

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Schedule 13D

Under the Securities Exchange Act of 1934
(Amendment No. 2)*

General Communication, Inc.
(Name of Issuer)

Class B Common Stock, no par value

(Title of Class of Securities)

369385 20 8

(CUSIP Number)

Stephen M. Brett, Esq., Executive Vice President and General Counsel,
Tele-Communications, Inc.
Terrace Tower II, 5619 DTC Parkway, Englewood, CO 80111, (303-267-5500)
(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

October 31, 1996

(Date of Event which Requires Filing
of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(b) (3) or (4), check the following box: ☐.

Check the following box if a fee is being paid with this statement ☐. (A fee is not required only if the reporting person: (1) has a previous statement on file reporting beneficial ownership of more than five percent of the class of securities described in Item 1; and (2) has filed no amendment subsequent thereto reporting beneficial ownership of less than five percent of such class.) (See Rule 13d-7.)

Note: Six copies of this statement, including all exhibits, should be filed with the Commission. See Rule 13d-1(a) for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

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

Exhibit Index is on Page 13

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(1) Names of Reporting Persons S.S. or I.R.S.
Identification Nos. of Above Persons

TELE-COMMUNICATIONS, INC.
84 - 1260157

(2) Check the Appropriate Box if a Member of a Group
(a) ☐
(b) ☒ [X]

(3) SEC Use Only

(4) Source of Funds
AF

(5) Check if Disclosure of Legal Proceedings is Required
Pursuant to Items 2(d) or 2(e)
[]

(6) Citizenship or Place of Organization
Delaware

Number of	(7)	Sole Voting Power	590,043 Shares
Shares Bene-			
ficially	(8)	Shared Voting Power	0 Shares
Owned by			
Each Report-	(9)	Sole Dispositive Power	590,043 Shares
ing Person			
With	(10)	Shared Dispositive Power	0 Shares

(11) Aggregate Amount Beneficially Owned by Each
Reporting Person

590,043 Shares

(12) Check if the Aggregate Amount in Row (11) Excludes
Certain Shares []

(13) Percent of Class Represented by Amount in Row (11)

14.5%

(14) Type of Reporting Person

HC, CO

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SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D
(Amendment No. 2)

Statement of

TELE-COMMUNICATIONS, INC.

Pursuant to Section 13(d) of the
Securities Exchange Act of 1934

in respect of

GENERAL COMMUNICATION, INC.
(Commission File No. 0-15279)

ITEM 1. Security and Issuer

Tele-Communications, Inc., a Delaware corporation ("TCI"), hereby amends and supplements its Statement on Schedule 13D (the "Statement"), with respect to the Class B Common Stock, no par value (the "Class B Common Stock"), of General Communication, Inc., an Alaska corporation ("GCI"). GCI's principal executive offices are located at 2550 Denali Street, Suite 1000, Anchorage, Alaska 95503. Pursuant to Rule 13d-2(c) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), this Amendment No. 2 also restates the Statement and each subsequent amendment.

ITEM 2. Identity and Background

This Amendment No. 2 is being filed by TCI whose principal business address is 5619 DTC Parkway, Englewood, Colorado 80111.

TCI, through its subsidiaries and affiliates, is principally engaged in the construction, acquisition, ownership, and operation of cable television systems and the provision of satellite-delivered video entertainment, information and home shopping programming services to various video distribution media, principally cable television systems. TCI also has investments in cable and telecommunications operations and television programming in certain international markets as well as investments in companies and joint ventures involved in developing and providing programming for new television and telecommunications technologies. TCI is a Delaware corporation and was incorporated in 1994. TCI Communications, Inc. ("TCIC"), a majority owned subsidiary of TCI, and its predecessors have been engaged in the cable television business since the early 1950's. Prior to August 1994, TCI was named TCI/Liberty Holding Company and TCIC was named Tele-Communications, Inc.

