

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D
Under the Securities Exchange Act of 1934

General Communication, Inc.

(Name of Issuer)

Class A Common Stock

(Title of Class of Securities)

369385 10 9

(CUSIP Number)

Mr. Stuart Haney, House Counsel, Kent Farms, Middleburg, VA 20117
(540) 687-4000

(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 [].

CUSIP NO. 369385 10 9

1) Name of Reporting Person
S.S. or I.R.S. Identification No. of Above Person

Jack Kent Cooke Incorporated #94-2375917

2) Check the Appropriate Box if a Member of a Group (See Instructions)

(a) []
(b) []

3) SEC Use Only

4) Source of Funds

00

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

6) Citizenship or Place of Organization

Nevada

Number of Shares 7. Sole Voting Power
2,923,077

Beneficially Owned by 8. Shared Voting Power
0

Each Reporting Person With 9. Sole Dispositive Power
2,923,077

10. Shared Dispositive Power

0

11) Aggregate Amount Beneficially Owned by Each Reporting Person
(See Instructions)

2,923,077

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

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

8%

14) Type of Reporting Person

CO

ITEM 1. SECURITY AND ISSUER.

This statement on Schedule 13D relates to shares of Class A Common Stock ("Shares") of General Communication, Inc., an Alaska corporation whose principal executive offices are at 2550 Denali Street, Suite 1000, Anchorage, Alaska 99503-2781.

ITEM 2. IDENTITY AND BACKGROUND

This Schedule 13D is filed by Jack Kent Cooke Incorporated, a Nevada corporation whose principal executive offices are at Kent Farms, Middleburg, Virginia 20117, by reason of the acquisition of Shares by three of its directly or indirectly wholly owned subsidiaries, Alaskan Cable Network/Ketchikan-Sitka, Inc., Alaskan Cable Network/Juneau, Inc., and Alaskan Cable Network/Fairbanks, Inc., each of which is an Alaska corporation with its principal executive offices at the same location. Prior to the transactions described in Item 3 below, such entities were owners and operators of cable television systems. Jack Kent Cooke Incorporated and its affiliates are in the business of owning and operating media properties, commercial real estate and other investments.

The name, business address, and present principal occupation of each director and executive officer of Jack Kent Cooke Incorporated and certain related information are set forth in Schedule I attached hereto ("Schedule I"). The information set forth in Schedule I is incorporated herein by reference.

During the last five years, neither Jack Kent Cooke Incorporated, nor to the best knowledge of Jack Kent Cooke Incorporated, any of the directors, executive officers or controlling persons of Jack Kent Cooke Incorporated has (i) been convicted in a criminal proceeding (excluding traffic violations and similar misdemeanors) or (ii) been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is 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 a finding of any violation with respect to such laws.

The citizenship of each of the directors and executive officers of Jack Kent Cooke Incorporated is set forth in Schedule I.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.

On October 31, 1996, pursuant to an Asset Purchase Agreement among Alaskan Cable Network/Ketchikan-Sitka, Inc., Alaskan Cable Network/Juneau, Inc. and Alaskan Cable Network/Fairbanks, Inc. ("Sellers"), and General Communication, Inc. ("Buyer"), Sellers sold and Buyer purchased substantially all of the cable television assets of Sellers for total consideration of \$51 million in cash and 2,923,077 Shares of Buyer. At that time, according to Buyer, such 2,923,077 Shares represented approximately eight percent (8%) of the issued and outstanding voting securities of Buyer.

ITEM 4. PURPOSE OF TRANSACTION.

The Shares were acquired as a portion of the consideration delivered by Buyer in exchange for assets of Sellers as described in Item 3 above. Such Shares are presently held for investment and potential resale. Neither Jack Kent Cooke Incorporated nor Sellers have any present plans or proposals which relate to or would result in any of the actions or activities referred to in this Item.

ITEM 5. INTEREST IN SECURITIES OF ISSUER.

The following direct or indirect wholly owned subsidiaries of Jack Kent Cooke Incorporated hold voting and dispositive power with respect to the Shares indicated; all such Shares were acquired on October 31, 1996 in the transaction described in Item 3 above.

Alaskan Cable Network/Ketchikan-Sitka, Inc.	701,539 (2%)
Alaskan Cable Network/Juneau, Inc.	1,110,769 (3%)
Alaskan Cable Network/Fairbanks, Inc.	1,110,769 (3%)

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER.

