restoral modem	****	****	****
Equipment rack	****	****	****
Miscellaneous install materials/costs (tywraps, power etc.)	****	****	****

</TABLE>  
 General Communication, Inc. (GCI) - 37 - FINAL  
 1996 Call-Off Contract 4/25/96

<TABLE>  
 <CAPTION>

Description	Qty	Unit Price	Total
-----			
--			
<S>	<C>	<C>	<C>
NBA Branch Site (2 category 3 sites)			
Cisco 2501 router	****	****	****
Miscellaneous cables, connectors	****	****	****
Code operated matrix switch	****	****	****
Dialup maintenance modem	****	****	****
Dial restoral modem	****	****	****
Equipment rack	****	****	****
Miscellaneous install materials/costs (tywraps, power etc.)	****	****	****
NBA Branch Site (3 category 4 sites)			
Cisco 2509 router	****	****	****
Miscellaneous cables, connectors	****	****	****

Code operated matrix switch	****	****	****
Dialup maintenance modem	****	****	****
Dial restoral modem	****	****	****
Equipment rack	****	****	****
Miscellaneous install materials/costs (tywraps, power etc.)	****	****	****

</TABLE>

General Communication, Inc. (GCI) - 38 - FINAL  
1996 Call-Off Contract 4/25/96

Description	Qty	Unit Price	Total
-----			
<S>	<C>	<C>	<C>
NBA Branch Site (3 category 5 sites)			
Cisco 2501 router	****	****	****
Miscellaneous cables, connectors	****	****	****
Code operated matrix switch	****	****	****
Dialup maintenance modem	****	****	****
Dial restoral modem	****	****	****
Equipment rack	****	****	****
Miscellaneous install materials/costs (tywraps, power etc.)	****	****	****
Anchorage Operation Center			
Cisco 4700 router	****	****	****
Cisco 2512 router (16 async/2TR for dial restoral)	****	****	****
Miscellaneous cables, connectors	****	****	****
Code operated matrix switch	****	****	****
Dialup maintenance modem	****	****	****
Dial restoral modem	****	****	****
Equipment rack	****	****	****
Miscellaneous install materials/costs (tywraps, power etc.)	****	****	****
POS Dial Restoral			
Dial restoral modem	****	****	****
X.25 pad upgrade	****	****	****
X.25 switch upgrade	****	****	****

</TABLE>

General Communication, Inc. (GCI) - 39 - FINAL  
1996 Call-Off Contract 4/25/96

Description	Qty	Unit Price	Total
-----			
<S>	<C>	<C>	<C>
M&I Data Processing Center			
Cisco 4500-M router	****	****	****
Miscellaneous cables, connectors	****	****	****
Code operated matrix switch	****	****	****
Dialup maintenance modem	****	****	****
Equipment rack	****	****	****
Miscellaneous install materials/costs (tywraps, power etc.)	****	****	****

GCI Anchorage (CNCC)

Miscellaneous install materials/costs (tywraps, power etc.)

\*\*\*\*

\*\*\*\*

\*\*\*\*

Spares

Spares @ \*\*\*\*\* of deliverables \*\*\*\*\*

\*\*\*\*

\*\*\*\*

Shipping @ \*\*\*\*\*

\*\*\*\*

\*\*\*\*

</TABLE>

<TABLE>

<CAPTION>

Description

Qty

MH

Rate

Total

--

<S>

<C>

<C>

<C>

<C>

LABOR:

Configure and test

\*\*\*\*

\*\*\*\*

Installation

\*\*\*\*

\*\*\*\*

\*\*\*\*

\*\*\*\*

Installation travel to remote branch

\*\*\*\*

\*\*\*\*

\*\*\*\*

\*\*\*\*

Engineering

\*\*\*\*

\*\*\*\*

\*\*\*\*

\*\*\*\*

Project Management

\*\*\*\*

\*\*\*\*

\*\*\*\*

\*\*\*\*

Clerical

\*\*\*\*

\*\*\*\*

\*\*\*\*

\*\*\*\*

Documentation/CADD

\*\*\*\*

\*\*\*\*

\*\*\*\*

\*\*\*\*

</TABLE>

General Communication, Inc. (GCI)

- 40 -

FINAL

1996 Call-Off Contract

4/25/96

<TABLE>

<CAPTION>

Description

Qty

Unit Price

Total

--

<S>

<C>

<C>

<C>

EXPENSES:

GCI Travel Expenses

Airfare

\*\*\*\*

\*\*\*\*

\*\*\*\*

Mileage

\*\*\*\*

\*\*\*\*

\*\*\*\*

Lodging

\*\*\*\*

\*\*\*\*

\*\*\*\*

Rental Vehicle

\*\*\*\*

\*\*\*\*

\*\*\*\*

Per Diem

\*\*\*\*

\*\*\*\*

\*\*\*\*

Protocol Analyzer (rental for installation) 1 unit for 3 mos.

\*\*\*\*

\*\*\*\*

\*\*\*\*

BER test set (rental for installation) 4 units for 2 mos.

