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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549  
**FORM 10-Q**

**(Mark One)**

**Quarterly Report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**  
For the quarterly period ended **March 31, 2011**

**OR**

**Transition Report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**  
For the Transition Period from \_\_\_\_\_ to \_\_\_\_\_  
Commission File Number **001-32871**



**PENNSYLVANIA**  
(State or other jurisdiction of  
incorporation or organization)

**27-0000798**  
(I.R.S. 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

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding twelve months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such period that the registrant was required to submit and post such files).

Yes  No

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

Large accelerated filer  Accelerated filer  Non-accelerated filer  Smaller reporting company

Indicate by check mark whether the Registrant is a shell company (as defined in Rule 12b-2 of the Act).

Yes  No

As of March 31, 2011, there were 2,084,367,723 shares of our Class A common stock, 672,382,858 shares of our Class A Special common stock and 9,444,375 shares of our Class B common stock outstanding.

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This Quarterly Report on Form 10-Q is for the three months ended March 31, 2011. This Quarterly Report modifies and supersedes documents filed prior to this Quarterly Report. The Securities and Exchange Commission ("SEC") allows us to "incorporate by reference" information that we file with it, which means that we can disclose important information to you by referring you directly to those documents. Information incorporated by reference is considered to be part of this Quarterly Report. In addition, information that we file with the SEC in the future will automatically update and supersede information contained in this Quarterly Report. Throughout this Quarterly Report, we refer to Comcast Corporation as "Comcast;" Comcast and its consolidated subsidiaries, including NBCUniversal, as "we," "us" and "our;" and Comcast Holdings Corporation as "Comcast Holdings."

You should carefully review the information contained in this Quarterly Report and particularly consider any risk factors set forth in this Quarterly Report and in other reports or documents that we file from time to time with the SEC. In this Quarterly Report, we state our beliefs of future events and of our future financial performance. In some cases, you can identify these so-called "forward-looking statements" by words such as "may," "will," "should," "expects," "believes," "estimates," "potential," or "continue," or the negative of those words, and other comparable words. You should be aware that those statements are only our predictions. In evaluating those statements, you should specifically consider various factors, including the risks outlined below and in other reports we file with the SEC. Actual events or our actual results may differ materially from any of our forward-looking statements. We undertake no obligation to update any forward-looking statements.

Our businesses may be affected by, among other things, the following:

- our businesses currently face a wide range of competition, and our business and results of operations could be adversely affected if we do not compete effectively
- changes in technology and consumer behavior may adversely affect our businesses and results of operations
- programming expenses for our video services are increasing, which could adversely affect our future results of operations
- as a result of the NBCUniversal transaction, our businesses are subject to the conditions set forth in the NBCUniversal Order and the NBCUniversal Consent Decree, and there can be no assurance that these conditions will not have an adverse effect on our businesses and results of operations
- we are subject to regulation by federal, state, local and foreign authorities, which may impose additional costs and restrictions on our businesses
- weak economic conditions may have a negative impact on our results of operations and financial condition
- a decline in advertising expenditures or changes in advertising markets could negatively impact our results of operations
- NBCUniversal's success depends on consumer acceptance of its content, which is difficult to predict, and our results of operations may be adversely affected if our content fails to achieve sufficient consumer acceptance or our costs to acquire content increase
- the loss of our programming distribution agreements, or the renewal of these agreements on less favorable terms, could adversely affect our business
- sales of DVDs have been declining
- we rely on network and information systems and other technology, as well as key properties, and a disruption, failure or destruction of such networks, systems, technology or properties may disrupt our business
- we may be unable to obtain necessary hardware, software and operational support
- our businesses depend on using and protecting certain intellectual property rights and on not infringing the intellectual property rights of others
- labor disputes, whether involving our own employees or sports leagues, may disrupt our operations and adversely affect our business
- we may face a significant withdrawal liability if we withdraw from multiemployer pension plans or be required to make additional contributions under such plans
- the other risk factors that are described in our Annual Report on Form 10-K for the year ended December 31, 2010

**PART I: FINANCIAL INFORMATION****ITEM 1: FINANCIAL STATEMENTS****Condensed Consolidated Balance Sheet  
(Unaudited)**

(in millions, except share data)	March 31, 2011	December 31, 2010
<b>Assets</b>		
Current Assets:		
Cash and cash equivalents	\$ 1,822	\$ 5,984
Investments	74	81
Receivables, net	3,708	1,855
Programming rights	776	122
Other current assets	1,167	844
Total current assets	7,547	8,886
Film and television costs	4,945	460
Investments	10,711	6,670
Property and equipment, net	24,911	23,515
Franchise rights	59,442	59,442
Goodwill	27,001	14,958
Other intangible assets, net	17,725	3,431
Other noncurrent assets, net	1,977	1,172
<b>Total assets</b>	<b>\$ 154,259</b>	<b>\$ 118,534</b>
<b>Liabilities and Equity</b>		
Current Liabilities:		
Accounts payable and accrued expenses related to trade creditors	\$ 4,858	\$ 3,291
Accrued participations and residuals	1,152	—
Accrued expenses and other current liabilities	5,441	3,143
Current portion of long-term debt	2,296	1,800
Total current liabilities	13,747	8,234
Long-term debt, less current portion	38,130	29,615
Deferred income taxes	28,919	28,246
Other noncurrent liabilities	11,617	7,862
Commitments and contingencies (Note 16)		
Redeemable noncontrolling interests	15,239	143
Equity:		
Preferred stock—authorized, 20,000,000 shares; issued, zero	—	—
Class A common stock, \$0.01 par value—authorized, 7,500,000,000 shares; issued, 2,449,828,473 and 2,437,281,651; outstanding, 2,084,367,723 and 2,071,820,901	24	24
Class A Special common stock, \$0.01 par value—authorized, 7,500,000,000 shares; issued, 743,317,622 and 766,168,658; outstanding, 672,382,858 and 695,233,894	7	8
Class B common stock, \$0.01 par value—authorized, 75,000,000 shares; issued and outstanding, 9,444,375	—	—
Additional paid-in capital	41,407	39,780
Retained earnings	12,504	12,158
Treasury stock, 365,460,750 Class A common shares and 70,934,764 Class A Special common shares	(7,517)	(7,517)
Accumulated other comprehensive income (loss)	(97)	(99)
Total Comcast Corporation shareholders' equity	46,328	44,354
Noncontrolling interests	279	80
Total equity	46,607	44,434
<b>Total liabilities and equity</b>	<b>\$ 154,259</b>	<b>\$ 118,534</b>

See accompanying notes to condensed consolidated financial statements.

**Condensed Consolidated Statement of Income  
(Unaudited)**

(in millions, except per share data)	Three Months Ended	
	March 31	
	2011	2010
<b>Revenue</b>	\$12,128	\$ 9,202
Costs and Expenses:		
Operating costs and expenses (excluding depreciation and amortization)	8,062	5,637
Depreciation	1,486	1,379
Amortization	356	251
	9,904	7,267
<b>Operating income</b>	2,224	1,935
Other Income (Expense):		
Interest expense	(605)	(524)
Investment income (loss), net	89	101
Equity in net income (losses) of investees, net	(37)	(32)
Other income (expense), net	(36)	(10)
	(589)	(465)
Income before income taxes	1,635	1,470
Income tax expense	(596)	(591)
Net income from consolidated operations	1,039	879
Net (income) loss attributable to noncontrolling interests	(96)	(13)
<b>Net income attributable to Comcast Corporation</b>	<b>\$ 943</b>	<b>\$ 866</b>
<b>Basic earnings per common share attributable to Comcast Corporation shareholders</b>	<b>\$ 0.34</b>	<b>\$ 0.31</b>
<b>Diluted earnings per common share attributable to Comcast Corporation shareholders</b>	<b>\$ 0.34</b>	<b>\$ 0.31</b>
<b>Dividends declared per common share attributable to Comcast Corporation shareholders</b>	<b>\$0.1125</b>	<b>\$0.0945</b>

See accompanying notes to condensed consolidated financial statements.

**Condensed Consolidated Statement of Comprehensive Income  
(Unaudited)**

(in millions)	Three Months Ended March 31	
	2011	2010
Net income from consolidated operations	\$ 1,039	\$ 879
Unrealized gains (losses) on marketable securities, net of deferred taxes of \$(3) and \$—	5	1
Deferred gains (losses) on cash flow hedges, net of deferred taxes of \$(6) and \$—	11	—
Amounts reclassified to net income:		
Realized (gains) losses on marketable securities, net of deferred taxes of \$4 and \$—	(7)	—
Realized (gains) losses on cash flow hedges, net of deferred taxes of \$7 and \$(1)	(12)	2
Employee benefit obligations, net of deferred taxes of \$(2) and \$—	3	—
Currency translation adjustments	4	(4)
Comprehensive income from consolidated operations	1,043	878
Net (income) loss attributable to noncontrolling interests	(96)	(13)
Other comprehensive (income) loss attributable to noncontrolling interests	(2)	—
<b>Comprehensive income attributable to Comcast Corporation</b>	<b>\$ 945</b>	<b>\$ 865</b>

See accompanying notes to condensed consolidated financial statements.

