

**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): December 31, 2008

General Communication, Inc.

---

(Exact name of registrant as specified in its charter)

Alaska	0-15279	92-0072737
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

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

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

NONE

---

(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-2(b))

Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

## **Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers**

On June 12, 1989, General Communication, Inc. (the “Company”) and Ronald A. Duncan, the Company’s principal executive officer, entered into a Deferred Bonus Agreement pursuant to which Mr. Duncan’s deferred bonus account under the agreement was credited with \$325,000 on June 12, 1989. On August 13, 1993, the Company and Mr. Duncan entered into a Deferred Compensation Agreement pursuant to which Mr. Duncan’s deferred compensation account under the agreement was credited with amounts totaling \$625,000 from 1993 through 1997. Earnings on each of these accounts have been credited as if the funds in each account were invested entirely in Class A common stock of the Company. The Deferred Bonus Agreement and the Deferred Compensation Agreement have previously been filed as exhibits to a Form 10-K filed by the Company with the Securities and Exchange Commission for the year ended December 31, 1989 and December 31, 1993, respectively, and are collectively referred to as the “Agreements.” The Company’s obligations under the Agreements were assumed by the Company’s wholly-owned subsidiary, GCI Communications Corp. (the “Employer”), in 1997.

On December 31, 2008, the Company, the Employer and Mr. Duncan entered into an Amendment to Deferred Bonus Agreement and an Amendment to Deferred Compensation Agreement (collectively, the “Amendments”) in order to amend the Agreements to comply with, and take certain actions permitted by, Section 409A of the Internal Revenue Code of 1986, as amended, and the transition rules and final regulations issued thereunder. The descriptions of the Amendments below are summaries only and do not purport to be complete descriptions of all of their terms and conditions. These descriptions are qualified in their entirety by references to the Amendments, which are filed herewith as Exhibit 10.159 and Exhibit 10.160.

Pursuant to the Amendments, the amounts in Mr. Duncan’s deferred bonus account and deferred compensation account under the Agreements will be paid to him in cash on February 8, 2009. In order to determine the values of these accounts, Mr. Duncan may, through February 7, 2009, irrevocably elect to have the earnings on each account determined as if the Class A common stock of the Company, upon which the earnings in each account are based, was sold at the market value of such shares as reported on the Nasdaq as of the date and time of such election. The value of the deferred bonus account and the deferred compensation account, based on the closing price of the Class A common stock of the Company as reported on the Nasdaq on December 31, 2008, total approximately \$850,348 and \$729,880, respectively.

## **Item 9.01 Financial Statements and Exhibits**

### **(d) Exhibits**

<b><u>Exhibit No.</u></b>	<b><u>Description of Exhibit</u></b>
10.159	Amendment to Deferred Bonus Agreement dated December 31, 2008 by and among the Company, the Employer and Mr. Duncan.
10.160	Amendment to Deferred Compensation Agreement dated December 31, 2008 by and among the Company, the Employer and Mr. Duncan.

## 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: January 6, 2009

By: /s/ John M. Lowber

Name: John M. Lowber

Title: Senior Vice President, Chief

Financial Officer, Secretary and Treasurer

**AMENDMENT TO  
DEFERRED BONUS AGREEMENT  
WITH  
RONALD A. DUNCAN**

This Amendment to the Deferred Bonus Agreement is made this 31st day of December, 2008, by and among General Communication, Inc. (“GCI”), GCI Communication Corp. (the “Employer”) and Ronald A. Duncan (“Duncan”).

WHEREAS, GCI and Duncan entered into a Deferred Bonus Agreement (the “Agreement”) on June 12, 1989;

WHEREAS, the Employer assumed the obligations of GCI under the Agreement in 1997;

WHEREAS, pursuant to the Agreement, Duncan’s Deferred Bonus Account under the Agreement was credited with \$325,000 on June 12, 1989;

WHEREAS, pursuant to Section 3 of the Agreement, earnings have been credited, for all periods, to Duncan’s Deferred Bonus Account as if the Deferred Bonus Account was invested entirely in Class A common stock of GCI;

WHEREAS, Section 9 of the Agreement provides that the parties may amend the Agreement at any time;

WHEREAS, the parties desire to (a) amend the Agreement to comply with Section 409A of the Internal Revenue Code of 1986, as amended and the final regulations issued thereunder (“Section 409A”); and (b) take advantage of the transition rules provided under Section 409A to make a payment in full of all amounts credited to Duncan under the Agreement on February 8, 2009;

NOW THEREFORE, the parties agree as follows:

1. Notwithstanding any other provision of the Agreement, Duncan’s entire Deferred Bonus Account, including any earnings credited to the Deferred Bonus Account, shall be paid to Duncan, in one lump sum cash payment, less required withholdings, on February 8, 2009;
2. For purposes of determining the value of the Deferred Bonus Account as of the February 8, 2009, payment date, Duncan has the right, effective from the date this Amendment is signed through and including February 7, 2009, to elect to have the earnings on the Deferred Bonus Account determined as if the Class A common stock of GCI, upon which earnings on the Deferred Bonus Account currently are being based pursuant to Section 3 of the Agreement, was sold at the market value of such shares as reported on the Nasdaq (disregarding any commissions or transaction fees) as of the date and time of such election (which may not be retroactive). This election shall be communicated by Duncan in writing (and an e-mail may suffice for such

writing) to John Lowber indicating the prospective date and time of such "sale." Such election, once made, shall be irrevocable. Once the value of the Deferred Bonus Account is determined as provided in this paragraph 3, such Deferred Bonus Account will not be further adjusted for any earnings or interest after such date.

