



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

FORM 8-K

CURRENT REPORT  
Pursuant to Section 13 or 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) . . . . . September 19, 2008

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

State of Alaska  
15279  
(State or other Jurisdiction of  
No.)  
Incorporation  
organization)  
No.)

92-0072737  
(Commission File  
No.)  
(I.R.S Employer

0-  
  
or  
Identification

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

of

Principal

Executive  
(Zip Code)

Registrant's telephone number, including area code . . . . . (907) 868-5600

N/A  
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions ( see  
General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e(c))
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## Section 8 – Other Events

### Item 8.01 Other Events.

General Communication, Inc. ("Company"), a registrant under the Securities Exchange Act of 1934 whose wholly held subsidiary GCI, Inc. is also a registrant under that act ("Subsidiary"), has had, and continues to have, a business relationship with Verizon Business Service ("Verizon"). This relationship is expressed in part through a Contract for Alaska Access Services ("Verizon Agreement") which has been amended numerous times by the parties. Copies of the Verizon Agreement and those amendments have been filed with the Securities and Exchange Commission ("Commission") from time to time in the past in redacted form to exclude portions of the documents considered by the Company and the Subsidiary as in need of confidential treatment. As a result of a recent review of the Verizon Agreement and those amendments, the Company and the Subsidiary have concluded that certain portions of those redactions in three of those documents ("Newly Unredacted Portions") are no longer in need of confidential treatment or have otherwise become public through other means. At this time, the Company files this report with the Commission on Form 8-K ("Report") and the Subsidiary separately files a similar report with the Commission, including copies of these three documents with revised redactions where the redactions do not include those portions which the Company and the Subsidiary believe no longer are in need of confidential treatment as filings with the Commission. That is, the documents display in unredacted form the Newly Unredacted Portions.

The three documents in question are the Verizon Amendment and the third and fourth amendments to it.

## Section 9 – Financial Statements and Exhibits

### Item 9.01 Financial Statements and Exhibits.

#### (d) Exhibits.

Listed below are the exhibits that are filed as a part of this Report (according to the number assigned to them in Item 601 of Regulation S-K):

<u>Exhibit No.</u>	<u>Description</u>
10.155	Contract for Alaska Access Services between the Company and Verizon, dated January 1, 1993 <sup>#</sup>
10.156	Third Amendment To Contract for Alaska Access Services between the Company and Verizon, dated February 27, 1998 <sup>#</sup>
10.157	Fourth Amendment To Contract for Alaska Access Services between the Company and Verizon, dated January 1, 1999 <sup>#</sup>

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# CONFIDENTIAL PORTION has been omitted pursuant to a recent request for confidential treatment by the Company to, and the material has been separately filed with, the Commission. Each omitted Confidential Portion is marked by three asterisks.

**SIGNATURES**

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

GENERAL COMMUNICATION, INC.  
(Registrant)

Date: September 19, 2008  
John M. Lowber  
Secretary and Senior Vice President,  
Chief Financial Officer  
(Signature)

/s/ John M. Lowber

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\*\*\* Confidential Portion has been omitted pursuant to a request for confidential treatment by the Company to, and the material has been separately filed with, the SEC. Each omitted Confidential Portion is marked by three Asterisks.

CONTRACT FOR ALASKA ACCESS SERVICES

This Agreement entered into this 1<sup>st</sup> day of January, 1993 between MCI TELECOMMUNICATIONS CORPORATION, a Delaware corporation ("MCI") and GENERAL COMMUNICATION, INC. and its wholly owned subsidiary GCI COMMUNICATION CORP., Alaska corporations (together "GCI").

A. GCI currently carries MCI interstate MTS traffic to and from the State of Alaska.

B. The parties wish to extend and expand their relationship to provide greater service within and to and from Alaska for their services.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

1. DEFINITIONS.

A. Alaska Average Terminating Access Cost: A blended per minute rate calculated by computing GCI's average interstate terminating access rate for each of the companies listed below, and then averaging those rates weighted by the percentage of total GCI terminating access traffic to each company. For each company the average terminating interstate access rate will be calculated using a 10 mile transport element. For the initial year of this agreement, the access rate for each company shall be weighted as indicated below to produce the final blended rate that is the Alaska Average Terminating Access Cost.