**Condensed Consolidated Statement of Cash Flows**  
**(Unaudited)**

(in millions)	Three Months Ended	
	March 31	
	2011	2010
<b>Net cash provided by operating activities</b>	<b>\$ 3,468</b>	<b>\$ 2,903</b>
<b>Investing Activities</b>		
Capital expenditures	(1,106)	(925)
Cash paid for intangible assets	(123)	(117)
Acquisitions, net of cash acquired	(5,658)	(172)
Proceeds from sales of investments	18	1
Purchases of investments	(16)	(24)
Other	(2)	(19)
<b>Net cash provided by (used in) investing activities</b>	<b>(6,887)</b>	<b>(1,256)</b>
<b>Financing Activities</b>		
Proceeds from (repayments of) short-term borrowings, net	1,677	—
Proceeds from borrowings	—	2,408
Repurchases and repayments of debt	(1,759)	(612)
Repurchases of common stock	(525)	(300)
Dividends paid	(261)	(268)
Distributions to noncontrolling interests	(46)	(18)
Other	171	(45)
<b>Net cash provided by (used in) financing activities</b>	<b>(743)</b>	<b>1,165</b>
Increase (decrease) in cash and cash equivalents	(4,162)	2,812
Cash and cash equivalents, beginning of period	5,984	671
<b>Cash and cash equivalents, end of period</b>	<b>\$ 1,822</b>	<b>\$ 3,483</b>

See accompanying notes to condensed consolidated financial statements.

**Condensed Consolidated Statement of Changes in Equity  
(Unaudited)**

(in millions)	Redeemable Non- controlling Interests	Common Stock			Additional Paid-In Capital	Retained Earnings	Treasury Stock at Cost	Accumulated Other Comprehensive Income (Loss)	Non- controlling Interests	Total Equity
		A	A Special	B						
Balance, January 1, 2010	\$ 166	\$24	\$ 8	\$ —	\$40,247	\$10,005	\$(7,517)	\$ (46)	\$ 90	\$42,811
Stock compensation plans					40	(2)				38
Repurchase and retirement of common stock					(215)	(85)				(300)
Employee stock purchase plan					14					14
Dividends declared						(267)				(267)
Other comprehensive income (loss)								(1)		(1)
Sale (purchase) of subsidiary shares to (from) noncontrolling interests, net	(20)				11					11
Contributions from (distributions to) noncontrolling interests									(4)	(4)
Net income (loss)	2					866			11	877
<b>Balance, March 31, 2010</b>	<b>\$ 148</b>	<b>\$24</b>	<b>\$ 8</b>	<b>\$ —</b>	<b>\$40,097</b>	<b>\$10,517</b>	<b>\$(7,517)</b>	<b>\$ (47)</b>	<b>\$ 97</b>	<b>\$43,179</b>
Balance, January 1, 2011	\$ 143	\$24	\$ 8	\$ —	\$39,780	\$12,158	\$(7,517)	\$ (99)	\$ 80	\$44,434
Stock compensation plans					182	(22)				160
Repurchase and retirement of common stock					(1)	(261)	(263)			(525)
Employee stock purchase plan					14					14
Dividends declared						(312)				(312)
Other comprehensive income (loss)	2							2		2
NBCUniversal transaction	15,166				1,692				188	1,880
Contributions from (distributions to) noncontrolling interests	(126)								(31)	(31)
Net income (loss)	54					943			42	985
<b>Balance, March 31, 2011</b>	<b>\$ 15,239</b>	<b>\$24</b>	<b>\$ 7</b>	<b>\$ —</b>	<b>\$41,407</b>	<b>\$12,504</b>	<b>\$(7,517)</b>	<b>\$ (97)</b>	<b>\$ 279</b>	<b>\$46,607</b>

See accompanying notes to condensed consolidated financial statements.

## NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)

### Note 1: Condensed Consolidated Financial Statements

#### Basis of Presentation

We have prepared these unaudited condensed consolidated financial statements based on Securities and Exchange Commission (“SEC”) rules that permit reduced disclosure for interim periods. These financial statements include all adjustments that are necessary for a fair presentation of our results of operations and financial condition for the periods shown, including normal, recurring accruals and other items. We also evaluated events or transactions that occurred after the balance sheet date through the issuance date of these financial statements to determine if financial statement recognition or additional disclosure is required. The results of operations for the interim periods presented are not necessarily indicative of results for the full year.

The year-end condensed consolidated balance sheet was derived from audited financial statements but does not include all disclosures required by generally accepted accounting principles in the United States (“GAAP”). For a more complete discussion of our accounting policies and certain other information, refer to our annual financial statements for the preceding fiscal year as filed with the SEC.

On January 28, 2011, we closed our transaction with General Electric Company (“GE”) in which we acquired control of the businesses of NBC Universal, Inc. (now named NBCUniversal Media, LLC (“NBCUniversal”)), a leading media and entertainment company that develops, produces and distributes entertainment, news, sports and other content to global audiences. NBCUniversal’s results of operations from January 29 through March 31, 2011 are included in our consolidated results of operations. See Note 4 for more information on the transaction.

### Note 2: Summary of Significant Accounting Policies

The accounting policies described below became significant to our business as a result of the NBCUniversal transaction on January 28, 2011.

#### Use of Estimates

In connection with the NBCUniversal transaction, we have performed a preliminary allocation of purchase price to the assets and liabilities of the businesses acquired using preliminary estimates. The estimates are subject to change as discussed in Note 4. Estimates are also used when accounting for various items, including capitalized film and television costs, amortization of owned and acquired programming, participation and residual payments, and estimates of DVD returns and customer incentives. Actual results could differ from those estimates.

#### Film and Television Costs

We capitalize film and television production costs, including direct costs, production overhead, print costs, development costs and interest. We amortize capitalized film and television production costs, as well as costs associated with participation and residual payments, on an individual production basis using the ratio of the current period’s actual revenue to the estimated total remaining gross revenue from all sources, which is referred to as ultimate revenue. Estimates of total revenue and total costs are based on anticipated release patterns, public acceptance and historical results for similar productions. We state unamortized film and television costs at the lower of unamortized cost or fair value. We do not capitalize costs related to film exploitation, which are primarily costs associated with the marketing and distribution of film and television programming.

We state acquired film and television libraries at the lower of unamortized cost or fair value. In determining the estimated lives and method of amortization, we generally use the method and life that most closely follows the undiscounted cash flows over the estimated life of the asset.



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We capitalize the costs to license programming content, including rights to multiyear live-event sports programming, at the earlier of the acquisition date or when the license period begins and the content is available for use. We amortize capitalized programming costs as the associated programs are broadcast. We amortize multiyear, live-event sports programming rights using the ratio of the current period's actual direct revenue to the estimated total remaining direct revenue or based on the contract terms.

We state the cost of acquired programming at the lower of unamortized cost or net realizable value on a program-by-program, package, channel or daypart basis. A daypart is defined as an aggregation of programs broadcast during a particular time of day or programs of a similar type. Acquired programming used by our cable programming networks is tested on a channel basis for impairment, whereas the programming for the NBC and Telemundo broadcast networks is tested on a daypart basis. If we determine that the estimates of future cash flows are insufficient or there is no plan to broadcast certain programming, we will recognize an impairment charge in other costs and expenses.

We enter into arrangements with third parties to jointly finance and distribute many of our film productions. These arrangements, which are referred to as cofinancing arrangements, can take various forms. In most cases, the form of the arrangement involves the grant of an economic interest in a film to a third-party investor. The number of investors and the terms of these arrangements can also vary, yet in most cases an investor assumes the full risk for the portion of the film acquired in these arrangements. We account for our proceeds under these arrangements as a reduction to our capitalized film costs. In these arrangements, the investor owns an undivided copyright interest in the film and, therefore, in each period we record either a charge or benefit to operating costs and expenses to reflect the estimate of the third-party investor's interest in the profit or loss of the film. The estimate of the third-party investor's interest in the profit or loss of a film is determined by reference to the ratio of actual revenue earned to date in relation to the ultimate revenue expected to be recognized over a film's useful life.

See Note 5 for more information on film and television costs.

### **Revenue Recognition**

We recognize revenue from the theatrical distribution of films when films are exhibited. We recognize revenue from the licensing of film and television productions when the content is available for use by the licensee, and when certain other conditions are met. When license fees are contracted as part cash and part advertising time, we recognize the advertising time component when the advertising units are aired. We recognize revenue from home entertainment units, net of estimated returns and customer incentives, on the date that units are delivered to and made available for sale by retailers.

We recognize revenue from advance theme park ticket sales when the tickets are used. For nonexpiring, multiday or annual passes, we recognize revenue over the period of benefit based on estimated usage patterns that are derived from historical experience. We recognize revenue from corporate sponsors at the theme parks over the period of the applicable contract.