(a) Registration Rights Agreement

In connection with the consummation of the Asset Purchase Agreement referred to in Item 3 above, Sellers entered into a certain Registration Rights Agreement dated as of October 31, 1996 ("Registration Rights Agreement") pursuant to which Sellers agreed to certain restrictions and limitations on their right to resell the securities acquired from Buyer and were afforded certain rights to cause such securities to be registered for resale under the Securities Act of 1933.

(b) Escrow Agreement

In connection with the consummation of the Asset Purchase Agreement referred to in Item 3 above, Sellers, Buyer and the National Bank of Alaska ("Escrow Agent") entered into a certain Escrow Agreement dated as of October 31, 1996 ("Escrow Agreement") pursuant to which Sellers deposited an aggregate of 538,000 shares of the Class A Common Stock issued at the closing with the Escrow Agent to secure certain indemnification obligations of Sellers under the Asset Purchase Agreement. Buyer also deposited an

additional 538,000 shares of Class A Common Stock with the Escrow Agent to secure its own indemnification obligations under the Escrow Agreement. The term of the Escrow Agreement is to expire on April 30, 1997.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.

(a) Form of Registration Rights Agreement, filed as part of Exhibit 2 to General Communication, Inc.'s Registration Statement on Form S-4 under the Securities Act of 1933 (Reg. No. 333-13473), is incorporated herein by reference.

(b) Escrow Agreement.

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 11, 1996

(Date)

Jack Kent Cooke Incorporated

/s/ Stuart Haney

(Signature)

Stuart Haney, House Counsel

(Name and Title)

SCHEDULE I

The names and business addresses of the executive officers and directors of Jack Kent Cooke Incorporated ("JKC") together with their present principal occupations or employment, and the names, principal businesses, and addresses of any corporation or other organizations in which such principal occupations or employments are conducted, are set forth below. Unless otherwise indicated, each individual named below is a citizen of the United States, and the business address of each executive officer or director of JKC is Kent Farms, Middleburg, Virginia 20117. Unless otherwise indicated, the address of the corporation or other organization in which an individual's principal occupation is carried on is the same as his business address.

Name and Business Address -----	Present Principal Occupation or Employment -----
Jack Kent Cooke (1)	President of JKC
John Kent Cooke, Sr. (1)	Vice President of JKC
Stuart Haney (1)	House Counsel of JKC
Gregory Dillon	Treasurer of JKC
Lee Phaup	Secretary of JKC

(1) Director of JKC

INDEX TO EXHIBITS

Exhibit -----	Description -----
(a)	Form of Registration Rights Agreement, filed as part of Exhibit 2 to General Communication, Inc.'s Registration Statement on Form S-4 under the Securities Act of 1933 (Reg. No. 333-13473), is incorporated herein by reference.
(b)	Escrow Agreement.

ESCROW AGREEMENT

This Escrow Agreement ("Agreement") is dated effective as of October 31, 1996, and entered into among National Bank of Alaska ("Escrow Agent"), Alaskan Cable Network/Fairbanks, Inc. ("ACNFI"), Alaskan Cable Network/Juneau, Inc. ("ACNJI") and Alaskan Cable Network Ketchikan-Sitka, Inc. ("ACNCSI," collectively, "Sellers"), and General Communication, Inc., an Alaska corporation ("GCI"). Sellers and GCI are collectively referred to in this Agreement as "Transaction Parties." Sellers and GCI are parties to a Asset Purchase and Sale Agreement dated as of April 15, 1996 ("Purchase Agreement").

For valuable consideration, the parties agree as follows

1. Escrow Agent. The Transaction Parties appoint

and designate Escrow Agent as escrow agent for the purposes set forth in this Agreement, and Escrow Agent accepts such appointment on the terms provided in this Agreement.