Anchorage Telephone Utility		45.79%
Matanuska Telephone Association		8.28%
Fairbanks Municipal Utilities System		8.72%
Telephone Utilities of Alaska, Inc.		18.14%
Ketchikan Public Utilities		2.74%
Coper Valley Telephone Cooperative, Inc.	.65%	
Cordova Telephone Cooperative	.41 %	
Interior Telephone Company, Inc.	.81 %	
Arctic Slope Telephone Association Cooperative	.50%	
GTE Alaska, Incorporated	.38%	
Rest of State -- NECA		<u>13.58%</u>
	100.00%	

Annually, using October terminating minutes, GCI shall update the percentage used in calculating the Alaska Average Terminating Access Cost based upon the percentage of GCI's total billed terminating access minutes for each Alaska exchange company.

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B. \*\*\* Traffic: \*\*\* where \*\*\* in Alaska for \*\*\* other than \*\*\* Traffic and MCI Southbound Traffic.

C. \*\*\* Traffic: \*\*\* Alaska.

D. MCI Southbound Traffic: \*\*\* which \*\*\*.

E. MCI Northbound Traffic: \*\*\* Alaska and \*\*\* in Alaska.

F. \*\*\* Traffic: MCI Northbound Traffic, MCI Southbound Traffic, \*\*\*.

G. \*\*\*.

## 2. TRAFFIC SERVICES, CHARGES AND STANDARDS.

A. \*\*\* Traffic. \*\*\* transmission services of \*\*\* Traffic and \*\*\* as follows:

(1) MCI Northbound Traffic. \*\*\* MCI NorthBound Traffic \*\*\* that not less than \*\*\* MCI Northbound Traffic shall be delivered to \*\*\*. \*\*\* MCI Northbound Traffic received at the \*\*\* to the appropriate destination in Alaska.

(2) MCI Southbound Traffic. \*\*\* MCI Southbound Traffic and deliver it to \*\*\* except as provided in Subsection 2.A(7).

(3) \*\*\* Traffic. \*\*\*

\*\*\* and deliver it to \*\*\* except as provided in Subsection 2.A(7).

(4) \*\*\* Traffic. \*\*\* a joint operating committee and a joint regulatory committee to propose a plan within ninety (90) days of the date of this Agreement for the purpose \*\*\*.

(5) MCI Alaska Directory Assistance. MCI will deliver MCI Alaska

Directory Assistance traffic to GCI POP's in Dallas, Texas or Seattle,

Washington. GCI shall route all MCI Alaska Directory Assistance to the appropriate Alaska directory assistance provider.

(6) MCI Alaska Inward Operator Services. MCI will route Inward Operator Traffic to GCI in Seattle, Washington and GCI will route the traffic to the GCI Operator center in Wasilla, Alaska. GCI will offer Inward Operator services which are consistent with the service offered from the local operating companies in Alaska.

(7) Protection and Restoration of Service (Hot Standby Capacity). GCI will provide sufficient idle capacity from its Seattle and Dallas POP's to its Alaska switching centers such that in the event of a failure of either GCI's or MCI's facilities in Seattle or Dallas, MCI may immediately re-route its traffic from the affected POP to the alternate POP. In the event of such failure, GCI will restore all Alaska traffic, including to off-net locations. In the case of a failure of the North Pacific Cable or the Alaska Spur, GCI will immediately carry all traffic which can terminate on-net through its Anchorage, Fairbanks, and Juneau switching centers from both POPs and additionally will carry all GCI on-net traffic delivered to its Seattle POP. The remainder of Alaska will be restored upon Alascom's restoration of its facilities.

GCI shall also restore MCI's Southbound Traffic service and deliver it to the designated MCI POP except that in some circumstances GCI will be unable to immediately restore MCI Southbound Traffic services for locations other than Anchorage, Fairbanks, and Juneau.

GCI's restoral services shall not guarantee immediate restoration in the event of simultaneous dual mode failure, i.e., satellite and fiber or a complete satellite failure.