Schedule 1 attached to this Amendment No. 2 to the Statement contains the following information concerning each director, executive officer or controlling person of TCI: (i) name and residence or business address, (ii) principal occupation or employment; and (iii) the name, principal business and address of

any corporation or other organization in which such employment is conducted. Schedule 1 is incorporated herein by reference and replaces the Schedule previously filed with the Statement.

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To the knowledge of TCI, each of the persons named on Schedule 1 (the "Schedule 1 Persons") is a United States citizen. During the last five years, neither TCI nor any of the Schedule 1 Persons (to the knowledge of TCI) has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors). During the last five years, neither TCI nor any of the Schedule 1 Persons (to the knowledge of TCI) has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and, as a result of such proceeding, is or was subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

August 1994 Business Combination

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On August 4, 1994, at Special Meetings of Stockholders of TCIC and Liberty Media Corporation ("LMC"), there was approved and adopted an Agreement and Plan of Merger, dated as of January 27, 1994, as amended, which provided for, among other things, the business combination of TCIC and LMC resulting in the companies becoming wholly owned subsidiaries of TCI (the "Business Combination"). The Business Combination became effective on August 4, 1994 upon certain filings with state authorities. Upon the effectiveness of the Business Combination, TCI became the indirect beneficial owner of all of the Class B Common Stock owned by TCIC.

The foregoing summary of the Business Combination is qualified in its entirety by reference to the complete terms, provisions and conditions thereof set forth in the Proxy Statement of LMC and TCIC and the Prospectus of TCI filed on June 23, 1994 (the "Proxy Statement/Prospectus") by such parties as part of Registration Statement on Form S-4 (No. 33-54263). The Registration Statement and Proxy Statement/Prospectus were incorporated herein by reference and were so filed herewith as Exhibit A in the original Schedule 13D.

ITEM 3. Source and Amount of Funds or Other Consideration

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TCI currently beneficially owns, directly and through certain of its subsidiaries, 590,043 shares of the Class B Common Stock. The Class B Common Stock was acquired in the Business Combination. In addition, a subsidiary of TCI, by virtue of the execution of a Voting Agreement, dated as of October 31, 1996 (described more fully below), may be deemed to be the beneficial owner of the Class A Common Stock of GCI (the "Class A Common Stock") and the Class B Common Stock owned by the other parties to such Voting Agreement. In the aggregate, TCI and the other

parties to the Voting Agreement beneficially own 23,160,664 shares of the Class A Common Stock and the Class B Common Stock (including convertible securities). TCI expressly disclaims beneficial ownership of such shares owned by the other parties to the Voting Agreement other than for the limited purposes set forth in the Voting Agreement.

Acquisition Pursuant to the Business Combination

In connection with the Business Combination described in Item 2 above, TCI acquired indirect beneficial ownership of 590,043 shares of the Class B Common Stock. The consideration for the acquisition of such Class B Common Stock was the consideration given in the Business Combination which is described in the Proxy Statement/Prospectus under the heading "THE MERGER AGREEMENT -- Consideration to be Received in the Mergers".

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The Voting Agreement

The following summary of the Voting Agreement is qualified in its entirety by reference to the complete terms, provisions and conditions of the Voting Agreement, a copy of which is attached hereto as Exhibit B.

An indirect subsidiary of TCI is a party to a Voting Agreement, dated as of October 31, 1996 (the "Voting Agreement"), with the following persons (collectively, the "Voting Agreement Parties"): (i) Prime Growth Partners, L.P., a Delaware limited partnership ("Prime Growth"), (ii) Prime Venture I Holdings, L.P. ("Prime Holdings"); (iii) Prime Cable Limited Partnership, a Delaware limited partnership ("PCLP"), (iv) Prime Venture II, L.P., a Delaware limited partnership ("PVII"), (v) Prime II Management, L.P., a Delaware limited partnership ("PIIM"), (vi) Austin Ventures, L.P. ("AVLP"), (vii) William Blair Venture Partners III Limited Partnership ("Blair"), (viii) Centennial Fund III, L.P. ("Centennial"), (ix) BancBoston Capital, Inc. ("BBCI"), (x) First Chicago Investment Corporation ("First Chicago"), (xi) Madison Dearborn Partners V ("MDP"), (xii) MCI Telecommunications Corporation ("MCI") (xiii) Ronald A. Duncan, and (xiv) Robert M. Walp. The following persons are hereinafter defined as the "Prime Group": Prime Growth, Prime Holdings, PVII, PCLP, PIIM, AVLP, Blair, Centennial, BBCI, First Chicago and MDP.