2. Deposits with Escrow Agent. Escrow Agent will

establish and maintain an escrow account (which, together with all funds, instruments and securities delivered to Escrow Agent by and on behalf of Sellers or GCI, and all earnings thereon, are referred to collectively as the "Escrow Fund"). Upon the execution of this Agreement, Sellers will cause delivery to Escrow Agent the aggregate amount of Five Hundred Thirty-Eight Thousand (538,000) shares of Class A common stock, no par value ("GCI Class A Stock"), of GCI ("Sellers' Escrow Shares"). Upon execution hereof, GCI will cause delivery to Escrow Agent Five Hundred Thirty-Eight Thousand (538,000) shares of GCI Class A Stock (the "GCI Escrow Shares"). The Transaction Parties agree that the value of a share of GCI Class A Stock for purposes of this Agreement is Six and 50/100 Dollars (\$6.50) ("GCI Share Price").

3. Investment of Escrow Fund. Escrow Agent will

invest any cash held in the Escrow Fund, and the Earnings (as defined in Section 6 of this Agreement) from the investment

thereof, in Investment Securities (as Jointly directed by the Transaction Parties) or in other investments if directed by the joint written instructions of the Transaction Parties and Escrow Agent shall separately account for the Earnings received with respect to the Sellers' Escrow Shares and the Earnings received with respect to the GCI Escrow Shares. The term "Investment Securities" means (i) United States government securities or securities of agencies of the United States government which are guaranteed by the United States government, (ii) commercial paper issued by corporations, each of which will have a consolidated net worth of at least \$250 million and each of which conducts a substantial part of its business in the United States of America, maturing within 180 days from the date of the original issue thereof but in no event later than the Escrow Disbursement Date except if a GCI Claim Certificate or a Sellers' Claim Certificate (as defined below) has been delivered to Escrow Agent, and carrying the highest rating by Moody's Investors Service, Inc. ("Moody's") or Standard and Poor's Corporation ("S&P"), and (iii) certificates of deposit maturing within 180 days of

the date of purchase but in no event later than the Escrow Disbursement Date except if a GCI Claim Certificate or a Sellers' Claim Certificate has been delivered to Escrow Agent, which are issued by any United States national or state bank whose long term debt rating is rated A3 or better by Moody's or A- or better by S&P and which has capital, surplus and undivided profits totaling more than \$250 million. Escrow Agent shall provide a monthly report to Sellers and to GCI, which report shall include a list of the holdings in the Escrow Fund and all transactions relating thereto.

4. Disbursement of Sellers' Escrow Deposit.

(a) Except as otherwise provided in this SECTION 4(a), Escrow Agent will disburse the Sellers' Escrow Shares to Sellers (or as directed by Sellers in a written certificate delivered by Sellers to Escrow Agent prior to the Escrow Disbursement Date, as defined below) on April 30, 1997 ("Escrow Disbursement Date"). If, prior to the Escrow Disbursement Date, Escrow Agent receives a certificate signed on behalf of GCI (a "GCI Claim Certificate") in the form of EXHIBIT A with completed information concerning the nature and amount of an indemnification claim by GCI under the Purchase Agreement ("GCI Claim Amount") which will in no event exceed Three Million Four Hundred Ninety Seven Thousand and no/100 Dollars (\$3,497,000), Escrow Agent will retain in

the Escrow Fund that number of the Sellers' Escrow Shares, at a price per share equal to the GCI Share Price (the "Retained Sellers' Shares"), as is equal to the certified GCI Claim Amount for disbursement in accordance with Section 4(a)(i) OR (ii) as applicable. Escrow Agent will disburse the remainder of the Sellers' Escrow Shares (and all Earnings thereon) that are not required to be retained pursuant to the preceding sentence to Sellers on the Escrow Disbursement Date. If a GCI Claim Certificate is delivered to Escrow Agent prior to the Escrow Disbursement Date, Escrow Agent will retain the Retained Sellers' Shares in the Escrow Fund pursuant to this Agreement until either:

(i) Escrow Agent receives Joint written instructions signed on behalf of Sellers and GCI specifying the method for disbursing the Retained Sellers' Shares in which case such shares and all Earnings thereon will be disbursed promptly by Escrow Agent in accordance with such instructions;
or

(ii) Escrow Agent receives an official copy of a final, non-appealable order issued by a court of competent jurisdiction specifying the method for disbursement of the Retained Sellers' Shares, in which case such Shares and all Earnings thereon will be disbursed promptly by Escrow Agent in accordance with such instructions.

(b) Notwithstanding anything to the contrary in this Agreement, Escrow Agent will disburse the Sellers' Escrow Shares in accordance with any Joint written instructions signed by the Transaction Parties.

