
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-K/A

(Amendment No. 2)

ANNUAL REPORT PURSUANT TO SECTION 13 or 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2009

or

TRANSITION REPORT PURSUANT TO SECTION 13 or 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission File No. 0-15279

GENERAL COMMUNICATION, INC.

(Exact name of registrant as specified in its charter)

State of Alaska

(State or other jurisdiction of
incorporation or organization)

92-0072737

(I.R.S Employer
Identification No.)

**2550 Denali Street
Suite 1000**

Anchorage, Alaska

(Address of principal executive offices)

99503

(Zip Code)

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

Securities registered pursuant to Section 12(b) of the Exchange Act: None

Securities registered pursuant to Section 12(g) of the Exchange Act:

Class A common stock

(Title of class)

Class B common stock

(Title of class)

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Securities Act.

Yes No

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 No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (section 229.405 of this chapter) 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.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer (Do not check if a smaller reporting company)

Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes No

The aggregate market value of the voting stock held by non-affiliates of the registrant, computed by reference to the average high and low prices of such stock as of the close of trading as of the last business day of the registrant's most recently completed second fiscal quarter of June 30, 2009 was \$193,446,082. Shares of voting stock held by each officer and director and by each person who owns 5% or more of the outstanding voting stock (as publicly reported by such persons pursuant to Section 13 and Section 16 of the Exchange Act) have been excluded in that such persons may be deemed to be affiliates. This determination of affiliate status is not necessarily a conclusive determination for other purposes.

The number of shares outstanding of the registrant's common stock as of May 14, 2010, was:

Class A common stock – 51,914,000 shares; and,

Class B common stock – 3,185,000 shares.

Documents Incorporated by Reference

None

Explanatory Note

General Communication, Inc. (unless the context otherwise requires, includes its direct and indirect subsidiaries and is referred to as "Company," "we," "us" or "our") is filing this Amendment No. 2 on Form 10-K/A ("Amendment") to its Annual Report on Form 10-K for the fiscal year ended December 31, 2009, which was originally filed on March 12, 2010 ("Original Filing"), as amended on April 28, 2010 ("Amendment No. 1").

The purpose of this Amendment is to replace two redacted documents filed as exhibits to the Company's Original Filing with two documents as exhibits to this Amendment, one in unredacted form and the other in revised redacted form in accordance with Section 552(b)(4) of the federal Freedom of Information Act and Regulation 200.80(b)(4) adopted by the Securities and Exchange Commission ("SEC"). The two documents are further described in Item 15(b) of this Amendment. This Amendment does not affect any other parts of, or exhibits to, the Original Filing or other amendments to it, and those unaffected parts or exhibits are not included in this Amendment.

Except as expressly stated in this Amendment, this Amendment continues to speak as of the date of the Original Filing, and the Company has not updated the disclosure contained in the Amendment to reflect events that have occurred since the filing of the Original Filing. Accordingly, this Amendment must be read in conjunction with the Company's other filings, if any, made with the SEC subsequent to the filing of the Original Filing, including Amendment No. 1 and other amendments to those filings, if any.

**GENERAL COMMUNICATION, INC.
2009 ANNUAL REPORT ON FORM 10-K/A No. 2
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This Amendment is for the year-ended December 31, 2009. This Amendment, along with our annual report, as otherwise amended, for the year ended December 31, 2009 ("Annual Report"), modifies and supersedes documents filed prior to the Annual Report, as amended. Information that we file with the SEC in the future will automatically update and supersede information contained in this Annual Report.

Item 15(b). 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):

Exhibit No.	Description
10.171	Sixteenth Amendment to Contract for Alaska Access Services between General Communication, Inc. and its wholly owned subsidiary GCI Communication Corp., and MCI Communications Services, Inc. d/b/a Verizon Business Services (successor-in-interest to MCI Network Services, Inc., which was formally known as MCI WorldCom Network Services) dated October 13, 2009 # *
10.172	Seventeenth Amendment to Contract for Alaska Access Services between General Communication, Inc. and its wholly owned subsidiary GCI Communication Corp., and MCI Communications Services, Inc. d/b/a Verizon Business Services (successor-in-interest to MCI Network Services, Inc., which was formally known as MCI WorldCom Network Services) dated December 8, 2009 # *

≠ Filed in unredacted form to replace the document filed under that exhibit number in redacted form as an exhibit to the Original Filing.
CONFIDENTIAL PORTION has been revised as compared to the confidential portion of the document filed under this exhibit number in redacted form as an exhibit to the Original Filing. The CONFIDENTIAL PORTION, as revised and included with this Amendment, has been omitted pursuant to a request for confidential treatment by us to, and the material has been separately filed with, the SEC. Each omitted CONFIDENTIAL PORTION is marked by three asterisks.
* Filed herewith.