We also enter into nonmonetary exchanges of advertising units for other advertising units, products or services. Advertising units exchanged for advertising units are recorded at the fair value of advertising units provided and recognized when aired. Advertising units exchanged for products or services are recorded at the fair value of the goods or services received or advertising units provided. Advertising units provided are recognized when aired and costs are recognized in the period the products or services are used.

### **Foreign Currency Translation**

Functional currencies are determined based on entity-specific economic and management indicators. We translate the assets and liabilities of our foreign subsidiaries where the functional currency is the local currency, primarily the euro and the British pound, into U.S. dollars at the exchange rate in effect at the balance sheet date. We translate revenue and expenses using average exchange rates prevailing during the period. The related translation adjustments are recorded as a component of accumulated other comprehensive income (loss).

## Reclassifications

Reclassifications have been made to the prior year's condensed consolidated balance sheet to programming rights, other current assets, film and television costs, other intangible assets, net and other noncurrent assets, net to adjust to classifications used in the current period as a result of the acquisition of the NBCUniversal businesses.

## Note 3: Earnings Per Share

Basic earnings per common share attributable to Comcast Corporation shareholders ("basic EPS") is computed by dividing net income attributable to Comcast Corporation by the weighted-average number of common shares outstanding during the period.

Our potentially dilutive securities include potential common shares related to our stock options and our restricted share units ("RSUs"). Diluted earnings per common share attributable to Comcast Corporation shareholders ("diluted EPS") considers the impact of potentially dilutive securities using the treasury stock method. Diluted EPS excludes the impact of potential common shares related to our stock options in periods in which the option exercise price is greater than the average market price of our Class A common stock or our Class A Special common stock, as applicable.

Diluted EPS for the three months ended March 31, 2011 and 2010 excludes approximately 32 million and 192 million, respectively, of potential common shares related to our share-based compensation plans, because the inclusion of the potential common shares would have had an antidilutive effect.

### Computation of Diluted EPS

	Three Months Ended March 31					
	2011			2010		
(in millions, except per share data)	Net Income Attributable to Comcast Corporation	Shares	Per Share Amount	Net Income Attributable to Comcast Corporation	Shares	Per Share Amount
Basic EPS attributable to Comcast Corporation shareholders	\$ 943	2,772	\$ 0.34	\$ 866	2,829	\$ 0.31
Effect of dilutive securities:						
Assumed exercise or issuance of shares relating to stock plans		33			8	
<b>Diluted EPS attributable to Comcast Corporation shareholders</b>	<b>\$ 943</b>	<b>2,805</b>	<b>\$ 0.34</b>	<b>\$ 866</b>	<b>2,837</b>	<b>\$ 0.31</b>

## Note 4: Acquisitions and Other Significant Events

### NBCUniversal Transaction

On January 28, 2011, we closed our transaction with GE to form a new company named NBCUniversal, LLC ("NBCUniversal Holdings"). We now control and own 51% of NBCUniversal Holdings and GE owns the remaining 49%. As part of the NBCUniversal transaction, GE contributed the existing businesses of NBCUniversal, which is now a wholly owned subsidiary of NBCUniversal Holdings. The NBCUniversal contributed businesses include its national cable programming networks, the NBC Network and its owned NBC affiliated local television stations, the Telemundo Network and its owned Telemundo affiliated local television stations, Universal Pictures filmed entertainment, the Universal Studios Hollywood theme park and other investments and related assets. We contributed our national cable programming networks, our regional sports and news networks, certain of our Internet businesses, including DailyCandy and Fandango, and other related assets (the "Comcast Content Business"). The combination of businesses creates a leading media and entertainment company capable of providing entertainment, news, sports and other content to a global audience across all platforms. In addition to contributing the Comcast Content Business, we also made a cash payment to GE of \$6.2 billion, which included transaction-related costs. We expect to receive tax benefits related to the transaction and have agreed to share with GE certain of these future tax benefits, as they are realized.

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In connection with the NBCUniversal transaction, NBCUniversal issued \$9.1 billion of senior debt securities with maturities ranging from 2014 to 2041 and repaid approximately \$1.7 billion of existing debt during 2010. Prior to the closing, NBCUniversal made a cash distribution of approximately \$7.4 billion to GE.

Under the terms of the operating agreement of NBCUniversal Holdings, during the six month period beginning on July 28, 2014, GE has the right to cause NBCUniversal Holdings to redeem half of GE's interest in NBCUniversal Holdings, and during the six month period beginning January 28, 2018, GE has the right to cause NBCUniversal Holdings to redeem GE's remaining interest, if any. If GE exercises its first redemption right, we have the immediate right to purchase the remainder of GE's interest. If GE does not exercise its first redemption right, during the six month period beginning on January 28, 2016, we have the right to purchase half of GE's interest in NBCUniversal Holdings. During the six month period beginning January 28, 2019, we have the right to purchase GE's remaining interest, if any, in NBCUniversal Holdings. The purchase price to be paid in connection with any purchase described in this paragraph will be equal to the ownership percentage being purchased multiplied by an amount equal to 120% of the fully distributed public market trading value of NBCUniversal Holdings (determined pursuant to an appraisal process if NBCUniversal Holdings is not then publicly traded), less 50% of an amount (not less than zero) equal to the excess of 120% of the fully distributed public market trading value over \$28.4 billion. Subject to various limitations, we are committed to fund up to \$2.875 billion in cash or our common stock for each of the two redemptions (up to an aggregate of \$5.75 billion), with amounts not used in the first redemption to be available for the second redemption to the extent NBCUniversal Holdings cannot fund the redemptions.

Until July 28, 2014, GE may not directly or indirectly transfer its interest in NBCUniversal Holdings. Thereafter, GE may transfer its interest to a third party, subject to our right of first offer. The right of first offer would permit us to purchase all, but not less than all, of the interests proposed to be transferred. In the event that GE makes a registration request in accordance with certain registration rights that are granted to it under the agreement, we will have the right to purchase, for cash at the market value (determined pursuant to an appraisal process if NBCUniversal Holdings is not then publicly traded), all of GE's interest in NBCUniversal Holdings that GE is seeking to register.

### **Acquisition-Related Expenses**

We have incurred significant transaction costs directly related to the NBCUniversal transaction. The incremental expenses related to legal, accounting and valuation services, and investment banking fees, are reflected in operating costs and expenses. We also incurred certain financing costs and other shared costs with GE associated with NBCUniversal's debt facilities that were entered into in December 2009 and with the issuance of NBCUniversal's senior notes in 2010, which are reflected in other income (expense), net and interest expense.

In addition, during the three months ended March 31, 2011, NBCUniversal incurred transaction-related costs associated with severance and other related compensation charges, which are reflected in operating costs and expenses.

The table below presents the amounts related to these expenses included in our consolidated statement of income.

(in millions)	Three Months Ended March 31	
	2011	2010
Operating costs and expenses		
Transaction costs	\$ 63	\$ 14
Transaction-related costs	44	—
Total operating costs and expenses	107	14
Other expense	16	13
Interest expense	—	2
Total	\$ 123	\$ 29

### **Preliminary Allocation of Purchase Price**

Because we now control NBCUniversal Holdings, we have applied acquisition accounting to the NBCUniversal contributed businesses and their results of operations are included in our consolidated results of operations

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following the acquisition date. The net assets of NBCUniversal contributed businesses were recorded at their estimated fair value using Level 3 inputs (see Note 10 for an explanation of Level 3 inputs). In valuing acquired assets and liabilities, fair value estimates are based on, but are not limited to, future expected cash flows, market rate assumptions for contractual obligations, actuarial assumptions for benefit plans, and appropriate discount rates. The Comcast Content Business continues at its historical or carry-over basis. GE's interest in NBCUniversal Holdings is recorded as a redeemable noncontrolling interest in our consolidated financial statements due to the redemption provisions outlined above. GE's redeemable noncontrolling interest has been recorded at fair value for the portion attributable to the net assets we acquired, and at our historical cost for the portion attributable to the Comcast Content Business. The estimated values are not yet final and are subject to change, and the changes could be significant. We will finalize the amounts recognized as soon as possible as we obtain the information necessary to complete the analysis, but no later than one year from the acquisition date.

The tables below present the preliminary fair value of the consideration exchanged and the preliminary allocation of purchase price to the assets and liabilities of the NBCUniversal businesses acquired as a result of the NBCUniversal transaction.