(c) All disbursements of funds, if any, in the Escrow Fund pursuant to this Section 4 will be by wire or interbank transfer of immediately available funds to the account or accounts designated in writing by Sellers or GCI, as applicable.

(d) GCI will deliver a copy of any GCI Claim Certificate to Sellers contemporaneously with or before delivery of the GCI Claim Certificate to Escrow Agent.

5. Disbursement of the GCI Escrow Deposit.

(a) Except as otherwise provided in this SECTION 5(a), Escrow Agent will disburse the GCI Escrow Shares to GCI on the Escrow Disbursement Date. If, prior to the Escrow Disbursement Date, Escrow Agent receives a certificate signed on behalf of Sellers (a "Sellers' Claim Certificate") in the form of EXHIBIT B with completed information concerning the nature and amount of an indemnification claim by Sellers under the Purchase Agreement ("Sellers' Claim Amount") which will in no event exceed Three Million Four Hundred Ninety Seven Thousand and no/100 Dollars, Escrow Agent will retain in the Escrow Fund (x) that number of the GCI Escrow Shares, at a price per share equal to the GCI Share Price (the "Retained GCI Shares"), as is equal to the certified Sellers' Claim Amount, for disbursement in accordance with SECTION 5(a)(i) OR (ii) as applicable. Escrow Agent will disburse the remainder of the GCI Escrow Shares (and all Earnings thereon) that are not required to be retained pursuant to the preceding sentence to GCI on the Escrow Disbursement Date. If a Sellers' Claim Certificate is delivered to Escrow Agent prior to the Escrow Disbursement Date, Escrow Agent will retain the Retained GCI Shares in the Escrow Fund pursuant to this Agreement until either:

(i) Escrow Agent receives joint written instructions signed on behalf of Sellers and GCI specifying the method for disbursing the Retained GCI Shares, in which case such shares, and Earnings thereon will be disbursed promptly by Escrow Agent in accordance with such instructions; or

(ii) Escrow Agent receives an official copy of a final, non-appealable order issued by a court of competent jurisdiction specifying the method for disbursement of the Retained GCI Shares, in which case such Shares and Earnings thereon will be disbursed promptly by Escrow Agent in accordance with such instructions.

(b) Notwithstanding anything to the contrary in this Agreement, Escrow Agent will disburse the GCI Escrow Deposit in accordance with any Joint written instructions signed by Sellers and GCI.

(c) All disbursements of funds, if any, in the Escrow Fund pursuant to this SECTION 5 will be by wire or interbank transfer of immediately available funds to the account or accounts designated in writing by Sellers or GCI, as applicable.

(d) Sellers will deliver a copy of any Sellers' Claim Certificate to GCI contemporaneously with or before delivery of the Sellers' Claim Certificate to Escrow Agent.

6. Disbursement of Earnings, etc. The interest,

earnings and/or gains ("Earnings") received by Escrow Agent with respect to the Escrow Securities, the Escrow Cash or from the investment of any other cash held in the Escrow Fund will be reinvested by Escrow Agent as permitted in SECTION 3 of this Agreement. With a disbursement of all or a portion of the Escrow Fund pursuant to SECTIONS 4 OR 5 of this Agreement, Escrow Agent will distribute to the Transaction Party receiving such disbursement a proportionate share of the Earnings from the investment of that particular portion of the Escrow Fund.

7. Rights, Duties and Liabilities of Escrow

Agent.

(a) Escrow Agent will have no duty to know or determine the performance or nonperformance of any provision of any agreement between the Transaction Parties, including, but not limited to, the Purchase Agreement, which will not bind Escrow Agent in any manner. Escrow Agent assumes no responsibility for the validity or sufficiency of any document or paper or payment deposited or called for under this Agreement except as may be expressly and specifically set forth in this Agreement, and the duties and responsibilities of Escrow Agent under this Agreement are limited to those expressly and specifically stated in this Agreement.

(b) Escrow Agent will not be personally liable for any act it may do or omit to do under this Agreement as such agent while acting in good faith and in the exercise of its own best judgment; and any act done or omitted by it in accordance with the written advice of its

counsel will be conclusive evidence of such good faith unless, in any event, the same constitutes gross negligence or willful misconduct. Escrow Agent will have the right at any time to consult with its counsel upon any question arising under this Agreement and will incur no liability for any delay reasonably required to obtain the advice of counsel.

