
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 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 16, 2009

Comcast Corporation

(Exact Name of Registrant as Specified in Charter)

Pennsylvania
(State or Other Jurisdiction of Incorporation)

001-32871
(Commission File Number)

27-0000798
(IRS Employer Identification No.)

One Comcast Center
Philadelphia, PA
(Address of Principal Executive Offices)

19103-2838
(Zip Code)

Registrant's telephone number, including area code: **(215) 286-1700**

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-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On December 16, 2009, we entered into a new employment agreement with Stephen B. Burke, our Executive Vice President, Chief Operating Officer and President of our Cable Division, which was effective as of such date. This agreement secures Mr. Burke's employment with the Company for five years, through December 31, 2014, and acknowledges his substantially increased responsibilities: Mr. Burke, in his role as Chief Operating Officer, will be responsible for leading the transition planning and post-closing integration efforts for the Company's recently announced joint venture (the "NBCU Joint Venture") with General Electric, which will combine the NBC Universal businesses and the network businesses of the Company. Mr. Burke will also supervise the NBCU Joint Venture's Chief Executive Officer.

The new agreement follows the standard form of employment agreement used by the Company for its named executive officers, and includes an obligation to work full-time for the Company, as well as non-solicitation, non-competition and confidentiality obligations. Notwithstanding his increased responsibilities, the agreement does not provide for any increase in either base salary (Mr. Burke has had the same base salary since March 1, 2008) or annual cash bonus opportunity of 300% of base salary (based on the achievement of performance goals). The agreement continues the structure of Mr. Burke's prior employment agreement of crediting contributions to the Company's deferred compensation plan – here, \$2,000,000 on the effective date and a credit in each year of a specified amount, beginning in 2010 in the amount of \$2,000,000 (which is approximately the amount to which Mr. Burke was entitled under his prior agreement).

Also under the agreement, Mr. Burke is eligible to receive two cash bonuses, each of \$3,000,000, and two restricted stock unit grants, each having a value of approximately \$6,000,000. Vesting under each restricted stock unit grant will occur on the 13th month anniversary of the date of grant, subject generally to continued employment and a performance condition of a year-over-year increase in free cash flow. One cash bonus and restricted stock unit grant was made following the effective date of the agreement and the other cash bonus and restricted stock unit grant will be made on the earlier of June 30, 2010 or the closing of the NBCU Joint Venture. Mr. Burke will continue to be subject to our Stock Ownership Policy.

Similarly, on December 18, 2009, we entered into a new employment agreement with Michael J. Angelakis, our Executive Vice President and Chief Financial Officer, which was effective on December 16, 2009. This agreement secures Mr. Angelakis' employment with the Company for three years, through December 31, 2012, and acknowledges his substantially increased responsibilities: Mr. Angelakis will assist Mr. Burke in the transition planning and post-closing integration efforts for the NBCU Joint Venture, will be responsible for managing the financing activities related to the closing of the NBCU Joint Venture, and will be the Chief Financial Officer of the larger and more complex Company following closing.

The new agreement also follows the standard form of employment agreement used by the Company for its named executive officers, and includes an obligation to work full-time for the Company, as well as non-solicitation, non-competition and confidentiality obligations. Notwithstanding his increased responsibilities, the agreement does not provide for any increase in either base salary (Mr. Angelakis has had the same base salary since March 1, 2008) or annual cash bonus opportunity of 300% of base salary (based on the achievement of performance goals). The agreement continues the structure of Mr. Angelakis' prior employment agreement of crediting contributions to the Company's deferred compensation plan – here, \$1,000,000 on the effective date and a credit in each year of a specified amount, beginning in 2010 in the amount of \$1,500,000 (which is approximately the amount to which Mr. Angelakis was entitled under his prior agreement).

Also under the agreement, Mr. Angelakis is eligible to receive two cash bonuses, each of \$1,500,000, and two restricted stock unit grants, each having a value of approximately \$3,000,000. Vesting under each restricted stock unit grant will occur on the 13th month anniversary of the date of grant, subject generally to continued employment and a performance condition of a year-over-year increase in free cash flow. One cash bonus and restricted stock unit grant was made following the effective date of the agreement and the other cash bonus and restricted stock unit grant will be made on the earlier of June 30, 2010 or the closing of the NBCU Joint Venture. Mr. Angelakis will continue to be subject to our Stock Ownership Policy.

Finally, on December 16, 2009, we entered into a new employment agreement with Arthur R. Block, our Senior Vice President, General Counsel and Secretary, which was effective as of such date. This agreement secures Mr. Block's employment with the Company for five years, through December 31, 2014, and acknowledges his substantially increased responsibilities: Mr. Block will assist Mr. Burke in the transition planning and post-closing integration efforts for the NBCU Joint Venture and will also be responsible for managing the larger and more complex law function of the Company.

The new agreement also follows the standard form of employment agreement used by the Company for its named executive officers, and includes an obligation to work full-time for the Company, as well as non-solicitation, non-competition and confidentiality obligations. Notwithstanding his increased responsibilities, the agreement does not provide for any increase in annual cash bonus opportunity of 100% of base salary (based on the achievement of performance goals). Under the employment agreement, Mr. Block will be entitled to an initial annual base salary of \$900,000. He also received a stock option grant having a value of approximately \$692,163 and a restricted stock unit grant having a value of approximately \$1,692,163 (in each case with vesting generally subject to continued employment over a period of ten years (in the case of the stock option grant) and five years (in the case of the restricted stock unit grant), as set forth in the agreement, and with vesting under the restricted stock unit grant additionally subject to a performance condition of a year-over-year increase in free cash flow). Mr. Block will continue to be subject to our Stock Ownership Policy.

The above summaries are qualified by their entirety by the terms and conditions set forth in: (i) the employment agreements of Messrs. Burke, Angelakis and Block, copies of which are attached hereto as Exhibits 99.1, 99.2 and 99.3, respectively; and (ii) the forms of restricted stock unit grant and long-term incentive awards summary schedule, copies of which are attached hereto as Exhibits 99.4 and 99.5, respectively.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

<u>Exhibit Number</u>	<u>Description</u>
99.1	Employment Agreement with Stephen B. Burke, effective as of December 16, 2009.
99.2	Employment Agreement with Michael J. Angelakis, effective as of December 16, 2009.
99.3	Employment Agreement with Arthur R. Block, effective as of December 16, 2009.
99.4	Form of Restricted Stock Unit Grant.
99.5	Form of Long-Term Incentive Awards Summary Schedule.

SIGNATURE

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.

COMCAST CORPORATION
(Registrant)

Date: December 22, 2009

By: /s/ Arthur R. Block
Name: Arthur R. Block
Title: Senior Vice President, General Counsel and
Secretary

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (the "Agreement") is entered into as of the 16th day of December, 2009, between COMCAST CORPORATION, a Pennsylvania corporation (together with its subsidiaries, the "Company"), and STEPHEN B. BURKE ("Employee").

BACKGROUND

Employee desires to have Employee's employment relationship with the Company be governed by the terms and conditions of this Agreement, which include material benefits favorable to Employee. In return for such favorable benefits, Employee is agreeing to the terms and conditions contained in this Agreement, which include material obligations on Employee.

AGREEMENT

Intending to be legally bound, the Company and Employee agree as follows:

1. **Position and Duties.**

(a) Employee shall continue to serve and the Company shall continue to employ Employee in the position set forth on Schedule 1. Employee shall report directly to the Company's Chief Executive Officer (currently Brian L. Roberts), in Philadelphia, Pennsylvania. The duties of Employee will be those assigned by the Chief Executive Officer from time to time commensurate with Employee's education, skills and experience.

(b) Employee shall work full-time and devote Employee's reasonable best efforts to the business of the Company in a manner that will further the interests of the Company. Without the prior written consent of the Company, Employee shall not, directly or indirectly, work for or on behalf of any person or business, other than the Company. Nothing herein shall restrict Employee from engaging in non-compensatory civic and charitable activities with the consent of the Company, which consent shall not be unreasonably withheld or delayed.

(c) Employee shall comply with all policies of the Company applicable to Employee, including the Employee Handbook and the Code of Ethics and Business Conduct.

2. **Term.** The term of this Agreement (the "Term") shall be from the date first-above written (the "Commencement Date") through the first to occur of:

(a) the date Employee's employment is terminated in accordance with Paragraph 6; or (b) December 31, 2014 (the date specified in subparagraph (b) is referred to as "Regular End Date"). Notwithstanding the end of the Term, the Company's obligation to make any payments expressly set forth herein to be made after the Term, and Employee's covenants contained in Paragraphs 8, 9 and 10, shall be enforceable after the end of the Term.

3. Compensation.

(a) Base Salary. Employee's base salary ("Base Salary") from the Commencement Date through February 28, 2010 shall be at Employee's current annual rate and shall not thereafter be reduced other than as part of a salary reduction program effected by the Company during the Term, on a basis consistent with that applicable to other employees at Employee's level. Employee shall thereafter be entitled to participate in any salary increase program offered by the Company during the Term, on a basis consistent with that applicable to other employees at Employee's level, taking into account Employee's position, duties and performance. Base Salary, less normal deductions, shall be paid to Employee in accordance with the Company's payroll practices in effect from time to time.

(b) Signing Bonuses. As soon as practicable after each of (A) the Commencement Date and (B) the first to occur of June 30, 2010 and the closing of the Company's NBC Universal transaction, Employee shall receive a cash signing bonus in the amount and on the terms set forth on Schedule 1.

(c) Restricted Stock/Stock Option Grants.

(i) As soon as practicable after each of (A) the Commencement Date and (B) the first to occur of June 1, 2010 and the closing of the Company's NBC Universal transaction, Employee shall receive a grant of restricted stock units under the Company's Restricted Stock Plan for the number of shares of the Company's Class A Common Stock set forth on Schedule 1. Such units shall vest as set forth on Schedule 1.

(ii) Continuing in 2010, Employee shall be entitled to participate in any annual (or other) broad-based grant programs under the Company's Restricted Stock Plan and/or Stock Option Plan (or any successor equity-based compensation plan or plans) on a basis consistent with that applicable to other employees at Employee's level, taking into account Employee's position, duties and performance.

(d) Cash Bonuses.

(i) Employee shall be entitled to participate in the Company's Cash Bonus Plan as set forth on Schedule 1 through each of December 31, 2009 and December 31, 2010. Employee's participation in such Plan will be pursuant to the terms and conditions thereof. The performance standards applicable to such cash bonus will be consistent with those applicable to other employees at Employee's level, taking into account Employee's position and duties.

(ii) Employee shall be entitled to continued participation in the Company's Cash Bonus Plan (or any successor performance-based cash incentive compensation plan) with respect to each subsequent calendar year (or portion thereof) in the Term on a basis consistent with that applicable to other employees at Employee's level, taking into account Employee's position, duties and performance, provided that in no event will the percentage of eligible earnings target bonus potential thereunder be less than that set forth on Schedule 1.

(e) Deferred Compensation.

(i) Employee shall be entitled to participate in the Company's deferred compensation plans and programs on the same terms as the Company's other senior executive officers.

(ii) In addition, the Company shall credit to Employee's account under, and pursuant to the terms and conditions of, the Company's 2005 Deferred Compensation Plan (or any successor plan), (A) as of the Commencement Date, \$2,000,000, and (B) as of January 1 of each of the following calendar years, the following amounts:

<u>Year</u>	<u>Amount</u>
2010	\$2,000,000
2011	\$2,100,000
2012	\$2,205,000
2013	\$2,315,250
2014	\$2,431,012

4. Other Benefits. Employee shall be entitled to participate in the Company's health and welfare and other employee benefit plans and programs (including group insurance programs, vacation benefits and applicable directors and officers liability insurance and indemnification and advancement of expenses provisions relating to claims made by third parties against Employee in Employee's role as a director, officer or employee) ("Other Benefit Plans"), on terms (including cost) as are consistent with those made available to other employees at Employee's level, taking into account Employee's position and duties, in accordance with the terms of such plans and programs. Nothing in this Agreement shall limit the Company's right to modify or discontinue any Other Benefit Plans at any time, provided no such action may adversely affect any vested rights of Employee thereunder. The provisions of this Paragraph 4 shall not apply to compensation and benefit plans and programs specifically addressed in this Agreement, in which case the applicable terms of this Agreement shall control.

5. Business Expenses. The Company shall pay or reimburse Employee for reasonable travel, lodging, meals, entertainment and other reasonable expenses incurred by Employee in connection with the performance of Employee's duties hereunder, upon receipt of vouchers therefor submitted to the Company on a timely basis and in accordance with the Company's policies and practices in effect from time to time.

6. Termination. Employee's employment, and the Company's obligations under this Agreement (excluding any obligations the Company may have under Paragraph 7, any other obligations expressly set forth herein as surviving termination of employment, and any obligations with respect to any vested rights of Employee under any benefit plans or programs), shall or may be terminated, in the circumstances set forth below.

(a) Death. Employee's employment shall terminate automatically in the event of Employee's death.

(b) Disability. The Company may terminate Employee's employment in accordance with the provisions of applicable law, in the event Employee becomes substantially unable to perform Employee's duties hereunder due to partial or total disability or incapacity resulting from a mental or physical illness, injury or other health-related cause ("Disability") for a period of twelve (12) consecutive months or for a cumulative period of fifty-two (52) weeks in any two (2) calendar year period.

(c) Termination With Cause by the Company or Termination by Employee Without Good Reason.

(i) The Company may terminate Employee's employment upon written notice following its determination that Employee has committed any of the following acts ("Termination With Cause"): conviction of a felony or a crime involving moral turpitude; fraud, embezzlement or other misappropriation of funds with respect to the Company; material misrepresentation with respect to the Company; substantial failure to perform duties; gross negligence or misconduct in the performance of duties; material violation of the Employee Handbook, the Code of Ethics and Business Conduct or any other written Company policy; or material breach of this Agreement (which, as to the last two items, if capable of being cured (as determined by the Company), shall remain uncured following ten (10) business days after written notice thereof).

(ii) Employee may terminate Employee's employment at any time upon twenty (20) business days prior written notice without Good Reason (as such item is defined in subparagraph (d)(ii) below) ("Termination Without Good Reason").

(d) Termination Without Cause by the Company or Termination by Employee With Good Reason.

(i) The Company may terminate Employee's employment at any time for any reason (or for no reason) upon ten (10) business days prior written notice ("Termination Without Cause").

(ii) Employee may terminate Employee's employment as a result of any of the following acts of the Company ("Termination With Good Reason") upon ten (10) business days prior written notice, provided Employee has provided Company such written notice within sixty (60) days of the occurrence thereof: a substantial demotion in Employee's position; or material breach of any material provision of this Agreement (which, as to either such item, if capable of being cured (as determined by the Company), shall remain uncured following twenty (20) business days after written notice thereof) ("Good Reason").

7. Payments and Other Entitlements As a Result of Termination. Employee's sole entitlements as a result of a termination under Paragraph 6 shall be as set forth below.

(a) Death or Disability. Following termination due to death or Disability, Employee (or Employee's estate, as applicable) shall be entitled to payment of Employee's then-current Base Salary through the date of termination and for a period of three (3) months thereafter (payable in accordance with the Company's regular payroll practices), amounts accrued or payable under any Other Benefit Plans (payable at such times as provided therein), any accrued but unused vacation time, any amounts payable for any unreimbursed business expenses, any amount that otherwise would have been payable in the current year on account of the prior year's Cash Bonus Plan grant, and an amount on account of the current year's Cash Bonus Plan grant (prorated through the date of termination, and assuming achievement of performance targets at 100%) (in the case of each of the last two amounts, payable at such time as otherwise applicable absent such death or Disability). Except as otherwise provided herein, any amounts payable to Employee (or Employee's estate, as applicable) pursuant to this subparagraph (a) shall be paid no later than the 90th day following the date of termination. In addition, Employee's stock options and restricted stock grants shall automatically vest in full, and the stock options shall remain exercisable for the balance of their remaining terms.

(b) Termination With Cause or Termination Without Good Reason. If Employee's employment terminates as a result of a Termination With Cause or Termination Without Good Reason, then subject to the provisions of subparagraph 8(c), Employee shall be entitled only to payment of Employee's then-current Base Salary through the date of termination (payable in accordance with the Company's regular payroll practices), amounts accrued or payable under any Other Benefit Plans (payable at such times as provided therein), any accrued but unused vacation time, any amounts payable for any unreimbursed business expenses, and any amount that otherwise would have been payable in the current year on account of the prior year's Cash Bonus Plan grant (payable at such time as otherwise applicable absent such termination). Except as otherwise provided herein, any amounts payable to Employee pursuant to this subparagraph (b) shall be paid no later than the 90th day following the date of termination.

(c) Termination Without Cause or Termination With Good Reason. If Employee's employment is terminated as a result of a Termination Without Cause or Termination With Good Reason, and subject to Employee's entering into an agreement containing a release by Employee of the Company with respect to all matters relating to Employee's employment and the termination thereof (other than rights under this Agreement which by their express terms continue following termination of employment) within thirty (30) days following the date of termination, in a form and containing terms as the Company customarily requires of terminated employees receiving salary continuation payments:

(i) Provided Employee is alive at the time of payment or receipt of benefits, Employee shall be entitled to: (A) receive Employee's then-current Base Salary in accordance with the Company's regular payroll practices; and (B) participate in the Company's health and welfare benefit plans and programs at the same cost to Employee as is applicable to active employees; in each case for the period of time set forth on Schedule 1 following the date of

termination. Employee's rights under the Consolidated Omnibus Budget Reconciliation Act of 1986, as amended ("COBRA") shall run concurrently with Employee's participation during such period of time. To the extent the provision of health and welfare benefits to Employee pursuant to subparagraph (B) constitutes a "deferral of compensation" within the meaning of Section 409A of the Internal Revenue Code (the "Code"), and its implementing regulations and guidance, the provision of such benefits shall be subject to the terms and conditions of subparagraph 13(a).

(ii) Employee shall also receive payment of Employee's then-current Base Salary through the date of termination (payable in accordance with the Company's regular payroll practices), amounts accrued or payable under any Other Benefit Plans (payable at such times as provided therein), any accrued but unused vacation time, any amounts payable for any unreimbursed business expenses, and any amount that otherwise would have been payable in the current year on account of the prior year's Cash Bonus Plan grant (payable at such time as otherwise applicable absent such termination). Except as otherwise provided herein, any amounts payable to Employee pursuant to this subparagraph (ii) shall be paid no later than the 90th day following the date of termination.