### Consideration Exchanged

(in millions)	
Cash	\$ 6,127
Fair value of 49% of the Comcast Content Business	4,278
Fair value of contingent consideration	639
Fair value of redeemable noncontrolling interest associated with net assets acquired	13,032
	<u>\$24,076</u>

### Assets and Liabilities of Acquired Businesses

(in millions)	
Film and television costs (see Note 5)	\$ 4,900
Investments (see Note 6)	3,845
Property and equipment, net (see Note 14)	1,932
Intangible assets (see Note 7)	14,525
Working capital	(1,760)
Long-term debt (see Note 8)	(9,115)
Deferred income tax liabilities	(44)
Other noncurrent assets and liabilities	(2,061)
Noncontrolling interests acquired (see Note 11)	(188)
Fair value of identifiable net assets acquired	12,034
Goodwill	12,042
	<u>\$24,076</u>

### Income Taxes

We are responsible for the tax matters for both NBCUniversal Holdings and NBCUniversal, including the filing of returns and administering any proceedings with taxing authorities. For U.S. federal income tax purposes, NBCUniversal Holdings will be treated as a partnership and NBCUniversal will be disregarded as an entity separate from NBCUniversal Holdings. Accordingly, neither NBCUniversal Holdings nor NBCUniversal and its subsidiaries will incur any material current or deferred U.S. federal income taxes. NBCUniversal Holdings and NBCUniversal and its subsidiaries are, however, expected to incur current and deferred income taxes in a limited number of states and localities. In addition, NBCUniversal's foreign subsidiaries are expected to incur current and deferred foreign income taxes. GE has indemnified us and NBCUniversal Holdings for any income tax liability attributable to the historical NBCUniversal businesses for periods prior to the acquisition date. We have also indemnified GE and NBCUniversal Holdings for any income tax liability attributable to the Comcast Content Business for periods prior to the acquisition date.

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NBCUniversal recognized net deferred income tax liabilities of \$44 million in the preliminary allocation of purchase price related primarily to acquired intangible assets in state and foreign jurisdictions. In addition, Comcast recognized \$460 million of deferred tax liabilities in connection with GE acquiring an indirect noncontrolling interest in the Comcast Content Business in exchange for our acquisition of a portion of our interest in NBCUniversal Holdings. Because we maintain control of the Comcast Content Business, the excess of fair value received over historical book value and the related tax impact were recorded in additional paid-in capital.

We agreed to share with GE certain tax benefits, as they are realized, related to the form and structure of the transaction. These future payments to GE are contingent on us realizing tax benefits in the future and are accounted for as contingent consideration. We have recorded \$639 million in other current and noncurrent liabilities in our acquisition accounting based on the present value of the expected future payments to GE.

Following the close of the NBCUniversal transaction, our provision for income taxes includes a federal and state tax provision on our allocable share of the earnings of NBCUniversal Holdings and NBCUniversal, as well as the state, local and foreign tax provisions of NBCUniversal Holdings and NBCUniversal, adjusted for any foreign tax credits.

### **Goodwill**

Goodwill consists primarily of intangible assets that do not qualify for separate recognition, including assembled workforce, noncontractual relationships and agreements between us and NBCUniversal. Because our allocation of purchase price and estimated values of identifiable assets and liabilities are not yet final, the amount of total goodwill and the amount of goodwill expected to be deductible for tax purposes are not yet final and subject to change.

### **Unaudited Actual and Pro Forma Information**

Our consolidated revenue from January 29, 2011 through March 31, 2011 includes \$2.2 billion related to the NBCUniversal contributed business. The net income (loss) attributable to Comcast Corporation from the NBCUniversal contributed businesses was not material for the period January 29, 2011 through March 31, 2011.

The following unaudited pro forma information has been presented as if the NBCUniversal transaction occurred on January 1, 2010. This information is based on historical results of operations, adjusted for the allocation of purchase price and other acquisition accounting adjustments, and is not necessarily indicative of what the results would have been had we operated the business since January 1, 2010. No pro forma adjustments have been made for our incremental transaction costs or other transaction-related costs.

(in millions)	Three Months Ended March 31	
	2011	2010
Revenue	\$13,289	\$13,308
Net income from consolidated operations	\$ 991	\$ 762
Net income attributable to Comcast Corporation	\$ 878	\$ 717
Basic earnings per common share attributable to Comcast Corporation shareholders	\$ 0.32	\$ 0.25
Diluted earnings per common share attributable to Comcast Corporation shareholders	\$ 0.31	\$ 0.25

**Note 5: Film and Television Costs**

(in millions)	March 31, 2011	December 31, 2010
<b>Film Costs</b>		
Released, less amortization	\$ 1,654	\$ —
Completed, not released	102	—
In-production and in-development	1,108	—
	2,864	—
<b>Television Costs</b>		
Released, less amortization	1,112	94
Completed, not released	1	43
In-production and in-development	169	—
	1,282	137
Programming rights, less amortization	1,575	445
	5,721	582
Less: Current portion of programming rights	776	122
<b>Film and television costs</b>	<b>\$ 4,945</b>	<b>\$ 460</b>

The March 31, 2011 amounts include the film and television costs acquired in connection with the closing of the NBCUniversal transaction at fair value as of January 28, 2011, less accumulated amortization following the acquisition date. The capitalized programming costs of the Comcast Content Business are reflected at their historical cost less accumulated amortization for both periods presented.

As of March 31, 2011, acquired film and television libraries had remaining unamortized costs of approximately \$1.2 billion. For the three months ended March 31, 2011 amortization of acquired film and television libraries, included in operating costs and expenses, totaled approximately \$32 million.

**Note 6: Investments**

(in millions)	March 31, 2011	December 31, 2010
Fair value method	\$ 3,120	\$ 2,815
Equity method, primarily SpectrumCo and Clearwire	2,111	2,193
Cost method, primarily AirTouch redeemable preferred shares	1,760	1,743
Acquired NBCUniversal investments	3,794	—
Total investments	10,785	6,751
Less: Current investments	74	81
<b>Noncurrent investments</b>	<b>\$ 10,711</b>	<b>\$ 6,670</b>

Investments acquired in connection with the NBCUniversal transaction primarily include equity method investments in A&E Television Networks, LLC (16%); Universal City Development Partners (“UCDP”) (50%), consisting of the ownership and operation of two theme parks in Orlando, Florida; The Weather Channel (25%); and MSNBC.com (50%); and cost method investments, primarily in Hulu (32%). See Note 4 for more information on the NBCUniversal transaction.

### Components of Investment Income (Loss), Net

(in millions)	Three Months Ended March 31	
	2011	2010
Gains on sales and exchanges of investments, net	\$ 14	\$ 2
Investment impairment losses	—	(8)
Unrealized gains (losses) on securities underlying prepaid forward sale agreements	309	360
Mark to market adjustments on derivative component of prepaid forward sale agreements	(265)	(277)
Mark to market adjustments on derivative component of ZONES	4	1
Interest and dividend income	26	22
Other, net	1	1
<b>Investment income (loss), net</b>	<b>\$ 89</b>	<b>\$ 101</b>

### Note 7: Goodwill and Other Intangible Assets

#### Goodwill

The table below presents our goodwill attributable to our Cable Communications segment (previously our Cable Segment), the Comcast Content Business (now included in the new NBCUniversal segments) and Corporate and Other, as well as the total goodwill attributable to the NBCUniversal acquired businesses. See Note 17 for additional information on our segments.

(in millions)	Cable Communications	NBCUniversal		Corporate and Other	Total
		Comcast Content Business	NBCUniversal Acquired Businesses		
Balance, December 31, 2010	\$ 12,207	\$ 2,564	\$ —	\$ 187	\$14,958
Acquisitions	—	—	12,042	—	12,042
Settlements and adjustments	1	—	—	—	1
<b>Balance, March 31, 2011</b>	<b>\$ 12,208</b>	<b>\$ 2,564</b>	<b>\$ 12,042</b>	<b>\$ 187</b>	<b>\$27,001</b>

The change in goodwill for the three months ended March 31, 2011 is primarily related to the closing of the NBCUniversal transaction on January 28, 2011. The preliminary allocation of purchase price to the assets and liabilities of the NBCUniversal businesses acquired, as well as the allocation of goodwill among reporting segments, is not complete and is subject to change. We expect the majority of the goodwill will be related to our Cable Networks segment. See Note 4 for more information on the NBCUniversal transaction.

The carrying amount of goodwill at both December 31, 2010 and March 31, 2011 includes accumulated impairments of \$76 million within our Cable Networks segment.

#### Other Intangible Assets

(in millions)	Original Useful Life at March 31, 2011	March 31, 2011		December 31, 2010	
		Gross Carrying Amount	Accumulated Amortization	Gross Carrying Amount	Accumulated Amortization
Other intangible assets	2-25 years	\$ 8,842	\$ (5,526)	\$ 12,271	\$ (8,840)
Acquired NBCUniversal intangible assets					
Finite-lived intangible assets	4-19 years	11,430	(121)	—	—
Indefinite-lived intangible assets	N/A	3,100	—	—	—
<b>Total</b>		<b>\$ 23,372</b>	<b>\$ (5,647)</b>	<b>\$ 12,271</b>	<b>\$ (8,840)</b>

The decrease in the gross carrying amount and accumulated amortization of other intangible assets for the three months ended March 31, 2011 was due to the write off of fully amortized customer relationship and other intangible assets.

The intangible assets recorded as a result of the NBCUniversal transaction include finite-lived intangible assets, primarily customer-related intangible assets and capitalized software, and indefinite-lived intangible assets, primarily trade names and Federal Communication Commission licenses. See Note 4 for more information on the NBCUniversal transaction.