\*\*\*\*

\*\*\*\*

\*\*\*\*

</TABLE>

General Communication, Inc. (GCI)

- 41 -

FINAL

1996 Call-Off Contract

4/25/96

SCHEDULE 10: LONG TERM CONTRACTS

General Communication, Inc. (GCI)

- 42 -

FINAL

1996 Call-Off Contract

4/25/96

<TABLE>

<CAPTION>

Contract Owner

Contract Start Date

Contract Term or Depreciation

Description

Amount

<S>

<C>

<C>

<C>

<C>

\*\*\*\*\*

GCI

1/1/96

Capital

Newbridge Multiplexer Equipment

GCI

1/1/96

5 years

MCI-Hyperstream Frame Relay

TBD

</TABLE>

General Communication, Inc. (GCI)

- 43 -

FINAL

1996 Call-Off Contract

4/25/96





</TABLE>

General Communication, Inc. (GCI) - 2 - FINAL  
1996 Call-Off Contract 4/25/96  
THIS CONTRACT is made the 20th day of December 1995.

BETWEEN

National Bank of Alaska whose registered offices are located at 301 West Northern Lights Blvd., Anchorage, Alaska 99503 (hereafter, "NBA") and General Communication, Inc. (GCI) whose registered offices are located at 2550 Denali St., Suite 1000, Anchorage, Alaska 99503 (hereafter, "The Contractor")

WHEREAS

By a Framework Agreement dated 9 November 1995 entered into between NBA and the Contractor, terms were agreed to whereby the Contractor or an Associated Company of the Contractor would provide or ensure the provision of telecommunication services to be available to NBA and other NBA Associated Companies in substitution for the telecommunication services which were immediately prior to the execution of this Contract either provided from within NBA or acquired from Third Party contractors; NBA now wishes the Contractor to provide the Services and the Contractor is able to provide the Services on the terms set out below in this Contract.

IT IS THEREFORE AGREED as follows:

1. DEFINITIONS

- 1.1. A glossary of Definitions which shall apply to the terms used in this Contract appears as Annex A to the Framework Agreement and shall be deemed to be incorporated in this Contract.
- 1.2. In the event of conflict between this Contract and the Framework Agreement, the order of precedence shall be this Contract and the Framework Agreement.
- 1.3. For the avoidance of any doubt, Services will include all telecommunications and related services described in Schedule 1.

2. STATUS

- 2.1. This Contract may only be modified if such modification is in writing and signed by a duly authorized representative of each Party.
- 2.2. The following documents shall together form part of and shall be read with this Contract and shall represent the entire understanding between the Parties in relation to the subject matter hereof and supersede
  - 2.2.1. The Framework Agreement
  - 2.2.2. The Schedules:
    - Schedule 1 Scope of Work
    - Schedule 2 Service Levels
    - Schedule 3 1996 Expected Cost of Operation (CoOE) and Target
    - Schedule 4 Charges and Billing Information
    - Schedule 5 NBA and Contractor Premises
    - Schedule 6 Agency Letter
    - Schedule 7 Confidentiality Letter
    - Schedule 8 Additional Terms and Conditions
    - Schedule 9 WAN Deployment Project
    - Schedule 10 Long Term Contracts

General Communication, Inc. (GCI) - 3 - FINAL  
1996 Call-Off Contract 4/25/96  
all previous agreements and representations made by either Party, whether oral or written.

3. PROVISION OF SERVICES

The Contractor shall perform the Services in accordance with this Contract.

4. DURATION

The Services shall commence at 0001 hours on 1 January 1996 (Commencement Date) and shall continue until 2400 on 31 December 1996, unless extended by mutual agreement or subject to earlier termination.

5. INVOICES AND PAYMENT

5.1. In consideration of the provision of the Services NBA shall pay to the Contractor the Charges as provided for in Schedule 4.

General Communication, Inc. (GCI)  
Accounts Payable Department  
2550 Denali St.  
Suite 900  
Anchorage, Alaska 99503

Tel: 907-265-5600  
Fax: 907-265-5574  
Contact: Richard A. Whitney  
Director, Business  
Development

General Communication, Inc. (GCI) - 4 - FINAL  
1996 Call-Off Contract 4/25/96

5.2. The Contractor shall render invoices to NBA at the intervals and in the manner specified in Section 21 of the Framework Agreement.

6. MANAGEMENT ORGANIZATION

6.1. The NBA Partner Relations Manager shall be B. John Shipe, Executive Vice President, (907) 265-2860.

6.2. The Contractor Representative shall be Richard A. Whitney, Director, Business Development, (907) 265-5301.

7. NO WAIVER

7.1. Failure by either Party to exercise or enforce any right conferred by the Contract shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any other occasion.

General Communication, Inc. (GCI) - 5 - FINAL  
1996 Call-Off Contract 4/25/96

8. SERVICE OF NOTICE

8.1. Any notice or other document which may be given by either Party under the Contract shall be deemed to have been duly given if left at or sent by pre-paid recorded delivery post or facsimile transmission (confirmed by letter sent by pre-paid recorded delivery post) to each Party's principal or registered office as set out below as an address to which notices, invoices and other documents may be sent:

NBA: National Bank of Alaska (NBA)  
P.O. Box 100600  
Anchorage, Alaska 99510-0600

Tel: 907-265-2860  
Fax: 907-265-2887  
Contact: B. John Shipe  
Executive Vice President

Contractor: General Communication, Inc. (GCI)  
2550 Denali St.  
Suite 1000  
Anchorage, Alaska 99503

Tel: 907-265-5600  
Fax: 907-265-5574  
Contact: Richard A. Whitney,  
Director Business  
Development

8.2. Any such communication shall be deemed to have been made to the other Party four days (4) from the date of posting (if by letter) and if by facsimile transmission on the day of such transmission provided the original of the communication is received by the other Party within 4 days of the date of transmission.