(iii) Employee shall have no obligation to seek to obtain employment during the period in which Employee receives salary continuation payments under subparagraph (i) above. Any income received from any subsequent employer shall not reduce such salary continuation payments. However, Employee shall provide the Company with notice of any such subsequent employment and the Company's obligation to continue health and welfare benefits shall cease upon Employee's eligibility for health and welfare benefits from any subsequent employer.

(iv) Provided Employee is alive at the time of payment, Employee shall be entitled to receive payment on account of: (A) the current year's Cash Bonus Plan grant; and (B) the following year's Cash Bonus Plan grant (pro-rated for the period of time in the following year based on the number of months equal to twelve (12) minus the number of full months in the current year following the date of termination); in each case, assuming achievement of performance targets at 100% (payable at such times as otherwise applicable absent such termination).

(v) Provided Employee is alive at the time of vesting, Employee shall have the right to continued vesting of Stock Option Plan and Restricted Stock Plan grants through the period of time set forth on Schedule 1, as if there had been no termination of employment (subject to the achievement of any performance conditions in Restricted Stock Plan grants). Provided Employee is alive at the time of exercise, Employee shall have the right to exercise any vested Stock Option Plan grants through the period of time set forth on Schedule 1.

8. Non-Solicitation; Non-Competition; Confidentiality. Employee acknowledges and agrees that (x) Employee's skills, experience, knowledge and reputation are of special, unique and extraordinary value to the Company, (y) Employee is and will continue to be privy to confidential and proprietary information, processes and expertise that will be used by the Company, the confidentiality of which has significant value to the Company and its future success, and (z)

certain restrictions on Employee's activities as set forth below are necessary to protect the value of the goodwill and other tangible and intangible assets of the Company. Based upon the foregoing, Employee agrees as follows:

(a) While employed by the Company (whether during the Term or thereafter), and for a period of one year after termination of Employee's employment for any reason (whether during the Term or thereafter), Employee shall not, directly or indirectly: (i) hire any employee of the Company (other than as a result of a general solicitation); or (ii) solicit, induce, encourage or attempt to influence any employee, customer, consultant, independent contractor, service provider or supplier of the Company to cease to do business or terminate the employment or other relationship with the Company.

(b) (i) WHILE EMPLOYED BY THE COMPANY (WHETHER DURING THE TERM OR THEREAFTER), AND FOR A PERIOD OF ONE YEAR AFTER TERMINATION OF EMPLOYEE'S EMPLOYMENT PRIOR TO THE REGULAR END DATE BY EMPLOYEE (OTHER THAN AS A RESULT OF A TERMINATION WITH GOOD REASON) OR BY THE COMPANY AS A RESULT OF A TERMINATION WITH CAUSE, EMPLOYEE SHALL NOT, DIRECTLY OR INDIRECTLY, ENGAGE OR BE FINANCIALLY INTERESTED IN (AS AN AGENT, CONSULTANT, DIRECTOR, EMPLOYEE, INDEPENDENT CONTRACTOR, OFFICER, OWNER, PARTNER, MEMBER, PRINCIPAL OR OTHERWISE), ANY ACTIVITIES FOR A COMPETITIVE BUSINESS. A COMPETITIVE BUSINESS MEANS A BUSINESS (WHETHER CONDUCTED BY AN ENTITY OR INDIVIDUAL, INCLUDING EMPLOYEE IN SELF-EMPLOYMENT) THAT IS ENGAGED IN COMPETITION, DIRECTLY OR INDIRECTLY THROUGH ANY ENTITY CONTROLLING, CONTROLLED BY OR UNDER COMMON CONTROL WITH SUCH BUSINESS, WITH ANY OF THE BUSINESS ACTIVITIES CARRIED ON BY THE COMPANY OR BEING PLANNED BY THE COMPANY WITH EMPLOYEE'S PARTICIPATION.

(ii) TO APPROPRIATELY TAKE ACCOUNT OF THE HIGHLY COMPETITIVE ENVIRONMENT OF THE COMPANY'S BUSINESSES, THE PARTIES AGREE THAT ANY BUSINESS ENGAGED IN ANY OF THE ACTIVITIES SET FORTH ON SCHEDULE 2 SHALL BE DEEMED TO BE A COMPETITIVE BUSINESS UNDER SUBPARAGRAPH (i) ABOVE.

(iii) THIS RESTRICTION SHALL APPLY IN ANY GEOGRAPHIC AREA OF THE UNITED STATES IN WHICH THE COMPANY CARRIES OUT BUSINESS ACTIVITIES. EMPLOYEE AGREES THAT NOT SPECIFYING A MORE LIMITED GEOGRAPHIC AREA IS REASONABLE IN LIGHT OF THE BROAD GEOGRAPHIC SCOPE OF THE ACTIVITIES CARRIED OUT BY THE COMPANY IN THE UNITED STATES.

(iv) For purposes of clarification of their intent, the parties agree that subparagraph (i) above restricts Employee from working on the account, or otherwise for the benefit, of a Competitive Business as a result of Employee's working as an employee, consultant or in any other capacity for a company or other entity that provides consulting, advisory, lobbying

or similar services to other businesses.

(v) Nothing herein shall prevent Employee from owning for investment up to one percent (1%) of any class of equity security of an entity whose securities are traded on a national securities exchange or market.

(c) IF EMPLOYEE TERMINATES EMPLOYMENT (OTHER THAN AS A RESULT OF A TERMINATION WITH GOOD REASON) AT ANY TIME FOLLOWING THE REGULAR END DATE, THEN PROVIDED THE COMPANY SO ELECTS BY WRITTEN NOTICE TO EMPLOYEE GIVEN WITHIN TEN (10) BUSINESS DAYS OF SUCH TERMINATION: (i) THE PROVISIONS OF SUBPARAGRAPH (b) ABOVE SHALL APPLY TO EMPLOYEE FOR A ONE-YEAR PERIOD FOLLOWING SUCH TERMINATION, PROVIDED THAT FOR THE PURPOSES OF THIS SUBPARAGRAPH THE TERM COMPETITIVE BUSINESS SHALL MEAN ANY OF THE FOLLOWING ENTITIES (OR THEIR SUCCESSORS) THAT IS ENGAGED IN COMPETITION WITH THE COMPANY'S BUSINESSES, DIRECTLY OR INDIRECTLY THROUGH ANY PARENT, SUBSIDIARY, AFFILIATE, JOINT VENTURE, PARTNERSHIP OR OTHERWISE: AT&T INC.; DIRECTTV, INC.; DISH NETWORK CORPORATION; ECHOSTAR HOLDING CORPORATION; QWEST COMMUNICATIONS INTERNATIONAL, INC.; AND VERIZON COMMUNICATIONS, INC.; AND (ii) THE COMPANY SHALL PROVIDE TO EMPLOYEE, FOR A ONE-YEAR PERIOD FOLLOWING SUCH TERMINATION, THE PAYMENTS AND BENEFITS DESCRIBED IN SUBPARAGRAPHS 7(c)(i) AND 7(c)(iv) ON THE TERMS SET FORTH THEREIN, AS IF THERE HAD BEEN NO TERMINATION.

(d) During the Term and at all times thereafter, Employee shall not, directly or indirectly, use for Employee's personal benefit, or disclose to or use for the direct or indirect benefit of anyone other than the Company (except as may be required within the scope of Employee's duties hereunder), any secret or confidential information, knowledge or data of the Company or any of its affiliates, employees, officers, directors or agents ("Confidential Information"). Confidential Information includes, but is not limited to: the terms and conditions of this Agreement; sales, marketing and other business methods; policies, plans, procedures, strategies and techniques; research and development projects and results; software and firmware; trade secrets, know-how, processes and other intellectual property; information on or relating to past, present or prospective employees or suppliers; and information on or relating to past, present or prospective customers, including customer lists. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is generally available to the public; (ii) is available to Employee on a nonconfidential basis from a source other than the Company, provided such source is not and was not bound by a confidentiality agreement with the Company or otherwise prohibited from transmitting such information to Employee by a contractual, legal or fiduciary obligation; or (iii) has been independently developed by Employee, as evidenced by written records. Employee agrees that Confidential Information is the exclusive property of the Company, and agrees that, immediately upon Employee's termination of employment for any reason (including after the Term), Employee shall deliver to the Company all correspondence, documents, books, records, lists and other materials containing Confidential Information that are within Employee's possession or control, regardless of the medium in which such materials are

maintained. Employee shall retain no copies thereof in any medium. Without limiting the generality of the foregoing, Employee agrees neither to prepare, participate in or assist in the preparation of any article, book, speech or other writing or communication relating to the past, present or future business, operations, personnel or prospects of the Company or its affiliates, nor to encourage or assist others to do any of the foregoing, without the prior written consent of the Company (which may be withheld in the Company's sole discretion). Nothing herein shall prevent Employee from: (A) complying with a valid subpoena or other legal requirement for disclosure of Confidential Information, provided that Employee shall use good faith efforts to notify the Company promptly and in advance of disclosure if Employee believes Employee is under a legal requirement to disclose Confidential Information otherwise protected from disclosure under this subparagraph; or (B) disclosing the terms and conditions of this Agreement to Employee's spouse or tax, accounting or legal advisors, or as necessary to enforce this Agreement.

(e) Employee acknowledges that the restrictions contained in this Paragraph 8, in light of the nature of the businesses in which the Company is engaged and Employee's position with the Company, are reasonable and necessary to protect the legitimate interests of the Company, and that any violation of these restrictions would result in irreparable injury to the Company. Employee therefore agrees that, in the event of Employee's violation or threatened violation of any of these restrictions: (i) the Company shall have the right to suspend or terminate any unaccrued payment obligations to Employee hereunder and/or Employee's unaccrued rights under any benefit plans and programs hereunder or thereunder (including in each case any arising following termination of employment); and (ii) the Company shall be entitled to seek from any court of competent jurisdiction: (A) preliminary and permanent injunctive relief against Employee; (B) damages from Employee (including the Company's reasonable legal fees and other costs and expenses); and (C) an equitable accounting of all compensation, commissions, earnings, profits and other benefits to Employee arising from such violation; all of which rights shall be cumulative and in addition to any other rights and remedies to which the Company may be entitled as set forth herein or as a matter of law.

(f) Employee agrees that if any portion of the restrictions contained in this Paragraph 8, or the application thereof, is construed to be invalid or unenforceable, the remainder of such restrictions or the application thereof shall not be affected and the remaining restrictions shall have full force and effect without regard to the invalid or unenforceable portions. If any restriction is held to be unenforceable because of the area covered, the duration thereof or the scope thereof, Employee agrees that the court making such determination shall have the power to reduce the area and/or the duration, and/or limit the scope thereof, and the restriction shall then be enforceable in its reduced form.

(g) If Employee violates any such restrictions, the period of such violation (from the commencement of any such violation until such time as such violation shall be cured by Employee) shall not count toward or be included in any applicable restrictive period.

(h) Employee agrees that prior to accepting employment with any other person or entity at any time during the one-year period following termination of employment referred to

in subparagraph (b)(i) or (c)(i) above, Employee will provide the prospective employer with written notice of the provisions of this Paragraph 8, with a copy of such notice provided simultaneously to the Company.

9. Non-Derogatory Statements. While employed by the Company (whether during the Term of thereafter), and for a period of five (5) years thereafter, Employee shall not, in any communication with any person or entity, including any actual or potential employer, customer, consultant, independent contractor, investor, lender, service provider or supplier of the Company, or any third party media outlet, make any significant derogatory or disparaging statements – orally, written or otherwise – against the Company or any of its directors, officers, agents, employees, contractors or affiliates (or any of their respective directors, officers, agents, employees, contractors or affiliates). The foregoing shall not be deemed to restrict Employee’s obligations to testify truthfully in any proceeding or cooperate in any governmental investigation.

10. Company Property. Employee agrees that the Company owns, and is entitled to receive all of the results and proceeds of, items produced or created by Employee (including, without limitation, inventions, patents, copyrights, trademarks, literary material and any other intellectual property), alone or in collaboration with others, that: (i) relate to the Company’s businesses, if produced or created during the period of Employee’s employment by the Company (whether during the Term or thereafter and whether during or outside working hours); or (ii) are produced or created during working hours or using the Company’s information, assets, technology or facilities (referred to collectively as the “Work”). Employee shall disclose and furnish to the Company, promptly following the Company’s request or immediately upon Employee’s termination of employment, any and all Work. Employee expressly acknowledges and agrees that the Work is specially ordered by the Company and shall be “works made-for-hire” under the United States copyright laws. In the event that a court of competent jurisdiction determines that any part of the Work is not made-for-hire, then Employee hereby irrevocably transfers and shall be deemed to have assigned all rights, title and interests in and to the Work to the Company, on an exclusive basis, including any and all copyrights, trademarks, trade secrets, patents or other proprietary rights, under the laws of the United States or of any other jurisdiction or country, in perpetuity. Employee shall, at the request of the Company, execute such documents as the Company may from time to time reasonably deem necessary or desirable to evidence, establish, maintain, protect, enforce and defend its title in and right to any such Work. In the event Employee fails or is unable to execute any such documents, Employee hereby appoints the Company as Employee’s attorney-in-fact with the full right, power and authority to execute and deliver the same, with full power of substitution and delegation, which appointment shall be deemed a power coupled with an interest and shall be irrevocable under any and all circumstances.

11. Representations.

(a) Employee represents that:

(i) Employee has had the opportunity to retain and consult with legal counsel and tax advisors of Employee’s choice regarding the terms of this Agreement.

(ii) Subject to equitable principles, this Agreement is enforceable against Employee in accordance with its terms.

(iii) This Agreement, and the performance of Employee's obligations hereunder, do not conflict with, violate or give rise to any rights of third parties under, any agreement, benefit plan or program, order, decree or judgment to which Employee is a party or by which Employee is bound.

(b) The Company represents that:

(i) Subject to equitable principles, this Agreement is enforceable against the Company in accordance with its terms.

(ii) This Agreement, and the performance of the Company's obligations hereunder, do not conflict with, violate or give rise to any rights to third parties under, any agreement, order, decree or judgment to which the Company is a party or by which it is bound.

12. Withholding. All compensation under this Agreement is subject to applicable tax withholding requirements and other deductions required by law.

13. Section 409A.

(a) Notwithstanding anything herein to the contrary or otherwise, except to the extent any expense, reimbursement or in-kind benefit provided to Employee does not constitute a "deferral of compensation" within the meaning of Section 409A of the Code, and its implementing regulations and guidance, (i) the amount of expenses eligible for reimbursement or in-kind benefits provided to Employee during any calendar year will not affect the amount of expenses eligible for reimbursement or in-kind benefits provided to Employee in any other calendar year, (ii) the reimbursements for expenses for which Employee is entitled to be reimbursed shall be made on or before the last day of the calendar year following the calendar year in which the applicable expense is incurred and (iii) the right to payment or reimbursement or in-kind benefits hereunder may not be liquidated or exchanged for any other benefit.

(b) For purposes of the application of Treas.Reg. §1.409A-1(b)(4) (or any successor provision), each payment in a series of payments provided to Employee pursuant to this Agreement will be deemed a separate payment.

(c) Notwithstanding any other provision of this Agreement to the contrary, any payment or benefit described in Paragraph 7 that represents a "deferral of compensation" within the meaning of Section 409A of the Code shall only be paid or provided to Employee upon his "separation from service" within the meaning of Treas.Reg. §1.409A-1(h) (or any successor regulation). To the extent compliance with the requirements of Treas.Reg. §1.409A-3(i)(2) (or any successor provision) is necessary to avoid the application of an additional tax under Section 409A of the Code to payments due to Employee upon or following his "separation from service," then notwithstanding any other provision of this Agreement (or any otherwise applicable plan, policy,

agreement or arrangement), any such payments that are otherwise due within six months following Employee's "separation from service" will be deferred (without interest) and paid to Employee in a lump sum immediately following that six month period. In the event Employee dies during that six month period, the amounts deferred on account of Treas.Reg. §1409A-3(i)(2) (or any successor provision) shall be paid to the personal representatives of the Employee's estate within sixty (60) days following Employee's death. This provision shall not be construed as preventing payments pursuant to Paragraph 7 equal to an amount up to two (2) times the lesser of (i) Employee's annualized compensation for the year prior to his "separation from service" and (ii) the maximum amount that may be taken into account under a qualified plan pursuant to section 401(a)(17) of the Code, being paid to Employee in the first six months following his "separation from service."

(d) Anything to the contrary herein notwithstanding, all benefits or payments provided by the Company to Employee that would be deemed to constitute "nonqualified deferred compensation" within the meaning of Section 401A of the Code are intended to comply with Section 409A of the Code. Notwithstanding anything in this Agreement to the contrary, distributions may only be made under this Agreement upon an event and in a manner permitted by Section 409A of the Code or an applicable exemption.

14. Successors.

(a) If the Company merges into, or transfers all or substantially all of its assets to, or as part of a reorganization, restructuring or other transaction becomes a subsidiary of, another entity, such other entity shall be deemed to be the successor to the Company hereunder, and the term "Company" as used herein shall mean such other entity as is appropriate, and this Agreement shall continue in full force and effect.

(b) If the Company transfers part of its assets to another entity owned by the shareholders of the Company (or any substantial portion of them), or distributes stock or other interests in a subsidiary or affiliate of the Company to the shareholders of the Company (or any substantial portion of them), and Employee works for the portion of the Company or the entity so transferred, then such other entity shall be deemed the successor to the Company hereunder, the term "Company" as used herein shall mean such other entity, and this Agreement shall continue in full force and effect.

15. **WAIVER OF RIGHT TO TRIAL BY JURY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY AND EMPLOYEE HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER THEY OR THEIR HEIRS, EXECUTORS, ADMINISTRATORS, PERSONAL REPRESENTATIVES, SUCCESSORS OR ASSIGNS MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED ON OR RELATING TO THIS AGREEMENT. BY WAIVING THE RIGHT TO A JURY TRIAL, NEITHER PARTY IS WAIVING A RIGHT TO SUE THE OTHER; RATHER, THE PARTIES ARE SIMPLY WAIVING THE RIGHT TO HAVE A JURY DECIDE THE CASE.**

16. **LIMITATION ON DAMAGES. EMPLOYEE AGREES THAT, UNLESS**

PROHIBITED BY APPLICABLE LAW, AND EXCEPT AS EXPRESSLY AVAILABLE IN AN APPLICABLE FEDERAL, STATE OR LOCAL STATUTE OR ORDINANCE, EMPLOYEE'S REMEDY FOR BREACH OF THIS AGREEMENT OR ANY OTHER CLAIM OR CAUSE OF ACTION ARISING OUT OF EMPLOYEE'S EMPLOYMENT SHALL BE LIMITED TO ACTUAL ECONOMIC DAMAGES, AND EMPLOYEE SHALL NOT BE PERMITTED TO MAKE ANY CLAIM FOR OR RECOVER (a) PUNITIVE, EXEMPLARY, COMPENSATORY (OTHER THAN BASED ON ACTUAL ECONOMIC LOSS), EMOTIONAL DISTRESS, OR SPECIAL DAMAGES OR (b) ATTORNEYS' FEES.