## Note 8: Long-Term Debt

As of March 31, 2011, our debt had an estimated fair value of \$42.8 billion. The estimated fair value of our publicly traded debt is based on quoted market values for the debt. To estimate the fair value of debt for which there are no quoted market prices, we use interest rates available to us for debt with similar terms and remaining maturities.

### NBCUniversal

NBCUniversal issued \$9.1 billion principal amount of senior debt securities during 2010 in connection with the NBCUniversal transaction. In accordance with acquisition accounting, the senior debt securities were recorded at fair value based on interest rates available to us for debt with similar terms and remaining maturities as of January 28, 2011. The table below presents the carrying value of these senior debt securities included in our balance sheet as of March 31, 2011.

(in millions)	Interest Rate	March 31, 2011
Senior notes due 2014	2.100%	\$ 897
Senior notes due 2015	3.650%	1,031
Senior notes due 2016	2.875%	980
Senior notes due 2020	5.150%	2,065
Senior notes due 2021	4.375%	1,935
Senior notes due 2040	6.400%	1,033
Senior notes due 2041	5.950%	1,176
<b>Total</b>		<b>\$ 9,117</b>

### Revolving Bank Credit Facilities

Effective with the closing of the NBCUniversal transaction on January 28, 2011, NBCUniversal has a \$750 million revolving credit facility due January 2014 with a syndicate of banks. As of March 31, 2011, the credit facility remained undrawn.

### Repayments

In January 2011, we repaid \$1 billion principal amount of 6.75% notes due at maturity. In March 2011, we repaid \$750 million principal amount of 5.5% notes due at maturity.

### Commercial Paper

During the three months ended March 31, 2011, we issued \$1.69 billion face amount of commercial paper, net of repayments.

## Note 9: Derivative Financial Instruments

We use derivative financial instruments to manage our exposure to the risks associated with fluctuations in interest rates, equity prices and foreign exchange rates. Our objective is to manage the financial and operational exposure arising from these risks by offsetting gains and losses on the underlying exposures with gains and losses on the derivatives used to economically hedge them. Derivative financial instruments are recorded in our consolidated balance sheet at fair value. We formally document, at inception of the relationship, derivative financial instruments designated to hedge the exposure to changes in the fair value of a recognized asset or liability or an unrecognized firm commitment ("fair value hedge") or the exposure to changes in cash flows of a forecasted transaction ("cash flow hedge"), and we evaluate them for effectiveness at the time they are designated, as well as throughout the hedging period.

We manage our exposure to fluctuations in interest rates by using derivative financial instruments such as interest rate exchange agreements ("swaps") and interest rate lock agreements ("rate locks"). We sometimes enter into rate locks or collars to hedge the risk that the cash flows related to the interest payments on an anticipated issuance or assumption of fixed-rate debt may be adversely affected by interest rate fluctuations.



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We manage our exposure to foreign exchange risk related to our foreign currency denominated borrowings by using cross-currency swaps, effectively converting these borrowings to U.S. dollar denominated borrowings. We manage our exposure to foreign exchange risk related to NBCUniversal's foreign currency denominated production costs and rights, as well as international content-related revenue and royalties, by using foreign exchange contracts such as forward contracts and currency options.

We manage our exposure to price fluctuations in the common stock of some of our investments by using equity derivative financial instruments embedded in other contracts, such as prepaid forward sale agreements, whose values, in part, are derived from the market value of certain publicly traded common stock.

We manage the credit risks associated with our derivative financial instruments through diversification and the evaluation and monitoring of the creditworthiness of the counterparties. Although we may be exposed to losses in the event of nonperformance by the counterparties, we do not expect such losses, if any, to be significant. We have agreements with certain counterparties that include collateral provisions. These provisions require a party with an aggregate unrealized loss position in excess of certain thresholds to post cash collateral for the amount in excess of the threshold. The threshold levels in our collateral agreements are based on our and the counterparties' credit ratings. As of March 31, 2011, neither we nor any of the counterparties were required to post collateral under the terms of the agreements.

As of March 31, 2011, our derivative financial instruments designated as hedges included (i) the derivative component of one of our prepaid forward sale agreements, which is recorded to other noncurrent liabilities, (ii) our interest rate swap agreements, which are recorded to other current or noncurrent assets and liabilities, (iii) our cross-currency swaps, which are recorded to other noncurrent liabilities, and (iv) certain of our foreign exchange contracts, which are recorded to other current assets or accrued expenses and other current liabilities. As of March 31, 2011, our derivative financial instruments not designated as hedges were (i) the derivative component of our indexed debt instruments (our ZONES debt), which is recorded to long-term debt, (ii) the derivative components of certain of our prepaid forward sale agreements, which are recorded to other current and noncurrent liabilities, and (iii) certain of our foreign exchange contracts, which are recorded to other current assets or accrued expenses and other current liabilities.

We do not engage in any speculative or leveraged derivative transactions. All derivative transactions must comply with the derivatives policy approved by our Board of Directors.

See Note 10 for more information on the fair values of our derivative financial instruments as of March 31, 2011 and December 31, 2010.

### Fair Value Hedges

#### Amount of Gain (Loss) Recognized in Income

(in millions)	Three Months Ended	
	March 31	
	2011	2010
<b>Interest Income (Expense):</b>		
Interest rate swap agreements (fixed to variable)	\$ (45)	\$ 28
Long-term debt—interest rate swap agreements (fixed to variable)	45	(28)
<b>Investment Income (Expense):</b>		
Mark to market adjustments on derivative component of prepaid forward sale agreement	(3)	(11)
Unrealized gains (losses) on securities underlying prepaid forward sale agreement	5	19
<b>Gain (loss) on fair value hedging relationships</b>	<b>\$ 2</b>	<b>\$ 8</b>

During the period from January 29, 2011 through March 31, 2011, NBCUniversal entered into fixed to variable swaps on \$600 million principal amount of NBCUniversal senior debt securities with maturities ranging from 2014 to 2016. These fixed to variable swaps are designated as effective fair value hedges.

As of March 31, 2011 and December 31, 2010, the fair value of our prepaid forward sale agreement designated as a fair value hedge was a liability of \$32 million and \$29 million, respectively.

## Cash Flow Hedges

### Pretax Amount of Gain (Loss) Recognized in Accumulated Other Comprehensive Income

(in millions)	Three Months Ended March 31					
	2011			2010		
	Interest Rate Risk	Foreign Exchange Risk	Total	Interest Rate Risk	Foreign Exchange Risk	Total
Deferred gain (loss) recognized	\$ —	\$ 17	\$ 17	\$ —	\$ —	\$ —
Deferred (gain) loss reclassified to income	6	(25)	(19)	4	—	4
<b>Total change in accumulated other comprehensive income</b>	<b>\$ 6</b>	<b>\$ (8)</b>	<b>\$ (2)</b>	<b>\$ 4</b>	<b>\$ —</b>	<b>\$ 4</b>

Interest rate risk deferred losses relate to interest rate lock agreements entered into to fix the interest rates of certain of our debt obligations in advance of their issuance. Unless we retire this debt early, these unrealized losses will be reclassified as an adjustment to interest expense, primarily through 2022, in the period in which the related interest expense is recognized in earnings. As of March 31, 2011, we expect \$23 million of unrealized losses, \$15 million net of deferred taxes, to be reclassified as an adjustment to interest expense over the next 12 months. The foreign exchange risk deferred losses for the three months ended March 31, 2011 relate to cross-currency swaps on foreign currency denominated debt due in 2029 and foreign exchange contracts with initial maturities generally not exceeding one year and up to 18 months in certain circumstances. As of March 31, 2011, the fair value of the foreign exchange contracts related to NBCUniversal operations that were designated as cash flow hedges was a liability of \$3 million.

Ineffectiveness related to our cash flow hedges was not material for the three months ended March 31, 2011 or 2010.

## Nondesignated

### Amount of Gain (Loss) Recognized in Income

(in millions)	Three Months Ended March 31	
	2011	2010
Operating Costs and Expenses:		
Mark to market adjustments on foreign exchange contracts	\$ (9)	\$ —
Investment Income (Expense):		
Mark to market adjustments on derivative component of prepaid forward sale agreements	(262)	(266)
Unrealized gains (losses) on securities underlying prepaid forward sale agreements	304	341
Mark to market adjustments on derivative component of ZONES	4	1
<b>Total gain (loss)</b>	<b>\$ 37</b>	<b>\$ 76</b>

As of March 31, 2011, foreign exchange contracts related to NBCUniversal operations that were not designated had a total notional value of \$1.236 billion. The notional amount is a measure of the activity related to our risk exposure and does not represent the amount of exposure to credit loss, or reflect the gains or losses associated with the exposures and transactions that the foreign exchange contracts are intended to offset. The amounts ultimately realized upon settlement of these derivative financial instruments, together with the gains and losses on the underlying exposures, will depend on actual market conditions during the remaining life of the derivative financial instruments.