(c) Other than those notices or demands expressly provided in this Agreement, Escrow Agent is expressly authorized to disregard any and all notices or demands given by Sellers or GCI, or by any other person, firm or corporation, excepting only orders or process of court, and Escrow Agent is expressly authorized to comply with and obey any and all final process, orders, judgments, or decrees of any court, and to the extent Escrow Agent obeys or complies with any thereof of any court, it will not be liable to any party to this Agreement or to any other person, firm or corporation by reason of such compliance.

(d) In consideration of the acceptance of this Escrow by Escrow Agent, GCI agrees for it and its successors and assigns, to pay to Escrow Agent its charges, fees and reasonable expenses as contemplated by this Agreement. The escrow fees or charges will be Two Thousand and no/100 Dollars (\$2,000.00). Such sum is intended as compensation for Escrow Agent's ordinary services as contemplated by this Agreement, including, without limitation, (i) the investment of funds held in the Escrow Fund and the reinvestment thereof and of Earnings and (ii) the disbursement thereof and of any of the Escrow Fund to the Transaction Parties. In the event Escrow Agent renders services not provided for in this Agreement, Escrow Agent will be entitled to receive from the transaction parties reasonable compensation and reasonable costs, if any, for such extraordinary services.

(e) Escrow Agent will be under no duty or obligation to ascertain the identity, authority or right of Sellers or GCI (or their agents) to execute or deliver or purport to execute or deliver this Agreement or any certificates, documents or papers or payments deposited or called for or given under this Agreement.

(f) Escrow Agent will not be liable for the outlawing of any rights under any statute of limitations or by reason of laches in respect of this Agreement or any documents or papers deposited with Escrow Agent.

(g) In the event of any dispute among the parties to this Agreement as to the facts or as to the validity or meaning of any provision of this Agreement, or any other fact or matter relating to this Agreement or to the transactions between Sellers and GCI, Escrow Agent is instructed that it will be under no obligation to act, except in accordance with this Agreement or under process or order of court or, if there be no such process or order, until it has filed or caused to be filed an appropriate action interpleading Sellers and GCI and delivering the Escrow Fund (or the portion of the Escrow Fund in dispute) to such court, and Escrow Agent will sustain no liability for its failure to act pending such process of court or order or interpleader of action.

8. Modification of Agreement. The provisions of -----
this Agreement may be supplemented, altered, amended, modified, or revoked by writing only, signed by GCI and Sellers and approved in writing by Escrow Agent, and upon payment of all fees, costs and expenses incident thereto.

9. Assignment of Agreement. No assignment, -----
transfer, conveyance or hypothecation of any right, title or interest in and to the subject matter of this Agreement will be binding upon any party, including Escrow Agent, unless all fees, costs, and expenses incident thereto have been paid and then only by the assent thereto by all parties in writing.

10. Miscellaneous.

(a) All notices and communications under this Agreement will be in writing and will be deemed to be duly given if sent by registered mail, return receipt requested, personal delivery or telecopier, as follows

To Escrow Agent: National Bank of Alaska
Trust Department
301 W. Northern Lights
Boulevard, Third Floor
Anchorage, Alaska 99503
Attention: Michael Walton,
Vice President
Telecopy: (907) 265-2139

To GCI at: General Communication, Inc.
2550 Denali Street
Suite 1000
Anchorage, Alaska 99503-2781
Attention: John M. Lowber,
CFO and Senior
Vice President
Telecopy: (907) 265-5676

With a copy (which will not
constitute notice) to:

Hartig, Rhodes, Norman, Mahoney
& Edwards, P.C.
717 K Street
Anchorage, Alaska 99501-3397
Attention: Bonnie J. Paskvan,
Esq.
Telecopy: (907) 277-4352

To Sellers at: Mr. Jack Kent Cooke
Stuart A. Haney, Esq.
Route 713
Kent Farms
Middleburg, VA 22117
Telecopy: 1-(540) 687-5615

or at such other address or telecopy number as any of the above may have furnished to the other parties in writing and any such notice or communication given in the manner specified in this SECTION 10(a) will be deemed to have been given as of the date received. In the event that Escrow Agent, in its sole discretion, determines that an emergency exists, Escrow Agent may use such other means of communication as Escrow Agent deems advisable.