9. FURTHER ASSURANCES

The Contractor and NBA shall use all reasonable endeavors respectively to ensure that any Third Party necessary for the performance of the Services shall do, execute and perform all such further deeds, documents, assurances, acts and things as either of the Parties hereto may reasonably require by notice in writing to any other party to carry the provision of the Contract into full force and effect.

General Communication, Inc. (GCI) - 6 - FINAL  
1996 Call-Off Contract 4/25/96  
10. GOVERNING LAW

This Contract shall, to the extent that any aspect or matter fails to be interpreted, conformed or adjudicated upon by the parties themselves, be dealt with in accordance with the laws of the United States and the State of Alaska. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, such arbitration to take place in Anchorage, Alaska and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof.

11. INVALIDITY

If any term or provision in the Contract shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law, that term or provision or part shall to that extent be deemed not to form part of the Contract and the enforceability of the remainder of the Contract shall not be affected.

12. ADDITIONAL TERMS AND CONDITIONS

Additional terms and conditions to the Framework Agreement terms and to this Contract are set out in Schedule 8.

IN WITNESS WHEREOF the Parties hereto have by duly authorized representatives set their hands the day and year first above written.

for and on behalf of }  
National Bank of Alaska (NBA) }

for and on behalf of }  
General Communication, Inc. (GCI) }

General Communication, Inc. (GCI) - 7 - FINAL  
1996 Call-Off Contract 4/25/96  
SCHEDULE 1: 1996 SCOPE OF WORK

General Communication, Inc. (GCI) - 8 - FINAL  
1996 Call-Off Contract 4/25/96  
1. INTRODUCTION

1.1. General

GCI will provide the services described in this Scope of Work document at all NBA premises shown in Schedule 5. Services will include those associated with NBA's Branch Deployment, LAN upgrades and WAN Deployment as well as operational and management (O&M) services considered routine.

1.2. Assumptions

All on-site work performed will be handled as trouble requests, work requests or projects; centralized network

management and other network services will be delivered pro-actively and will not be documented as one of the above;

Work requests or projects that are required which are extraordinary in terms of their work volume and/or time for completion will be treated as out-of-scope;

2. SCOPE

2.1 Service Transition

2.1.1. Branch Deployment

Provide local coordination for overall Branch LAN/desktop equipment and service installation;

Conduct site-surveys documenting all network and equipment;

Configure and install file server monitoring software, LAN hubs, and Help Desk monitoring platform;

Install Branch LAN infrastructure (UPS, cable plant, hubs);

Coordinate and load configuration of NMS;

Establish installation and configuration standards;

Coordinate asset management;

General Communication, Inc. (GCI)  
1996 Call-Off Contract

- 9 -

FINAL  
4/25/96

Test hubs, routers and servers prior to shipment to Branches;

Install file servers, client desktops and printers in coordination with M&I;

Install necessary Branch dial-up connections;

Integrate equipment and services into CNCC management platform;

Conduct acceptance testing of Branch LAN and desktop infrastructure;

Remove, surplus terminals, printers, controllers and other legacy equipment per NBA instructions;

Coordinate configuration, testing and redeployment of retained client desktops and printers into new e-mail infrastructure;

2.1.2. Upgrade Existing LAN Environments

Conduct site-surveys documenting all network and equipment;

Coordinate purchase, configuration and installation of all upgrade equipment, software and services;

Coordinate asset management;

Integrate equipment/services into CNCC management platform;

Conduct acceptance testing of Branch LAN and desktop infrastructure;

Remove surplus terminals, printers, controllers and other legacy equipment per NBA instructions;

2.1.3. WAN Deployment

Purchase, configure and install router, multiplexer and other WAN equipment which the contractor will provide for the in-state wide area network and the backbone network

General Communication, Inc. (GCI)  
1996 Call-Off Contract

- 10 -

FINAL  
4/25/96

between NBA's facilities in Anchorage, Alaska

and M&I's facilities in Brown Deer, Wisconsin;

Provide, install and test public and private inter-branch data, voice and video services;

Integrate equipment and services into CNCC management platform;

#### 2.1.4. Voice Service Deployment

Analyze existing voice service environment and develop comprehensive implementation plan;

Transition all carrier services;

Modify, as appropriate, all PBX and key system leases;

Consolidate, as appropriate, all LEC and IXC local loop and DAL circuits;

### 2.2 Operation and Management (O&M)

#### 2.2.1. Procurement, Set-up & Installation

Coordinate establishment of desktop computer configuration standards with the NBA Help Desk;

Provide centralized Setup facility for all desktop and server hardware; logistics support for shipment of computer hardware to sites;

Perform or coordinate physical installation of computer hardware on LANs;

Maintain relationships with key vendors and service providers to assure product and service support and continued knowledge of installed equipment, systems and services.

#### 2.2.2. Network Management

Monitor network devices and associated cable plant and circuits; provide status and performance reports as required;

Provide proactive management of network devices to maintain established service levels;

General Communication, Inc. (GCI)  
1996 Call-Off Contract

- 11 -

FINAL  
4/25/96

Provide configuration management of desktop and service hardware; manage and maintain operating system integrity;

Initiate and coordinate change management for the following: (1) desktop, server hardware and operating systems; (2) hubs and other LAN equipment and circuits; (3) routers, multiplexers, modems and other WAN equipment; (4) WAN private line circuits; (5) PBX and Key systems as applicable; (6) long distance services; (7) video conferencing systems and services.

