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November 21, 2006

Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, DC 20554

Re: Applications for the Assignment of Licenses from Denali PCS, L.L.C. to Alaska DigiTel, L.L.C., and the Transfer of Control of Interests in Alaska DigiTel, L.L.C. to General Communication, Inc. (WT Docket No. 06-114).

Dear Ms. Dortch:

On November 20, 2006, Carl Northrop and Michael Lazarus of Paul, Hastings, Janofsky and Walker LLP, outside counsel to General Communication, Inc. ("GCI"), and Russell Lukas, outside counsel to Denali PCS, L.L.C. ("Denali") and Alaska DigiTel, L.L.C. ("DigiTel"), participated in a meeting with Commission staff members Erin McGrath, Paul Murray, Blaise Scinto, and Neil Dellar (collectively, the "Staff") to respond to a question posed by the Staff in connection with the above-referenced transaction.¹ This letter is being filed by counsel to GCI, with the knowledge and consent of counsel to Denali and DigiTel, in satisfaction of the Applicants' obligations pursuant to Section 1.1206 of the Commission's rules. 47 C.F.R. § 1.1206.

The question posed by the Staff was whether GCI was willing to put safeguards in place to guard against (i) the transmission to DigiTel of competitively sensitive information received by GCI under its reseller arrangement with Dobson Cellular Systems, Inc. ("Dobson"); and (ii) the transmission to Dobson of competitively sensitive information received by the member to be appointed by GCI to the DigiTel Board upon consummation of the proposed transaction.

In the presentation made to the Staff on November 20, 2006, as an initial matter, the Applicants reiterated that this transaction can be approved without any conditions. The Applicants have demonstrated that this transaction is in the public interest, and that no competitive harm will result due to this transaction. GCI also indicated to the Staff that no non-public competitively sensitive information has been communicated by GCI between Dobson and DigiTel, nor did GCI have any intention of deviating from this course in the future if the transaction was granted without conditions.

¹ Collectively, GCI, DigiTel and Denali are referred to herein as "the Applicants."

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Nevertheless, in response to the Staff inquiry, and in order to bring this extended proceeding to a conclusion, the Applicants indicated that they would accept grants by the Commission of their Joint Applications² subject to a number of conditions. These proposed conditions were reflected in a handout to the Commission Staff during the November 20, 2006 meeting, a copy of which is attached as Attachment A to this letter.

At the meeting, the Staff suggested certain modifications to the proposed conditions. The Applicants incorporated these modifications in the revised set of conditions set forth in Attachment B hereto, a copy of which was transmitted to the Staff today.

Please contact the undersigned, or Thomas Gutierrez at (703) 584-8662, should you have any questions regarding this matter.

Sincerely,

/s/ Carl W. Northrop

Carl W. Northrop
for PAUL, HASTINGS, JANOFSKY & WALKER LLP

cc: (via email) Russell Lukas
Thomas Gutierrez
Michael Lazarus
Kathy Harris
Erin McGrath
Susan Singer
Neil Dellar
Blaise Scinto
Paul Murray
Stefan Lopatkiewicz
Elisabeth Ross

² See Application to Assign Licenses Held by Denali PCS, L.L.C. to Alaska DigiTel, LLC, File No. 0002453582 filed January 27, 2006 and Application to Transfer Control of Licenses Held by Alaska DigiTel, LLC, File No. 0002453706 filed January 27, 2006.

Attachment A

Condition

The grants by the Commission of the Joint Applications¹ filed by Denali PCS, L.L.C. ("Denali"), Alaska DigiTel, L.L.C ("DigiTel") and General Communication, Inc. ("GCI") are subject to the following conditions:

1. The Agreement entered into between GCI and Dobson Cellular Systems, Inc. ("Dobson") as of July 26, 2004 (the "Reseller Agreement") and the concurrent letter of intent ("LOI") associated therewith shall be amended prior to the consummation of the transaction contemplated by the Joint Applications to provide that:

(a) Any Non-Public Competitively Sensitive Information (as defined in paragraph 5 herein and to be incorporated into the Reseller Agreement) provided by Dobson to GCI shall be shall be treated as "Confidential" by GCI.

(b) The role of the "Relationship Officer" appointed by GCI pursuant to Section 8(a)(i) of the Reseller Agreement (the "GCI Relationship Officer") shall be expanded to include responsibility for overseeing all aspects of the contractual relationship with Dobson. Any Non-Public Competitively Sensitive Information provided by Dobson to GCI shall be so designated to the GCI Relationship Officer at the time of delivery so that the GCI Relationship Officer may take appropriate steps to protect the confidentiality of the Non-Public Competitively Sensitive Information.

2. The GCI Relationship Officer designated by GCI under the Reseller Agreement with Dobson shall not be the individual designated by GCI to serve on the DigiTel Board.

¹ See Application to Assign Licenses Held by Denali PCS, L.L.C. to Alaska DigiTel, LLC, File No. 0002453582 filed January 27, 2006 and Application to Transfer control of Licenses Held by Alaska DigiTel, LLC, File No. 0002453706 filed January 27, 2006.

3. The GCI Relationship Officer shall not convey Non-Public Competitively Sensitive Information to any officer, director, employee or representative of DigiTel, including, without limitation, the individual designated by GCI to serve on the DigiTel Board.

4. The DigiTel Board member designated by GCI shall not provide, communicate, or convey in any manner to the GCI Relationship Officer or to any officer, director, employee or representative of Dobson any Non-Public Competitively Sensitive Information obtained as a result of his or her position on the DigiTel Board.