B. Charges. \*\*\* shall charge and \*\*\* for services provided by \*\*\* under this section as follows:

(1) MCI Northbound Traffic. At the option of \*\*\*, MCI Northbound Traffic shall be charged at rates equal to \*\*\*, less an amount equal to such rate times the following percentage in the applicable year:



<u>Year</u>	<u>Percentage</u>
1993	***
1994	***
1995	***
1996	***
1997	***
1998	***
1999 & thereafter	***

\*\*\* the specific tariff and options by written notice to \*\*\*. All terms and conditions of the tariff chosen which determine price shall apply to the \*\*\*.

Notwithstanding anything to the contrary in the AT&T tariff, the rate for MCI Northbound Traffic delivered to \*\*\* shall be not less than \*\*\* per minute greater than the rate charged for MCI Northbound traffic delivered to the \*\*\*. Notwithstanding the calculations of the rates as provided in this subsection, the average rate per minute for MCI Northbound Traffic shall not be less than the \*\*\* for traffic delivered to \*\*\* for traffic delivered to \*\*\*.

(2) MCI Southbound Traffic. MCI Southbound Traffic (except for \*\*\*) shall be charged at the following rates per minute in the appropriate calendar year:

<u>Year</u>	<u>Rate Dollars</u>
1993	***
1994	***
1995	***
1996	***
1997	***
1998	***
1999 & thereafter	***

There shall be no time of day discount. \*\*\* shall pay the \*\*\* access and Alascom interexchange charges for MCI Southbound Traffic. Any query charges associated with the routing of MCI Southbound Traffic, \*\*\* FCC Docket #86-10, will be passed on to \*\*\*.

(3) \*\*\* Traffic. For MCI Alaska Originated traffic, \*\*\* shall pay per end office serving area a one time charge of \*\*\* and a monthly charge of \*\*\*. The rate includes one \*\*\* charge. Each additional \*\*\* shall be charged at a rate of \*\*\*. For special \*\*\*. For \*\*\*. MCI will issue an Access Service Request (ASR) indicating the type of service and the end office serving area for which it desires this service. This is an optional service and will be ordered only at the discretion of \*\*\*.

(4) \*\*\* Traffic. \*\*\* shall charge \*\*\*.

(5) MCI Alaska Directory Assistance. GCI shall charge \$0.65 for each MCI Alaska Directory Assistance call.

(6) MCI Alaska Inward Operator Services. GCI will develop a list of the services available through Inward Operator Services and provide MCI with a price for each type of call.

(7) Protection and Restoration of Service (Hot Standby Capacity). MCI and GCI shall negotiate the pricing for the service as outlined in Section 2.A(7). If the parties are unable to agree on pricing, then neither party shall have any obligations under Section 2.A.(7).

C. Billing. \*\*\* will bill \*\*\* for the services outlined in this Agreement monthly. \*\*\* will pay by check within 25 days of the receipt of invoice.

D. Timing of Calls. Unless an applicable tariff otherwise provides, the time of

message billing begins with trunk seizure in the case of subsections B(2) and B(3) and answer in the case of subsections B(1) and B(4) and ends with disconnect.

E. Changes in Tariff. If any referenced AT&T tariff is terminated or altered so as to

materially change the rates charged herein, the parties shall select a tariff and/or a new rate that substantially reflects the economic and commercial transaction contemplated by the parties in this section.

F. Price Protection. Notwithstanding anything to the contrary, \*\*\* shall adjust the pricing for services provided under this Agreement so that \*\*\* shall charge \*\*\* (i) no more than it charges any other customer for any reasonably comparable mix of services, or (ii) if there is no reasonably comparable mix, no more than it charges any other customer for one or more of the services that constitutes a material part of the

services purchased by \*\*\* under this Agreement if there is no substantial discount otherwise provided \*\*\* under this Agreement that offsets such other customer's pricing advantage.

G. Network Performance Standards. \*\*\* shall use its best efforts to maintain the quality of its service(s) provided under the direct control of \*\*\* and to manage the quality of the portion of the services that is not under the direct control of \*\*\*. Each party will ensure that industry standards, pertaining to the transmission and delivery of traffic, are maintained at all times.