#### 2.2.3. Trouble Requests

Provide necessary resolution and support for desktop hardware, operating system and network connectivity problems;

Provide necessary resolution and support for server hardware, operating system and network connectivity problems;

Respond to and resolve user telephone station equipment and voicemail and feature service problems;

Provide resolution of long distance calling or other service problems;

Provide necessary resolution and support for PBX hardware and service problems.

Provide necessary resolution and support for ATM hardware and service problems.

2.2.4. Work Requests

Move, add, change of all telephone station equipment;

Move, add, change voicemail and features;

Move, add, change of all desktop computer and terminal equipment;

Move, add, change business telephone lines;

Desktop computer hardware installations that exceed user capability;

General Communication, Inc. (GCI)  
1996 Call-Off Contract

- 12 -

FINAL  
4/25/96

2.2.5. Projects

Coordinate and perform telephone systems, LAN/WAN systems projects involving moving facilities and workgroups or service upgrades of an operational basis not categorized as Major Changes;

2.3. Change Management

2.3.1. Tactical Management

Implement outage notification procedures in order to insure coordination between NBA, M&I and all other service providers involving all planned maintenance activity;

Coordinate asset management systems, processes and procedures with NBA to provide complete inventory control of all telecommunications, server and desktop equipment, systems, circuits and software assets;

Develop and maintain documentation for all equipment, system, circuit, network or software configuration, maintenance history, layout, revision level and status;

2.3.2. Strategic Planning

Maintain technical expertise on all currently installed and in-use equipments, systems, circuits, services and advances in technology;

Present telecommunications and desktop support plans, designs, options and technical summaries to NBA for review;

Provide technical consultancy in order to strategically meet all future telecommunications and desktop computing business requirements;

Continuously monitor and evaluate telecommunications technologies relevant to NBA's business requirements; advise NBA on adoption of new technologies;

General Communication, Inc. (GCI)  
1996 Call-Off Contract

- 13 -

FINAL  
4/25/96

SCHEDULE 2: SERVICE LEVELS

General Communication, Inc. (GCI)  
1996 Call-Off Contract

- 14 -

FINAL  
4/25/96

<TABLE>  
I. PROBLEM/WORKFLOW MANAGEMENT  
<CAPTION>

	Immediate	Immediate	1 Hour	4 Hour	24 Hour	NBD
Negotiated						
Task/Activity	Logging	Response	Response	Response	Response	Response



X Large requests X

C. Projects

o All projects  
 0800 - 1800 M - F X  
 X After hours X  
 X Large requests X  
 X

</TABLE>

General Communication, Inc. (GCI) - 16 - FINAL  
 1996 Call-Off Contract 4/25/96

II. NETWORK SERVICES

Network Services	Service Level
On-line Uptime (0600 - 2100 AST); seven days per week	greater than 98% availability
ATM availability	98% availability
Backbone Service availability	99.8% availability
POS availability	98.5% availability
Response Time (In-town)	greater than or equal to 2 seconds
Response Time (Out-of-town)	greater than or equal to 4 seconds

III. SERVICE LEVEL PERFORMANCE CALCULATION

A. Problem/Workflow Management

for: Trouble Reports - TR  
 Work Orders - WO  
 Projects - P  
 Monthly Performance - MP  
 Annual Performance - AP  
 Occurrence greater than or  
 equal to Service Level - N1  
 Occurrences less than Service  
 Level - N2

MPTR =  $(N1 / (N1 + N2)) * 100\%$   
 MPWO =  $(N1 / (N1 + N2)) * 100\%$   
 MPP =  $(N1 / (N1 + N2)) * 100\%$   
 MP =  $(MPTR * MPWO * MPP)$   
 AP =  $(MPJan * MPFeb * MPMar * \dots * MPDec)$

B. Network Services

for: On-line Uptime - UP  
 ATM Availability - ATM  
 Backbone Service Availability - BS  
 POS Availability - POS  
 Monthly Performance - MP  
 Annual Performance - AP  
 # WAN Circuits - Ckts

APUP =  $((525,600 * Ckts) - \text{Outage minutes}) / (525,600 * Ckts) * 100\%$   
 MPATM =  $((43,200 - \text{Outage Minutes}) / 43,200) * 100\%$   
 APBS =  $((525,600 - \text{Outage minutes}) / 525,600) * 100\%$   
 MPPOS =  $((43,200 - \text{Outage Minutes}) / 43,200) * 100\%$

General Communication, Inc. (GCI) - 17 - FINAL  
 1996 Call-Off Contract 4/25/96



- 1. Expected Cost of Operations (CoOE)
  - a. 1995 Annualized Costs \*\*\*\*\*
  - b. 1996 Expected Cost Increases \*\*\*\*\*
  - c. Total (1a + 1b) \*\*\*\*\*
- 2. \*\*\*\*\* Percent of CoOE or Guarantee \*\*\*\*\*
- 3. Target (1c-2) \*\*\*\*\*

Month of

1.	Invoice Summary	Current	YTD
A.	Direct Costs	-----	-----
B.	Margin (Direct Costs)	-----	-----
C.	Sub-contractor Costs	-----	-----
D.	Margin (Sub-contractor Costs)	-----	-----
E.	Network Services		
	i. Network Management	-----	-----
	ii. Long Distance	-----	-----
	iii. Transport	-----	-----
2.	Current Month Detail		
A.	Direct Costs	-----	-----
B.	Margin (Direct Costs)	-----	-----
C.	Sub-contractor Costs	-----	-----
D.	Margin (Sub-contractor Costs)	-----	-----
E.	Network Services		
	i. Network Management	-----	-----
	ii. Long Distance	-----	-----
	iii. Transport	-----	-----