The Voting Agreement governs the voting of the Class B Common Stock and the Class A Common Stock owned by the Voting Agreement Parties. The Class B Common Stock owned by certain of the Voting Agreement Parties is convertible on a share for share basis into Class A Common Stock at any time at the option of the owner of the Class B Common Stock. In addition, the Class B Common Stock receives 10 votes per share in voting on most matters and votes as a single class with the Class A Common Stock.

The Voting Agreement requires the Voting Agreement Parties, to the full extent possible, to cause the full membership of the GCI board of directors to be maintained at not less than eight directors. The Voting Agreement provides that all of the shares subject to the Voting Agreement will be voted as one block for so long as the full membership on the GCI board is a least eight and will be voted for the election to the GCI board of individuals recommended by the Voting Agreement Parties. The allocation of recommendations for positions on the GCI board made by the Voting Agreement Parties is as follows: (i) for recommendations from MCI, two nominees, (ii) for recommendations from Messrs. Duncan and Walp, one nominee each, (iii) for recommendations from TCI, two nominees, and (iv) for recommendations from the Prime Group (through PIIM), two nominees (except as provided in the next sentence). To have the right to nominate two nominees to the GCI board, the Prime Group must satisfy the following conditions: (i) the Prime Group (and their distributees who agree in writing to be bound by the terms of the Voting Agreement) collectively own at least 10% of the then issued and outstanding shares of Class A Common Stock and (ii) the management agreement entered into between PIIM and the Company ("Prime Management Agreement") is in full force and effect. However, if either of these conditions pertaining to the

Prime Group is not satisfied, then the Prime Group (and their distributees who elect in writing to be bound thereby) are to be entitled to recommend only one nominee. If neither of these conditions pertaining to the Prime Group are met, the Prime Group shall not be entitled to recommend any nominee pursuant to the terms of the Voting Agreement.

The shares of the Class A and Class B Common Stock subject to the Voting Agreement are to be voted as one block, to the extent possible, to cause the full membership of the GCI board to be maintained at not less than eight members. Furthermore, under the Voting Agreement, the shares of Class A Common Stock and the Class B Common Stock subject to the Voting Agreement are to be voted on other matters to which the Voting Agreement Parties have unanimously agreed.

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As a result of the execution of the Voting Agreement and the joint voting requirements, the Voting Agreement Parties may be deemed to be collectively the beneficial owner of the aggregate of all of the Class A Common Stock and Class B Common Stock owned by the Voting Agreement Parties. Notwithstanding the foregoing, TCI expressly disclaims beneficial ownership of the shares of Class A Common Stock and Class B Common Stock beneficially owned by the other Voting Group Parties, except for the limited purposes of voting as provided in the Voting Agreement.

The stated term of the Voting Agreement is through the completion of the annual shareholder meeting of GCI to take place in June 2001 or until there remains only one party to the Voting Agreement, whichever first occurs. However, the Voting Agreement Parties may extend the term of the Voting Agreement but only upon unanimous vote and written amendment to the Voting Agreement. Any Voting Agreement Party (other than a member of the Prime Group and their distributees who elect in writing to be bound thereby) will be subject to the Voting Agreement until such Voting Agreement Party disposes of more than 25% of the votes represented by such Voting Agreement Party's holdings of Class A or Class B Common Stock, subject to the terms and conditions of the Voting Agreement. Notwithstanding the foregoing, each Voting Agreement Party must remain a party as to voting for nominees to the GCI board recommended by the Prime Group and to maintain at least eight members of the GCI board only for so long as either the Prime Group (and their distributees who agree in writing to be bound by the terms of the Voting Agreement) collectively own at least 10% of the then issued and outstanding shares of Class A Common Stock or the Prime Management Agreement is in effect.