3. TERM. Except for \*\*\*, services provided pursuant to Section 2.A shall be for a term of five (5) years beginning January 1, 1993 and ending December 31, 1997. The term shall be \*\*\* through and including December 31, \*\*\* unless either party elects to cancel the \*\*\* by giving written notice of non-renewal at least \*\*\* to the commencement of any \*\*\*. The services for \*\*\* traffic shall be for a term of \*\*\* upon the issue of the first \*\*\* authorizing the turn up of a serving area. The term for \*\*\* shall be automatically extended for \*\*\* through and including \*\*\* unless either party elects to cancel the renewal periods by giving written notice of non-renewal at least \*\*\* to the commencement of \*\*\*.

#### 4. DEFAULT AND REMEDIES.

A. Events of Default. A party shall be in default upon the occurrence of any of the following:

(1) The party shall have failed to make any payment when due coupled with its failure to remedy nonpayment within thirty days after receipt of written notice thereof from the other party.

(2) The party shall have failed to perform its obligations under Section 2.G. coupled with failure to remedy nonperformance within thirty days after receipt of written notice thereof from the other party.

(3) The party shall not have paid, or shall have admitted in writing its

inability to pay, its debt as they mature or shall have applied for, consented to or acquiesced in the appointment of a trustee or receiver for any part of its property, or shall have authorized any such action; or in the absence of any such application, consent or acquiescence, a trustee or receiver shall have been appointed for a party or for a substantial part of its property and shall not have been discharged within sixty (60) days; or any bankruptcy, reorganization, debt arrangement or other proceeding under any bankruptcy or insolvency law

or any dissolution or liquidation proceeding shall have been instituted by the party or, if instituted against the party, shall not have been dismissed within a period of sixty (60) days.

B. Consequences of Default and Remedies. In the event of default, the nondefaulting party shall have the right, immediately upon written notice to the defaulting party, to terminate this Agreement without further liability, including monetary early termination charges, except for obligations incurred prior to the termination date. In addition, the nondefaulting party shall have and may exercise any other remedies for breach.

C. Dispute Resolution.

1. The parties shall attempt in good faith to resolve any disputes arising in connection with this Agreement. If any dispute cannot be resolved within thirty (30) days after written notification to the other party of the dispute and detailed reason for the claim, then either party may submit the matter for madatory, binding, exclusive arbitration.

2. Arbitration Procedures. Arbitration shall be governed by the Commercial Arbitration rules of the American Arbitration Association, 1739 Rhode Island Avenue, N.W., Suite 509, Washington, D.C. 20036 ("AAA"), as amended by this Agreement. The arbitrators authority shall be limited to granting relief permitted by the substantive provisions of this Agreement. Each party shall bear its own fees, costs, and expenses of the arbitration, and its own legal expenses, attorneys' fees and costs of the experts and witnesses; provided, however, that if the claim of a party is upheld by the arbitrator in all material respects, the arbitrator may apportion between the parties as the arbitrator may deem equitable the costs incurred by the prevailing party. Any award rendered pursuant to such arbitration shall be final, conclusive and binding upon the parties, and any judgment thereon may be entered and enforced in any court of competent jurisdiction.

5. MISCELLANEOUS.

A. Force Majeure, Change in Law or Regulation.

(1) Neither party shall be liable for its failure to perform hereunder due to any contingency beyond its reasonable control, including acts of God, fires, floods, earthquakes, volcanic eruptions, wars, sabotage, accidents, labor disputes or shortages, government laws, ordinances, rules and regulations whether valid or invalid, inability to obtain material, equipment or transportation, defective equipment and any other similar or different

contingency. The party whose performance is prevented by any such contingency shall have the right to omit during the period of such contingency all or any portion of the service deliverable during such period.

(2) If a substantial change in law or regulation occurs materially affecting the services, charges or other requirements and conditions of this Agreement to the degree that one or both of the parties are materially and adversely affected, the parties shall negotiate amendments to this Agreement to restore the parties to substantially the same position as if the law or regulatory change had not occurred. In the event that this Agreement cannot be changed to restore the parties substantially to the status quo ante, either party may terminate this Agreement.

B. Modifications, Consents and Waivers. No failure or delay on the part of either party in exercising any power or right hereunder or under any other document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power preclude any other or future exercise thereof or the exercise of any other right or power. No amendment, modification or waiver of any provision of this Agreement, nor consent to any departure by any party therefrom, shall be effective except in the specific instance and for the purpose for which given. Except as otherwise provided in any document, no notice to or demand on a party in any case shall entitle that party to any other or future notice or demand in similar or other circumstances.