17. Jurisdiction. Litigation concerning this Agreement, if initiated by or on behalf of Employee, shall be brought only in a state court in Philadelphia County, Pennsylvania or federal court in the Eastern District of Pennsylvania, or, if initiated by the Company, in either such jurisdiction or in a jurisdiction in which Employee then resides or works. Employee consents to jurisdiction in any such jurisdiction, regardless of the location of Employee's residence or place of business. Employee and the Company irrevocably waive any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens, which Employee or the Company may now or hereafter have to the bringing of any action or proceeding in any such jurisdiction. Employee and the Company acknowledge and agree that any service of legal process by mail constitutes proper legal service of process under applicable law in any such action or proceeding. In any such litigation, the prevailing party shall be entitled to reimbursement from the other party for all costs of defending or maintaining such action, including reasonable attorneys' fees.

18. Governing Law. This Agreement shall be interpreted and enforced in accordance with the substantive law of the Commonwealth of Pennsylvania, without regard to any choice-of-law doctrines.

19. Notices. All notices referred to in this Agreement shall be given in writing and shall be effective: (a) if given by fax, when transmitted to the number below (with an appropriate confirmation received); or (b) if given by registered or certified mail, when received at the address below (with an appropriate receipt received):

if to the Company:

c/o Comcast Corporation
One Comcast Center
Philadelphia, PA 19103
Attention: General Counsel
Fax: (215) 286-7794; and

if to Employee:

Employee's address and fax number (if any) as indicated in the Company's records.

20. Entire Agreement. This Agreement (including Schedules 1 and 2 hereto) constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes and replaces in its entirety the Employment Agreement dated on November 22, 2005 between the parties, provided that any accrued rights and obligations of the parties thereunder as of the date hereof shall be unaffected by the execution of this Agreement. In the event of any conflict between the terms of this Agreement and the terms of any plans or policies of the Company (including the Employee Handbook), the terms of this Agreement shall control.

21. Invalidity or Unenforceability. If any term or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or enforceability shall not affect any other term or provision hereof and this Agreement shall continue in full force and effect as if such invalid or unenforceable term or provision (to the extent of the invalidity or unenforceability) had not been contained herein.

22. Amendments and Waivers. No amendment or waiver of this Agreement or any provision hereof shall be binding upon the party against whom enforcement of such amendment or waiver is sought unless it is made in writing and signed by or on behalf of such party. The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver or a continuing waiver by that party of the same or any subsequent breach of any provision of this Agreement by the other party.

23. Binding Effect; No Assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns, except that (other than to effect the provisions of Paragraph 14) it may not be assigned by either party without the other party's written consent.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first-above written.

COMCAST CORPORATION

By: /s/ Arthur R. Block

Date: 12/16/09

EMPLOYEE:

/s/ Stephen B. Burke

Stephen B. Burke

Date: 12/16/09

SCHEDULE 1 TO EMPLOYMENT AGREEMENT WITH STEPHEN B. BURKE

1. Position: Executive Vice President and Chief Operating Officer, Comcast Corporation; and President, Cable Division.
2. Signing Bonus Amount and Terms: \$3,000,000; provided that Employee shall be required to reimburse the Company for 100% of the amount of each signing bonus in the event a Termination With Cause or Termination Without Good Reason occurs within six months of the date thereof, or fifty percent (50%) of the amount of the signing bonus if either such event occurs following six months but within one year of the date thereof.
3. Restricted Stock Amount and Vesting Schedule: units for shares having a market value of approximately \$6,000,000; vesting: 100% on the thirteen-month anniversary of the date of grant. Employee shall remain subject to the Company's Stock Ownership Policy.
4. Cash Bonus. Target bonus potential under the Cash Bonus Plan: 300% of eligible earnings (i.e., the amount of Base Salary actually paid in the calendar year).
5. Base Salary and Health and Welfare Benefits Continuation Period following Termination Without Cause or Termination With Good Reason: Twenty-four (24) months.
6. Restricted Stock and Stock Option Plan Grants Continued Vesting Period following Termination Without Cause or Termination With Good Reason: Twelve (12) months. Stock Option Plan Grants Continued Exercisability Period following Termination Without Cause or Termination With Good Reason: the lesser of fifteen (15) months or the end of the stock option's term.

SCHEDULE 2

COMPETITIVE BUSINESS ACTIVITIES

- A. The distribution of video programming to consumer or commercial customers or users, whether by analog or digital technology, to any type of end-user equipment (television, computer, phone, personal digital assistant or other), and by any distribution method (including coaxial cable, fiber optic cable, digital subscriber line, power line, satellite, wireless and Internet) or protocol (IP or other). Employee agrees that the following companies (or their parents, subsidiaries or controlled affiliates), and their successors and assigns, are among those engaged in competitive video programming distribution as of the date hereof: Amazon.com, Inc.; Apple Inc.; AT&T Inc.; Bright House Networks; Cablevision Systems Corp.; Charter Communications, Inc.; Cox Communications, Inc.; DirecTV, Inc.; DISH Network Corporation; EchoStar Holding Corporation; Everest; Facebook, Inc.; Flixster, Inc.; Google, Inc. (including YouTube); Joost Operations S.A.; Knology Holdings, Inc.; Microsoft Corporation (including Xbox); N-F NewSite, LLC d/b/a hulu.com; Qwest Communications International, Inc.; RCN Corporation; Roku, Inc.; Time Warner Cable, Inc.; TiVo Inc.; Verizon Communications, Inc.; VUDU, Inc.; and Wide Open West.
- B. The provision of Internet access or portal service (including related applications and services) to consumer or commercial customers or users, whether by analog or digital technology, to any type of end-user equipment (television, computer, phone, personal digital assistant or other), and by any distribution method (including dial-up, coaxial cable, fiber optic cable, digital subscriber line, power line, satellite and wireless) or protocol (IP or other). Employee agrees that the following companies (or their parents, subsidiaries or controlled affiliates), and their successors and assigns, are among those engaged in competitive high-speed Internet access and/or portal service as of the date hereof: AT&T Inc.; Bright House Networks; Cablevision Systems Corp.; Charter Communications Inc.; Clearwire Corporation; Cox Communications, Inc.; DirecTV, Inc.; DISH Network Corporation; EchoStar Holding Corporation; Google, Inc.; Knology Holdings, Inc.; Microsoft Corporation (including MSN); Qwest Communications International, Inc.; RCN Corporation; Sprint Nextel Corporation; Time Warner Cable, Inc.; Time Warner Inc. (including AOL); Verizon Communications, Inc.; and Yahoo, Inc.
- C. The provision of voice and/or data service to consumer or commercial customers or users, whether by analog or digital technology, by any distribution method (including coaxial cable, fiber optic cable, digital subscriber line, power line, satellite, wireless and Internet) or protocol (IP or other). Employee agrees that the following companies (or their parents, subsidiaries or controlled affiliates), and their successors and assigns, are among those engaged in competitive voice and/or data service as of the date hereof: AT&T Inc.; Bright House Networks; Cablevision Systems Corp.; Charter Communications, Inc.; Clearwire Corporation; Cox Communications, Inc.; DirecTV, Inc.; DISH Network Corporation; EchoStar Holding Corporation; Embarq Corporation;

Google, Inc.; Knology Holdings, Inc.; Qwest Communications International, Inc.; RCN Corporation; Sprint Nextel Corporation; Skype Limited; Time Warner Cable, Inc.; Vonage Holdings Corp.; Verizon Communications, Inc.; and Wide Open West.

- D. The provision of wireless communications services to consumer or commercial customers or users, whether by analog or digital technology, to any type of end-user equipment (television, computer, phone, personal digital assistant or other) and by any technology or protocol (IP or other). Employee agrees that the following companies (or their parents, subsidiaries or controlled affiliates), and their successor and assigns, are among those engaged in the provision of competitive wireless service as of the date hereof: AT&T Inc.; Boingo Wireless, Inc.; Bright House Networks; Clearwire Corporation; Leap Wireless International, Inc.; MediaFLO USA, Inc.; MetroPCS Communications, Inc.; Sprint Nextel Corporation; T-Mobile USA, Inc.; and Verizon Communications, Inc.
- E. The (i) creation, (ii) production or (iii) sale, license or other provision, of audio and/or video program content, whether for use by program content providers, broadcast, satellite or other program networks, distributors of program content, or providers of high-speed Internet portal or other Internet-based services or websites. Employee agrees that the following companies (or their parents, subsidiaries or controlled affiliates), and their successors and assigns, are among those engaged in the competitive creation, production or provision of audio and/or video program content as of the date hereof: A&E Television Networks; Cablevision Systems Corp. (including Rainbow); CBS Corporation; Cox Communications, Inc.; Discovery Communications, Inc.; Epix Joint Venture; EW Scripps Co.; General Electric Co. (including NBC-Universal); Google, Inc. (including YouTube); IAC/InterActive Corp; Liberty Media Corp.; Metro-Goldwyn-Mayer Inc.; News Corp. (including Fox and MySpace); Sony Corporation of America; The Walt Disney Company, Inc. (including ABC); Time Warner Inc. (including AOL, Turner and Warner Bros.); and Viacom Inc. (including Dreamworks and Paramount).
- F. The provision of Internet-based products or services to consumer or commercial users. Employee agrees that the following companies (or their parents, subsidiaries or controlled affiliates), and their successors and assigns, are among those engaged in providing competitive Internet-based products and services as of the date hereof: AT&T Inc.; BitTorrent, Inc.; Bright Cove, Inc.; CBS Interactive Inc. (including CNET); Facebook, Inc.; Flixster, Inc.; Friendfeed Inc.; Google, Inc. (including YouTube); hulu.com; Joost Operations S.A.; LinkedIn Corporation; Microsoft Corporation (including MSN); News Corp. (including MySpace); RealNetworks, Inc.; The Walt Disney Company, Inc.; Time Warner Inc. (including AOL); TiVo Inc.; Verizon Communications, Inc.; XING AG; Xobni Corporation; and Yahoo, Inc.
- G. The creation, development, enhancement, testing, deployment, operation, licensing or sale of software or other technology used in any of the products or services described in A to F above.

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (the "Agreement") is entered into as of the 16th day of December, 2009, between COMCAST CORPORATION, a Pennsylvania corporation (together with its subsidiaries, the "Company"), and MICHAEL J. ANGELAKIS ("Employee").

BACKGROUND

Employee desires to have Employee's employment relationship with the Company be governed by the terms and conditions of this Agreement, which include material benefits favorable to Employee. In return for such favorable benefits, Employee is agreeing to the terms and conditions contained in this Agreement, which include material obligations on Employee.

AGREEMENT

Intending to be legally bound, the Company and Employee agree as follows:

1. **Position and Duties.**

(a) Employee shall continue to serve and the Company shall continue to employ Employee in the position set forth on Schedule 1. Employee shall report directly to the Company's Chief Executive Officer (currently Brian L. Roberts), in Philadelphia, Pennsylvania. The duties of Employee will be those assigned by the Chief Executive Officer from time to time commensurate with Employee's education, skills and experience.

(b) Employee shall work full-time and devote Employee's reasonable best efforts to the business of the Company in a manner that will further the interests of the Company. Without the prior written consent of the Company, Employee shall not, directly or indirectly, work for or on behalf of any person or business, other than the Company. Nothing herein shall restrict Employee from engaging in non-compensatory civic and charitable activities with the consent of the Company, which consent shall not be unreasonably withheld or delayed.

(c) Employee shall comply with all policies of the Company applicable to Employee, including the Employee Handbook and the Code of Ethics and Business Conduct.

2. **Term.** The term of this Agreement (the "Term") shall be from the date first-above written (the "Commencement Date") through the first to occur of: (a) the date Employee's employment is terminated in accordance with Paragraph 6; or (b) December 31, 2012 (the date specified in subparagraph (b) is referred to as "Regular End Date"). Notwithstanding the end of the Term, the Company's obligation to make any payments expressly set forth herein to be made after the Term, and Employee's covenants contained in Paragraphs 8, 9 and 10, shall be enforceable after the end of the Term.

3. Compensation.

(a) Base Salary. Employee's base salary ("Base Salary") from the Commencement Date through February 28, 2010 shall be at Employee's current annual rate and shall not thereafter be reduced other than as part of a salary reduction program effected by the Company during the Term, on a basis consistent with that applicable to other employees at Employee's level. Employee shall thereafter be entitled to participate in any salary increase program offered by the Company during the Term, on a basis consistent with that applicable to other employees at Employee's level, taking into account Employee's position, duties and performance. Base Salary, less normal deductions, shall be paid to Employee in accordance with the Company's payroll practices in effect from time to time.

(b) Signing Bonuses. As soon as practicable after each of (A) the Commencement Date and (B) the first to occur of June 30, 2010 and the closing of the Company's NBC Universal transaction, Employee shall receive a cash signing bonus in the amount and on the terms set forth on Schedule 1.

(c) Restricted Stock/Stock Option Grants.

(i) As soon as practicable after each of (A) the Commencement Date and (B) the first to occur of June 1, 2010 and the closing of the Company's NBC Universal transaction, Employee shall receive a grant of restricted stock units under the Company's Restricted Stock Plan for the number of shares of the Company's Class A Common Stock set forth on Schedule 1. Such units shall vest as set forth on Schedule 1.

(ii) Continuing in 2010, Employee shall be entitled to participate in any annual (or other) broad-based grant programs under the Company's Restricted Stock Plan and/or Stock Option Plan (or any successor equity-based compensation plan or plans) on a basis consistent with that applicable to other employees at Employee's level, taking into account Employee's position, duties and performance.

(d) Cash Bonuses.

(i) Employee shall be entitled to participate in the Company's Cash Bonus Plan as set forth on Schedule 1 through each of December 31, 2009 and December 31, 2010. Employee's participation in such Plan will be pursuant to the terms and conditions thereof. The performance standards applicable to such cash bonus will be consistent with those applicable to other employees at Employee's level, taking into account Employee's position and duties.

(ii) Employee shall be entitled to continued participation in the Company's Cash Bonus Plan (or any successor performance-based cash incentive compensation plan) with respect to each subsequent calendar year (or portion thereof) in the Term on a basis consistent with that applicable to other employees at Employee's level, taking into account Employee's position, duties and performance, provided that in no event will the percentage of eligible earnings target bonus potential thereunder be less than that set forth on Schedule 1.

(e) Deferred Compensation.

(i) Employee shall be entitled to participate in the Company's deferred compensation plans and programs on the same terms as the Company's other senior executive officers.

(ii) In addition, the Company shall credit to Employee's account under, and pursuant to the terms and conditions of, the Company's 2005 Deferred Compensation Plan (or any successor plan), (A) as of the Commencement Date, \$1,000,000, and (B) as of January 1 of each of the following calendar years, the following amounts:

<u>Year</u>	<u>Amount</u>
2010	\$1,500,000
2011	\$1,575,000
2012	\$1,653,750.

4. Other Benefits. Employee shall be entitled to participate in the Company's health and welfare and other employee benefit plans and programs (including group insurance programs, vacation benefits and applicable directors and officers liability insurance and indemnification and advancement of expenses provisions relating to claims made by third parties against Employee in Employee's role as a director, officer or employee) ("Other Benefit Plans"), on terms (including cost) as are consistent with those made available to other employees at Employee's level, taking into account Employee's position and duties, in accordance with the terms of such plans and programs. Nothing in this Agreement shall limit the Company's right to modify or discontinue any Other Benefit Plans at any time, provided no such action may adversely affect any vested rights of Employee thereunder. The provisions of this Paragraph 4 shall not apply to compensation and benefit plans and programs specifically addressed in this Agreement, in which case the applicable terms of this Agreement shall control.

5. Business Expenses. The Company shall pay or reimburse Employee for reasonable travel, lodging, meals, entertainment and other reasonable expenses incurred by Employee in connection with the performance of Employee's duties hereunder, upon receipt of vouchers therefor submitted to the Company on a timely basis and in accordance with the Company's policies and practices in effect from time to time.

6. Termination. Employee's employment, and the Company's obligations under this Agreement (excluding any obligations the Company may have under Paragraph 7, any other obligations expressly set forth herein as surviving termination of employment, and any obligations with respect to any vested rights of Employee under any benefit plans or programs), shall or may be terminated, in the circumstances set forth below.

(a) Death. Employee's employment shall terminate automatically in the event of Employee's death.

(b) Disability. The Company may terminate Employee's employment in accordance with the provisions of applicable law, in the event Employee becomes substantially unable to perform Employee's duties hereunder due to partial or total disability or incapacity resulting from a mental or physical illness, injury or other health-related cause ("Disability") for a period of twelve (12) consecutive months or for a cumulative period of fifty-two (52) weeks in any two (2) calendar year period.

(c) Termination With Cause by the Company or Termination by Employee Without Good Reason.

(i) The Company may terminate Employee's employment upon written notice following its determination that Employee has committed any of the following acts ("Termination With Cause"): conviction of a felony or a crime involving moral turpitude; fraud, embezzlement or other misappropriation of funds with respect to the Company; material misrepresentation with respect to the Company; substantial failure to perform duties; gross negligence or misconduct in the performance of duties; material violation of the Employee Handbook, the Code of Ethics and Business Conduct or any other written Company policy; or material breach of this Agreement (which, as to the last two items, if capable of being cured (as determined by the Company), shall remain uncured following ten (10) business days after written notice thereof).

(ii) Employee may terminate Employee's employment at any time upon twenty (20) business days prior written notice without Good Reason (as such item is defined in subparagraph (d)(ii) below) ("Termination Without Good Reason").

(d) Termination Without Cause by the Company or Termination by Employee With Good Reason.