CONFIDENTIAL

SIXTEENTH AMENDMENT TO CONTRACT FOR ALASKA ACCESS SERVICES

This SIXTEENTH AMENDMENT TO THE CONTRACT FOR ALASKA ACCESS SERVICES ("Sixteenth Amendment") is entered into effective as of October 13, 2009 ("Effective Date"), by and between **GENERAL COMMUNICATION, INC.** and its indirectly, wholly-owned subsidiary, **GCI COMMUNICATION CORP.**, both Alaska corporations (together, "**GCI**") with offices located at 2550 Denali Street, Suite 1000, Anchorage, Alaska 99503-2783 and **MCI COMMUNICATIONS SERVICES, INC.**, d/b/a **VERIZON BUSINESS SERVICES** (successor-in-interest to MCI Network Services, Inc., which was formerly known as MCI WORLDCOM Network Services ("**Verizon**") with offices located at 1133 19th Street N.W. Washington, D.C. 20036 (GCI with Verizon, collectively the "Parties," and individually, a "Party").

RECITALS

WHEREAS, GCI and Verizon entered into that certain Contract for Alaska Access Services dated January 1, 1993 ("Original Agreement"), as amended by (i) the First Amendment to Contract for Alaska Access Services dated as of March 1, 1996, (ii) the Second Amendment to Contract for Alaska Access Services dated as of January 1, 1998, (iii) the Third Amendment to Contract for Alaska Access Services dated as of March 1, 1998, (iv) the Fourth Amendment to Contract for Alaska Access Services dated as of January 1, 1999, (v) the Fifth Amendment to Contract for Alaska Access Services dated as of August 7, 2000, (vi) the Sixth Amendment to Contract for Alaska Access Services dated as of February 14, 2001, (vii) the Seventh Amendment to Contract for Alaska Access Services dated as of March 8, 2001, (viii) the Eighth Amendment to Contract for Alaska Access Services dated as of July 1, 2003, (ix) the Ninth Amendment to Contract for Alaska Access Services dated as of January 23, 2005, (x) the Tenth Amendment to Contract for Alaska Access Services dated as of May 1, 2006, (xi) the Eleventh Amendment to Contract for Alaska Access Services dated as of January 1, 2007, (xii) the Twelfth Amendment to Contract for Alaska Access Services dated as of December 13, 2007, (xiii) the Thirteenth Amendment to Contract for Alaska Access Services dated as of December 21, 2007, (xiv) the Fourteenth Amendment to Contract for Alaska Access Services dated as of May 15, 2008, and the Fifteenth Amendment to Contract for Alaska Access Services dated as of May 5, 2009 (collectively, "Agreement"), which set forth the general terms and conditions under which GCI provides certain telecommunications services to Verizon; and

WHEREAS, the Parties desire to further modify the Agreement in accordance with the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- I. **Term.** The final three sentences shall be deleted in their entirety and the following shall be added to the end of the existing text of Section 3, Term, in the Agreement:

"The term for the services for FTS2001 Service shall expire on June 30, 2012, unless the GSA terminates the GSA FTS2001 Bridge Contract between MCI and the GSA. In the event that either (i) the GSA terminates the GSA FTS2001 Bridge Contract between MCI and the GSA or (ii) the term of the GSA FTS2001 Bridge Contract expires, MCI may terminate the FTS2001 Services without liability. Such MCI termination shall be effective as of the date that the GSA FTS2001 Bridge Contract either terminates or expires, as applicable."