The Voting Agreement commenced effectiveness as of October 31, 1996. With the execution of the Voting Agreement, it is contemplated that the GCI board will take such action as necessary to cause its size to increase from the present seven members to nine members, and the portion of the Prime Group who are also Voting Agreement Parties will thereafter present its nominees for two positions on the GCI board through their designated agent, PIIM.

The Voting Agreement replaces the previously existing voting agreement, dated as of March 31, 1993, among the following parties: (i) MCI, (ii) TCI, (iii) Mr. Duncan, and (iv) Mr. Walp.

No additional consideration was paid in connection with entering into the Voting Agreement.

ITEM 4. Purpose of Transaction

Except as otherwise described herein, neither TCI nor, to the best of its knowledge, any of its executive officers, directors or controlling persons, have any present plans or proposals which relate to or would result in: (i) any acquisition by any person of additional securities of GCI, or any disposition of securities of GCI; (ii) any extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving GCI or any of its subsidiaries; (iii) any sale or transfer of a material amount of assets of GCI or any of its subsidiaries; (iv) any change in the present board of directors or management of GCI, including any plans or proposals

to change the number or term of directors or to fill any existing vacancies on the board; (v) any material change in the present capitalization or dividend policy of GCI; (vi) any other material change in GCI's business or corporate structure; (vii) any changes in GCI's charter, by-laws, or other instruments corresponding thereto or other actions which may impede the acquisition of control of GCI by any person; (viii) any delisting from a national securities exchange or any loss of authorization for quotation in an inter-dealer quotation system of a registered national securities association of a class of securities of GCI; (ix) any termination of registration pursuant to section 12(g)(4) of the Exchange Act of a class of equity securities of GCI; or (x) any action similar to any of those enumerated above.

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Notwithstanding the foregoing paragraph, TCI may determine to change its investment intent with respect to GCI at any time in the future. In reaching any conclusion as to its future course of action, TCI will take into consideration various factors, such as GCI's business and prospects, other developments concerning GCI, other business opportunities available to TCI, developments with respect to the business of TCI, and general economic and stock market conditions, including, but not limited to, the market price of the Class A or Class B Common Stock of GCI. TCI reserves the right, depending on other relevant factors, to acquire additional shares of the Class A or Class B Common Stock of GCI in open market or privately negotiated transactions, to dispose of all or a portion of its holdings of shares of the Class B Common Stock of GCI or to change its intention with respect to any or all of the matters referred to in this Item.

ITEM 5. Interest in Securities of the Issuer

(a) TCI presently beneficially owns 590,043 shares of the Class B Common Stock. The 590,043 shares of the Class B Common Stock beneficially owned by TCI represent 14.5% of the 4,082,035 shares of the Class B Common Stock outstanding as of October 31, 1996 as reported by an officer of GCI.

(b) Except as otherwise expressly provided in the Voting Agreement, TCI has the sole power to vote or to direct the voting of the shares of the Class B Common Stock that TCI beneficially owns. TCI has the sole power to dispose of, or to direct the disposition of the shares of the Class B Common Stock that TCI beneficially owns.

(c) Except for the acquisition of the Class B Common Stock described herein, neither TCI nor, to the knowledge of TCI, any of the persons described on Schedule 1, has executed transactions in the Class B Common Stock of GCI during the past sixty (60) days. Prior to that time, Mr. Bernard Schotters, II, a Schedule 1 Person, acquired (and still beneficially owns with his wife) 20 shares of the Class B Common Stock of the Company.

(d) There is no person that has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Class B Common Stock owned by TCI.

(e) Not applicable.