(i) The Company may terminate Employee's employment at any time for any reason (or for no reason) upon ten (10) business days prior written notice ("Termination Without Cause").

(ii) Employee may terminate Employee's employment as a result of any of the following acts of the Company ("Termination With Good Reason") upon ten (10) business days prior written notice, provided Employee has provided Company such written notice within sixty (60) days of the occurrence thereof: a substantial demotion in Employee's position; or material breach of any material provision of this Agreement (which, as to either such item, if capable of being cured (as determined by the Company), shall remain uncured following twenty (20) business days after written notice thereof) ("Good Reason").

7. Payments and Other Entitlements As a Result of Termination. Employee's sole entitlements as a result of a termination under Paragraph 6 shall be as set forth below.

(a) Death or Disability. Following termination due to death or Disability, Employee (or Employee's estate, as applicable) shall be entitled to payment of Employee's then-

current Base Salary through the date of termination and for a period of three (3) months thereafter (payable in accordance with the Company's regular payroll practices), amounts accrued or payable under any Other Benefit Plans (payable at such times as provided therein), any accrued but unused vacation time, any amounts payable for any unreimbursed business expenses, any amount that otherwise would have been payable in the current year on account of the prior year's Cash Bonus Plan grant, and an amount on account of the current year's Cash Bonus Plan grant (pro-rated through the date of termination, and assuming achievement of performance targets at 100%) (in the case of each of the last two amounts, payable at such time as otherwise applicable absent such death or Disability). Except as otherwise provided herein, any amounts payable to Employee (or Employee's estate, as applicable) pursuant to this subparagraph (a) shall be paid no later than the 90th day following the date of termination. In addition, Employee's stock options and restricted stock grants shall automatically vest in full, and the stock options shall remain exercisable for the balance of their remaining terms.

(b) Termination With Cause or Termination Without Good Reason. If Employee's employment terminates as a result of a Termination With Cause or Termination Without Good Reason, then subject to the provisions of subparagraph 8(c), Employee shall be entitled only to payment of Employee's then-current Base Salary through the date of termination (payable in accordance with the Company's regular payroll practices), amounts accrued or payable under any Other Benefit Plans (payable at such times as provided therein), any accrued but unused vacation time, any amounts payable for any unreimbursed business expenses, and any amount that otherwise would have been payable in the current year on account of the prior year's Cash Bonus Plan grant (payable at such time as otherwise applicable absent such termination). Except as otherwise provided herein, any amounts payable to Employee pursuant to this subparagraph (b) shall be paid no later than the 90th day following the date of termination.

(c) Termination Without Cause or Termination With Good Reason. If Employee's employment is terminated as a result of a Termination Without Cause or Termination With Good Reason, and subject to Employee's entering into an agreement containing a release by Employee of the Company with respect to all matters relating to Employee's employment and the termination thereof (other than rights under this Agreement which by their express terms continue following termination of employment) within thirty (30) days following the date of termination, in a form and containing terms as the Company customarily requires of terminated employees receiving salary continuation payments:

(i) Provided Employee is alive at the time of payment or receipt of benefits, Employee shall be entitled to: (A) receive Employee's then-current Base Salary in accordance with the Company's regular payroll practices; and (B) participate in the Company's health and welfare benefit plans and programs at the same cost to Employee as is applicable to active employees; in each case for the period of time set forth on Schedule 1 following the date of termination. Employee's rights under the Consolidated Omnibus Budget Reconciliation Act of 1986, as amended ("COBRA") shall run concurrently with Employee's participation during such period of time. To the extent the provision of health and welfare benefits to Employee pursuant to subparagraph (B) constitutes a "deferral of compensation" within the meaning of Section 409A of

the Internal Revenue Code (the "Code"), and its implementing regulations and guidance, the provision of such benefits shall be subject to the terms and conditions of subparagraph 13(a).

(ii) Employee shall also receive payment of Employee's then-current Base Salary through the date of termination (payable in accordance with the Company's regular payroll practices), amounts accrued or payable under any Other Benefit Plans (payable at such times as provided therein), any accrued but unused vacation time, any amounts payable for any unreimbursed business expenses, and any amount that otherwise would have been payable in the current year on account of the prior year's Cash Bonus Plan grant (payable at such time as otherwise applicable absent such termination). Except as otherwise provided herein, any amounts payable to Employee pursuant to this subparagraph (ii) shall be paid no later than the 90th day following the date of termination.

(iii) Employee shall have no obligation to seek to obtain employment during the period in which Employee receives salary continuation payments under subparagraph (i) above. Any income received from any subsequent employer shall not reduce such salary continuation payments. However, Employee shall provide the Company with notice of any such subsequent employment and the Company's obligation to continue health and welfare benefits shall cease upon Employee's eligibility for health and welfare benefits from any subsequent employer.

(iv) Provided Employee is alive at the time of payment, Employee shall be entitled to receive payment on account of: (A) the current year's Cash Bonus Plan grant; and (B) the following year's Cash Bonus Plan grant (pro-rated for the period of time in the following year based on the number of months equal to twelve (12) minus the number of full months in the current year following the date of termination); in each case, assuming achievement of performance targets at 100% (payable at such times as otherwise applicable absent such termination).

(v) Provided Employee is alive at the time of vesting, Employee shall have the right to continued vesting of Stock Option Plan and Restricted Stock Plan grants through the period of time set forth on Schedule 1, as if there had been no termination of employment (subject to the achievement of any performance conditions in Restricted Stock Plan grants). Provided Employee is alive at the time of exercise, Employee shall have the right to exercise any vested Stock Option Plan grants through the period of time set forth on Schedule 1.

8. Non-Solicitation; Non-Competition; Confidentiality. Employee acknowledges and agrees that (x) Employee's skills, experience, knowledge and reputation are of special, unique and extraordinary value to the Company, (y) Employee is and will continue to be privy to confidential and proprietary information, processes and expertise that will be used by the Company, the confidentiality of which has significant value to the Company and its future success, and (z) certain restrictions on Employee's activities as set forth below are necessary to protect the value of the goodwill and other tangible and intangible assets of the Company. Based upon the foregoing, Employee agrees as follows:

(a) While employed by the Company (whether during the Term or thereafter), and for a period of one year after termination of Employee's employment for any reason (whether during the Term or thereafter), Employee shall not, directly or indirectly: (i) hire any employee of the Company (other than as a result of a general solicitation); or (ii) solicit, induce, encourage or attempt to influence any employee, customer, consultant, independent contractor, service provider or supplier of the Company to cease to do business or terminate the employment or other relationship with the Company.

(b) (i) WHILE EMPLOYED BY THE COMPANY (WHETHER DURING THE TERM OR THEREAFTER), AND FOR A PERIOD OF ONE YEAR AFTER TERMINATION OF EMPLOYEE'S EMPLOYMENT PRIOR TO THE REGULAR END DATE BY EMPLOYEE (OTHER THAN AS A RESULT OF A TERMINATION WITH GOOD REASON) OR BY THE COMPANY AS A RESULT OF A TERMINATION WITH CAUSE, EMPLOYEE SHALL NOT, DIRECTLY OR INDIRECTLY, ENGAGE OR BE FINANCIALLY INTERESTED IN (AS AN AGENT, CONSULTANT, DIRECTOR, EMPLOYEE, INDEPENDENT CONTRACTOR, OFFICER, OWNER, PARTNER, MEMBER, PRINCIPAL OR OTHERWISE), ANY ACTIVITIES FOR A COMPETITIVE BUSINESS. A COMPETITIVE BUSINESS MEANS A BUSINESS (WHETHER CONDUCTED BY AN ENTITY OR INDIVIDUAL, INCLUDING EMPLOYEE IN SELF-EMPLOYMENT) THAT IS ENGAGED IN COMPETITION, DIRECTLY OR INDIRECTLY THROUGH ANY ENTITY CONTROLLING, CONTROLLED BY OR UNDER COMMON CONTROL WITH SUCH BUSINESS, WITH ANY OF THE BUSINESS ACTIVITIES CARRIED ON BY THE COMPANY OR BEING PLANNED BY THE COMPANY WITH EMPLOYEE'S PARTICIPATION.

(ii) TO APPROPRIATELY TAKE ACCOUNT OF THE HIGHLY COMPETITIVE ENVIRONMENT OF THE COMPANY'S BUSINESSES, THE PARTIES AGREE THAT ANY BUSINESS ENGAGED IN ANY OF THE ACTIVITIES SET FORTH ON SCHEDULE 2 SHALL BE DEEMED TO BE A COMPETITIVE BUSINESS UNDER SUBPARAGRAPH (i) ABOVE.

(iii) THIS RESTRICTION SHALL APPLY IN ANY GEOGRAPHIC AREA OF THE UNITED STATES IN WHICH THE COMPANY CARRIES OUT BUSINESS ACTIVITIES. EMPLOYEE AGREES THAT NOT SPECIFYING A MORE LIMITED GEOGRAPHIC AREA IS REASONABLE IN LIGHT OF THE BROAD GEOGRAPHIC SCOPE OF THE ACTIVITIES CARRIED OUT BY THE COMPANY IN THE UNITED STATES.

(iv) For purposes of clarification of their intent, the parties agree that subparagraph (i) above restricts Employee from working on the account, or otherwise for the benefit, of a Competitive Business as a result of Employee's working as an employee, consultant or in any other capacity for a company or other entity that provides consulting, advisory, lobbying or similar services to other businesses.

(v) Nothing herein shall prevent Employee from owning for investment up to one percent (1%) of any class of equity security of an entity whose securities are traded on a

national securities exchange or market. Further, nothing herein shall prevent Employee from being employed or otherwise engaged in any private equity or other financial services business (including related investing, monitoring and management activities (including serving as a director)) as long as the Employee is not employed by a Competitive Business as an officer or in any other operational capacity.

(c) IF EMPLOYEE TERMINATES EMPLOYMENT (OTHER THAN AS A RESULT OF A TERMINATION WITH GOOD REASON) AT ANY TIME FOLLOWING THE REGULAR END DATE, THEN PROVIDED THE COMPANY SO ELECTS BY WRITTEN NOTICE TO EMPLOYEE GIVEN WITHIN TEN (10) BUSINESS DAYS OF SUCH TERMINATION: (i) THE PROVISIONS OF SUBPARAGRAPH (b) ABOVE SHALL APPLY TO EMPLOYEE FOR A ONE-YEAR PERIOD FOLLOWING SUCH TERMINATION, PROVIDED THAT FOR THE PURPOSES OF THIS SUBPARAGRAPH THE TERM COMPETITIVE BUSINESS SHALL MEAN ANY OF THE FOLLOWING ENTITIES (OR THEIR SUCCESSORS) THAT IS ENGAGED IN COMPETITION WITH THE COMPANY'S BUSINESSES, DIRECTLY OR INDIRECTLY THROUGH ANY PARENT, SUBSIDIARY, AFFILIATE, JOINT VENTURE, PARTNERSHIP OR OTHERWISE: AT&T INC.; DIRECTTV, INC.; DISH NETWORK CORPORATION; ECHOSTAR HOLDING CORPORATION; QWEST COMMUNICATIONS INTERNATIONAL, INC.; AND VERIZON COMMUNICATIONS, INC.; AND (ii) THE COMPANY SHALL PROVIDE TO EMPLOYEE, FOR A ONE-YEAR PERIOD FOLLOWING SUCH TERMINATION, THE PAYMENTS AND BENEFITS DESCRIBED IN SUBPARAGRAPHS 7(c)(i) AND 7(c)(iv) ON THE TERMS SET FORTH THEREIN, AS IF THERE HAD BEEN NO TERMINATION.

(d) During the Term and at all times thereafter, Employee shall not, directly or indirectly, use for Employee's personal benefit, or disclose to or use for the direct or indirect benefit of anyone other than the Company (except as may be required within the scope of Employee's duties hereunder), any secret or confidential information, knowledge or data of the Company or any of its affiliates, employees, officers, directors or agents ("Confidential Information"). Confidential Information includes, but is not limited to: the terms and conditions of this Agreement; sales, marketing and other business methods; policies, plans, procedures, strategies and techniques; research and development projects and results; software and firmware; trade secrets, know-how, processes and other intellectual property; information on or relating to past, present or prospective employees or suppliers; and information on or relating to past, present or prospective customers, including customer lists. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is generally available to the public; (ii) is available to Employee on a nonconfidential basis from a source other than the Company, provided such source is not and was not bound by a confidentiality agreement with the Company or otherwise prohibited from transmitting such information to Employee by a contractual, legal or fiduciary obligation; or (iii) has been independently developed by Employee, as evidenced by written records. Employee agrees that Confidential Information is the exclusive property of the Company, and agrees that, immediately upon Employee's termination of employment for any reason (including after the Term), Employee shall deliver to the Company all correspondence, documents, books, records, lists and other materials containing Confidential Information that are within Employee's possession or control, regardless of the medium in which such materials are

maintained. Employee shall retain no copies thereof in any medium. Without limiting the generality of the foregoing, Employee agrees neither to prepare, participate in or assist in the preparation of any article, book, speech or other writing or communication relating to the past, present or future business, operations, personnel or prospects of the Company or its affiliates, nor to encourage or assist others to do any of the foregoing, without the prior written consent of the Company (which may be withheld in the Company's sole discretion). Nothing herein shall prevent Employee from: (A) complying with a valid subpoena or other legal requirement for disclosure of Confidential Information, provided that Employee shall use good faith efforts to notify the Company promptly and in advance of disclosure if Employee believes Employee is under a legal requirement to disclose Confidential Information otherwise protected from disclosure under this subparagraph; or (B) disclosing the terms and conditions of this Agreement to Employee's spouse or tax, accounting or legal advisors, or as necessary to enforce this Agreement.

(e) Employee acknowledges that the restrictions contained in this Paragraph 8, in light of the nature of the businesses in which the Company is engaged and Employee's position with the Company, are reasonable and necessary to protect the legitimate interests of the Company, and that any violation of these restrictions would result in irreparable injury to the Company. Employee therefore agrees that, in the event of Employee's violation or threatened violation of any of these restrictions: (i) the Company shall have the right to suspend or terminate any unaccrued payment obligations to Employee hereunder and/or Employee's unaccrued rights under any benefit plans and programs hereunder or thereunder (including in each case any arising following termination of employment); and (ii) the Company shall be entitled to seek from any court of competent jurisdiction: (A) preliminary and permanent injunctive relief against Employee; (B) damages from Employee (including the Company's reasonable legal fees and other costs and expenses); and (C) an equitable accounting of all compensation, commissions, earnings, profits and other benefits to Employee arising from such violation; all of which rights shall be cumulative and in addition to any other rights and remedies to which the Company may be entitled as set forth herein or as a matter of law.

(f) Employee agrees that if any portion of the restrictions contained in this Paragraph 8, or the application thereof, is construed to be invalid or unenforceable, the remainder of such restrictions or the application thereof shall not be affected and the remaining restrictions shall have full force and effect without regard to the invalid or unenforceable portions. If any restriction is held to be unenforceable because of the area covered, the duration thereof or the scope thereof, Employee agrees that the court making such determination shall have the power to reduce the area and/or the duration, and/or limit the scope thereof, and the restriction shall then be enforceable in its reduced form.

(g) If Employee violates any such restrictions, the period of such violation (from the commencement of any such violation until such time as such violation shall be cured by Employee) shall not count toward or be included in any applicable restrictive period.

(h) Employee agrees that prior to accepting employment with any other person or entity at any time during the one-year period following termination of employment referred to

in subparagraph (b)(i) or (c)(i) above, Employee will provide the prospective employer with written notice of the provisions of this Paragraph 8, with a copy of such notice provided simultaneously to the Company.

9. Non-Derogatory Statements. While employed by the Company (whether during the Term of thereafter), and for a period of five (5) years thereafter, Employee shall not, in any communication with any person or entity, including any actual or potential employer, customer, consultant, independent contractor, investor, lender, service provider or supplier of the Company, or any third party media outlet, make any significant derogatory or disparaging statements – orally, written or otherwise – against the Company or any of its directors, officers, agents, employees, contractors or affiliates (or any of their respective directors, officers, agents, employees, contractors or affiliates). The foregoing shall not be deemed to restrict Employee’s obligations to testify truthfully in any proceeding or cooperate in any governmental investigation.

10. Company Property. Employee agrees that the Company owns, and is entitled to receive all of the results and proceeds of, items produced or created by Employee (including, without limitation, inventions, patents, copyrights, trademarks, literary material and any other intellectual property), alone or in collaboration with others, that: (i) relate to the Company’s businesses, if produced or created during the period of Employee’s employment by the Company (whether during the Term or thereafter and whether during or outside working hours); or (ii) are produced or created during working hours or using the Company’s information, assets, technology or facilities (referred to collectively as the “Work”). Employee shall disclose and furnish to the Company, promptly following the Company’s request or immediately upon Employee’s termination of employment, any and all Work. Employee expressly acknowledges and agrees that the Work is specially ordered by the Company and shall be “works made-for-hire” under the United States copyright laws. In the event that a court of competent jurisdiction determines that any part of the Work is not made-for-hire, then Employee hereby irrevocably transfers and shall be deemed to have assigned all rights, title and interests in and to the Work to the Company, on an exclusive basis, including any and all copyrights, trademarks, trade secrets, patents or other proprietary rights, under the laws of the United States or of any other jurisdiction or country, in perpetuity. Employee shall, at the request of the Company, execute such documents as the Company may from time to time reasonably deem necessary or desirable to evidence, establish, maintain, protect, enforce and defend its title in and right to any such Work. In the event Employee fails or is unable to execute any such documents, Employee hereby appoints the Company as Employee’s attorney-in-fact with the full right, power and authority to execute and deliver the same, with full power of substitution and delegation, which appointment shall be deemed a power coupled with an interest and shall be irrevocable under any and all circumstances.

11. Representations.

(a) Employee represents that:

(i) Employee has had the opportunity to retain and consult with legal counsel and tax advisors of Employee’s choice regarding the terms of this Agreement.

(ii) Subject to equitable principles, this Agreement is enforceable against Employee in accordance with its terms.

(iii) This Agreement, and the performance of Employee's obligations hereunder, do not conflict with, violate or give rise to any rights of third parties under, any agreement, benefit plan or program, order, decree or judgment to which Employee is a party or by which Employee is bound.

(b) The Company represents that:

(i) Subject to equitable principles, this Agreement is enforceable against the Company in accordance with its terms.