## Note 10: Fair Value Measurements

The accounting guidance related to financial assets and financial liabilities (“financial instruments”) establishes a hierarchy that prioritizes fair value measurements based on the types of inputs used for the various valuation techniques (market approach, income approach and cost approach). Level 1 consists of financial instruments whose values are based on quoted market prices for identical financial instruments in an active market. Level 2

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consists of financial instruments that are valued using models or other valuation methodologies. These models use inputs that are observable in the marketplace either directly or indirectly. Level 3 consists of financial instruments whose values are determined using pricing models that use significant inputs that are primarily unobservable, discounted cash flow methodologies, or similar techniques, as well as instruments for which the determination of fair value requires significant management judgment or estimation. Our financial instruments that are accounted for at fair value on a recurring basis are presented in the table below.

### Recurring Fair Value Measures

(in millions)	Fair Value as of March 31, 2011			December 31, 2010	
	Level 1	Level 2	Level 3	Total	Total
<b>Assets</b>					
Trading securities	\$2,995	\$ —	\$ —	\$2,995	\$ 2,688
Available-for-sale securities	124	—	23	147	126
Equity warrants	—	—	1	1	1
Interest rate swap agreements	—	193	—	193	232
Foreign exchange contracts	—	9	—	9	—
	\$3,119	\$ 202	\$ 24	\$3,345	\$ 3,047
<b>Liabilities</b>					
Derivative component of ZONES	\$ —	\$ 4	\$ —	\$ 4	\$ 8
Derivative component of prepaid forward sale agreements	—	1,286	—	1,286	1,021
Interest rate swap agreements	—	7	—	7	—
Cross-currency swaps	—	13	—	13	29
Foreign exchange contracts	—	31	—	31	—
	\$ —	\$1,341	\$ —	\$1,341	\$ 1,058

### Note 11: Noncontrolling Interests

Certain of our subsidiaries that we consolidate are not wholly owned. Some of the agreements with the minority partners of these subsidiaries contain redemption features whereby interests held by the minority partners are redeemable either (i) at the option of the holder or (ii) upon the occurrence of an event that is not solely within our control. If interests were to be redeemed under these agreements, we would generally be required to purchase the interest at fair value on the date of redemption. These interests are presented on the balance sheet outside of equity under the caption "Redeemable noncontrolling interests." Noncontrolling interests that do not contain such redemption features are presented in equity.

GE's 49% interest in NBCUniversal Holdings is recorded as a redeemable noncontrolling interest in our consolidated financial statements due to the redemption provisions discussed in Note 4, with an initial value based on fair value for the portion attributable to the net assets we acquired, and based on our historical cost for the portion attributable to the Comcast Content Business. GE's redeemable noncontrolling interest is adjusted for its 49% interest in NBCUniversal Holdings' and NBCUniversal's earnings and changes in other comprehensive income, as well as for other capital transactions attributable to GE.

The table below presents the changes in equity resulting from net income attributable to Comcast Corporation and transfers from or to noncontrolling interests.

(in millions)	Three Months Ended March 31	
	2011	2010
Net income attributable to Comcast Corporation	\$ 943	\$ 866
Transfers from (to) noncontrolling interests:		
Increase in Comcast Corporation additional paid-in capital resulting from the sale of noncontrolling interest	1,692	11
<b>Changes from net income attributable to Comcast Corporation and transfers from (to) noncontrolling interests</b>	<b>\$ 2,635</b>	<b>\$ 877</b>

**Note 12: Postretirement, Pension and Other Employee Benefit Plans****NBCUniversal Employee Benefit Plans**

At the close of the NBCUniversal transaction on January 28, 2011, we established new employee benefit plans for U.S. employees of NBCUniversal, including defined benefit pension plans and postretirement medical and life insurance plans. Additionally, NBCUniversal assumed certain liabilities related to its obligation to reimburse GE for amounts paid by GE for specified employee benefits and insurance programs that GE will continue to administer. NBCUniversal's defined benefit pension plans for NBCUniversal employees ("qualified plan") and executives ("nonqualified plan") provide a lifetime income benefit based on an individual's length of service and related compensation. The defined benefit pension plans are closed to new participants and give credit to eligible participants for service provided prior to the close of the NBCUniversal transaction. The postretirement medical and life insurance benefit plans that were established provide continued coverage to employees eligible to receive such benefits and give credit for service provided prior to the closing of the NBCUniversal transaction. Certain covered employees also retain the right, upon retirement, to elect to participate in corresponding plans sponsored by GE. To the extent our employees make such elections, we will reimburse GE for any amounts due. NBCUniversal funds the nonqualified plan and the postretirement medical and life insurance benefit plan on a pay-as-you-go basis. We expect to contribute approximately \$8 million in 2011 to fund these benefits. We do not plan to fund our qualified defined benefit plan until the second quarter of 2012.

The table below provides condensed information on NBCUniversal's pension and postretirement benefit plans.

(in millions)	Three Months Ended March 31, 2011	
	Pension Benefits	Postretirement Benefits
Benefit obligation	\$ 269	\$ 157
Benefits expense	\$ 20	\$ 3
Discount rate	5.5%-6.0%	5.75%

NBCUniversal has also established a U.S. defined contribution 401(k) plan with 100% matching contributions on the first 3.5% of pay plus additional contributions based on employee classification and NBCUniversal's results of operations. The related expense for the three months ended March 31, 2011 was \$9 million.

**NBCUniversal Other Benefit Plans**

Our condensed consolidated financial statements include the assets and liabilities of certain legacy NBCUniversal benefit plans, as well as the assets and liabilities for benefit plans of certain foreign subsidiaries. NBCUniversal also participates in various multiemployer pension plans covering some of their employees who are represented by labor unions. NBCUniversal makes periodic contributions to these plans in accordance with the terms of applicable collective bargaining agreements and laws, but does not sponsor or administer the plans.

**Note 13: Share-Based Compensation**

Our Board of Directors may grant share-based awards, in the form of stock options and RSUs, to certain employees and directors. Additionally, through our employee stock purchase plan, employees are able to purchase shares of Comcast Class A common stock at a discount through payroll deductions.

In March 2011, we granted 23.8 million stock options and 6.6 million RSUs related to our annual management grant program. The weighted-average fair values associated with these grants were \$6.97 per stock option and \$23.33 per RSU.

### Recognized Share-Based Compensation Expense

(in millions)	Three Months Ended March 31	
	2011	2010
Stock options	\$ 22	\$ 28
Restricted share units	40	35
Employee stock purchase plan	3	4
<b>Total</b>	<b>\$ 65</b>	<b>\$ 67</b>

As of March 31, 2011, we had \$408 million of unrecognized pretax compensation costs related to nonvested stock options and \$409 million related to nonvested RSUs.

The employee cost associated with participation in the employee stock purchase plan was satisfied with payroll deductions of approximately \$15 million for both the three months ended March 31, 2011 and 2010.

### Note 14: Supplemental Financial Information

#### Receivables

(in millions)	March 31, 2011	December 31, 2010
Receivables, gross	\$ 3,974	\$ 2,028
Less: Allowance for returns and customer incentives	113	—
Less: Allowance for doubtful accounts	153	173
<b>Receivables, net</b>	<b>\$ 3,708</b>	<b>\$ 1,855</b>

Allowances for returns and customer incentives are primarily attributable to the NBCUniversal film business.

The table below presents our unbilled receivables related to long-term content licensing arrangements included in our consolidated balance sheet as of March 31, 2011. Current and noncurrent unbilled receivables are recorded in receivables, net and other noncurrent assets, net, respectively.

(in millions)	March 31, 2011
Current	\$ 255
Noncurrent, net of imputed interest	\$ 480

#### Property and Equipment

(in millions)	March 31, 2011	December 31, 2010
Property and equipment, at cost	\$ 56,437	\$ 56,020
Acquired NBCUniversal property and equipment	1,977	—
Property and equipment, at cost	58,414	56,020
Less: Accumulated depreciation	(33,503)	(32,505)
<b>Property and equipment, net</b>	<b>\$ 24,911</b>	<b>\$ 23,515</b>

#### Accumulated Other Comprehensive Income (Loss)

(in millions)	March 31, 2011	March 31, 2010
Unrealized gains (losses) on marketable securities	\$ 24	\$ 23
Deferred gains (losses) on cash flow hedges	(106)	(60)
Unrecognized gains (losses) on employee benefit obligations	(16)	(6)
Currency translation adjustments	3	(4)
Accumulated other comprehensive (income) attributable to noncontrolling interests	(2)	—
<b>Accumulated other comprehensive income (loss), net of deferred taxes</b>	<b>\$ (97)</b>	<b>\$ (47)</b>

## Operating Costs and Expenses

(in millions)	Three Months Ended March 31	
	2011	2010
Programming and production	\$ 3,275	\$ 2,114
Cable Communications technical labor	584	561
Cable Communications customer service	464	454
Advertising, marketing and promotion	984	545
Other	2,755	1,963
<b>Operating costs and expenses (excluding depreciation and amortization)</b>	<b>\$ 8,062</b>	<b>\$ 5,637</b>

### Net Cash Provided by Operating Activities

The table below presents adjustments to reconcile net income from consolidated operations to net cash provided by operating activities.