ITEM 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer

Except for the Voting Agreement described above in Item 3 hereof (which discussion is incorporated by reference herein), there are presently no contracts, arrangements, understandings or relationships among TCI and other persons with respect to the Class B Common Stock of GCI.

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ITEM 7. Material to be Filed as Exhibits

- A. Registration Statement on Form S-4, filed by TCI on June 23, 1994 and thereafter amended and ordered effective June 23, 1994, under Commission File No. 33-54263, which is hereby incorporated by this reference. (Previously submitted with Original Statement filed on August 11, 1994 via incorporation by reference)
- B. Voting Agreement, dated as of October 31, 1996.

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SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this Statement is true, complete and correct.

November 15, 1996

TELE-COMMUNICATIONS, INC.

/s/ Stephen M. Brett

Stephen M. Brett
Executive Vice President and
General Counsel

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SCHEDULE 1

Directors, Executive Officers and Controlling Persons
of
Tele-Communications, Inc. ("TCI")

<TABLE>
<CAPTION>

Employment Name - - - -	Principal Occupation and Business Address -----	Principal Business or Organization in Which Such Is Conducted -----
<C> Bob Magness	<S> Chairman of the Board and Director of TCI 5619 DTC Parkway Englewood, CO 80111	<C> Cable television & telecommunications; & programming services
John C. Malone	President and Chief Executive Officer & Director of TCI 5619 DTC Parkway Englewood, CO 80111	Cable television & telecommunications; & programming services
Donne F. Fisher	Consultant & Director of TCI 5619 DTC Parkway Englewood, CO 80111	Cable television & telecommunications; & programming services
John W. Gallivan	Director of TCI; Chairman of the Board of Kearns-Tribune Corporation 400 Tribune Building Salt Lake City, UT 84111	Newspaper publishing
Tony Lee Coelho	Director of TCI; Chairman of the Board & Chief Executive Officer of ETC w/TCI, Inc.; Chairman & Chief Executive Officer of Coelho Associates, LLP	Investment Services

1325 Avenue of the Americas,
26th Floor
New York, NY 10019

Kim Magness	Director of TCI & TCI Communications, Inc. Manages various personal investments 4000 E. Belleview Englewood, CO 80111	Management of personal investments
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<TABLE>

<C>	<S>	<C>
Robert A. Naify	Director of TCI; President and C.E.O. of Todd-AO Corporation 172 Golden Gate Avenue San Francisco, CA 94102	Motion Picture Industry
Jerome H. Kern	Director of TCI; Business Consultant; Senior Counsel to Baker & Botts, L.L.P. 5619 DTC Parkway Englewood, CO 80111	Business Consulting; Law
Gary K. Bracken	Senior Vice President & Controller of TCI Communications, Inc. 5619 DTC Parkway Englewood, CO 80111	Cable television & telecommunications; & programming services
Stephen M. Brett	Executive Vice President, Secretary & General Counsel of TCI 5619 DTC Parkway Englewood, CO 80111	Cable television & telecommunications; & programming services
Brendan R. Clouston	Executive Vice President & Chief Operating Officer of TCI 5619 DTC Parkway Englewood, CO 80111	Cable television & telecommunications; & programming services
Barry Marshall	Executive Vice President of TCI Communications, Inc. 5619 DTC Parkway Englewood, CO 80111	Cable television & telecommunications; & programming services
Larry E. Romrell	Executive Vice President of TCI 5619 DTC Parkway Englewood, CO 80111	Cable television & telecommunications; & programming services
Bernard W. Schotters, II	Senior Vice President - Finance & Treasurer of TCI Communications, Inc. 5619 DTC Parkway Englewood, CO 80111	Cable television & telecommunications; & programming services

</TABLE>

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<TABLE>

<C>	<S>	<C>
Robert N. Thomson	Senior Vice President - Government Affairs of TCI Communications, Inc. 5619 DTC Parkway Englewood, CO 80111	Cable television & telecommunications; & programming services
Fred A. Vierra	Executive Vice President of TCI; Chief Executive Officer of Tele- Communications International, Inc. 5619 DTC Parkway Englewood, CO 80111	Cable television & telecommunications; & programming services