(ii) This Agreement, and the performance of the Company's obligations hereunder, do not conflict with, violate or give rise to any rights to third parties under, any agreement, order, decree or judgment to which the Company is a party or by which it is bound.

12. Withholding. All compensation under this Agreement is subject to applicable tax withholding requirements and other deductions required by law.

13. Section 409A.

(a) Notwithstanding anything herein to the contrary or otherwise, except to the extent any expense, reimbursement or in-kind benefit provided to Employee does not constitute a "deferral of compensation" within the meaning of Section 409A of the Code, and its implementing regulations and guidance, (i) the amount of expenses eligible for reimbursement or in-kind benefits provided to Employee during any calendar year will not affect the amount of expenses eligible for reimbursement or in-kind benefits provided to Employee in any other calendar year, (ii) the reimbursements for expenses for which Employee is entitled to be reimbursed shall be made on or before the last day of the calendar year following the calendar year in which the applicable expense is incurred and (iii) the right to payment or reimbursement or in-kind benefits hereunder may not be liquidated or exchanged for any other benefit.

(b) For purposes of the application of Treas.Reg. §1.409A-1(b)(4) (or any successor provision), each payment in a series of payments provided to Employee pursuant to this Agreement will be deemed a separate payment.

(c) Notwithstanding any other provision of this Agreement to the contrary, any payment or benefit described in Paragraph 7 that represents a "deferral of compensation" within the meaning of Section 409A of the Code shall only be paid or provided to Employee upon his "separation from service" within the meaning of Treas.Reg. §1.409A-1(h) (or any successor regulation). To the extent compliance with the requirements of Treas.Reg. §1.409A-3(i)(2) (or any successor provision) is necessary to avoid the application of an additional tax under Section 409A of the Code to payments due to Employee upon or following his "separation from service," then notwithstanding any other provision of this Agreement (or any otherwise applicable plan, policy,

agreement or arrangement), any such payments that are otherwise due within six months following Employee's "separation from service" will be deferred (without interest) and paid to Employee in a lump sum immediately following that six month period. In the event Employee dies during that six month period, the amounts deferred on account of Treas.Reg. §1409A-3(i)(2) (or any successor provision) shall be paid to the personal representatives of the Employee's estate within sixty (60) days following Employee's death. This provision shall not be construed as preventing payments pursuant to Paragraph 7 equal to an amount up to two (2) times the lesser of (i) Employee's annualized compensation for the year prior to his "separation from service" and (ii) the maximum amount that may be taken into account under a qualified plan pursuant to section 401(a)(17) of the Code, being paid to Employee in the first six months following his "separation from service."

(d) Anything to the contrary herein notwithstanding, all benefits or payments provided by the Company to Employee that would be deemed to constitute "nonqualified deferred compensation" within the meaning of Section 401A of the Code are intended to comply with Section 409A of the Code. Notwithstanding anything in this Agreement to the contrary, distributions may only be made under this Agreement upon an event and in a manner permitted by Section 409A of the Code or an applicable exemption.

14. Successors.

(a) If the Company merges into, or transfers all or substantially all of its assets to, or as part of a reorganization, restructuring or other transaction becomes a subsidiary of, another entity, such other entity shall be deemed to be the successor to the Company hereunder, and the term "Company" as used herein shall mean such other entity as is appropriate, and this Agreement shall continue in full force and effect.

(b) If the Company transfers part of its assets to another entity owned by the shareholders of the Company (or any substantial portion of them), or distributes stock or other interests in a subsidiary or affiliate of the Company to the shareholders of the Company (or any substantial portion of them), and Employee works for the portion of the Company or the entity so transferred, then such other entity shall be deemed the successor to the Company hereunder, the term "Company" as used herein shall mean such other entity, and this Agreement shall continue in full force and effect.

15. **WAIVER OF RIGHT TO TRIAL BY JURY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY AND EMPLOYEE HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER THEY OR THEIR HEIRS, EXECUTORS, ADMINISTRATORS, PERSONAL REPRESENTATIVES, SUCCESSORS OR ASSIGNS MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED ON OR RELATING TO THIS AGREEMENT. BY WAIVING THE RIGHT TO A JURY TRIAL, NEITHER PARTY IS WAIVING A RIGHT TO SUE THE OTHER; RATHER, THE PARTIES ARE SIMPLY WAIVING THE RIGHT TO HAVE A JURY DECIDE THE CASE.**

16. **LIMITATION ON DAMAGES. EMPLOYEE AGREES THAT, UNLESS**

PROHIBITED BY APPLICABLE LAW, AND EXCEPT AS EXPRESSLY AVAILABLE IN AN APPLICABLE FEDERAL, STATE OR LOCAL STATUTE OR ORDINANCE, EMPLOYEE'S REMEDY FOR BREACH OF THIS AGREEMENT OR ANY OTHER CLAIM OR CAUSE OF ACTION ARISING OUT OF EMPLOYEE'S EMPLOYMENT SHALL BE LIMITED TO ACTUAL ECONOMIC DAMAGES, AND EMPLOYEE SHALL NOT BE PERMITTED TO MAKE ANY CLAIM FOR OR RECOVER (a) PUNITIVE, EXEMPLARY, COMPENSATORY (OTHER THAN BASED ON ACTUAL ECONOMIC LOSS), EMOTIONAL DISTRESS, OR SPECIAL DAMAGES OR (b) ATTORNEYS' FEES.

17. Jurisdiction. Litigation concerning this Agreement, if initiated by or on behalf of Employee, shall be brought only in a state court in Philadelphia County, Pennsylvania or federal court in the Eastern District of Pennsylvania, or, if initiated by the Company, in either such jurisdiction or in a jurisdiction in which Employee then resides or works. Employee consents to jurisdiction in any such jurisdiction, regardless of the location of Employee's residence or place of business. Employee and the Company irrevocably waive any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens, which Employee or the Company may now or hereafter have to the bringing of any action or proceeding in any such jurisdiction. Employee and the Company acknowledge and agree that any service of legal process by mail constitutes proper legal service of process under applicable law in any such action or proceeding. In any such litigation, the prevailing party shall be entitled to reimbursement from the other party for all costs of defending or maintaining such action, including reasonable attorneys' fees.

18. Governing Law. This Agreement shall be interpreted and enforced in accordance with the substantive law of the Commonwealth of Pennsylvania, without regard to any choice-of-law doctrines.

19. Notices. All notices referred to in this Agreement shall be given in writing and shall be effective: (a) if given by fax, when transmitted to the number below (with an appropriate confirmation received); or (b) if given by registered or certified mail, when received at the address below (with an appropriate receipt received):

if to the Company:

c/o Comcast Corporation
One Comcast Center
Philadelphia, PA 19103
Attention: General Counsel
Fax: (215) 286-7794; and

if to Employee:

Employee's address and fax number (if any) as indicated in the Company's records.

20. Entire Agreement. This Agreement (including Schedules 1 and 2 hereto) constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes and replaces in its entirety the Employment Agreement dated on November 20, 2006 between the parties, provided that any accrued rights and obligations of the parties thereunder as of the date hereof shall be unaffected by the execution of this Agreement. In the event of any conflict between the terms of this Agreement and the terms of any plans or policies of the Company (including the Employee Handbook), the terms of this Agreement shall control.

21. Invalidity or Unenforceability. If any term or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or enforceability shall not affect any other term or provision hereof and this Agreement shall continue in full force and effect as if such invalid or unenforceable term or provision (to the extent of the invalidity or unenforceability) had not been contained herein.

22. Amendments and Waivers. No amendment or waiver of this Agreement or any provision hereof shall be binding upon the party against whom enforcement of such amendment or waiver is sought unless it is made in writing and signed by or on behalf of such party. The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver or a continuing waiver by that party of the same or any subsequent breach of any provision of this Agreement by the other party.

23. Binding Effect; No Assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns, except that (other than to effect the provisions of Paragraph 14) it may not be assigned by either party without the other party's written consent.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first-above written.

COMCAST CORPORATION

By: /s/ Arthur R. Block

Date: 12/18/09

EMPLOYEE:

/s/ Michael J. Angelakis

Michael J. Angelakis

Date: 12/18/09

SCHEDULE 1 TO EMPLOYMENT AGREEMENT WITH MICHAEL J. ANGELAKIS

1. Position: Executive Vice President and Chief Financial Officer, Comcast Corporation.
2. Signing Bonus Amount and Terms: \$1,500,000; provided that Employee shall be required to reimburse the Company for 100% of the amount of each signing bonus in the event a Termination With Cause or Termination Without Good Reason occurs within six months of the date thereof, or fifty percent (50%) of the amount of the signing bonus if either such event occurs following six months but within one year of the date thereof.
3. Restricted Stock Amount and Vesting Schedule: units for shares having a market value of approximately \$3,000,000; vesting: 100% on the thirteen-month anniversary of the date of grant. Employee shall remain subject to the Company's Stock Ownership Policy.
4. Cash Bonus. Target bonus potential under the Cash Bonus Plan: 300% of eligible earnings (i.e., the amount of Base Salary actually paid in the calendar year).
5. Base Salary and Health and Welfare Benefits Continuation Period following Termination Without Cause or Termination With Good Reason: Twenty-four (24) months.
6. Restricted Stock and Stock Option Plan Grants Continued Vesting Period following Termination Without Cause or Termination With Good Reason: Twelve (12) months. Stock Option Plan Grants Continued Exercisability Period following Termination Without Cause or Termination With Good Reason: the lesser of fifteen (15) months or the end of the stock option's term.

SCHEDULE 2

COMPETITIVE BUSINESS ACTIVITIES

- A. The distribution of video programming to consumer or commercial customers or users, whether by analog or digital technology, to any type of end-user equipment (television, computer, phone, personal digital assistant or other), and by any distribution method (including coaxial cable, fiber optic cable, digital subscriber line, power line, satellite, wireless and Internet) or protocol (IP or other). Employee agrees that the following companies (or their parents, subsidiaries or controlled affiliates), and their successors and assigns, are among those engaged in competitive video programming distribution as of the date hereof: Amazon.com, Inc.; Apple Inc.; AT&T Inc.; Bright House Networks; Cablevision Systems Corp.; Charter Communications, Inc.; Cox Communications, Inc.; DirecTV, Inc.; DISH Network Corporation; EchoStar Holding Corporation; Everest; Facebook, Inc.; Flixster, Inc.; Google, Inc. (including YouTube); Joost Operations S.A.; Knology Holdings, Inc.; Microsoft Corporation (including Xbox); N-F NewSite, LLC d/b/a hulu.com; Qwest Communications International, Inc.; RCN Corporation; Roku, Inc.; Time Warner Cable, Inc.; TiVo Inc.; Verizon Communications, Inc.; VUDU, Inc.; and Wide Open West.
- B. The provision of Internet access or portal service (including related applications and services) to consumer or commercial customers or users, whether by analog or digital technology, to any type of end-user equipment (television, computer, phone, personal digital assistant or other), and by any distribution method (including dial-up, coaxial cable, fiber optic cable, digital subscriber line, power line, satellite and wireless) or protocol (IP or other). Employee agrees that the following companies (or their parents, subsidiaries or controlled affiliates), and their successors and assigns, are among those engaged in competitive high-speed Internet access and/or portal service as of the date hereof: AT&T Inc.; Bright House Networks; Cablevision Systems Corp.; Charter Communications Inc.; Clearwire Corporation; Cox Communications, Inc.; DirecTV, Inc.; DISH Network Corporation; EchoStar Holding Corporation; Google, Inc.; Knology Holdings, Inc.; Microsoft Corporation (including MSN); Qwest Communications International, Inc.; RCN Corporation; Sprint Nextel Corporation; Time Warner Cable, Inc.; Time Warner Inc. (including AOL); Verizon Communications, Inc.; and Yahoo, Inc.
- C. The provision of voice and/or data service to consumer or commercial customers or users, whether by analog or digital technology, by any distribution method (including coaxial cable, fiber optic cable, digital subscriber line, power line, satellite, wireless and Internet) or protocol (IP or other). Employee agrees that the following companies (or their parents, subsidiaries or controlled affiliates), and their successors and assigns, are among those engaged in competitive voice and/or data service as of the date hereof: AT&T Inc.; Bright House Networks; Cablevision Systems Corp.; Charter Communications, Inc.; Clearwire Corporation; Cox Communications, Inc.; DirecTV, Inc.; DISH Network Corporation; EchoStar Holding Corporation; Embarq Corporation;

Google, Inc.; Knology Holdings, Inc.; Qwest Communications International, Inc.; RCN Corporation; Sprint Nextel Corporation; Skype Limited; Time Warner Cable, Inc.; Vonage Holdings Corp.; Verizon Communications, Inc.; and Wide Open West.

- D. The provision of wireless communications services to consumer or commercial customers or users, whether by analog or digital technology, to any type of end-user equipment (television, computer, phone, personal digital assistant or other) and by any technology or protocol (IP or other). Employee agrees that the following companies (or their parents, subsidiaries or controlled affiliates), and their successor and assigns, are among those engaged in the provision of competitive wireless service as of the date hereof: AT&T Inc.; Boingo Wireless, Inc.; Bright House Networks; Clearwire Corporation; Leap Wireless International, Inc.; MediaFLO USA, Inc.; MetroPCS Communications, Inc.; Sprint Nextel Corporation; T-Mobile USA, Inc.; and Verizon Communications, Inc.
- E. The (i) creation, (ii) production or (iii) sale, license or other provision, of audio and/or video program content, whether for use by program content providers, broadcast, satellite or other program networks, distributors of program content, or providers of high-speed Internet portal or other Internet-based services or websites. Employee agrees that the following companies (or their parents, subsidiaries or controlled affiliates), and their successors and assigns, are among those engaged in the competitive creation, production or provision of audio and/or video program content as of the date hereof: A&E Television Networks; Cablevision Systems Corp. (including Rainbow); CBS Corporation; Cox Communications, Inc.; Discovery Communications, Inc.; Epix Joint Venture; EW Scripps Co.; General Electric Co. (including NBC-Universal); Google, Inc. (including YouTube); IAC/InterActive Corp; Liberty Media Corp.; Metro-Goldwyn-Mayer Inc.; News Corp. (including Fox and MySpace); Sony Corporation of America; The Walt Disney Company, Inc. (including ABC); Time Warner Inc. (including AOL, Turner and Warner Bros.); and Viacom Inc. (including Dreamworks and Paramount).
- F. The provision of Internet-based products or services to consumer or commercial users. Employee agrees that the following companies (or their parents, subsidiaries or controlled affiliates), and their successors and assigns, are among those engaged in providing competitive Internet-based products and services as of the date hereof: AT&T Inc.; BitTorrent, Inc.; Bright Cove, Inc.; CBS Interactive Inc. (including CNET); Facebook, Inc.; Flixster, Inc.; Friendfeed Inc.; Google, Inc. (including YouTube); hulu.com; Joost Operations S.A.; LinkedIn Corporation; Microsoft Corporation (including MSN); News Corp. (including MySpace); RealNetworks, Inc.; The Walt Disney Company, Inc.; Time Warner Inc. (including AOL); TiVo Inc.; Verizon Communications, Inc.; XING AG; Xobni Corporation; and Yahoo, Inc.
- G. The creation, development, enhancement, testing, deployment, operation, licensing or sale of software or other technology used in any of the products or services described in A to F above.

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (the "Agreement") is entered into as of the 16th day of December, 2009, between COMCAST CORPORATION, a Pennsylvania corporation (together with its subsidiaries, the "Company"), and ARTHUR R. BLOCK ("Employee").

BACKGROUND

Employee desires to have Employee's employment relationship with the Company be governed by the terms and conditions of this Agreement, which include material benefits favorable to Employee. In return for such favorable benefits, Employee is agreeing to the terms and conditions contained in this Agreement, which include material obligations on Employee.

AGREEMENT

Intending to be legally bound, the Company and Employee agree as follows:

1. **Position and Duties.**

(a) Employee shall serve and the Company shall employ Employee in the position set forth on Schedule 1, provided that the position and duties of Employee from time to time hereunder will be those assigned by the Company commensurate with Employee's education, skills and experience.

(b) Employee shall work full-time and devote Employee's reasonable best efforts to the business of the Company in a manner that will further the interests of the Company. Without the prior written consent of the Company, Employee shall not, directly or indirectly, work for or on behalf of any person or business, other than the Company. Nothing herein shall restrict Employee from engaging in non-compensatory civic and charitable activities with the consent of the Company, which consent shall not be unreasonably withheld or delayed.

(c) Employee shall comply with all policies of the Company applicable to Employee, including the Employee Handbook and the Code of Ethics and Business Conduct.

2. **Term.** The term of this Agreement (the "Term") shall be from the date first-above written (the "Commencement Date") through the first to occur of:

(a) the date Employee's employment is terminated in accordance with Paragraph 6; or (b) December 31, 2014 (the date specified in subparagraph (b) is referred to as "Regular End Date"). Notwithstanding the end of the Term, the Company's obligation to make any payments expressly set forth herein to be made after the Term, and Employee's covenants contained in Paragraphs 8, 9 and 10, shall be enforceable after the end of the Term.

3. Compensation.

(a) Base Salary. Employee's base salary ("Base Salary") from the Commencement Date through February 28, 2011 shall be at the annual rate set forth on Schedule 1, and shall not thereafter be reduced other than as part of a salary reduction program effected by the Company during the Term, on a basis consistent with that applicable to other employees at Employee's level. Employee shall thereafter be entitled to participate in any salary increase program offered by the Company during the Term, on a basis consistent with that applicable to other employees at Employee's level, taking into account Employee's position, duties and performance. Base Salary, less normal deductions, shall be paid to Employee in accordance with the Company's payroll practices in effect from time to time.

(b) Stock Option/Restricted Stock Grants.

(i) As soon as practicable after the Commencement Date, Employee shall receive a grant of:

(A) A non-qualified stock option under the Company's Stock Option Plan to purchase the number of shares of the Company's Class A Common Stock set forth on Schedule 1. The exercise price of such option shall be the closing price of the Class A Common Stock on the date of grant. Such option shall have a term of ten (10) years and shall vest as set forth on Schedule 1.

(B) Restricted stock units under the Company's Restricted Stock Plan for the number of shares of the Company's Class A Common Stock set forth on Schedule 1. Such units shall vest as set forth on Schedule 1.

(ii) Continuing in 2010, Employee shall be entitled to participate in any annual (or other) broad-based grant programs under the Company's Restricted Stock Plan and/or Stock Option Plan (or any successor equity-based compensation plan or plans) on a basis consistent with that applicable to other employees at Employee's level, taking into account Employee's position, duties and performance.