(b) The undertakings and agreements contained in this Agreement will bind and inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns.

(c) This Agreement may be executed in one or more counterparts, each of which will be deemed an original. Whenever pursuant to this Agreement GCI and Sellers are to deliver a Jointly signed writing to Escrow Agent or jointly advise Escrow Agent in writing, such writing may in each and

all cases be signed jointly or in counterparts and such counterparts will be deemed to be one instrument.

(d) Escrow Agent may resign and be discharged from its duties or obligations under this Agreement by giving notice in writing of such resignation to the Transaction Parties at least 30 days in advance of such resignation (unless waived in writing by the Transaction Parties). Such resignation will be effective upon the appointment by the Transaction Parties of a successor escrow agent, which will be a federally chartered bank having combined capital and surplus of at least \$100,000,000.00; provided, that if any

such appointment of any successor agent is not effectuated within 30 days of such written notice, Escrow Agent may file an action for interpleader and deposit all funds with a court of competent jurisdiction, all as provided for in SECTION 7(g). Any such successor escrow agent will be appointed by a written instrument mutually satisfactory to and executed by GCI, Sellers, Escrow Agent and the successor escrow agent. Any successor escrow agent appointed under the provisions of this Agreement will have all of the same rights, powers, privileges, immunities and authority with respect to the matters contemplated herein as are granted herein to the original Escrow Agent.

(e) GCI and Sellers hereby jointly and severally agree to indemnify Escrow Agent for, and to hold it harmless against any loss, liability or reasonable out-of-pocket expense arising out of or in connection with this Agreement and carrying out its duties hereunder, including the reasonable out-of-pocket costs and expenses of defending itself against any claim of liability, except in those cases where Escrow Agent has been guilty of gross negligence or willful misconduct (provided, that in no event will the Transaction Parties be liable for any allocated cost or expense of persons regularly employed by Escrow Agent). Anything in this Agreement to the contrary notwithstanding, in no event will Escrow Agent be liable for special, indirect or consequential loss or damage of any kind whatsoever (including, but not limited to, lost profits), even if Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

(f) The Transaction Parties are providing Escrow Agent with their Tax Identification Number (TIN) as assigned by the Internal Revenue Service below their signatures to this Agreement. All Earnings will be allocated

and paid as provided herein and reported by the recipient to the Internal Revenue Service as having been so allocated and paid. Escrow Agent shall submit required reports to the Internal Revenue Service in accordance with current information reporting requirements. Anything to the contrary in this Agreement notwithstanding, Sellers' Escrow Shares will at all times be owned of record and beneficially by Sellers and Sellers will at all times be entitled to exercise sole voting power and, subject to SECTION 4, the power to dispose of or transfer, Sellers' Escrow Shares.

(g) In the event funds transfer written instructions are given (other than in writing at the time of execution of the Agreement), whether in writing or by telecopier, Escrow Agent is authorized, but not obligated, to seek confirmation of such instructions by telephone call-back to one person from each party designated on SCHEDULE I to this Agreement, and Escrow Agent may rely upon the confirmations of anyone purporting to be the persons so designated. The persons and telephone numbers for call-backs may be changed only in a writing actually received and acknowledged by Escrow Agent. The parties to this Agreement acknowledge that such security procedure is commercially reasonable.

(h) This Agreement will be governed by and construed in accordance with the law of the State of Alaska without regard to its principles of conflicts of laws and any action brought under this Agreement will be brought in the courts of the State of Alaska, located in the Third Judicial District at Anchorage. Each party hereto irrevocably waives any objection on the grounds of venue, forum non-convenience or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law and consents to the of such courts.

(i) Except as otherwise specified herein, each of the parties will pay all costs and expenses incurred or to be incurred by it in negotiating and preparing this Escrow Agreement and in closing and carrying out the transactions contemplated by this Escrow Agreement.

(j) If any legal action or proceeding is brought for the enforcement of this Escrow Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Escrow Agreement, the successful or prevailing party or parties will be entitled to recover reasonable attorneys'

fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

The parties have caused this Agreement to be signed the day and year first above written.