Dimond  
 745 E. Dimond Boulevard  
 Anchorage, AK 99515  
 Manger: Dan Keys  
 (907) 267-5525  
 (907) 267-5466 FAX

Dimond Mall  
 800 E. Dimond Boulevard  
 Suite 116  
 Anchorage, AK 99515  
 Manager: Pam Sievers  
 (907) 267-5505

(907) 267-5383 FAX

Fifth Avenue  
630 E. Fifth Avenue  
Anchorage, AK 99501  
Manager: Judy Ferguson  
(907) 263-2501  
(907) 263-2514 FAX

510 L Street  
Anchorage, AK 99501  
Supervisor: Frances Pitts  
(907) 263-2565  
(907) 263-2521 FAX

Fourth Avenue  
446 W. Fourth Avenue  
  
Anchorage, AK 99501  
Manager: Karina Simmers  
(907) 265-2734  
(907) 265-2039 FAX

Frontier  
7731 E. Northern Lights  
Boulevard  
Anchorage, AK 99504  
Supervisor: Judy Butchart  
(907) 265-2060  
(907) 265-2067 FAX

Huffman  
1351 E. Huffman Road  
  
Anchorage, AK 99516  
Manager: Amy Penrose  
(907) 267-5301  
(907) 267-5546 FAX

Main Office  
301 W. Northern Lights  
Boulevard  
Anchorage, AK 99503  
Manager: Bob Tannahill  
(907) 265-2809  
(907) 265-2043 FAX

Minnesota-Benson  
1500 West Benson Boulevard  
Anchorage, AK 99515  
Manager: Jenny McClure  
(907) 257-3200  
(907) 257-3218 FAX

Northway Mall  
3101 Penland Parkway  
Anchorage, AK 99508  
Manager: Liza Dzurovcin  
(907) 263-2590  
(907) 265-2996 FAX

General Communication, Inc. (GCI)  
1996 Call-Off Contract  
Russian Jack  
5700 DeBarr Road  
Anchorage, AK 99504  
Manager: Nancy Gillies  
(907) 263-2574  
(907) 263-2531 FAX

- 23 -

FINAL  
4/25/96

Sand Lake  
6961 Jewel Lake Road  
Anchorage, AK 99502  
Manager: Sarah Kipp  
(907) 267-5420  
(907) 267-5426 FAX

Sears Mall  
600 E. Northern Lights Boulevard  
Anchorage, AK 99503  
Manager: Kathy Hagedorn  
(907) 263-2533  
(907) 263-2539 FAX

Spenard  
2709 Spenard Road  
Anchorage, AK 99509  
Manager: Mary Webb  
(907) 263-2541  
(907) 265-2023 FAX

FAIRBANKS

Bentley  
32 College Road  
Fairbanks, AK 99701  
Manager: Jami Spears  
(907) 459-4363  
(907) 459-4366 FAX

College  
794 University Avenue  
Fairbanks, AK 99707  
Manager: Vicki Kennebec  
(907) 474-4101  
(907) 474-4130 FAX

Cushman  
613 Cushman Road  
Fairbanks, AK 99701  
Manager: Debbie Kimmell  
(907) 459-4318  
(907) 459-4346 FAX

Gaffney  
620 Gaffney Road  
Fairbanks, AK 99706  
Manager: Robin Ridington  
(907) 459-4373  
(907) 459-4344 FAX

North Pole  
381 Santa Claus Lane South  
North Pole, AK 99705  
Manager: Oscar Calvillo  
(907) 488-7507  
(907) 488-5678 FAX

General Communication, Inc. (GCI)  
1996 Call-Off Contract  
OTHER BRANCHES

- 24 -

FINAL  
4/25/96

Barrow  
1078 Kiogak Street  
  
Barrow, AK 99723  
Manager: Joe Everhart  
(907) 852-6200  
(907) 852-3426 FAX

Bethel  
Bethel Native Corporation  
Building  
460 Ridgecrest  
Bethel, AK 99559  
Manager: Carolyn Walters  
(907) 543-3875  
(907) 543-2125 FAX

Cordova

Cottonwood Creek Mall

515 Main Street  
Cordova, AK 99574  
Manager: Jon Stavig  
(907) 424-3258  
(907) 424-5758 FAX

1701 Parks Highway  
Wasilla, AK 99654  
Manager: Michelle Rodekohr  
(907) 376-6797  
(907) 373-0252 FAX

Delta  
Mile 166, Richardson Highway  
Delta Junction, AK 99737  
Manager: Dave Durham  
(907) 895-4691  
(907) 895-1927 FAX

Dillingham  
512 Seward Street  
Dillingham, AK 99576  
Manager: Julie Woodworth  
(907) 842-5284  
(907) 842-2450 FAX

Eagle River  
16600 Centerfield Drive  
Eagle River, AK 99577  
Manager: Mark Underwood  
(907) 694-3129  
(907) 694-1435 FAX

Glacier Valley  
9150 Glacier Highway  
Juneau, AK 99801  
Manager: Deborah Zenger  
(907) 789-9550  
(907) 789-4220 FAX

Glennallen  
Mile 187.5 Glenn Highway  
Glennallen, AK 99588  
Manager: Darby Hobson  
(907) 822-3214  
(907) 822-3288 FAX

Homer  
203 W. Pioneer Avenue  
Homer, AK 99603  
Manager: John Hoyt  
(907) 235-8151  
(907) 235-6181 FAX