(c) Cash Bonuses.

(i) Employee shall be entitled to participate in the Company's Cash Bonus Plan through each of December 31, 2009 and December 31, 2010 with respect to the same percentage of eligible earnings target bonus potential as applicable for 2009. Employee's participation in such Plan will be pursuant to the terms and conditions thereof. The performance standards applicable to such cash bonus will be consistent with those applicable to other employees at Employee's level, taking into account Employee's position and duties.

(ii) Employee shall be entitled to continued participation in the Company's Cash Bonus Plan (or any successor performance-based cash incentive compensation plan) with respect to each subsequent calendar year (or portion thereof) in the Term on a basis

consistent with that applicable to other employees at Employee's level, taking into account Employee's position, duties and performance, provided that in no event will the aggregate target bonus thereunder be less than the percentage of eligible earnings as applicable for 2009.

4. Other Benefits.

(i) Employee shall be entitled to participate in the Company's health and welfare and other employee benefit plans and programs (including group insurance programs, vacation benefits and applicable directors and officers liability insurance and indemnification and advancement of expenses provisions relating to claims made by third parties against Employee in Employee's role as a director, officer or employee) ("Other Benefit Plans"), on terms (including cost) as are consistent with those made available to other employees at Employee's level, taking into account Employee's position and duties, in accordance with the terms of such plans and programs. Nothing in this Agreement shall limit the Company's right to modify or discontinue any Other Benefit Plans at any time, provided no such action may adversely affect any vested rights of Employee thereunder. The provisions of this subparagraph (i) shall not apply to compensation and benefit plans and programs specifically addressed in this Agreement, in which case the applicable terms of this Agreement shall control.

(ii) Notwithstanding the terms hereof or of any employee benefit plan, policy or grant document, Employee agrees to be subject to the provisions of the Company's Recoupment Policy as in effect from time to time and any decision of the Board of Directors thereunder requiring repayment of any amounts by Employee or cancellation of any of Employee's unvested restricted stock units.

5. Business Expenses. The Company shall pay or reimburse Employee for reasonable travel, lodging, meals, entertainment and other reasonable expenses incurred by Employee in connection with the performance of Employee's duties hereunder, upon receipt of vouchers therefor submitted to the Company on a timely basis and in accordance with the Company's policies and practices in effect from time to time.

6. Termination. Employee's employment, and the Company's obligations under this Agreement (excluding any obligations the Company may have under Paragraph 7, any other obligations expressly set forth herein as surviving termination of employment, and any obligations with respect to any vested rights of Employee under any benefit plans or programs), shall or may be terminated, in the circumstances set forth below.

(a) Death. Employee's employment shall terminate automatically in the event of Employee's death.

(b) Disability. The Company may terminate Employee's employment in accordance with the provisions of applicable law, in the event Employee becomes substantially unable to perform Employee's duties hereunder due to partial or total disability or incapacity resulting from a mental or physical illness, injury or other health-related cause ("Disability") for a

period of twelve (12) consecutive months or for a cumulative period of fifty-two (52) weeks in any two (2) calendar year period.

(c) Termination With Cause by the Company or Termination by Employee Without Good Reason.

(i) The Company may terminate Employee's employment upon written notice following its determination that Employee has committed any of the following acts ("Termination With Cause"): conviction of a felony or a crime involving moral turpitude; fraud; embezzlement or other misappropriation of funds with respect to the Company; material misrepresentation with respect to the Company; substantial failure to perform duties; gross negligence or misconduct in the performance of duties; material violation of the Employee Handbook, the Code of Ethics and Business Conduct or any other written Company policy; or material breach of this Agreement (which, as to the last two items, if capable of being cured (as determined by the Company), shall remain uncured following ten (10) business days after written notice thereof).

(ii) Employee may terminate Employee's employment at any time upon twenty (20) business days prior written notice without Good Reason (as such item is defined in subparagraph (d)(ii) below) ("Termination Without Good Reason").

(d) Termination Without Cause by the Company or Termination by Employee With Good Reason.

(i) The Company may terminate Employee's employment at any time for any reason (or for no reason) upon ten (10) business days prior written notice ("Termination Without Cause").

(ii) Employee may terminate Employee's employment as a result of any of the following acts of the Company ("Termination With Good Reason") upon ten (10) business days prior written notice, provided Employee has provided Company such written notice within sixty (60) days of the occurrence thereof: a substantial demotion in Employee's position; or material breach of any material provision of this Agreement (which, as to either such item, if capable of being cured (as determined by the Company), shall remain uncured following twenty (20) business days after written notice thereof) ("Good Reason").

7. Payments and Other Entitlements As a Result of Termination. Employee's sole entitlements as a result of a termination under Paragraph 6 shall be as set forth below.

(a) Death or Disability. Following termination due to death or Disability, Employee (or Employee's estate, as applicable) shall be entitled to payment of Employee's then-current Base Salary through the date of termination, amounts accrued or payable under any Other Benefit Plans (payable at such times as provided therein), any accrued but unused vacation time, any amounts payable for any unreimbursed business expenses, any amount that otherwise would have been payable in the current year on account of the prior year's Cash Bonus Plan grant, and an

amount on account of the current year's Cash Bonus Plan grant (pro-rated through the date of termination, and assuming achievement of performance targets at 100%) (in the case of each of the last two amounts, payable at such time as otherwise applicable absent such death or Disability). Except as otherwise provided herein, any amounts payable to Employee (or Employee's estate, as applicable) pursuant to this subparagraph (a) shall be paid no later than the 90th day following the date of termination.

(b) Termination With Cause or Termination Without Good Reason. If Employee's employment terminates as a result of a Termination With Cause or Termination Without Good Reason, then subject to the provisions of subparagraph 8(c), Employee shall be entitled only to payment of Employee's then-current Base Salary through the date of termination (payable in accordance with the Company's regular payroll practices), amounts accrued or payable under any Other Benefit Plans (payable at such times as provided therein), any accrued but unused vacation time, any amounts payable for any unreimbursed business expenses, and any amount that otherwise would have been payable in the current year on account of the prior year's Cash Bonus Plan grant (payable at such time as otherwise applicable absent such termination). Except as otherwise provided herein, any amounts payable to Employee pursuant to this subparagraph (b) shall be paid no later than the 90th day following the date of termination.

(c) Termination Without Cause or Termination With Good Reason. If Employee's employment is terminated as a result of a Termination Without Cause or Termination With Good Reason, and subject to Employee's entering into an agreement containing a release by Employee of the Company with respect to all matters relating to Employee's employment and the termination thereof (other than rights under this Agreement which by their express terms continue following termination of employment) within thirty (30) days following the date of termination, in a form and containing terms as the Company customarily requires of terminated employees receiving salary continuation payments:

(i) Provided Employee is alive at the time of payment or receipt of benefits, Employee shall be entitled to: (A) receive Employee's then-current Base Salary in accordance with the Company's regular payroll practices; and (B) participate in the Company's health and welfare benefit plans and programs at the same cost to Employee as is applicable to active employees; in each case for the period of time set forth on Schedule 1 following the date of termination. Employee's rights under the Consolidated Omnibus Budget Reconciliation Act of 1986, as amended ("COBRA") shall run concurrently with Employee's participation during such period of time. To the extent the provision of health and welfare benefits to Employee pursuant to subparagraph (B) constitutes a "deferral of compensation" within the meaning of Section 409A of the Internal Revenue Code (the "Code"), and its implementing regulations and guidance, the provision of such benefits shall be subject to the terms and conditions of subparagraph 13(a).

(ii) Employee shall also receive payment of Employee's then-current Base Salary through the date of termination (payable in accordance with the Company's regular payroll practices), amounts accrued or payable under any Other Benefit Plans (payable at such times as provided therein), any accrued but unused vacation time, any amounts payable for any unreimbursed business expenses, and any amount that otherwise would have been payable in the

current year on account of the prior year's Cash Bonus Plan grant (payable at such time as otherwise applicable absent such termination). Except as otherwise provided herein, any amounts payable to Employee pursuant to this subparagraph (ii) shall be paid no later than the 90th day following the date of termination.

(iii) Employee shall have no obligation to seek to obtain employment during the period in which Employee receives salary continuation payments under subparagraph (i) above. Any income received from any subsequent employer shall not reduce such salary continuation payments. However, Employee shall provide the Company with notice of any such subsequent employment and the Company's obligation to continue health and welfare benefits shall cease upon Employee's eligibility for health and welfare benefits from any subsequent employer.

(iv) Provided Employee is alive at the time of payment, Employee shall be entitled to receive payment on account of: (A) the current year's Cash Bonus Plan grant; and (B) the following year's Cash Bonus Plan grant (pro-rated for the period of time in the following year based on the number of months equal to twelve (12) minus the number of full months in the current year following the date of termination); in each case, assuming achievement of performance targets at 100% (payable at such times as otherwise applicable absent such termination).

(v) Provided Employee is alive at the time of vesting, Employee shall have the right to continued vesting of Stock Option Plan and Restricted Stock Plan grants through the period of time set forth on Schedule 1, as if there had been no termination of employment (subject to the achievement of any performance conditions in Restricted Stock Plan grants). Provided Employee is alive at the time of exercise, Employee shall have the right to exercise any vested Stock Option Plan grants through the period of time set forth on Schedule 1.

8. Non-Solicitation; Non-Competition; Confidentiality. Employee acknowledges and agrees that (x) Employee's skills, experience, knowledge and reputation are of special, unique and extraordinary value to the Company, (y) Employee is and will continue to be privy to confidential and proprietary information, processes and expertise that will be used by the Company, the confidentiality of which has significant value to the Company and its future success, and (z) certain restrictions on Employee's activities as set forth below are necessary to protect the value of the goodwill and other tangible and intangible assets of the Company. Based upon the foregoing, Employee agrees as follows:

(a) While employed by the Company (whether during the Term or thereafter), and for a period of one year after termination of Employee's employment for any reason (whether during the Term or thereafter), Employee shall not, directly or indirectly: (i) hire any employee of the Company (other than as a result of a general solicitation); or (ii) solicit, induce, encourage or attempt to influence any employee, customer, consultant, independent contractor, service provider or supplier of the Company to cease to do business or terminate the employment or other relationship with the Company.

(b) (i) WHILE EMPLOYED BY THE COMPANY (WHETHER DURING THE TERM OR THEREAFTER), AND FOR A PERIOD OF ONE YEAR AFTER TERMINATION OF EMPLOYEE'S EMPLOYMENT PRIOR TO THE REGULAR END DATE BY EMPLOYEE (OTHER THAN AS A RESULT OF A TERMINATION WITH GOOD REASON) OR BY THE COMPANY AS A RESULT OF A TERMINATION WITH CAUSE, EMPLOYEE SHALL NOT, DIRECTLY OR INDIRECTLY, ENGAGE OR BE FINANCIALLY INTERESTED IN (AS AN AGENT, CONSULTANT, DIRECTOR, EMPLOYEE, INDEPENDENT CONTRACTOR, OFFICER, OWNER, PARTNER, MEMBER, PRINCIPAL OR OTHERWISE), ANY ACTIVITIES FOR A COMPETITIVE BUSINESS. A COMPETITIVE BUSINESS MEANS A BUSINESS (WHETHER CONDUCTED BY AN ENTITY OR INDIVIDUAL, INCLUDING EMPLOYEE IN SELF-EMPLOYMENT) THAT IS ENGAGED IN COMPETITION, DIRECTLY OR INDIRECTLY THROUGH ANY ENTITY CONTROLLING, CONTROLLED BY OR UNDER COMMON CONTROL WITH SUCH BUSINESS, WITH ANY OF THE BUSINESS ACTIVITIES CARRIED ON BY THE COMPANY OR BEING PLANNED BY THE COMPANY WITH EMPLOYEE'S PARTICIPATION.

(ii) TO APPROPRIATELY TAKE ACCOUNT OF THE HIGHLY COMPETITIVE ENVIRONMENT OF THE COMPANY'S BUSINESSES, THE PARTIES AGREE THAT ANY BUSINESS ENGAGED IN ANY OF THE ACTIVITIES SET FORTH ON SCHEDULE 2 SHALL BE DEEMED TO BE A COMPETITIVE BUSINESS UNDER SUBPARAGRAPH (i) ABOVE.

(iii) THIS RESTRICTION SHALL APPLY IN ANY GEOGRAPHIC AREA OF THE UNITED STATES IN WHICH THE COMPANY CARRIES OUT BUSINESS ACTIVITIES. EMPLOYEE AGREES THAT NOT SPECIFYING A MORE LIMITED GEOGRAPHIC AREA IS REASONABLE IN LIGHT OF THE BROAD GEOGRAPHIC SCOPE OF THE ACTIVITIES CARRIED OUT BY THE COMPANY IN THE UNITED STATES.

(iv) For purposes of clarification of their intent, the parties agree that subparagraph (i) above restricts Employee from working on the account, or otherwise for the benefit, of a Competitive Business as a result of Employee's working as an employee, consultant or in any other capacity for a company or other entity that provides consulting, advisory, lobbying or similar services to other businesses.

(v) Nothing herein shall prevent Employee from owning for investment up to one percent (1%) of any class of equity security of an entity whose securities are traded on a national securities exchange or market. Further, nothing herein shall prevent Employee from engaging in the practice of law.

(c) IF EMPLOYEE TERMINATES EMPLOYMENT (OTHER THAN AS A RESULT OF A TERMINATION WITH GOOD REASON) AT ANY TIME FOLLOWING THE REGULAR END DATE, THEN PROVIDED THE COMPANY SO ELECTS BY WRITTEN NOTICE TO EMPLOYEE GIVEN WITHIN TEN (10) BUSINESS DAYS OF SUCH TERMINATION: (i) THE PROVISIONS OF SUBPARAGRAPH (b) ABOVE SHALL APPLY

TO EMPLOYEE FOR A ONE-YEAR PERIOD FOLLOWING SUCH TERMINATION; AND (ii) THE COMPANY SHALL PROVIDE TO EMPLOYEE, FOR A ONE-YEAR PERIOD FOLLOWING SUCH TERMINATION, THE PAYMENTS AND BENEFITS DESCRIBED IN SUBPARAGRAPHS 7(c)(i) AND 7(c)(iv) ON THE TERMS SET FORTH THEREIN, AS IF THERE HAD BEEN NO TERMINATION.

(d) During the Term and at all times thereafter, Employee shall not, directly or indirectly, use for Employee's personal benefit, or disclose to or use for the direct or indirect benefit of anyone other than the Company (except as may be required within the scope of Employee's duties hereunder), any secret or confidential information, knowledge or data of the Company or any of its affiliates, employees, officers, directors or agents ("Confidential Information"). Confidential Information includes, but is not limited to: the terms and conditions of this Agreement; sales, marketing and other business methods; policies, plans, procedures, strategies and techniques; research and development projects and results; software and firmware; trade secrets, know-how, processes and other intellectual property; information on or relating to past, present or prospective employees or suppliers; and information on or relating to past, present or prospective customers, including customer lists. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is generally available to the public; (ii) is available to Employee on a nonconfidential basis from a source other than the Company, provided such source is not and was not bound by a confidentiality agreement with the Company or otherwise prohibited from transmitting such information to Employee by a contractual, legal or fiduciary obligation; or (iii) has been independently developed by Employee, as evidenced by written records. Employee agrees that Confidential Information is the exclusive property of the Company, and agrees that, immediately upon Employee's termination of employment for any reason (including after the Term), Employee shall deliver to the Company all correspondence, documents, books, records, lists and other materials containing Confidential Information that are within Employee's possession or control, regardless of the medium in which such materials are maintained. Employee shall retain no copies thereof in any medium. Without limiting the generality of the foregoing, Employee agrees neither to prepare, participate in or assist in the preparation of any article, book, speech or other writing or communication relating to the past, present or future business, operations, personnel or prospects of the Company or its affiliates, nor to encourage or assist others to do any of the foregoing, without the prior written consent of the Company (which may be withheld in the Company's sole discretion). Nothing herein shall prevent Employee from: (A) complying with a valid subpoena or other legal requirement for disclosure of Confidential Information, provided that Employee shall use good faith efforts to notify the Company promptly and in advance of disclosure if Employee believes Employee is under a legal requirement to disclose Confidential Information otherwise protected from disclosure under this subparagraph; or (B) disclosing the terms and conditions of this Agreement to Employee's spouse or tax, accounting or legal advisors, or as necessary to enforce this Agreement.

(e) Employee acknowledges that the restrictions contained in this Paragraph 8, in light of the nature of the businesses in which the Company is engaged and Employee's position with the Company, are reasonable and necessary to protect the legitimate interests of the Company, and that any violation of these restrictions would result in irreparable injury to the

Company. Employee therefore agrees that, in the event of Employee's violation or threatened violation of any of these restrictions: (i) the Company shall have the right to suspend or terminate any unaccrued payment obligations to Employee hereunder and/or Employee's unaccrued rights under any benefit plans and programs hereunder or thereunder (including in each case any arising following termination of employment); and (ii) the Company shall be entitled to seek from any court of competent jurisdiction: (A) preliminary and permanent injunctive relief against Employee; (B) damages from Employee (including the Company's reasonable legal fees and other costs and expenses); and (C) an equitable accounting of all compensation, commissions, earnings, profits and other benefits to Employee arising from such violation; all of which rights shall be cumulative and in addition to any other rights and remedies to which the Company may be entitled as set forth herein or as a matter of law.

(f) Employee agrees that if any portion of the restrictions contained in this Paragraph 8, or the application thereof, is construed to be invalid or unenforceable, the remainder of such restrictions or the application thereof shall not be affected and the remaining restrictions shall have full force and effect without regard to the invalid or unenforceable portions. If any restriction is held to be unenforceable because of the area covered, the duration thereof or the scope thereof, Employee agrees that the court making such determination shall have the power to reduce the area and/or the duration, and/or limit the scope thereof, and the restriction shall then be enforceable in its reduced form.

(g) If Employee violates any such restrictions, the period of such violation (from the commencement of any such violation until such time as such violation shall be cured by Employee) shall not count toward or be included in any applicable restrictive period.

(h) Employee agrees that prior to accepting employment with any other person or entity at any time during the one-year period following termination of employment referred to in subparagraph (b)(i) or (c)(i) above, Employee will provide the prospective employer with written notice of the provisions of this Paragraph 8, with a copy of such notice provided simultaneously to the Company.