Peter R. Barton	Executive Vice President of TCI 5619 DTC Parkway Englewood, CO 80111	Cable television & telecommunications; & programming services
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EXHIBIT INDEX

EXHIBIT NUMBER	EXHIBIT	PAGE
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- | | | |
|------|--|--------------------|
| 7(A) | Registration Statement on Form S-4, filed by TCI on June 23, 1994 and thereafter amended and ordered effective June 23, 1994, under Commission File No. 33-54263, which is hereby incorporated by this reference. (Previously submitted with Original Statement filed on August 11, 1994 via incorporation by reference) | (Previously filed) |
| 7(B) | Voting Agreement, dated as of October 31, 1996. | |

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VOTING AGREEMENT

THIS VOTING AGREEMENT ("Agreement") is entered into effective on the 31st day of October, 1996, by and between Prime II Management, L.P. ("Prime"), as the designated agent for the parties named on Annex 1 attached hereto (collectively, "Prime Sellers"), MCI Telecommunications Corporation, Ronald A. Duncan, Robert M. Walp, and TCI GCI, Inc. (Prime, as designated agent for the Prime Sellers, "Duncan," "Walp," and "TCI GCI," respectively, or individually, "Party" and collectively, "Parties"), all of whom are shareholders of General Communication, Inc., an Alaska corporation ("GCI"), as identified in this Agreement.

WHEREAS, the Parties are as of the date of this Agreement, the owners of the amounts of GCI's Class A and Class B common stock as set forth in this Agreement;

WHEREAS, the Parties desire to combine their votes as shareholders of GCI in the election of certain positions of the Board of Directors ("Board") of GCI and specifically to vote on certain issues as set forth in this Agreement;

WHEREAS, the Parties desire to establish their mutual rights and obligations in regard to the Board and those certain issues to come before the shareholders or before the Board;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the Parties agree as follows:

Section 1. Shares. The shares of GCI's Class A and Class B common stock subject to this Agreement will consist of those shares held by each Party as set forth in this Section 1 and any additional shares of GCI's voting stock acquired in any manner by any one or more of the Parties ("Shares"):

- (1) Prime - 11,800,000 shares of Class A common stock;
- (2) MCI - 8,251,509 Shares of Class A common stock and 1,275,791 Shares of Class B common stock, which total to an aggregate of 21,009,419 votes for MCI;
- (3) Duncan - 852,775 Shares of Class A common stock and 233,708 Shares of Class B common stock, which total to an aggregate of 3,189,855 votes for Duncan;
- (4) Walp - 534,616 Shares of Class A common stock and 301,049 Shares of Class B common stock, which total to an aggregate of 3,545,106 votes for Walp; and

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- (5) TCI GCI - 590,043 Shares of Class B common stock, which totals to an aggregate of 5,900,430 votes for TCI GCI.

Section 2. Voting. (a) All of the Shares will, during the term of this Agreement, be voted as one block in the following matters:

- (1) For so long as the full membership on the Board is at least eight, the election to the Board of individuals recommended by a Party ("Nominees"), with the allocation of such recommendations to be in the following amounts and by the following identified Parties:
 - (A) For recommendations from MCI, two Nominees;
 - (B) For recommendations from Duncan and Walp, one Nominee from each;
 - (C) For recommendations from TCI GCI, two Nominees; and
 - (D) For recommendations from Prime, two (2) nominees, for so long as (i) the Prime Sellers (and their distributees who agree in writing to be bound by the terms of this Agreement) collectively own at least ten

percent of the issued and then-outstanding shares of GCI's Class A common stock, and (ii) that certain Management Agreement between Prime and GCI dated of even date herewith ("Prime Management Agreement") is in full force and effect. If either of these conditions are not satisfied, then Prime shall only be entitled to recommend one Nominee. If neither of these conditions are met, Prime shall not be entitled to recommend any Nominee at that time;

(2) To the extent possible, to cause the full membership of the Board to be maintained at not less than eight members;

(3) Other matters to which the Parties unanimously agree.