(in millions)	Three Months Ended March 31	
	2011	2010
Net income from consolidated operations	\$ 1,039	\$ 879
Adjustments to reconcile net income from consolidated operations to net cash provided by operating activities:		
Depreciation and amortization	1,842	1,630
Amortization of film and television costs	574	25
Share-based compensation	84	82
Noncash interest expense (income), net	40	35
Equity in net (income) losses of investees, net	37	32
Net (gain) loss on investment activity and other	13	(67)
Deferred income taxes	130	—
Changes in operating assets and liabilities, net of effects of acquisitions and divestitures:		
Change in receivables, net	725	143
Change in film and television costs	(856)	(38)
Change in accounts payable and accrued expenses related to trade creditors	(131)	(71)
Change in other operating assets and liabilities	(29)	253
<b>Net cash provided by operating activities</b>	<b>\$ 3,468</b>	<b>\$ 2,903</b>

### Cash Payments for Interest and Income Taxes

(in millions)	Three Months Ended March 31	
	2011	2010
Interest	\$ 657	\$ 615
Income taxes	\$ 74	\$ 46

### Noncash Investing and Financing Activities

During the three months ended March 31, 2011, we:

- acquired 51% of NBCUniversal Holdings for cash and a 49% interest in the Comcast Content Business on January 28, 2011; see Note 4 for more information on the NBCUniversal transaction
- acquired approximately \$457 million of property and equipment and software that was accrued but unpaid, which is a noncash investing activity
- recorded a liability of approximately \$312 million for a quarterly cash dividend of \$0.1125 per common share paid in April 2011, which is a noncash financing activity

## Note 15: Receivables Monetization

Through January 27, 2011, NBCUniversal monetized its trade accounts receivable through two programs established with GE and various GE subsidiaries. Through these programs, NBCUniversal retained limited interests in the assets sold and provided reserves for all expected losses with respect to these interests. As a result of the closing of the NBCUniversal transaction on January 28, 2011, NBCUniversal terminated those programs and has since established new third-party monetization programs with a syndicate of banks, of which the primary relationship is with General Electric Capital Corporation, a subsidiary of GE.

We account for receivables monetized through both our new and terminated programs as sales in accordance with the appropriate accounting guidance. We retain limited interests in the assets sold, and we provided reserves for losses that we expect to incur related to these interests. The accounts receivable we sold that underlie the retained interests are generally short-term in nature and, therefore, the fair value of the retained interests approximated their carrying value, net of provision for doubtful accounts, as of March 31, 2011.

For a majority of the receivables monetized under the new programs, an affiliate of GE is responsible for servicing the receivables and remitting collections to the owner and the lenders. We perform this service on the affiliate's behalf for a fee, which is equal to the prevailing market rate for such services. As a result, no servicing asset or liability has been recorded on our consolidated balance sheet as of March 31, 2011. We received sub-servicing fees of \$1 million for the three months ended March 31, 2011, which is included in other income (expense), net.

The table below represents the receivables transferred to our respective programs that remain outstanding and our retained interests in those receivables as of March 31, 2011. The retained interest is included in receivables, net.

(in millions)	March 31, 2011
Monetized receivables outstanding	\$ 989
Retained interest	\$ 210

In addition to the amounts presented above, we had \$480 million payable to our new and terminated securitization programs as of March 31, 2011. This amount represents cash received from monetized receivables not yet remitted to the program as of the balance sheet date and is recorded in accounts payable and accrued expenses related to trade creditors.

The table below summarizes certain activities related to our securitization programs.

(in millions)	Three Months Ended March 31, 2011
<b>Cash flows on transfers</b>	
Net proceeds on new transfers	\$ (424)
<b>Effect on income from services</b>	
Net loss on sale	\$ (8)

## Note 16: Commitments and Contingencies

### NBCUniversal Obligations, Commitments and Guarantees

NBCUniversal enters into long-term commitments with third parties in the ordinary course of business, including commitments to acquire film and television programming, take-or-pay creative talent and employment agreements, and various other television commitments. Many of NBCUniversal's employees, including writers, directors, actors, technical and production personnel and others, as well as some of our on-air and creative talent, are covered by collective bargaining agreements or works councils. Approximately 29 collective bargaining agreements covering approximately 2,950 of our full-time, part-time and full-time equivalent freelance employees on our payroll are scheduled to expire during 2011.

NBCUniversal provides guarantees in the ordinary course of business, including the guarantee of a loan of one of NBCUniversal's partners in one of their equity method investments and an obligation of the equity method investment's consulting agreement with a third party. These guarantees are underwritten considering economic,

liquidity and credit risk of the counterparty. We believe the likelihood is remote that these arrangements could have an adverse effect on our financial statements.

### **Station Venture**

NBCUniversal owns an 80% equity interest and a 50% voting interest in Station Venture Holdings, LLC (“Station Venture”), a variable interest entity. The remaining equity interests in Station Venture are held by LIN TV, Corp. (“LIN TV”). Station Venture holds an indirect interest in the NBC Network affiliated local television stations in Dallas, Texas and San Diego, California through its ownership interests in Station Venture Operations, LP (“Station LP”), which is a less than wholly owned consolidated subsidiary of NBCUniversal. Station Venture is the obligor on an \$816 million senior secured note that is due in 2023 to General Electric Capital Corporation, a subsidiary of GE. The note is non-recourse to NBCUniversal, guaranteed by LIN TV and collateralized by substantially all of the assets of Station Venture and Station LP. In connection with the closing of the NBCUniversal transaction, GE has indemnified NBCUniversal for all liabilities NBCUniversal may incur as a result of any credit support, risk of loss or similar arrangement related to the note, in existence prior to the closing of the NBCUniversal transaction on January 28, 2011. We are not the primary beneficiary of, and accordingly do not consolidate, Station Venture. We have attributed no value to the investment in Station Venture in our allocation of purchase price for the NBCUniversal transaction. Because the assets of Station LP serve as collateral for Station Venture’s \$816 million senior secured note, we have recorded a \$350 million liability representing the estimated fair value of the assets of Station LP.

### **Contingencies**

#### **Antitrust Cases**

We are defendants in two purported class actions originally filed in December 2003 in the United States District Courts for the District of Massachusetts and the Eastern District of Pennsylvania. The potential class in the Massachusetts case, which has been transferred to the Eastern District of Pennsylvania, is our customer base in the “Boston Cluster” area, and the potential class in the Pennsylvania case is our customer base in the “Philadelphia and Chicago Clusters,” as those terms are defined in the complaints. In each case, the plaintiffs allege that certain customer exchange transactions with other cable providers resulted in unlawful horizontal market restraints in those areas and seek damages under antitrust statutes, including treble damages.

Classes of Philadelphia Cluster and Chicago Cluster customers were certified in May 2007 and October 2007, respectively. In March 2009, as a result of a Third Circuit Court of Appeals decision clarifying the standards for class certification, the order certifying the Philadelphia Cluster class was vacated without prejudice to the plaintiffs filing a new motion. In January 2010, in its decision on the plaintiffs’ new motion, the Eastern District of Pennsylvania certified a class subject to certain limitations. In June 2010, the Third Circuit Court of Appeals granted our petition for an interlocutory appeal from the class certification decision. Oral agreement on the appeal was held in January 2011. In March 2010, we moved for summary judgment dismissing all of the plaintiffs’ claims in the Philadelphia Cluster; the summary judgment motion is stayed pending the class certification appeal. The plaintiffs’ claims concerning the other two clusters are stayed pending determination of the Philadelphia Cluster claims.

We also are among the defendants in a purported class action filed in the United States District Court for the Central District of California in September 2007. The potential class is comprised of all persons residing in the United States who have subscribed to an expanded basic level of video service provided by one of the defendants. The plaintiffs allege that the defendants who produce video programming have entered into agreements with the defendants who distribute video programming via cable and satellite (including us), which preclude the distributor defendants from reselling channels to customers on an “unbundled” basis in violation of federal antitrust laws. The plaintiffs seek treble damages and injunctive relief requiring each distributor defendant to resell certain channels to its customers on an “unbundled” basis. In October 2009, the Central District of California issued an order dismissing the plaintiffs’ complaint with prejudice. The plaintiffs have appealed that order to the Ninth Circuit Court of Appeals. Oral argument on the appeal was held in March 2011.