General Communication, Inc. (GCI)  
1996 Call-Off Contract  
Juneau  
123 Seward Street  
Juneau, AK 99801  
Manager: Roy Kyle  
(907) 586-3324  
(907) 586-3997 FAX

- 25 -

FINAL  
4/25/96

Kenai  
11216 Kenai Spur Highway  
Kenai, AK 99611  
Manager: Ron Linegar  
(907) 283-7581  
(907) 283-4082 FAX

Ketchikan  
306 Main Street  
Ketchikan, AK 99901  
Manager: John Scoblic  
(907) 225-2184  
(907) 225-1022 FAX

King Salmon  
#1 King Salmon Mall  
King Salmon, AK 99613  
Manager: Bernard Brown  
(907) 246-3306  
(907) 246-3027 FAX

Kodiak  
202 Marine Way  
Kodiak, AK 99615  
Manager: Jim Brenner  
(907) 486-3126  
(907) 486-5879 FAX

Kotzebue  
Lagoon Street and Second  
Kotzebue, AK 99752  
Manager: Alex Navarro  
(907) 442-3257  
(907) 442-2157 FAX

Lake Street Branch  
4014 Lake Street  
Homer, AK 99603-7682  
Supervisor: Mary Covey  
(907) 235-2444  
(907) 235-5272 FAX

Metlakatla  
Milton Street  
Metlakatla, AK 99926  
Manager: Charlene Brendible  
(907) 886-6363  
(907) 886-5063 FAX

Mill Bay Branch  
2645 Mill Bay Road  
Kodiak, AK 99615  
Manager: Josie Barber  
(907) 486-6900  
(907) 486-2586 FAX

Nome  
250 E. Front Street  
Nome, AK 99762  
Manager: Mitch Erickson  
(907) 443-2223  
(907) 443-2742 FAX

Palmer  
705 South Bailey  
Palmer, AK 99645  
Manager: Taka Tsukada  
(907) 745-2161  
(907) 745-6059 FAX

Petersburg  
201 N. Nordic Drive  
Petersburg, AK 99833  
Manager: Bond Stewart  
(907) 772-3833  
(907) 772-4881 FAX

General Communication, Inc. (GCI)  
1996 Call-Off Contract  
Prince of Wales  
1330 Craig Klawock Highway  
Craig, AK 99921  
Manager: Kurt Mattle  
(907) 826-3040  
(907) 3044 FAX

- 26 -

FINAL  
4/25/96

Seattle  
One Union Square  
600 University Street, #3420  
Seattle, WA 98101  
Manager: Fred Richard  
(206) 621-9464  
(206) 622-9488 FAX

Seward  
908 Third Avenue  
Seward, AK 99664  
Manager: Lori Draper

Shoreline  
4966 N. Tongass Highway  
Ketchikan, AK 99901  
Manager: Piere Kaptanian

(907) 224-2220  
(907) 224-3711 FAX

Sitka  
300 Lincoln Street  
Sitka, AK 99835  
Manager: Greg West  
(907) 747-3226  
(907) 747-8081 FAX

Soldotna  
44552 Sterling Highway  
Soldotna, AK 99669  
Manager: Kurt Eriksson  
(907) 262-4435  
(907) 262-5114 FAX

Valdez  
337 Egan Drive  
Valdez, AK 99686  
Manager: Jacquelyn Robb  
(907) 835-4745  
(907) 835-5762 FAX

Wrangell  
115 Front Street  
Wrangell, AK 99929  
Manager: Tom Saville  
(907) 874-3341  
(907) 874-3294 FAX

General Communication, Inc. (GCI)  
1996 Call-Off Contract  
OTHER LOCATIONS

Southeast Mortgage  
9211 Lee Smith Drive  
Juneau, AK 99803  
Manager: Karen King  
(907) 789-7071  
(907) 789-7552 FAX

Northland Credit (3174)  
201 Old Steese Highway, Suite 1  
Fairbanks, AK 99701  
Manager: Jim Carter  
(907) 456-5263  
(907) 456-3677 FAX

Northland Credit (Dial-in Email)  
Unknown at this time, open in 1996  
Juneau, AK 99803  
Manager:  
(907) xxx-xxxx  
(907) xxx-xxxx FAX

Northland Mortgage (Dial-in Email)  
16331 Heritage Place, #100  
Eagle River, AK 99577  
Manager: Trish Kastner  
(907) 694-7872  
(907) 694-7292 FAX

Northland Mortgage (Dial-in Email)  
35551 Kenai Spur Highway  
Soldotna, AK 99669  
Manager: Sherri Rose-Jones  
(907) 262-3940  
(907) 262-4087 FAX

Northland Mortgage (Dial-in Email)  
701 S. Bailey, Suite 200  
Palmer, AK 99645  
Manager: Annie Davenport  
(907) 746-7821  
(907) 746-7825 FAX

General Communication, Inc. (GCI)  
1996 Call-Off Contract

(907) 247-7878  
(907) 225-6868 FAX

Skagway  
6th & Broadway  
Skagway, AK 99840  
Manager: Kelly Roper  
(907) 983-2265  
(907) 983-2128 FAX

Tongass  
2415 Tongass Avenue  
Ketchikan, AK 99901  
Manager: Lori Freeman  
(907) 225-4141  
(907) 225-0218 FAX

Wasilla  
581 W. Parks Highway  
Wasilla, AK 99687  
Manager: Jim Reaves  
(907) 376-5355  
(907) 376-0298