NATIONAL BANK OF ALASKA,

By: _____
Michael L. Walton, Vice President

SELLERS:
ALASKAN CABLE NETWORK/FAIRBANKS,
INC.

By: -----
Stuart Haney, House Counsel
TIN: 92-0076476
ALASKAN CABLE NETWORK/JUNEAU, INC.

By: -----
Stuart Haney, House Counsel
TIN: 92-0032687
ALASKAN CABLE NETWORK/
KETCHIKAN-SITKA, INC.

By: -----
Stuart Haney, House Counsel
TIN: 91-1105566
GCI:
GENERAL COMMUNICATION, INC.

By: -----
John M. Lowber, Senior Vice
President
TIN: 92-007273

Schedule 1

Telephone Number(s) for Call-Backs and
Person(s) Designated to Confirm Funds Transfer Instructions

If to GCI:

Name ----	Telephone Number -----
John M. Lowber	(907) 265-5604

If to Sellers:

Name ----	Telephone Number -----
Stuart Haney	(540) 687-4000

Telephone call-backs will be made to each of GCI and Sellers
if joint instructions are required pursuant to the Agreement.

Inc. ("GCI"), certifies as follows:

A. GCI, Sellers et al. are parties to that certain Asset Purchase Agreement dated as of April 15, 1996.

B. GCI in good faith believes that Sellers (as defined in the Purchase Agreement) have breached certain representations, warranties, covenants or obligations made by Sellers in the Purchase Agreement or are obligated to indemnify GCI with respect to certain claims. In particular, GCI in good faith is asserting claims against Sellers based on the followings:

[reasonably detailed description of claim and reference to portion of Purchase Agreement in question to be inserted by GCI at time of delivery of Certificate].

C. Attached to this Certificate is a copy of GCI's notice to Sellers relating to the claim pursuant to the Purchase Agreement. GCI intends to pursue the claim with due diligence. GCI in good faith believes the amount of its claim described in its notice is \$ _____.

D. GCI is furnishing this Certificate to National Bank of Alaska which is acting as Escrow Agent pursuant to the terms of an Escrow Agreement dated October 31, 1996 among GCI, Sellers and National Bank of Alaska has delivered or contemporaneously is delivering a copy of this Certificate to Sellers as well.

This Certificate is signed this ____ day of _____, 199__.

GENERAL COMMUNICATION, INC.

By: _____
Name: _____
Title: _____

Receipt of this Certificate is acknowledged this ____ day of _____, 199__.

NATIONAL BANK OF ALASKA

By: _____
Name: _____
Title: _____

EXHIBIT B TO ESCROW AGREEMENT
FORM OF SELLER'S CLAIM CERTIFICATE

The undersigned, on behalf of _____ ("Seller") certifies as follows:

A. Alaskan Cable Network/Fairbanks, Inc. ("ACNFI"), Alaskan Cable Network/Juneau, Inc. ("ACNJI") and Alaskan Cable Network/Ketchikan-Sitka, Inc. ("ACNCSI") and General Communication, Inc. ("GCI") are parties to that certain Asset Purchase and Sale Agreement dated as of April 15, 1996 ("Purchase Agreement").

B. Seller in good faith believes that GCI has breached certain representations, warranties, covenants or obligations made by GCI in the Purchase Agreement or is obligated to indemnify Seller, with respect to certain claims. In particular, Seller in good faith is asserting claims against GCI based on the following:

[reasonably detailed description of claim and reference to portion of Purchase Agreement in question to be inserted by Seller at time of delivery of Certificate].

C. Attached to this Certificate is a copy of Seller's notice to GCI relating to the claim pursuant to the Purchase Agreement. Seller intends to pursue the claim with due diligence. Seller in good faith believes the amount of the claim described in its notice is \$ _____.

D. Seller is furnishing this Certificate to National Bank of Alaska which is acting as Escrow Agent pursuant to the terms of an Escrow Agreement dated October 31, 1996 among

GCI, Seller and National Bank of Alaska. Seller has delivered or contemporaneously is delivering a copy of this Certificate to GCI as well.

This Certificate is signed this ___ day of _____, 199 .

SELLER:

By: _____

Name: _____

Title: _____

Receipt of this Certificate is acknowledged this ___ day of _____, 199 .

NATIONAL BANK OF ALASKA

By: _____

Name: _____

Title: _____