C. Notices. Written notice shall be deemed given on the day sent by facsimile to the facsimile numbers given below with hard copy mailed by regular U.S. Mail to the addresses as follows:

If to MCI: MCI Telecommunications Corporation  
CARRIER MANGEMENT  
1650 TYSONS BLVD  
McLEAN, VA 22102  
Attn: Donald T. Lynch

With copy to: ATTN: General Counsel  
Fax: (202) 887-2195

If to GCI: General Communication, Inc.  
2550 Denali Street, Suite 1000  
Anchorage, Alaska 99503-2781  
ATTN: General Manager

A party may change the address, person and facsimile number by written notice to the other party.

D. Confidentiality. Neither party shall disclose to any third party during the service term, any renewal term and the three (3) year period after termination, any of the terms and conditions set forth in this Agreement unless such disclosure is required to be disclosed by law or is necessary in any legal proceeding establishing rights and obligations under this Agreement.

E. Rule of Construction. All parties to this Agreement have been represented by separate counsel, or have been afforded the opportunity thereof, and all terms and conditions herein have been negotiated at arms' length. Given the above and the consideration provided within this document, the rule of strict construction, which construes the document against the drafter, is waived in its entirety by all parties and shall not apply.

F. Binding Effect and Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and

assigns. Neither party may assign or transfer any part of this Agreement without the other party's prior written consent, except that either party may assign this Agreement in part or all to an affiliate. An affiliate for this purpose is an entity controlling, controlled by or under common control with the assigning party. Any attempted assignment not conforming with this provision shall be void.

G. Entire Agreement. This Agreement and the other documents described herein

sets forth the entire agreement between the parties, supersedes all prior

communications and understandings of any nature, and may not be supplemented or altered orally. In the event of a conflict between the provisions of this Agreement and any of the other documents, the provisions of this Agreement shall control.

H. Governing Law. This Agreement and the other documents shall be deemed to be contracts under the laws of the State of New York and for all purposes shall be

construed in accordance with and governed by substantive laws of said State.

1. Headings. Articles and section headings used in this Agreement are for

convenience only and shall not affect the construction of this Agreement.

1. Execution in Counterparts. This Agreement may be executed by the parties hereto individually or in separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same document.

This Agreement is executed as of the date set forth above.

**MCI TELECOMMUNICATIONS  
CORPORATION**

By: /s/ Donald T. Lynch

Donald T. Lynch  
Printed Name

Title: Vice President

**GCI COMMUNICATION CORP.**

By: /s/ Wilson Hughes

Wilson Hughes  
Printed Name

Title: Executive V.P. & General Manager





\*\*\* Confidential Portion has been omitted pursuant to a request for confidential treatment by the Company to, and the material has been separately filed with, the SEC. Each omitted Confidential Portion is marked by three Asterisks.

## THIRD AMENDMENT TO CONTRACT FOR ALASKA ACCESS SERVICES

This Third AMENDMENT to the CONTRACT FOR ALASKA ACCESS

SERVICES is made as of this 27 day of Feb, 1998, between

**GENERAL COMMUNICATIONS, INC. and its wholly owned subsidiary GCI**

**COMMUNICATION CORP.**, an Alaska corporation (together "GCI") with offices located at 2550 Denali Street, Suite 1000, Anchorage, Alaska 99503-2781, and **MCI TELECOMMUNICATIONS CORPORATION ( "MCI" )** with offices located at 1801 Pennsylvania Avenue, N.W., Washington, DC 20006.

**WHEREAS**, GCI and MCI entered into a contract for ALASKA ACCESS SERVICES, effective, as of January, 1 1993 and

**WHEREAS**, GCI and MCI desire to amend the Contract,

**NOW, THEREFORE**, for good and valuable consideration, the receipt and

sufficiency of which are hereby acknowledged, GCI and MCI agree as follows:

1. Paragraph 2. B. (2) of the contract shall be deleted and the following inserted in its place:

(2) MCI Southbound Traffic. MCI Southbound Traffic ( except for \*\*\* ) shall be charged at the following rates per minute in the appropriate periods:

<u>Date</u>	<u>Rate in Dollars</u>
March 1, 1998	***
January 1, 1999	***
January 1, 2000 & thereafter	***

There shall be no time of day discount. \*\*\* shall pay the \*\*\* access and Alascom interchange charges for MCI Southbound Traffic.