- II. **Effect of Amendment.** All other terms and conditions of the Agreement not expressly modified by this Sixteenth Amendment shall remain in full force and effect. The Parties hereby affirm and agree such terms remain binding.
- III. **Further Assurances.** The Parties shall cooperate in good faith, and enter into such other instruments and take such actions, as may be necessary or desirable, to fully implement the intent of this Sixteenth Amendment.
- IV. **Counterparts; Signatures.** This Sixteenth Amendment may be executed in counterparts, each of which shall be deemed an original and both of which shall constitute one and the same instrument. When signed by each Party's authorized representative, a facsimile copy of this Sixteenth Amendment shall have the same force and effect as one bearing an original signature.
- V. **Entire Agreement.** This Sixteenth Amendment, together with the Agreement, including exhibits hereto and other documents incorporated by reference, contains the complete agreement of the Parties with regard to the subject matter herein and supersedes and replaces all other prior contracts and representations concerning its subject matter. In the event of a conflict between the terms of this Sixteenth Amendment and the Agreement, the terms of this Sixteenth Amendment shall control. Any further amendments to the Agreement must be in writing and signed by authorized representatives of both Parties.

IN WITNESS WHEREOF, the Parties hereto each acting with proper authority have executed this Sixteenth Amendment as of the Effective Date.

MCI COMMUNICATIONS SERVICES, INC.

By: /s/ Peter H. Reynolds

Printed Name: Peter H. Reynolds

Title: Director

GCI COMMUNICATION CORP.

By: /s/ Natalie Blaylock

Natalie Blaylock

Vice President & General Manager, Network Access Services

GENERAL COMMUNICATION, INC.

By: /s/ Natalie Blaylock

Natalie Blaylock

Vice President & General Manager, Network Access Services



CONFIDENTIAL

*** 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.

SEVENTEENTH AMENDMENT TO CONTRACT FOR ALASKA ACCESS SERVICES

This SEVENTEENTH AMENDMENT TO THE CONTRACT FOR ALASKA ACCESS SERVICES ("Seventeenth Amendment") is entered into effective as of December 8, 2009 ("Effective Date"), by and between **GENERAL COMMUNICATION, INC.** and its indirectly, wholly-owned subsidiary, **GCI COMMUNICATION CORP.**, both Alaska corporations (together, "**GCI**") with offices located at 2550 Denali Street, Suite 1000, Anchorage, Alaska 99503-2783 and **MCI COMMUNICATIONS SERVICES, INC.**, d/b/a **VERIZON BUSINESS SERVICES** (successor-in-interest to MCI Network Services, Inc., which was formerly known as MCI WORLDCOM Network Services ("**Verizon**") with offices located at 1133 19th Street N.W. Washington, D.C. 20036 (GCI with Verizon, collectively the "Parties," and individually, a "Party").

RECITALS

WHEREAS, GCI and Verizon entered into that certain Contract for Alaska Access Services dated January 1, 1993 ("Original Agreement"), as amended by (i) the First Amendment to Contract for Alaska Access Services dated as of March 1, 1996, (ii) the Second Amendment to Contract for Alaska Access Services dated as of January 1, 1998, (iii) the Third Amendment to Contract for Alaska Access Services dated as of March 1, 1998, (iv) the Fourth Amendment to Contract for Alaska Access Services dated as of January 1, 1999, (v) the Fifth Amendment to Contract for Alaska Access Services dated as of August 7, 2000, (vi) the Sixth Amendment to Contract for Alaska Access Services dated as of February 14, 2001, (vii) the Seventh Amendment to Contract for Alaska Access Services dated as of March 8, 2001, (viii) the Eighth Amendment to Contract for Alaska Access Services dated as of July 1, 2003, (ix) the Ninth Amendment to Contract for Alaska Access Services dated as of January 23, 2005, (x) the Tenth Amendment to Contract for Alaska Access Services dated as of May 1, 2006, (xi) the Eleventh Amendment to Contract for Alaska Access Services dated as of January 1, 2007, (xii) the Twelfth Amendment to Contract for Alaska Access Services dated as of December 13, 2007, (xiii) the Thirteenth Amendment to Contract for Alaska Access Services dated as of December 21, 2007, (xiv) the Fourteenth Amendment to Contract for Alaska Access Services dated as of May 15, 2008, and the Fifteenth Amendment to Contract for Alaska Access Services dated as of May 5, 2009, and the Sixteenth Amendment to Contract for Alaska Access Services dated as of October 13, 2009 (collectively, "Agreement"), which set forth the general terms and conditions under which GCI provides certain telecommunications services to Verizon;

WHEREAS, MCI Communications, Inc. exercised its option to terminate the switched access portion of the Agreement effective as of December 8, 2009, via a notice for Termination of Services. The Parties have reached an agreement in principle on the terms for that service, but are negotiating, but have not completed, a definitive agreement to include all of the terms and conditions for switched access services. The Parties therefore mutually agree to void the aforementioned notice for Termination of Services, and continue to have GCI provide switched access services to Verizon in accordance with the terms of the Agreement; and

WHEREAS, the Parties desire to further modify the Agreement in accordance with the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and the Parties agree to incorporate same into the Agreement.