(b) The Parties will abide by the classification by the Board of a Nominee in accordance with the provisions for classification of the Board as set forth in Article V(b) of GCI's Articles of Incorporation and Section 2(b) of GCI's Article IV of Bylaws which classification was, as of the date of this Agreement, for Nominees allocated to MCI as follows: one in Class I and one in Class III, and for Nominees allocated to Prime as follows: one in Class II and one in Class III, and for Nominees allocated to TCI GCI as follows: one in Class II and one in Class III.

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(c) The Parties understand that to insure the election of their allocated Nominees, the Shares must constitute sufficient voting power to cause those elections and that as new shares are issued by GCI through the exercise of warrants and options, acquisitions by employee benefit plans, or otherwise, the number of outstanding shares of voting common stock will increase, making the percentage which the Shares represent of the outstanding shares decrease.

(d) The Parties will take such action as is necessary to cause the election to the Board of each Party's Nominee(s).

Section 3. Manner of Voting. Votes, for purposes of this

Section 3, will be as determined by written ballot upon each matter to be voted upon. Should such a matter require shareholder action, e.g., election of Nominees to the Board or should the Board choose to present the matter for shareholder consent, approval or ratification, such balloting must take place so that the results are received by GCI at its principal executive offices not less than 120 calendar days in advance of the date of GCI's proxy statement released to security holders in connection with the previous year's annual meeting of security holders.

Section 4. Limitation on Voting. Except as set forth in (a)

of Section 2 of this Agreement, the Agreement will not extend to voting upon other questions and matters on which shareholders will have the right to vote under GCI's Articles of Incorporation, GCI's Bylaws of the Company, or the laws of the State of Alaska.

Section 5. Term of Agreement. (a) The term of this

Agreement will be through the completion of the annual meeting of GCI's shareholders taking place in June, 2001 or until there is only one Party to the Agreement, whichever occurs first; provided that the Parties may extend the term of this Agreement only upon unanimous vote and written amendment to this Agreement.

(b) Except as provided in (a) and (d) of this Section 5, a Party (other than Prime) will be subject to this Agreement until the Party disposes of more than 25% of the votes represented by the Party's holdings of common stock which equates to the following (adjusted for stock splits) for each party:

1. MCI - 5,252,355 votes;
2. Duncan - 797,464 votes;
3. Walp - 886,277 votes; and

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(c) Should one party dispose of an amount of its portion of the Shares in excess of the limit as set forth in (b) of this Section 5, each other Party will have the right to withdraw and terminate that Party's rights and obligations under this Agreement by giving written notice to the other Parties.

(d) Anything to the contrary in this Agreement notwithstanding each Party shall remain a Party to this Agreement with respect to its obligation to vote (a) for Prime's Nominee(s) pursuant to Section 2(a)(1) above, and (b) to maintain at least an eight (8) member Board pursuant to Section 2(a)(2) above only, for so long as either (i) the Prime Sellers (and their distributees who agree in writing to be bound by the terms of this Agreement) collectively own at least ten percent (10%) of the issued and then-outstanding shares of GCI's Class A common stock or (ii) the Prime Management Agreement is in effect. Upon each request, Prime shall, within a reasonable period of time after delivery by GCI to Prime of GCI's shareholders list showing the number of shares of GCI common stock owned by each such shareholder, provide GCI with its certificate, in form and substance reasonably satisfactory to GCI, confirming the Prime Sellers' aggregate, then-current percentage ownership of GCI Class A common stock.