Any query charges associated with the routing of MCI Southbound Traffic, \*\*\* FCC Docket #86-10, will be passed on to \*\*\*.

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2. All other terms and conditions of the Contract remain unchanged by this Amendment and are in full force and effect.

3. This Amendment will be effective on March 1, 1998

4. This Amendment together with the Contract is the complete agreement of the parties and supersedes all other prior contracts and representations concerning its subject matter. Any further amendments must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Amendment on the date indicated below.

MCI COMMUNICATIONS COMPANY

By: /s/ Donald T. Lynch

Printed Name: Donald T. Lynch

Title: Senior Vice President

GCI COMMUNICATION CORPORATION

By: /s/ Richard Westlund

Printed Name: Richard Westlund

Title: V.P. Carrier Relations

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\*\*\* Confidential Portion has been omitted pursuant to a request for confidential treatment by the Company to, and the material has been separately filed with, the SEC. Each omitted Confidential Portion is marked by three Asterisks.

**FOURTH AMENDMENT TO  
CONTRACT FOR ALASKA ACCESS SERVICES**

This **FOURTH AMENDMENT** to the **CONTRACT FOR ALASKA ACCESS SERVICES** is made effective as of the 1<sup>st</sup> day of January, 1999, between **GENERAL COMMUNICATIONS, INC. and its wholly owned subsidiary, GCI COMMUNICATION CORP.**, an Alaska corporation (together "**GCI**") with offices located at 2550 Denali Street, Suite 1000, Anchorage, Alaska 99503-2781, and **MCI TELECOMMUNICATIONS CORPORATION**, a Delaware corporation, ("**MCI**") with offices located at 1801 Pennsylvania Avenue, N.W., Washington, DC 20006.

**WHEREAS**, GCI and MCI entered into that certain Contract for Alaska Access Services dated January 1, 1993, as amended by the First Amendment to Contract for Alaska Access Services dated March 1, 1996, and the Third Amendment<sup>1</sup> to Contract for Alaska Access Services, effective on March 1, 1998 (collectively, the "**Agreement**"); and

**WHEREAS**, On September 14, 1998 MCI Communications Corporation (the parent company of MCI) and WorldCom, Inc. merged to create MCI WORLDCOM, Inc., and as a result of such merger, MCI is now an affiliate of WorldCom Network Services, Inc. ("**WNS**"); and

**WHEREAS**, GCI, MCI and WNS desire to amend the Agreement to add WNS as a party to the Agreement and to further modify the Agreement in accordance with the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the premises and the mutual agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Definition of Terms.** All capitalized terms used in this Fourth Amendment but not defined herein shall have the meanings given to such terms in the Agreement.

2. **New Definitions.** Section 1 of the Agreement is hereby amended to add the following new definitions:

"H. \*\*\*: WNS MTS traffic that originates outside of Alaska and is sent to GCI for termination in Alaska."

"I. \*\*\* Alaska \*\*\* and \*\*\* Services: \*\*\* and \*\*\* services obtained from GCI by MCI and/or WNS where one or more termination points reside within Alaska."

3. **Utilization of GCI.** Section 2.A. of the Agreement is hereby amended as follows:

"A. MCI and WNS Traffic. MCI shall utilize the transmission services of GCI exclusively for all MCI Traffic. WNS shall use commercially reasonable efforts to utilize the transmission services of GCI for the \*\*\* and the \*\*\* Alaska \*\*\* and \*\*\* Services, however, GCI agrees and acknowledges that there may be situations in which it may be necessary or prudent for WNS to utilize the transmission services of a third party (e.g. overflow traffic). GCI will transmit all MCI Traffic and WNS traffic as follows:"

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<sup>1</sup> A second amendment to Contract for Alaska Access Services was never signed by MCI and GCI.