- 27 -

FINAL  
4/25/96

Northland Credit (3174)  
3030 Denali Street  
Anchorage, AK 99503  
Manager: John Higgins  
(907) 562-0266  
(907) 562-2150 FAX

Northland Credit  
(Dial-in Email)  
1700 E. Parks Highway,  
Suite 100  
Wasilla, AK 99654  
Manager: Larry Timmons  
(907) 376-7600  
(907) 376-7557 FAX

Northland Mortgage  
(Dial-in Email)  
2605 Denali Street  
Anchorage, AK 99503  
Manager: Don Shepherd  
(907) 274-5150  
(907) 277-4081 FAX

Northland Mortgage  
(Dial-in Email)  
522 Third Street  
Fairbanks, AK 99701  
Manager: Liz Rhow  
(907) 452-5007  
(907) 452-6005 FAX

Northland Mortgage  
(Dial-in Email)  
951 E. Bogard Road, Suite 101  
Wasilla, AK 99701  
Manager: Lynn Berry  
(907) 376-2308  
(907) 376-0206 FAX

- 28 -

FINAL  
4/25/96

General Communication, Inc. (GCI)  
1996 Call-Off Contract  
20 December 1996

- 29 -

FINAL  
4/25/96

Richard A. Whitney  
Director, Business Development  
General Communication, Inc. (GCI)  
2550 Denali St., Suite 1000  
Anchorage, AK. 99503

Subject: Telecommunications Letter of Agency

Dear Richard:

National Bank of Alaska (NBA) hereby appoints GCI as its agent for the limited purpose of ordering, implementing and maintaining telecommunications services provided by any contractor, local exchange carrier, interexchange carrier, or enhanced/alternate service provider as may be necessary for GCI to manage/provide telecommunications services to NBA.

This agency relationship shall remain in effect until modified or revoked by NBA in writing. When GCI acts as agent, GCI is responsible, on behalf of NBA, for all such charges, including without limitation monthly charges, usage charges, installation charges, or applicable termination charges of the providers of telecommunications facilities, whether these charges are arranged to be billed directly to NBA or to GCI.

Neither NBA nor GCI shall be precluded by this appointment from dealing with carriers or providers in arranging for telecommunications services or connections to other equipment separate from those associated with this agreement.

Sincerely,

B. John Shipe  
Executive Vice President  
National Bank of Alaska  
P.O. Box 100600  
Anchorage, Alaska 99510-0600

BJS:

General Communication, Inc. (GCI)  
1996 Call-Off Contract

- 30 -

FINAL  
4/25/96

SCHEDULE 7: CONFIDENTIALITY LETTER

General Communication, Inc. (GCI)  
1996 Call-Off Contract  
15 December 1995

- 31 -

FINAL  
4/25/96

B. John Shipe  
Executive Vice President  
National Bank of Alaska  
P.O. Box 100600  
Anchorage, Alaska 99510-0600

Subject: Confidentiality of Information

Dear John:

During our recent business development and contract negotiations, we discussed many aspects of the business and operations of our companies. Certain

information disclosed is confidential and has consistently been considered and treated by each of us as trade secrets. I refer particularly to information regarding customers, pricing policies, certain telecommunications service equipment, product/service/network development and general business practices associated with our outsourcing business. This information was disclosed for use solely in connection with developing and operating a strategic business relationship between our companies consistent with our Framework Agreement.

I am writing to confirm the understanding which we reached and documented in our Framework Agreement that all involved employees and agents of both companies will not disclose, use for their own benefit, or otherwise appropriate such trade secrets or confidential information, except internally to the extent necessary to conduct our joint business.

If I have correctly expressed our understandings, please sign and date this letter.

General Communication, Inc.

National Bank of Alaska

Richard A. Whitney, Director  
Business Development  
Dated:

B. John Shipe  
Executive Vice President  
Dated:

General Communication, Inc. (GCI) - 32 - FINAL  
1996 Call-Off Contract 4/25/96  
SCHEDULE 8: ADDITIONAL TERMS AND CONDITIONS

General Communication, Inc. (GCI) - 33 - FINAL  
1996 Call-Off Contract 4/25/96  
Per discussion with G. Dalton (12/13/95) the following Framework Agreement Sub-Section 15.2 is amended as follows:

15.2 In 1996, NBA and the Contractor shall in respect of the Services to be provided agree to an overall Target. The Contractor shall provide the Services at a total charge to NBA which shall enable NBA to achieve its expectation of savings. The total charge to NBA, or Target, includes the Contractor's Expected Cost of Operations (CoOE) as defined in Annex A less \*\*\*\*\*.

General Communication, Inc. (GCI) - 34 - FINAL  
1996 Call-Off Contract 4/25/96  
SCHEDULE 9: WAN DEPLOYMENT PROJECT

General Communication, Inc. (GCI) - 35 - FINAL  
1996 Call-Off Contract 4/25/96  
OUT OF SCOPE PROJECT

NAME: WAN Deployment Project  
LENGTH: January 1, 1996 through March 1, 1996  
VALUE: \*\*\*\*\*

#### Overview

Engineer, furnish and install a statewide Branch Wide Area Network (WAN). This network is defined between intelligent wiring hubs located in each Branch or other defined location and the Anchorage Operations Center. The scope of work includes detail design, equipment selection, equipment/materials procurement, project planning, project management, testing, shipping, installation, integration and acceptance.