9. Non-Derogatory Statements. While employed by the Company (whether during the Term of thereafter), and for a period of five (5) years thereafter, Employee shall not, in any communication with any person or entity, including any actual or potential employer, customer, consultant, independent contractor, investor, lender, service provider or supplier of the Company, or any third party media outlet, make any significant derogatory or disparaging statements – orally, written or otherwise – against the Company or any of its directors, officers, agents, employees, contractors or affiliates (or any of their respective directors, officers, agents, employees, contractors or affiliates). The foregoing shall not be deemed to restrict Employee's obligations to testify truthfully in any proceeding or cooperate in any governmental investigation.

10. Company Property. Employee agrees that the Company owns, and is entitled to receive all of the results and proceeds of, items produced or created by Employee (including, without limitation, inventions, patents, copyrights, trademarks, literary material and any other intellectual property), alone or in collaboration with others, that: (i) relate to the Company's

businesses, if produced or created during the period of Employee's employment by the Company (whether during the Term or thereafter and whether during or outside working hours); or (ii) are produced or created during working hours or using the Company's information, assets, technology or facilities (referred to collectively as the "Work"). Employee shall disclose and furnish to the Company, promptly following the Company's request or immediately upon Employee's termination of employment, any and all Work. Employee expressly acknowledges and agrees that the Work is specially ordered by the Company and shall be "works made-for-hire" under the United States copyright laws. In the event that a court of competent jurisdiction determines that any part of the Work is not made-for-hire, then Employee hereby irrevocably transfers and shall be deemed to have assigned all rights, title and interests in and to the Work to the Company, on an exclusive basis, including any and all copyrights, trademarks, trade secrets, patents or other proprietary rights, under the laws of the United States or of any other jurisdiction or country, in perpetuity. Employee shall, at the request of the Company, execute such documents as the Company may from time to time reasonably deem necessary or desirable to evidence, establish, maintain, protect, enforce and defend its title in and right to any such Work. In the event Employee fails or is unable to execute any such documents, Employee hereby appoints the Company as Employee's attorney-in-fact with the full right, power and authority to execute and deliver the same, with full power of substitution and delegation, which appointment shall be deemed a power coupled with an interest and shall be irrevocable under any and all circumstances.

11. Representations.

(a) Employee represents that:

(i) Employee has had the opportunity to retain and consult with legal counsel and tax advisors of Employee's choice regarding the terms of this Agreement.

(ii) Subject to equitable principles, this Agreement is enforceable against Employee in accordance with its terms.

(iii) This Agreement, and the performance of Employee's obligations hereunder, do not conflict with, violate or give rise to any rights of third parties under, any agreement, benefit plan or program, order, decree or judgment to which Employee is a party or by which Employee is bound.

(b) The Company represents that:

(i) Subject to equitable principles, this Agreement is enforceable against the Company in accordance with its terms.

(ii) This Agreement, and the performance of the Company's obligations hereunder, do not conflict with, violate or give rise to any rights to third parties under, any agreement, order, decree or judgment to which the Company is a party or by which it is bound.

12. Withholding. All compensation under this Agreement is subject to applicable tax withholding requirements and other deductions required by law.

13. Section 409A.

(a) Notwithstanding anything herein to the contrary or otherwise, except to the extent any expense, reimbursement or in-kind benefit provided to Employee does not constitute a “deferral of compensation” within the meaning of Section 409A of the Code, and its implementing regulations and guidance, (i) the amount of expenses eligible for reimbursement or in-kind benefits provided to Employee during any calendar year will not affect the amount of expenses eligible for reimbursement or in-kind benefits provided to Employee in any other calendar year, (ii) the reimbursements for expenses for which Employee is entitled to be reimbursed shall be made on or before the last day of the calendar year following the calendar year in which the applicable expense is incurred and (iii) the right to payment or reimbursement or in-kind benefits hereunder may not be liquidated or exchanged for any other benefit.

(b) For purposes of the application of Treas.Reg.§1.409A-1(b)(4) (or any successor provision), each payment in a series of payments provided to Employee pursuant to this Agreement will be deemed a separate payment.

(c) Notwithstanding any other provision of this Agreement to the contrary, any payment or benefit described in Paragraph 7 that represents a “deferral of compensation” within the meaning of Section 409A of the Code shall only be paid or provided to Employee upon his “separation from service” within the meaning of Treas.Reg.§1.409A-1(h) (or any successor regulation). To the extent compliance with the requirements of Treas.Reg.§1.409A-3(i)(2) (or any successor provision) is necessary to avoid the application of an additional tax under Section 409A of the Code to payments due to Employee upon or following his “separation from service,” then notwithstanding any other provision of this Agreement (or any otherwise applicable plan, policy, agreement or arrangement), any such payments that are otherwise due within six months following Employee’s “separation from service” will be deferred (without interest) and paid to Employee in a lump sum immediately following that six month period. In the event Employee dies during that six month period, the amounts deferred on account of Treas.Reg.§1409A-3(i)(2) (or any successor provision) shall be paid to the personal representatives of the Employee’s estate within sixty (60) days following Employee’s death. This provision shall not be construed as preventing payments pursuant to Paragraph 7 equal to an amount up to two (2) times the lesser of (i) Employee’s annualized compensation for the year prior to his “separation from service” and (ii) the maximum amount that may be taken into account under a qualified plan pursuant to section 401(a)(17) of the Code, being paid to Employee in the first six months following his “separation from service.”

(d) Anything to the contrary herein notwithstanding, all benefits or payments provided by the Company to Employee that would be deemed to constitute “nonqualified deferred compensation” within the meaning of Section 401A of the Code are intended to comply with Section 409A of the Code. Notwithstanding anything in this Agreement to the contrary, distributions may only be made under this Agreement upon an event and in a manner permitted by

Section 409A of the Code or an applicable exemption.

14. Successors.

(a) If the Company merges into, or transfers all or substantially all of its assets to, or as part of a reorganization, restructuring or other transaction becomes a subsidiary of, another entity, such other entity shall be deemed to be the successor to the Company hereunder, and the term “Company” as used herein shall mean such other entity as is appropriate, and this Agreement shall continue in full force and effect.

(b) If the Company transfers part of its assets to another entity owned by the shareholders of the Company (or any substantial portion of them), or distributes stock or other interests in a subsidiary or affiliate of the Company to the shareholders of the Company (or any substantial portion of them), and Employee works for the portion of the Company or the entity so transferred, then such other entity shall be deemed the successor to the Company hereunder, the term “Company” as used herein shall mean such other entity, and this Agreement shall continue in full force and effect.

15. **WAIVER OF RIGHT TO TRIAL BY JURY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY AND EMPLOYEE HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER THEY OR THEIR HEIRS, EXECUTORS, ADMINISTRATORS, PERSONAL REPRESENTATIVES, SUCCESSORS OR ASSIGNS MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED ON OR RELATING TO THIS AGREEMENT. BY WAIVING THE RIGHT TO A JURY TRIAL, NEITHER PARTY IS WAIVING A RIGHT TO SUE THE OTHER; RATHER, THE PARTIES ARE SIMPLY WAIVING THE RIGHT TO HAVE A JURY DECIDE THE CASE.**

16. **LIMITATION ON DAMAGES. EMPLOYEE AGREES THAT, UNLESS PROHIBITED BY APPLICABLE LAW, AND EXCEPT AS EXPRESSLY AVAILABLE IN AN APPLICABLE FEDERAL, STATE OR LOCAL STATUTE OR ORDINANCE, EMPLOYEE’S REMEDY FOR BREACH OF THIS AGREEMENT OR ANY OTHER CLAIM OR CAUSE OF ACTION ARISING OUT OF EMPLOYEE’S EMPLOYMENT SHALL BE LIMITED TO ACTUAL ECONOMIC DAMAGES, AND EMPLOYEE SHALL NOT BE PERMITTED TO MAKE ANY CLAIM FOR OR RECOVER (a) PUNITIVE, EXEMPLARY, COMPENSATORY (OTHER THAN BASED ON ACTUAL ECONOMIC LOSS), EMOTIONAL DISTRESS, OR SPECIAL DAMAGES OR (b) ATTORNEYS’ FEES.**

17. Jurisdiction. Litigation concerning this Agreement, if initiated by or on behalf of Employee, shall be brought only in a state court in Philadelphia County, Pennsylvania or federal court in the Eastern District of Pennsylvania, or, if initiated by the Company, in either such jurisdiction or in a jurisdiction in which Employee then resides or works. Employee consents to jurisdiction in any such jurisdiction, regardless of the location of Employee’s residence or place of business. Employee and the Company irrevocably waive any objection, including any objection to

the laying of venue or based on the grounds of forum non conveniens, which Employee or the Company may now or hereafter have to the bringing of any action or proceeding in any such jurisdiction. Employee and the Company acknowledge and agree that any service of legal process by mail constitutes proper legal service of process under applicable law in any such action or proceeding. In any such litigation, the prevailing party shall be entitled to reimbursement from the other party for all costs of defending or maintaining such action, including reasonable attorneys' fees.

18. Governing Law. This Agreement shall be interpreted and enforced in accordance with the substantive law of the Commonwealth of Pennsylvania, without regard to any choice-of-law doctrines.

19. Notices. All notices referred to in this Agreement shall be given in writing and shall be effective: (a) if given by fax, when transmitted to the number below (with an appropriate confirmation received); or (b) if given by registered or certified mail, when received at the address below (with an appropriate receipt received):

if to the Company:

c/o Comcast Corporation

One Comcast Center

Philadelphia, PA 19103

Attention: General Counsel

Fax: (215) 286-7794; and

if to Employee:

Employee's address and fax number (if any) as indicated in the Company's records.

20. Entire Agreement. This Agreement (including Schedules 1 and 2 hereto) constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes and replaces in its entirety the Employment Agreement dated as of January 1, 2006 between the parties, provided that any accrued rights and obligations of the parties thereunder as of the date hereof shall be unaffected by the execution of this Agreement. In the event of any conflict between the terms of this Agreement and the terms of any plans or policies of the Company (including the Employee Handbook), the terms of this Agreement shall control.

21. Invalidity or Unenforceability. If any term or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or enforceability shall not affect any other term or provision hereof and this Agreement shall continue in full force and effect as if such invalid or unenforceable term or provision (to the extent of the invalidity or unenforceability) had not been contained herein.

22. Amendments and Waivers. No amendment or waiver of this Agreement or any provision hereof shall be binding upon the party against whom enforcement of such amendment or

waiver is sought unless it is made in writing and signed by or on behalf of such party. The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver or a continuing waiver by that party of the same or any subsequent breach of any provision of this Agreement by the other party.

23. Binding Effect; No Assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns, except that (other than to effect the provisions of Paragraph 14) it may not be assigned by either party without the other party's written consent.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first-above written.

COMCAST CORPORATION

By: /s/ David L. Cohen

EMPLOYEE:

/s/ Arthur R. Block
Arthur R. Block

SCHEDULE 1 TO EMPLOYMENT AGREEMENT WITH ARTHUR R. BLOCK

1. Position: Senior Vice President, General Counsel and Secretary.
2. Base Salary: \$900,000.
3. Stock Option Amount and Vesting Schedule: shares under an option having a Black-Scholes value of approximately \$692,163; vesting: 30% on the second anniversary of the date of grant, 15% on each of the third to fifth anniversaries of the date of grant, 5% on each of the sixth to the ninth anniversaries of the date of grant, and 5% on the nine year and six month anniversary of the date of grant.
4. Restricted Stock Amount and Vesting Schedule: units for shares having a market value of approximately \$1,692,163; vesting: 15% on each of January 18, 2011, January 18, 2012, January 18, 2013 and January 18, 2014, and 40% on January 18, 2015.
5. Base Salary and Health and Welfare Benefits Continuation Period following Termination Without Cause or Termination With Good Reason: Twenty-four (24) months.
6. Restricted Stock and Stock Option Plan Grants Continued Vesting Period following Termination Without Cause or Termination With Good Reason: Twelve (12) months. Stock Option Plan Grants Continued Exercisability Period following Termination Without Cause or Termination With Good Reason: the lesser of fifteen (15) months or the end of the stock option's term.

SCHEDULE 2

COMPETITIVE BUSINESS ACTIVITIES

- A. The distribution of video programming to consumer or commercial customers or users, whether by analog or digital technology, to any type of end-user equipment (television, computer, phone, personal digital assistant or other), and by any distribution method (including coaxial cable, fiber optic cable, digital subscriber line, power line, satellite, wireless and Internet) or protocol (IP or other). Employee agrees that the following companies (or their parents, subsidiaries or controlled affiliates), and their successors and assigns, are among those engaged in competitive video programming distribution as of the date hereof: Amazon.com, Inc.; Apple Inc.; AT&T Inc.; Bright House Networks; Cablevision Systems Corp.; Charter Communications, Inc.; Cox Communications, Inc.; DirecTV, Inc.; DISH Network Corporation; EchoStar Holding Corporation; Everest; Facebook, Inc.; Flixster, Inc.; Google, Inc. (including YouTube); Joost Operations S.A.; Knology Holdings, Inc.; Microsoft Corporation (including Xbox); N-F NewSite, LLC d/b/a hulu.com; Qwest Communications International, Inc.; RCN Corporation; Roku, Inc.; Time Warner Cable, Inc.; TiVo Inc.; Verizon Communications, Inc.; VUDU, Inc.; and Wide Open West.
- B. The provision of Internet access or portal service (including related applications and services) to consumer or commercial customers or users, whether by analog or digital technology, to any type of end-user equipment (television, computer, phone, personal digital assistant or other), and by any distribution method (including dial-up, coaxial cable, fiber optic cable, digital subscriber line, power line, satellite and wireless) or protocol (IP or other). Employee agrees that the following companies (or their parents, subsidiaries or controlled affiliates), and their successors and assigns, are among those engaged in competitive high-speed Internet access and/or portal service as of the date hereof: AT&T Inc.; Bright House Networks; Cablevision Systems Corp.; Charter Communications Inc.; Clearwire Corporation; Cox Communications, Inc.; DirecTV, Inc.; DISH Network Corporation; EchoStar Holding Corporation; Google, Inc.; Knology Holdings, Inc.; Microsoft Corporation (including MSN); Qwest Communications International, Inc.; RCN Corporation; Sprint Nextel Corporation; Time Warner Cable, Inc.; Time Warner Inc. (including AOL); Verizon Communications, Inc.; and Yahoo, Inc.
- C. The provision of voice and/or data service to consumer or commercial customers or users, whether by analog or digital technology, by any distribution method (including coaxial cable, fiber optic cable, digital subscriber line, power line, satellite, wireless and Internet) or protocol (IP or other). Employee agrees that the following companies (or their parents, subsidiaries or controlled affiliates), and their successors and assigns, are among those engaged in competitive voice and/or data service as of the date hereof: AT&T Inc.; Bright House Networks; Cablevision Systems Corp.; Charter Communications, Inc.; Clearwire Corporation; Cox Communications, Inc.; DirecTV, Inc.; DISH Network Corporation; EchoStar Holding Corporation; Embarq Corporation;

Google, Inc.; Knology Holdings, Inc.; Qwest Communications International, Inc.; RCN Corporation; Sprint Nextel Corporation; Skype Limited; Time Warner Cable, Inc.; Vonage Holdings Corp.; Verizon Communications, Inc.; and Wide Open West.

- D. The provision of wireless communications services to consumer or commercial customers or users, whether by analog or digital technology, to any type of end-user equipment (television, computer, phone, personal digital assistant or other) and by any technology or protocol (IP or other). Employee agrees that the following companies (or their parents, subsidiaries or controlled affiliates), and their successor and assigns, are among those engaged in the provision of competitive wireless service as of the date hereof: AT&T Inc.; Boingo Wireless, Inc.; Bright House Networks; Clearwire Corporation; Leap Wireless International, Inc.; MediaFLO USA, Inc.; MetroPCS Communications, Inc.; Sprint Nextel Corporation; T-Mobile USA, Inc.; and Verizon Communications, Inc.
- E. The (i) creation, (ii) production or (iii) sale, license or other provision, of audio and/or video program content, whether for use by program content providers, broadcast, satellite or other program networks, distributors of program content, or providers of high-speed Internet portal or other Internet-based services or websites. Employee agrees that the following companies (or their parents, subsidiaries or controlled affiliates), and their successors and assigns, are among those engaged in the competitive creation, production or provision of audio and/or video program content as of the date hereof: A&E Television Networks; Cablevision Systems Corp. (including Rainbow); CBS Corporation; Cox Communications, Inc.; Discovery Communications, Inc.; Epix Joint Venture; EW Scripps Co.; General Electric Co. (including NBC-Universal); Google, Inc. (including YouTube); IAC/InterActive Corp; Liberty Media Corp.; Metro-Goldwyn-Mayer Inc.; News Corp. (including Fox and MySpace); Sony Corporation of America; The Walt Disney Company, Inc. (including ABC); Time Warner Inc. (including AOL, Turner and Warner Bros.); and Viacom Inc. (including Dreamworks and Paramount).
- F. The provision of Internet-based products or services to consumer or commercial users. Employee agrees that the following companies (or their parents, subsidiaries or controlled affiliates), and their successors and assigns, are among those engaged in providing competitive Internet-based products and services as of the date hereof: AT&T Inc.; BitTorrent, Inc.; Bright Cove, Inc.; CBS Interactive Inc. (including CNET); Facebook, Inc.; Flixster, Inc.; Friendfeed Inc.; Google, Inc. (including YouTube); hulu.com; Joost Operations S.A.; LinkedIn Corporation; Microsoft Corporation (including MSN); News Corp. (including MySpace); RealNetworks, Inc.; The Walt Disney Company, Inc.; Time Warner Inc. (including AOL); TiVo Inc.; Verizon Communications, Inc.; XING AG; Xobni Corporation; and Yahoo, Inc.
- G. The creation, development, enhancement, testing, deployment, operation, licensing or sale of software or other technology used in any of the products or services described in A to F above.

**COMCAST CORPORATION
RESTRICTED STOCK UNIT AWARD**

This is a Restricted Stock Unit Award (the "Award") dated [_____, 20__] from Comcast Corporation (the "Company") to the Grantee. The vesting of Restricted Stock Units is conditioned on the Grantee's continuation in service from the Date of Grant through each applicable Vesting Date, and on the Company's attainment of certain performance objectives, as further provided in this Award. The delivery of Shares under this Award is intended to constitute performance-based compensation, within the meaning of section 162(m) of the Code, and Treasury Regulations issued under section 162(m) of the Code.