11. Term. Section 3, Term shall be deleted in its entirety and replaced with the following:

"3.A. For all *** provided by *** to *** under this Agreement, except for the *** term set forth in subsection B, below and the FTS 2001 services term in section C, below, the term of this Agreement is *** from *** (through ***), ***, which shall be *** unless *** the *** by providing written notice of *** to the commencement of any ***. For *** as added by the Fifteenth Amendment, such *** are *** provisions set forth in Section 13, Early Termination of Service Order Supporting Government Contract, of the Agreement.

B. For *** provided by *** to *** hereunder only, the term *** is ***, with *** to *** the *** by *** of *** at *** the *** of any *** or *** the *** agreement for *** is *** Parties.

C. For FTS2001 services provided by *** to *** hereunder only, the term for such FTS2001 Service shall expire on June 30, 2012, unless the GSA terminates the GSA FTS2001 Bridge Contract between MCI and the GSA. In the event that either (i) the GSA terminates the GSA FTS2001 Bridge Contract between MCI and the GSA or (ii) the term of the GSA FTS2001 Bridge Contract expires, MCI may terminate the FTS2001 Services without liability. Such MCI termination shall be effective as of the date that the GSA FTS2001 Bridge Contract either terminates or expires, as applicable.

III. Effect of Amendment. All other terms and conditions of the Agreement not expressly modified by this Seventeenth Amendment shall remain in full force and effect. The Parties hereby affirm and agree such terms remain binding.

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

V. Counterparts: Signatures. This Seventeenth Amendment may be executed in counterparts, each of which shall be deemed an original and both of which shall constitute one and the same instrument. When signed by each Party's authorized representative, a facsimile copy of this Seventeenth Amendment shall have the same force and effect as one bearing an original signature.

VI. Entire Agreement. This Seventeenth Amendment, together with the Agreement, including exhibits hereto and other documents incorporated by reference, contains the complete agreement of the Parties with regard to the subject matter herein and supersedes and replaces all other prior contracts and representations concerning its subject matter. In the event of a conflict between the terms of this Seventeenth Amendment and the Agreement, the terms of this Seventeenth Amendment shall control. Any further amendments to the Agreement must be in writing and signed by authorized representatives of both Parties.

IN WITNESS WHEREOF, the Parties hereto each acting with proper authority have executed this Seventeenth Amendment as of the Effective Date.

MCI COMMUNICATIONS SERVICES, INC.

By: /s/ Peter H. Reynolds

Printed Name: Peter H. Reynolds

Title: Director

GCI COMMUNICATION CORP.

By: /s/ Natalie Blaylock

Natalie Blaylock

Vice President & General Manager, Network Access Services

GENERAL COMMUNICATION, INC.

By: /s/ Natalie Blaylock

Natalie Blaylock

Vice President & General Manager, Network Access Services

SECTION 302 CERTIFICATION

I, Ronald A. Duncan, certify that:¹

1. I have reviewed this annual report on Form 10-K/A of General Communication, Inc. for the period ended December 31, 2009; and
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

Date: May 25, 2010

/s/ Ronald A. Duncan

Ronald A. Duncan
President and Director

¹ Paragraph 3 is omitted since no financial statements are included in the amended filing. Paragraphs 4 and 5 are omitted since the amendment does not contain an amendment to the Regulation S-K Item 307 and 308 disclosures regarding the evaluation of disclosure controls and procedures and internal controls over financial reporting.

SECTION 302 CERTIFICATION

I, John M. Lowber, certify that:¹

1. I have reviewed this annual report on Form 10-K of General Communication, Inc. for the period ended December 31, 2009; and
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

Date: May 25, 2010

/s/ John M. Lowber

John M. Lowber

Senior Vice President, Chief Financial Officer, Secretary and Treasurer

¹Paragraph 3 is omitted since no financial statements are included in the amended filing. Paragraphs 4 and 5 are omitted since the amendment does not contain an amendment to the Regulation S-K Item 307 and 308 disclosures regarding the evaluation of disclosure controls and procedures and internal controls over financial reporting.