Section 6. Binding Effect. The Parties will, during the

term of this Agreement, be fully subject to its provisions. There will be no prohibition against transfer or other assignment of Shares under the terms of this Agreement. Should a Party transfer or otherwise assign Shares, and the new holder of those Shares will not have any rights under, nor be subject to the terms of, this Agreement, except that any assignee which is an affiliate or subsidiary entity of a Party shall be bound by, and have the benefits of, this Agreement; provided, however, that

anything to the contrary in the foregoing notwithstanding, any distributee of a Prime Seller that agrees in writing to be bound by the terms of this Agreement will have rights under and be subject to the terms of this Agreement.

Section 7. GCI's Agreement. GCI agrees (i) to submit the

Nominees selected pursuant to Section 2(a) above in its proxy materials delivered to GCI's shareholders in connection with each election of GCI directors; and (ii) not to take any action inconsistent with the agreements of the Parties set forth herein.

Section 8. Notices. Notices required or otherwise given

under this Agreement will be given by hand delivery or certified mail to the following addresses, unless otherwise changed by a Party with notice to the other Parties:

To Prime: Prime II Management, L.P.
600 Congress Avenue, Suite 3000
Austin, Texas 78701
Attn: President

With copies (which shall not constitute notice) to:

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Edens Snodgrass Nichols & Breeland, P.C.
2800 Franklin Plaza
111 Congress Avenue
Austin, Texas 78701
ATTN: Patrick K. Breeland

To MCI: MCI Telecommunications Corporation
1133 19th Street, N.W.
Washington, D.C. 20035
ATTN: Douglas Maine, Chief Financial Officer

To Duncan: Ronald A. Duncan
President and Chief Executive Officer
General Communication, Inc.
2550 Denali Street, Suite 1000

Anchorage, Alaska 99503

To Walp: Robert A. Walp
Vice Chairman
General Communication, Inc.
2550 Denali Street, Suite 1000
Anchorage, Alaska 99503

To TCI GCI : Larry E. Romrell, President
TCI GCI, Inc.
5619 DTC Parkway
Englewood, Colorado 80111

Section 9. Performance. The Parties agree that damages are

not an adequate remedy for a breach of the terms of this Agreement. Should a Party be in breach of a term of this Agreement, one or more of the other Parties may seek the specific performance or injunction of that Party under the terms of this Agreement by bringing an appropriate action in a court in Anchorage, Alaska.

Section 10. Governing Law. The terms of this Agreement

will be governed by and construed in accordance with the laws of the State of Alaska.

Section 11. Amendments. This Agreement constitutes the

entire Agreement between the Parties, and any amendment of it must be in writing and approved by all Parties.

Section 12. Group. Prior to a Party filing a Schedule 13D

or an amendment to such a schedule pursuant to the Securities Exchange Act of 1934, the Party will provide a written notice to each of the other Parties within five days after the triggering event under that schedule and at least two days prior to the filing of that schedule or amendment, as the case may be, and further provide to any other Party any information or documentation reasonably requested by that Party in this regard.

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Section 13. Termination of Prior Agreement. This

Agreement supersedes and replaces in its entirety that certain Voting Agreement dated effective as of March 31, 1993, by and between MCI, Duncan, Walp and TCI GCI, as successor in interest to WestMarc Communications, Inc.

Section 14. Severability. If a court of competent

jurisdiction finds any portion of this Agreement invalid or not enforceable, this Agreement shall be automatically reformed to carry out the intent of the Parties as nearly as possible without regard to the portion so invalidated. If this entire Agreement is determined to be limited in duration by a court of competent jurisdiction, the Parties agree to enter into a new Agreement which carries forward the intent of the Parties upon such termination.

IN WITNESS WHEREOF, the Parties set their hands to this Agreement, effective on the first date above written.

PRIME II MANAGEMENT, L.P.
By Prime II Management, Inc.
Its General Partner

By _____
Name: _____
Its: _____

MCI TELECOMMUNICATIONS CORPORATION
By _____
Name: _____
Its: _____

RONALD A. DUNCAN

ROBERT M. WALP

TCI GCI, INC.

By _____
Name: _____
Its: _____

GENERAL COMMUNICATION, INC.

By _____
Name: _____
Its: _____