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**4. Delivery of Traffic.** Section 2.A. of the Agreement is hereby amended to add the following new subsections:

"(8) \*\*\* WNS shall deliver \*\*\* to GCI's POP in Seattle, Washington. GCI shall route all \*\*\* received at the Seattle POP to the appropriate destination in Alaska. GCI will protect and restore the \*\*\* in accordance with Section 2.A.(7)."

"(9) \*\*\* Alaska \*\*\* and \*\*\* Services. MCI and/or WNS shall interconnect with GCI at the GCI POP in Seattle, Washington. GCI shall provide the bandwidth required by MCI and/or WNS to the Alaska destination and shall coordinate the connection to the customer location."

**5. Charges.**

**(a) MCI Northbound Traffic.** Section 2.B.(1) of the Agreement is hereby amended to add the following provision:

"Notwithstanding anything contained in this Agreement to the contrary, \*\*\* on April 1, 1999, the following rates shall apply to all MCI Northbound Traffic:

<u>Dates</u>	<u>Rate Per Minute</u>
04/01/1999 to 12/31/1999	\$***
01/01/2000 to 12/31/2001	\$***
01/01/2002 and thereafter	\$***

There shall be no time of day discount. \*\*\* shall pay the \*\*\* access and all Alascom interexchange charges for the \*\*\* of MCI Northbound Traffic."

**(b) MCI Southbound Traffic.** Section 2.B.(2) of the Agreement is hereby amended to add the following provision:

"Notwithstanding anything contained in this Agreement to the contrary, commencing on April 1, 1999, the following rates shall apply to all MCI Southbound Traffic (except for \*\*\*):

<u>Dates</u>	<u>Rate Per Minute</u>
04/01/1999 to 12/31/1999	\$***
01/01/2000 to 12/31/2001	\$***
01/01/2002 and thereafter	\$***

There shall be no time of day discount. \*\*\* shall pay the \*\*\* access and all Alascom interexchange charges for the \*\*\* of MCI Southbound Traffic. Any query charges associated with the routing of MCI Southbound Traffic due to FCC Docket #86-10 shall be passed on to \*\*\*, without any mark-up."

(c) \*\*\* Section 2.B. of the Agreement is hereby amended to add the following new subsection:

"(8) \*\*\* shall billed at the rates set forth below. MCI, WNS and GCI shall negotiate the pricing for services as outlined in Sections 2.A.(7)and (8).

<u>Dates</u>	<u>Rate Per Minute</u>
01/01/1999 to 03/31/1999	\$***
04/01/1999 to 12/31/1999	\$***
01/01/2000 to 12/31/2001	\$***
01/01/2002 and thereafter	\$***

There shall be no time of day discount. \*\*\* shall pay the \*\*\* access and all Alascom interexchange charges for the \*\*\* of \*\*\*."

(d) \*\*\* and \*\*\* Services. Section 2.B. of the Agreement is hereby amended to add the following new subsection:

"(9) \*\*\* and \*\*\* Services. \*\*\* and \*\*\* Services shall be at the rates set forth in GCI FCC Tariff #\*\*\* and such rates shall reflect the requested terrestrial or satellite bandwidth. Each month GCI shall calculate the \*\*\* and \*\*\* Service charges for all \*\*\* requirements of \*\*\* and below and a \*\*\* will be calculated and applied as follows:

\*\*\* of the \*\*\* shall be applied to the following month's MCI Northbound Traffic invoice and shall be identified on such invoice as "Alaska \*\*\* and \*\*\* Contract \*\*\*";

\*\*\* of the \*\*\* shall be applied to the following month's MCI Southbound Traffic invoice and shall be identified on such invoice as "Alaska \*\*\* and \*\*\* Contract \*\*\*."

Further, each month GCI shall calculate the \*\*\* and \*\*\* Service charges for all \*\*\* requirements of \*\*\* and \*\*\* level services and a \*\*\* will be calculated and applied as follows:

\*\*\* of the \*\*\* shall be applied to the following month's MCI Northbound traffic invoice and shall be identified on such invoice as "Alaska \*\*\* and \*\*\* Contract \*\*\*";

\*\*\* of the \*\*\* shall be applied to the following month's MCI Southbound Traffic invoice and shall be identified on such invoice as "Alaska \*\*\* and \*\*\* Contract \*\*\*."