3. The payment of Duncan's Deferred Bonus Account on February 8, 2009, shall be in complete satisfaction of all benefits under the Agreement to which Duncan is entitled, and no benefits shall accrue or be credited to Duncan under the Agreement after such payment.

4. Each provision of the Agreement that is inconsistent with the provisions set forth above hereby are amended to be consistent with this Amendment, including any provision relating to the time and form of payment of the Deferred Bonus Account.

5. It is intended that the Agreement and this Amendment comply in all respects with the provisions of Section 409A, and this Amendment and the remaining provisions of the Agreement shall be interpreted in a manner consistent with Section 409A.

IN WITNESS WHEREOF, the undersigned officers, being duly authorized by GCI and the Employer, respectively, and Duncan hereby approve and adopt this Amendment to be effective as of the date first set forth above.

GENERAL COMMUNICATION, INC.

By: /s/ John M. Lowber  
Title: Senior Vice President  
Chief Financial Officer

GCI COMMUNICATION CORP.

By: /s/ John M. Lowber  
Title: Senior Vice President  
Chief Financial Officer

/s/ Ronald A. Duncan  
Ronald A. Duncan

**AMENDMENT TO  
DEFERRED COMPENSATION AGREEMENT  
WITH  
RONALD A. DUNCAN**

This Amendment to the Deferred Compensation Agreement is made this 31st day of December, 2008, by and among General Communication, Inc. (“GCI”), GCI Communication Corp. (the “Employer”) and Ronald A. Duncan (“Duncan”).

WHEREAS, GCI and Duncan entered into a Deferred Compensation Agreement (the “Agreement”) on August 13, 1993;

WHEREAS, the Employer assumed the obligations of GCI under the Agreement in 1997;

WHEREAS, pursuant to the Agreement, Duncan’s deferred compensation account under the Agreement was credited with certain specified amounts for each year from 1993 through 1997, totaling \$625,000;

WHEREAS, GCI and Duncan agreed that earnings on the amount credited to Duncan’s deferred compensation account under the Agreement would be credited as if the deferred compensation account was invested entirely in Class A common stock of GCI;

WHEREAS, the parties desire to (a) amend the Agreement to comply with Section 409A of the Internal Revenue Code of 1986, as amended and the final regulations issued thereunder (“Section 409A”); and (b) take advantage of the transition rules provided under Section 409A to make a payment in full of all amounts credited to Duncan under the Agreement on February 8, 2009;

NOW THEREFORE, the parties agree as follows:

1. Notwithstanding any other provision of the Agreement, Duncan’s entire deferred compensation account under the Agreement, including any earnings credited to the deferred compensation account, shall be paid to Duncan, in one lump sum cash payment, less required withholdings, on February 8, 2009;

2. For purposes of determining the value of the deferred compensation account as of the February 8, 2009, payment date, Duncan has the right, effective from the date this Amendment is signed through and including February 7, 2009, to elect to have the earnings on the deferred compensation account determined as if the Class A common stock of GCI, upon which earnings on the deferred compensation account currently are being based, was sold at the market value of such shares as reported on the Nasdaq (disregarding any commissions or transaction fees) as of the date and time of such election (which may not be retroactive). This election shall be communicated by Duncan in writing (and an e-mail may suffice for such writing) to John Lowber indicating the prospective date and time of such “sale.” Such election,

once made, shall be irrevocable. Once the value of the deferred compensation account is determined as provided in this paragraph 3, such deferred compensation account will not be further adjusted for any earnings or interest after such date.

3. The payment of Duncan's deferred compensation account on February 8, 2009, shall be in complete satisfaction of all benefits under the Agreement to which Duncan is entitled, and no benefits shall accrue or be credited to Duncan under the Agreement after such payment.

4. Each provision of the Agreement that is inconsistent with the provisions set forth above hereby are amended to be consistent with this Amendment, including any provision relating to the time and form of payment of the deferred compensation account.

5. It is intended that the Agreement and this Amendment comply in all respects with the provisions of Section 409A, and this Amendment and the remaining provisions of the Agreement shall be interpreted in a manner consistent with Section 409A.

IN WITNESS WHEREOF, the undersigned officers, being duly authorized by GCI and the Employer, respectively, and Duncan hereby approve and adopt this Amendment to be effective as of the date first set forth above.

GENERAL COMMUNICATION, INC.

By: /s/ John M. Lowber  
Title: Senior Vice President  
Chief Financial Officer

GCI COMMUNICATION CORP.

By: /s/ John M. Lowber  
Title: Senior Vice President  
Chief Financial Officer

/s/ Ronald A. Duncan  
Ronald A. Duncan