1. Definitions. Capitalized terms used herein are defined below or, if not defined below, have the meanings given to them in the Plan.

(a) "Account" means an unfunded bookkeeping account established pursuant to Paragraph 5(d) and maintained by the Committee in the name of Grantee (a) to which Deferred Stock Units are deemed credited and (b) to which an amount equal to the Fair Market Value of Deferred Stock Units with respect to which a Diversification Election has been made and interest thereon are deemed credited, reduced by distributions in accordance with the Plan.

(b) "Award" means the award of Restricted Stock Units hereby granted.

(c) "Board" means the Board of Directors of the Company.

(d) "Code" means the Internal Revenue Code of 1986, as amended.

(e) "Committee" means the Compensation Committee of the Board or its delegate.

(f) "Date of Grant" means the date first set forth above, on which the Company awarded the Restricted Stock Units.

(g) "Deferred Stock Units" means the number of hypothetical Shares subject to an Election.

(h) "Disabled Grantee" means

(1) Grantee, if Grantee's employment by a Participating Company is terminated by reason of Disability; or

(2) Grantee's duly-appointed legal guardian following Grantee's termination of employment by reason of Disability,

acting on Grantee's behalf.

(i) "Employer" means the Company or the subsidiary or affiliate of the Company for which Grantee is performing services on the Vesting Date.

(j) “Free Cash Flow” means the Company’s “Net Cash Provided by Operating Activities” (as stated in the Company’s Consolidated Statement of Cash Flows) reduced by capital expenditures and cash paid for intangible assets, and adjusted for any amounts related to certain nonoperating items, net of estimated tax benefits (such as income taxes on investment sales, and nonrecurring payments related to income taxes and litigation contingencies of acquired companies), provided that adjustments to “Net Cash Provided by Operating Activities” applied to determine “Free Cash Flow” for each year shall be determined consistently with the Company’s reconciliations of “Free Cash Flow” to the Company’s “Net Cash Provided by Operating Activities” for the Company’s calendar years ending December 31, 2006, December 31, 2007 and December 31, 2008 as reflected on Forms 8-K filed by the Company on February 1, 2007, February 14, 2008 and February 18, 2009, respectively, such that the “Free Cash Flow” for each year beginning after [] and before [] shall be determined on the same basis as for the Company’s calendar years ending December 31, 2006, December 31, 2007 and December 31, 2008 and that the comparison of “Free Cash Flow” for a calendar year to “Free Cash Flow” for the immediately preceding calendar year is determined to ensure comparability between amounts in the prior calendar year and the year to which the performance condition applies and without regard to extraordinary items or items unrelated to the Company’s operations. In the event there is a significant acquisition or disposition of any assets, business division, company or other business operations of the Company that is reasonably expected to have an effect on Free Cash Flow, the Committee shall adjust the Performance Goal to take into account the impact of such acquisition or disposition by increasing or decreasing such Performance Goal in the same proportion as Free Cash Flow of the Company would have been affected for the prior calendar year on a pro forma basis had such an acquisition or disposition occurred on the same date during the prior calendar year. Such adjustment shall be based upon the historical equivalent of Free Cash Flow of the assets so acquired or disposed of for the prior calendar year, as shown by such records as are available to the Company, as further adjusted to reflect any aspects of the transaction that should be taken into account to ensure comparability between amounts in the prior calendar year and the year to which the performance condition applies.

(k) “Grantee” means the individual to whom this Award has been granted as identified on the attached Long-Term Incentive Awards Summary Schedule.

(l) “Long-Term Incentive Awards Summary Schedule” means the schedule attached hereto, which sets forth specific information relating to the grant and vesting of this Award.

(m) “Normal Retirement” means Grantee’s termination of employment that is treated by the Participating Company as a retirement under its employment policies and practices as in effect from time to time.

(n) “Performance Goal” means Free Cash Flow for a calendar year that exceeds Free Cash Flow for the immediately preceding calendar year.

(o) “Plan” means the Comcast Corporation 2002 Restricted Stock Plan, incorporated herein by reference.

- (p) “Restricted Period” means, with respect to each Restricted Stock Unit, the period beginning on the Date of Grant and ending on the Vesting Date.
- (q) “Restricted Stock Units” means the total number of restricted stock units granted to Grantee pursuant to this Award as set forth on the attached Long-Term Incentive Awards Summary Schedule. Each Restricted Stock Unit entitles Grantee, upon the Vesting Date of such Restricted Stock unit, to receive one Share.
- (r) “Rule 16b-3” means Rule 16b-3 promulgated under the 1934 Act, as in effect from time to time.
- (s) “Retired Grantee” means Grantee, following Grantee’s termination of employment pursuant to a Normal Retirement.
- (t) “Shares” mean shares of the Company’s Class A Common Stock, par value \$.01 per share.
- (u) “Vesting Date” means the date(s) on which Grantee vests in all or a portion of the Restricted Stock Units, as set forth on the attached Long-Term Incentive Awards Summary Schedule.
- (v) “1934 Act” means the Securities Exchange Act of 1934, as amended.

2. Grant of Restricted Stock Units. Subject to the terms and conditions set forth herein and in the Plan, the Company hereby grants to Grantee the Restricted Stock Units.

3. Vesting of Restricted Stock Units.

(a) Subject to the terms and conditions set forth herein and in the Plan, Grantee shall vest in the Restricted Stock Units on the Vesting Dates set forth on the attached Long-Term Incentive Awards Summary Schedule, and as of each Vesting Date shall be entitled to the delivery of Shares with respect to such Restricted Stock Units; provided, however, that on the Vesting Date, Grantee is, and has from the Date of Grant continuously been, an employee of the Company or a Subsidiary Company during the Restricted Period, and provided further that the applicable performance conditions as set forth on the attached Long-Term Incentive Awards Summary Schedule have been satisfied.

(b) Notwithstanding Paragraph 3(a) to the contrary, if Grantee terminates employment with the Company or a Subsidiary Company during the Restricted Period due to his death or due to Grantee becoming a Disabled Grantee within the meaning of Paragraph 1(h)(1), the Vesting Date for the Restricted Stock Units shall be accelerated so that a Vesting Date will be deemed to occur with respect to the Restricted Stock Units on the date of such termination of employment.

4. Forfeiture of Restricted Stock Units.

(a) Subject to the terms and conditions set forth herein and in the Plan, if Grantee terminates employment with the Company and all Subsidiaries during the Restricted Period, other than due to death or Disability or a Termination With Good Reason (as defined in Grantee's employment agreement with the Company), or unless Grantee experiences a Termination Without Cause (as defined in Grantee's employment agreement), Grantee shall forfeit the Restricted Stock Units as of such termination of employment. If Grantee experiences a Termination With Good Reason or a Termination Without Cause, notwithstanding anything herein to the contrary, Grantee's Restricted Stock Units will continue to vest in accordance with the attached Long Term Incentive Awards Summary Schedule for a period of one year following termination of employment. Upon a forfeiture of the Restricted Stock Units as provided in this Paragraph 4, the Restricted Stock Units shall be deemed canceled.

(b) The provisions of this Paragraph 4 shall not apply to Shares issued in respect of Restricted Stock Units as to which a Vesting Date has occurred.

5. Deferral Elections.

Grantee may elect to defer the receipt of Shares issuable with respect to Restricted Stock Units, consistent, however, with the following:

(a) Deferral Elections.

(1) Initial Election. Grantee shall have the right to make an Initial Election to defer the receipt of all or a portion of the Shares issuable with respect to Restricted Stock Units hereby granted by filing an Initial Election to defer the receipt of such Shares on the form provided by the Committee for this purpose.

(2) Deadline for Deferral Election. An Initial Election to defer the receipt of Shares issuable with respect to Restricted Stock Units hereby granted shall not be effective unless it is filed with the Committee on or before June 30, 2010.

(3) Deferral Period. Subject to Paragraph 5(b), all Shares issuable with respect to Restricted Stock Units that are subject to an Initial Election under this Paragraph 5(a) shall be delivered to Grantee without any legend or restrictions (except those that may be imposed by the Committee, in its sole judgment, under Paragraph 7), on the date designated by Grantee, which shall not be earlier than January 2 of the third calendar year beginning after the Vesting Date, nor later than January 2 of the eleventh calendar year beginning after the Vesting Date.

(4) Effect of Failure of Vesting Date to Occur. An Initial Election shall be null and void if a Vesting Date does not occur with respect to Restricted Stock Units identified in such Initial Election.

(b) Subsequent Elections/Acceleration Elections. No Subsequent Election shall be effective until 12 months after the date on which a Subsequent Election is filed with the Committee.

(1) If Grantee makes an Initial Election, or pursuant to this Paragraph 5(b)(1) makes a Subsequent Election, to defer the distribution date for Shares issuable with respect to some or all of the Restricted Stock Units hereby granted, Grantee may elect to defer the distribution date for a minimum of five years and a maximum of ten additional years from the previously-elected distribution date by filing a Subsequent Election with the Committee on or before the close of business at least one year before the date on which the distribution would otherwise be made.

(2) If Grantee dies before Shares subject to an Initial Election under Paragraph 5(a) are to be delivered, the estate or beneficiary to whom the right to delivery of such Shares shall have passed may make a Subsequent Election to defer receipt of all or any portion of such Shares for five additional years from the date delivery of Shares would otherwise be made, provided that such Subsequent Election must be filed with the Committee at least one year before the date on which the distribution would otherwise be made, as reflected on Grantee's last Election.

(3) In lieu of a Subsequent Election described in Paragraph 5(b)(2), the estate or beneficiary to whom the right to delivery of Shares shall have passed may, as soon as practicable following the Grantee's death, make an Acceleration Election to accelerate the delivery date of such Shares from the date delivery of such Shares would otherwise be made to a date that is as soon as practicable following the Grantee's death.

(4) If Grantee becomes a Disabled Grantee before the Shares subject to an Initial Election under Paragraph 5(a) are to be delivered, Grantee may, as soon as practicable following the date on which Grantee becomes a Disabled Grantee, elect to accelerate the distribution date of such Shares from the date payment would otherwise be made to a date that is as soon as practicable following the date the Disabled Grantee became disabled.

(5) If Grantee becomes a Retired Grantee before Shares subject to an Initial Election under Paragraph 5(a) are to be delivered, Grantee may make a Subsequent Election to defer all or any portion of such Shares for five additional years from the date delivery of Shares would otherwise be made. Such a Subsequent Election must be filed with the Committee at least one year before the date on which the distribution would otherwise be made.

(c) Diversification Election. As provided in the Plan and as described in the prospectus for the Plan, a Grantee with an Account may be eligible to make a Diversification Election on an election form supplied by the Committee for this purpose.

(d) Book Accounts. An Account shall be established for each Grantee who makes an Initial Election. Deferred Stock Units shall be credited to the Account as of the Date an Initial Election becomes effective. Each Deferred Stock Unit will represent a hypothetical Share credited to the Account in lieu of delivery of the Shares to which an Initial Election, Subsequent Election or Acceleration Election applies. If an eligible Grantee makes a Diversification Election, then to the extent an Account is deemed invested in the Income Fund, the Committee shall credit earnings with respect to such Account at the Applicable Interest Rate.

(e) Status of Deferred Amounts. Grantee's right to delivery of Shares subject to an Initial Election, Subsequent Election or Acceleration Election, or to amounts deemed invested in the Income Fund pursuant to a Diversification Election, shall at all times represent the general obligation of the Company. Grantee shall be a general creditor of the Company with respect to this obligation, and shall not have a secured or preferred position with respect to such obligation. Nothing contained in the Plan or an Award shall be deemed to create an escrow, trust, custodial account or fiduciary relationship of any kind. Nothing contained in the Plan or an Award shall be construed to eliminate any priority or preferred position of Grantee in a bankruptcy matter with respect to claims for wages.

(f) Non-Assignability, Etc. The right of Grantee to receive Shares subject to an Election under this Paragraph 5, or to amounts deemed invested in the Income Fund pursuant to a Diversification Election, shall not be subject in any manner to attachment or other legal process for the debts of Grantee; and no right to receive Shares or cash hereunder shall be subject to anticipation, alienation, sale, transfer, assignment or encumbrance.

6. Notices. Any notice to the Company under this Agreement shall be made in care of the Committee at the Company's main office in Philadelphia, Pennsylvania. All notices under this Agreement shall be deemed to have been given when hand-delivered or mailed, first class postage prepaid, and shall be irrevocable once given.

7. Securities Laws. The Committee may from time to time impose any conditions on the Shares issuable with respect to Restricted Stock Units as it deems necessary or advisable to ensure that the Plan satisfies the conditions of Rule 16b-3, and that Shares are issued and resold in compliance with the Securities Act of 1933, as amended.

8. Delivery of Shares; Repayment.

(a) Delivery of Shares. Except as otherwise provided in Paragraph 5, the Company shall notify Grantee that a Vesting Date with respect to Restricted Stock Units has occurred. Within ten (10) business days of a Vesting Date, the Company shall, without payment from Grantee, satisfy its obligation to deliver Shares issuable under the Plan either by (i) delivery of a physical certificate for Shares issuable under the Plan or (ii) arranging for the recording of Grantee's ownership of Shares issuable under the Plan on a book entry recordkeeping system maintained on behalf of the Company, in either case without any legend or restrictions, except for such restrictions as may be imposed by the Committee, in its sole judgment, under Paragraph 7, provided that Shares will not be delivered to Grantee until appropriate arrangements have been made with the Employer for the withholding of any taxes which may be due with respect to such Shares. The Company may condition delivery of certificates for Shares upon the prior receipt from Grantee of any undertakings which it may determine are required to assure that the certificates are being issued in compliance with federal and state securities laws. The right to payment of any fractional Shares shall be satisfied in cash, measured by the product of the fractional amount times the Fair Market Value of a Share on the Vesting Date, as determined by the Committee.

(b) Repayment. If it is determined by the Board that gross negligence, intentional misconduct or fraud by Grantee caused or partially caused the Company to have to

restate all or a portion of its financial statements, the Board, in its sole discretion, may, to the extent permitted by law and to the extent it determines in its sole judgment that it is in the best interests of the Company to do so, require repayment of Shares delivered pursuant to the vesting of the Restricted Stock Units, or to effect the cancellation of unvested Restricted Stock Units, if (i) the vesting of the Award was calculated based upon, or contingent on, the achievement of financial or operating results that were the subject of or affected by the restatement, and (ii) the extent of vesting of the Award would have been less had the financial statements been correct. In addition, to the extent that the receipt of an Award subject to repayment under this Paragraph 8(b) has been deferred pursuant to Paragraph 5 (or any other plan, program or arrangement that permits the deferral of receipt of an Award), such Award (and any earnings credited with respect thereto) shall be forfeited in lieu of repayment.

9. Award Not to Affect Employment. The Award granted hereunder shall not confer upon Grantee any right to continue in the employment of the Company or any subsidiary or affiliate of the Company.

10. Miscellaneous.

(a) The Award granted hereunder is subject to the approval of the Plan by the shareholders of the Company to the extent that such approval (i) is required pursuant to the By-Laws of the National Association of Securities Dealers, Inc., and the schedules thereto, in connection with issuers whose securities are included in the NASDAQ National Market System, or (ii) is required to satisfy the conditions of Rule 16b-3.

(b) The address for Grantee to which notice, demands and other communications to be given or delivered under or by reason of the provisions hereof shall be Grantee's address as reflected in the Company's personnel records.

(c) The validity, performance, construction and effect of this Award shall be governed by the laws of the Commonwealth of Pennsylvania, without giving effect to principles of conflicts of law.

COMCAST CORPORATION

BY: David L. Cohen
David L. Cohen

ATTEST: Arthur R. Block
Arthur R. Block

LONG-TERM INCENTIVE AWARDS SUMMARY SCHEDULE

This Long-Term Incentive Awards Summary Schedule (this "Schedule") provides certain information related to Restricted Stock Units you were granted by Comcast Corporation on [_____, 20__] (the "Date of Grant"). **This Schedule is intended to be, and shall at all times be interpreted as, a part of your Comcast Corporation Restricted Stock Unit Award document.**

Restricted Stock Unit Award

Grantee:	[_____]
Date of Grant:	[_____, 20__]
Common Stock:	Comcast Corporation Class A Common Stock
Number of Restricted Stock Units Granted:	[_____]
2010 RSUs	[_____] of the Restricted Stock Units.
2011 RSUs	[_____] of the Restricted Stock Units, plus any 2010 RSUs that fail to vest on or before [_____, 20__].
2012 RSUs	[_____] of the Restricted Stock Units, plus any 2010 and 2011 RSUs that fail to vest on or before [_____, 20__].
2013 RSUs	[_____] of the Restricted Stock Units, plus any 2010, 2011 and 2012 RSUs that fail to vest on or before [_____, 20__].
2014 RSUs	[_____] of the Restricted Stock Units, plus any 2010, 2011, 2012 and 2013 RSUs that fail to vest on or before [_____, 20__].
Vesting Dates of Restricted Stock Units:	<p>(1) <u>2010 RSUs</u>. As to the 2010 RSUs, [_____, 20__], provided that the Performance Goal is satisfied for 2010;</p> <p>(2) <u>2011 RSUs</u>. As to the 2011 RSUs, [_____, 20__], provided that the Performance Goal is satisfied for either 2010 or 2011;</p> <p>(3) <u>2012 RSUs</u>. As to the 2012 RSUs, [_____, 20__], provided that the Performance Goal is satisfied for any of 2010, 2011 or 2012;</p>

Long-Term Incentive Awards Summary Schedule

«Name»

«Grant_Date»

	<p>(4) <u>2013 RSUs</u> As to the 2013 RSUs, [_____, 20__], provided that the Performance Goal is satisfied for any of 2010, 2011, 2012 or 2013;</p> <p>(5) <u>2014 RSUs</u> As to the 2014 RSUs, [_____, 20__], provided that the Performance Goal is satisfied for any of 2010, 2011, 2012, 2013 or 2014;</p>
	<p>Notwithstanding anything herein to the contrary, to the extent a Vesting Date for any 2014 RSUs has not occurred on or prior to [_____, 20__], such 2014 RSUs which have not vested and become nonforfeitable shall immediately and automatically, without any action on the part of the Grantee or the Company, be forfeited by the Grantee and deemed canceled.</p>