#### Pricing

Detailed pricing is included on the following pages. Project costs are summarized as follows:

Deliverables (Equipment/materials)	*****
Labor:	*****
Expenses (Travel/Lodging):	*****
TOTAL	*****

#### Terms

Equipment pricing will meet \*\*\*\*\*. All materials and labor will be invoiced at \*\*\*\*\*. Expenses will be invoiced directly. Cable plant installation pricing in Branches is currently being solicited via RFP. It will be billed on

this contract on a \*\*\*\*\* basis once firm pricing has been established.

Contractor will receive a bonus should the total invoiced amount for this project underrun the project budget shown in Pricing. This bonus shall be \*\*\*\*\* of the variance between the total invoiced amount and the project budget.

All invoices will be due and payable on a Net 30 day basis.

General Communication, Inc. (GCI) - 36 - FINAL  
 1996 Call-Off Contract 4/25/96

Description	Qty	Unit Price	Total
-----			
--			
<S>	<C>	<C>	<C>
DELIVERABLES:			
NBA Branch Site (41 Category 1 site)			
56/64 DSU/CSU	****	****	****
Cisco 2509 router	****	****	****
Miscellaneous cables, connectors	****	****	****
Code operated matrix switch	****	****	****
Dialup maintenance modem	****	****	****
Dial restoral modem	****	****	****
Equipment rack	****	****	****
Miscellaneous install materials/costs (tywraps, power etc.)	****	****	****
NBA Branch Site (7 category 2 sites)			
56/64 DSU/CSU	****	****	****
Cisco 4000 router	****	****	****
Miscellaneous cables, connectors	****	****	****
Code operated matrix switch	****	****	****
Dialup maintenance modem	****	****	****
Dial restoral modem	****	****	****
Equipment rack	****	****	****
Miscellaneous install materials/costs (tywraps, power etc.)	****	****	****

</TABLE>  
 General Communication, Inc. (GCI) - 37 - FINAL  
 1996 Call-Off Contract 4/25/96

Description	Qty	Unit Price	Total
-----			
--			
<S>	<C>	<C>	<C>
NBA Branch Site (2 category 3 sites)			
Cisco 2501 router	****	****	****
Miscellaneous cables, connectors	****	****	****
Code operated matrix switch	****	****	****
Dialup maintenance modem	****	****	****
Dial restoral modem	****	****	****
Equipment rack	****	****	****
Miscellaneous install materials/costs (tywraps, power etc.)	****	****	****
NBA Branch Site (3 category 4 sites)			
Cisco 2509 router	****	****	****
Miscellaneous cables, connectors	****	****	****





GCI Anchorage (CNCC)

Miscellaneous install materials/costs (tywraps, power etc.)

\*\*\*\*

\*\*\*\*

\*\*\*\*

Spares

Spares @ \*\*\*\*\* of deliverables \*\*\*\*\*

\*\*\*\*

\*\*\*\*

Shipping @ \*\*\*\*\*

\*\*\*\*

\*\*\*\*

</TABLE>

<TABLE>

<CAPTION>

Description

Qty

MH

Rate

Total

-----

--

<S>

<C>

<C>

<C>

<C>

LABOR:

Configure and test

\*\*\*\*

\*\*\*\*

Installation

\*\*\*\*

\*\*\*\*

\*\*\*\*

\*\*\*\*

Installation travel to remote branch

\*\*\*\*

\*\*\*\*

\*\*\*\*

\*\*\*\*

Engineering

\*\*\*\*

\*\*\*\*

\*\*\*\*

\*\*\*\*

Project Management

\*\*\*\*

\*\*\*\*

\*\*\*\*

\*\*\*\*

Clerical

\*\*\*\*

\*\*\*\*

\*\*\*\*

\*\*\*\*

Documentation/CADD

\*\*\*\*

\*\*\*\*

\*\*\*\*

\*\*\*\*

</TABLE>

General Communication, Inc. (GCI)

- 40 -

FINAL

1996 Call-Off Contract

4/25/96

<TABLE>

<CAPTION>

Description

Qty

Unit Price

Total

-----

--

<S>

<C>

<C>

<C>

EXPENSES:

GCI Travel Expenses

Airfare

\*\*\*\*

\*\*\*\*

\*\*\*\*

Mileage

\*\*\*\*

\*\*\*\*

\*\*\*\*

Lodging

\*\*\*\*

\*\*\*\*

\*\*\*\*

Rental Vehicle

\*\*\*\*

\*\*\*\*

\*\*\*\*

Per Diem

\*\*\*\*

\*\*\*\*

\*\*\*\*

Protocol Analyzer (rental for installation) 1 unit for 3 mos.

\*\*\*\*

\*\*\*\*

\*\*\*\*

BER test set (rental for installation) 4 units for 2 mos.

\*\*\*\*

\*\*\*\*

\*\*\*\*

</TABLE>

General Communication, Inc. (GCI)

- 41 -

FINAL

1996 Call-Off Contract

4/25/96

SCHEDULE 10: LONG TERM CONTRACTS

General Communication, Inc. (GCI)

- 42 -

FINAL

1996 Call-Off Contract

4/25/96

<TABLE>

<CAPTION>

Contract  
Owner

Contract  
Start Date

Contract Term  
or  
Depreciation

Description

Amount

-----

<S>

<C>

<C>

<C>

<C>

\*\*\*\*\*

GCI

1/1/96

Capital

Newbridge Multiplexer Equipment

GCI

1/1/96

5 years

MCI-Hyperstream Frame Relay

TBD

</TABLE>

General Communication, Inc. (GCI)

- 43 -

FINAL

1996 Call-Off Contract

4/25/96