In the event that the above \*\*\* cannot be fully used to offset the applicable invoice, the remaining amount of such \*\*\* shall be applied as directed by MCI or refunded to MCI upon request."

6. **Billing.** Section 2.C. of the Agreement is hereby deleted in its entirety and replaced with the following:

"Billing. GCI shall bill MCI monthly for the services delivered to MCI as outlined in this Agreement. MCI will pay by check within 25 days after receipt of GCI's invoice for such services. GCI shall bill WNS monthly for the services delivered to WNS as outlined in this Agreement. WNS will pay by check within 25 days after receipt of GCI's invoice for such services."

7. **Price Protection.** Section 2.F. of the Agreement is hereby deleted in its entirety and replaced with the following:

"Price Protection. Notwithstanding anything to the contrary, GCI shall adjust the pricing for services provided under this Agreement so that GCI shall charge MCI or WNS, as applicable, (i) no more than it charges any other customer for any reasonably comparable mix of services, or (ii) if there is no reasonably comparable mix, no more than it charges any other customer for one or more of the services that constitutes a material part of the services purchased by MCI or WNS, as applicable, under this Agreement if there is no substantial discount otherwise provide to MCI or WNS, as applicable, under this Agreement that offsets such other customer's pricing advantage."

8. **Notices.** Section 5.C. of the Agreement is hereby amended to include the following notice address for WNS and MCI:

"If to WNS or MCI: MCI WorldCom, Inc.  
National Carrier Policy & Planning  
8521 Leesburg Pike  
Vienna, VA 22182  
Attn: Vice President

with a copy to: MCI WorldCom, Inc.  
LPP - Network & Facilities  
1133 19th Street, NW  
Washington, DC 20036"

9. **Amendment Signing Bonus.** Upon the full execution of this Fourth Amendment, MCI shall be paid a bonus by GCI. The amount of the bonus shall be equal to (a) the number of minutes of \*\*\* by GCI between \*\*\* and \*\*\*, multiplied by \$\*\*\* per minute, plus (b) \$\*\*\*\*. The bonus shall be applied as a credit against the September 1999 invoice(s) and the December 1999 invoice(s). The September credit shall be equal to \$\*\*\* plus 50% of the amount of part (a) in the bonus calculation in the second sentence of this paragraph. The December credit shall be equal to the remaining 50% of the amount of part (a) in the bonus calculation in the second sentence of this paragraph. In the event that a portion of the September or December bonus credits cannot be fully used to offset invoiced charges, the remainder of the bonus will carry forward to the following months until such remainder is fully depleted.

10. **Consolidation of MCI and WNS.** In the event that MCI and WNS are merged or otherwise consolidated in connection with post-merger efforts to consolidate the affiliates of MCI Communications Corporation and WorldCom, Inc., the parties hereby acknowledge and agree that the \*\*\* provision contained in Section \*\*\* of the Agreement and applicable to MCI, not WNS, shall be limited to the traffic and services characterized as \*\*\* traffic prior to such merger or consolidation and shall not be interpreted to create potentially conflicting \*\*\* obligations for MCI or WNS.

11. **Effect of Amendment.** All terms and conditions of the Agreement not modified by this Fourth Amendment shall remain in full force and effect.

12. **Further Assurances.** The parties shall cooperate in good faith, and shall enter into such other instruments and take such other actions as may be necessary or desirable, to fully implement the intent of this Fourth Amendment.

13. **Counterparts.** This Fourth Amendment may be executed in counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned authorized representatives of GCI, MCI and WNS have executed and delivered this Fourth Amendment as of the date first written above.

**GCI COMMUNICATION CORPORATION**

By: /s/ Richard Westlund \_\_\_\_\_  
Name: Richard Westlund \_\_\_\_\_  
Title: Vice President, Carrier Relations \_\_\_\_\_

**MCI TELECOMMUNICATIONS CORPORATION**

By: /s/ Jay Slocum \_\_\_\_\_  
Name: Jay Slocum \_\_\_\_\_  
Title: Vice President \_\_\_\_\_

**WORLDCOM NETWORK SERVICES, INC.**

By: /s/ Jay Slocum \_\_\_\_\_  
Name: Jay Slocum \_\_\_\_\_  
Title: Vice President \_\_\_\_\_