5. For the purpose of these conditions, the term "Non-Public Competitively Sensitive Information" shall refer to any and all non-public information provided by Dobson to GCI pursuant to the Reseller Agreement or the LOI or by DigiTel to the DigiTel Board Member appointed by GCI that, if released to a competitor, would allow the competitor to gain a significant advantage in the marketplace, such as (i) customer and subscriber data, (ii) customer proprietary network information (CPNI), (iii) rate and pricing data, (iv) trade secrets, (v) information pertaining to new product or service offerings, (vi) information pertaining to network changes, system coverage and technology selection, and (vii) information relating to the terms and conditions of service. Non-Public Competitively Sensitive Information shall also include non-public information provided by Dobson to GCI pursuant to Sections 3(b)(v), 4(a)(i), 7(a)(i), 7(a)(iii), and 9(a)(i) of the Distribution Agreement and non-public information provided by Dobson to GCI with respect to the possible network enhancements and service enhancements referenced in the LOI.

Attachment B

Condition

The grants by the Commission of the Joint Applications¹ filed by Denali PCS, L.L.C. ("Denali"), Alaska DigiTel, L.L.C ("DigiTel") and General Communication, Inc. ("GCI") are subject to the following conditions:

1. The Agreement entered into between GCI and Dobson Cellular Systems, Inc. ("Dobson") as of July 26, 2004 (the "Reseller Agreement") and the concurrent letter of intent ("LOI") associated therewith shall be amended prior to the consummation of the transaction contemplated by the Joint Applications to provide that:

(a) Any Non-Public Competitively Sensitive Information, as defined in paragraph 5 herein (which definition shall be incorporated into the Reseller Agreement and the LOI), provided by Dobson to GCI shall be treated as "Confidential" by GCI.

(b) The role of the "Relationship Officer" appointed by GCI pursuant to Section 8(a)(i) of the Reseller Agreement (the "GCI Relationship Officer") shall be expanded to include responsibility for overseeing all aspects of the contractual relationship with Dobson. Any Non-Public Competitively Sensitive Information provided by Dobson to GCI shall be so designated to the GCI Relationship Officer by Dobson at the time of delivery so that the GCI Relationship Officer may take appropriate steps to protect the confidentiality of the Non-Public Competitively Sensitive Information.

2. The GCI Relationship Officer designated by GCI under the Reseller Agreement with Dobson shall not be the individual designated by GCI to serve on the DigiTel Board. Once a GCI employee ceases serving as the GCI Relationship Officer, that employee shall not serve as

¹ See Application to Assign Licenses Held by Denali PCS, L.L.C. to Alaska DigiTel, LLC, File No. 0002453582 filed January 27, 2006 and Application to Transfer Control of Licenses Held by Alaska DigiTel, LLC, File No. 0002453706 filed January 27, 2006.

the DigiTel Board member designated by GCI for a period of at least two years. Once a GCI employee ceases serving as the DigiTel Board member designated by GCI, that employee shall not serve as the GCI Relationship Officer for a period of at least two years.

3. Neither the GCI Relationship Officer, nor any GCI employee that becomes privy to any Non-Public Competitively Sensitive Information pertaining to Dobson shall provide, communicate, or convey in any manner such Non-Public Competitively Sensitive Information to any officer, director, employee or representative of DigiTel, including, without limitation, the individual designated by GCI to serve on the DigiTel Board.

4. Neither the DigiTel Board member designated by GCI, nor any GCI employee that becomes privy to any Non-Public Competitively Sensitive Information pertaining to DigiTel that was obtained by the DigiTel Board member as a result of his or her position on the DigiTel Board shall provide, communicate, or convey in any manner such Non-Public Competitively Sensitive Information to the GCI Relationship Officer or to any officer, director, employee or representative of Dobson.

5. For the purpose of these conditions, the term "Non-Public Competitively Sensitive Information" shall refer to any and all non-public information provided by Dobson to GCI pursuant to the Reseller Agreement or the LOI or by DigiTel to the DigiTel Board Member designated by GCI that, if released to a competitor, would allow the competitor to gain a significant advantage in the marketplace, such as (i) customer and subscriber data, (ii) customer proprietary network information (CPNI), (iii) rate and pricing data, (iv) trade secrets, (v) information pertaining to new product or service offerings, (vi) information pertaining to network changes, system coverage and technology selection, and (vii) information relating to the terms and conditions of service. Non-Public Competitively Sensitive Information pertaining to

Dobson also shall include non-public information provided by Dobson to GCI pursuant to Sections 3(b)(v), 4(a)(i), 7(a)(i), 7(a)(iii), and 9(a)(i) of the Distribution Agreement and non-public information provided by Dobson to GCI with respect to the possible network enhancements and service enhancements referenced in the LOI.

6. GCI will appoint a compliance officer (the “Conditions Compliance Officer”) to oversee GCI’s compliance with the foregoing provisions. The Conditions Compliance Officer shall (i) communicate the nature and extent of the confidentiality restrictions to potentially affected GCI personnel along with the fact that GCI would consider any knowing and willful violation of the restrictions to be a serious matter that could result in disciplinary action or dismissal; (ii) act as a point of contact for GCI personnel who have information to report regarding a violation or possible violation of the foregoing provisions; (iii) investigate and act upon any known or reported violations of the foregoing provisions.