In addition, we are the defendant in 22 purported class actions filed in federal district courts throughout the country. All of these actions have been consolidated by the Judicial Panel on Multidistrict Litigation in the United States District Court for the Eastern District of Pennsylvania for pre-trial proceedings. In a consolidated



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complaint filed in November 2009 on behalf of all plaintiffs in the multidistrict litigation, the plaintiffs allege that we improperly “tie” the rental of set-top boxes to the provision of premium cable services in violation of Section 1 of the Sherman Antitrust Act, various state antitrust laws and unfair/deceptive trade practices acts in California, Illinois and Alabama. The plaintiffs also allege a claim for unjust enrichment and seek relief on behalf of a nationwide class of our premium cable customers and on behalf of subclasses consisting of premium cable customers from California, Alabama, Illinois, Pennsylvania and Washington. In January 2010, we moved to compel arbitration of the plaintiffs’ claims for unjust enrichment and violations of the unfair/deceptive trade practices acts of Illinois and Alabama. In September 2010, the plaintiffs filed an amended complaint alleging violations of additional state antitrust laws and unfair/deceptive trade practices acts on behalf of new subclasses in Connecticut, Florida, Minnesota, Missouri, New Jersey, New Mexico and West Virginia. In the amended complaint, plaintiffs dropped their unjust enrichment claim, as well as their state law claims on behalf of the Alabama, Illinois and Pennsylvania subclasses. In November 2010, the court stayed the case until the United States Supreme Court renders its decision in AT&T Mobility LLC v. Concepcion.

The West Virginia Attorney General also filed a complaint in West Virginia state court in July 2009 alleging that we improperly “tie” the rental of set-top boxes to the provision of premium cable services in violation of the West Virginia Antitrust Act and the West Virginia Consumer Credit and Protection Act. The Attorney General also alleges a claim for unjust enrichment/restitution. We removed the case to the United States District Court for West Virginia, and it was subsequently transferred to the United States District Court for the Eastern District of Pennsylvania and consolidated with the multidistrict litigation described above. In March 2010, the Eastern District of Pennsylvania denied the Attorney General’s motion to remand the case back to West Virginia state court. In June 2010, the Attorney General moved to sever and remand the portion of the claims seeking civil penalties and injunctive relief back to West Virginia state court. We filed a brief in opposition to the motion in July 2010.

### **Other**

We are a defendant in several unrelated lawsuits claiming infringement of various patents relating to various aspects of our businesses. In certain of these cases other industry participants are also defendants, and also in certain of these cases we expect that any potential liability would be in part or in whole the responsibility of our equipment and technology vendors under applicable contractual indemnification provisions. We are also subject to other legal proceedings and claims that arise in the ordinary course of our business. While the amount of ultimate liability with respect to such actions is not expected to materially affect our financial position, results of operations or cash flows, any litigation resulting from any such legal proceedings or claims could be time consuming, costly and injure our reputation.

\* \* \*

We believe the claims in each of the pending actions described above in this item are without merit and intend to defend the actions vigorously. We cannot predict the outcome of any of the actions described above, including a range of possible loss, or how the final resolution of any such actions would impact our results of operations or cash flows for any one period or our consolidated financial position. Nevertheless, the final disposition of any of the above actions is not expected to have a material adverse effect on our consolidated financial position, but could possibly be material to our consolidated results of operations or cash flows for any one period.

### **Note 17: Financial Data by Business Segment**

Following the NBCUniversal transaction, we now present our operations in five reportable segments: Cable Communications, Cable Networks, Broadcast Television, Filmed Entertainment and Theme Parks. The Comcast Content Business is presented with NBCUniversal’s businesses in the Cable Networks segment. The businesses of Comcast Interactive Media (previously presented in Corporate and Other) that were not contributed to NBCUniversal are included in the Cable Communications segment. We have recast our segment presentation for the three months ended March 31, 2010 in order to reflect our current operating segments. See Note 4 for more information on the NBCUniversal transaction.

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In evaluating the profitability of our segments, the components of net income (loss) below operating income (loss) before depreciation and amortization are not separately evaluated by our management. Our financial data by business segment is presented in the table below.

(in millions)	Three Months Ended March 31, 2011					
	Revenue(i)	Operating Income (Loss) Before Depreciation and Amortization(j)	Depreciation and Amortization	Operating Income (Loss)	Capital Expenditures	Assets
Cable Communications(a)	\$ 9,084	\$ 3,749	\$ 1,621	\$ 2,128	\$ 1,053	\$ 116,653
NBCUniversal						
Cable Networks(b)	1,632	665	153	512	12	29,737
Broadcast Television(c)	888	35	21	14	5	6,615
Filmed Entertainment(d)	622	(143)	4	(147)	1	3,754
Theme Parks(e)	68	33	6	27	12	2,378
Headquarters and Other(f)	11	(96)	22	(118)	17	4,730
Eliminations(h)	(78)	(36)	—	(36)	—	(435)
NBCUniversal	3,143	458	206	252	47	46,779
Corporate and Other(g)	188	(141)	16	(157)	6	6,539
Eliminations(h)	(287)	—	(1)	1	—	(15,712)
Comcast Consolidated	\$ 12,128	\$ 4,066	\$ 1,842	\$ 2,224	\$ 1,106	\$ 154,259

(in millions)	Three Months Ended March 31, 2010				
	Revenue(i)	Operating Income (Loss) Before Depreciation and Amortization(j)	Depreciation and Amortization	Operating Income (Loss)	Capital Expenditures
Cable Communications(a)	\$ 8,583	\$ 3,480	\$ 1,550	\$ 1,930	\$ 913
Cable Networks(b)	638	188	73	115	10
Corporate and Other(g)	71	(104)	7	(111)	2
Eliminations(h)	(90)	1	—	1	—
Comcast Consolidated	\$ 9,202	\$ 3,565	\$ 1,630	\$ 1,935	\$ 925

- (a) Our Cable Communications segment consists primarily of our cable services business and the businesses of Comcast Interactive Media that were not contributed to NBCUniversal. For the three months ended March 31, 2011 and 2010, Cable Communications segment revenue was derived from the following sources:

	Three Months Ended March 31	
	2011	2010
Video	53.8%	56.0%
High-speed Internet	23.2%	22.6%
Phone	9.5%	9.4%
Advertising	5.0%	4.8%
Business services	4.3%	3.1%
Other	4.2%	4.1%
Total	100.0%	100.0%

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Subscription revenue received from customers who purchase bundled services at a discounted rate is allocated proportionally to each service based on the individual service's price on a stand-alone basis. For both the three months ended March 31, 2011 and 2010, approximately 2.8% of Cable Communications revenue was derived from franchise and other regulatory fees.

- (b) Our Cable Networks segment consists primarily of the Comcast Content Business and the historical NBCUniversal national cable programming networks, international entertainment and news and information networks, certain digital media properties and our cable television production operations.
- (c) Our Broadcast Television segment consists primarily of the NBC Network and its owned NBC affiliated local television stations, the Telemundo Network and its owned Telemundo affiliated local television stations, our television production operations, and our related digital media properties.
- (d) Our Filmed Entertainment segment consists of the operations of Universal Pictures, which produces, acquires, markets and distributes filmed entertainment and stage plays worldwide in various media formats for theatrical, home entertainment, television and other distribution platforms.
- (e) Our Theme Parks segment consists primarily of Universal Studios Hollywood theme park, Wet 'n Wild water park, and fees for intellectual property licenses and other services from third parties that own and operate Universal Studios Japan and Universal Studios Singapore, as well as our 50% equity interest in UCDP and related fees.
- (f) NBCUniversal Headquarters and Other activities include costs associated with overhead and allocations, employee benefits and other initiatives.
- (g) Corporate and Other activities include Comcast Spectacor, corporate activities and all other businesses not presented in our other segments.
- (h) Included in the Eliminations columns are transactions that our segments enter into with one another. The most common types of transactions are the following:
  - our Cable Networks and Broadcast Television segments generate revenue by selling programming to our Cable Communications segment, which represents a substantial majority of the revenue elimination amount
  - our Cable Communications segment receives incentives offered by our Cable Networks segment when negotiating programming contracts that are recorded as a reduction to programming expenses
  - our Cable Communications segment generates revenue by selling advertising and by selling the use of satellite feeds to our Cable Networks segment
  - our Filmed Entertainment segment generates revenue by licensing content to our Cable Networks and Broadcast Television segments
- (i) Non-U.S. revenue, primarily in Europe and Asia, for the three months ended March 31, 2011, was approximately \$621 million. Non-U.S. revenue was not significant for the three months ended March 31, 2010. No single customer accounted for a significant amount of our revenue in any period.
- (j) We use operating income (loss) before depreciation and amortization, excluding impairments related to fixed and intangible assets and gains or losses from the sale of assets, if any, to measure the profit or loss of our operating segments. This measure eliminates the significant level of noncash depreciation and amortization expense that results from the capital-intensive nature of our businesses and from intangible assets recognized in business combinations. It is also unaffected by our capital structure or investment activities. In the Theme Parks segment, we also include the equity in income (loss) of investees in measuring operating income (loss) before depreciation and amortization. This amount is not included when we measure total NBCUniversal and our consolidated operating income (loss) before depreciation and amortization. We use this measure to evaluate our consolidated operating performance, the operating performance of our operating segments and to allocate resources and capital to our operating segments. It is also a significant performance measure in our annual incentive compensation programs. We believe that this measure is useful to investors because it is one of the bases for comparing our operating performance with other companies in our industries, although our measure may not be directly comparable to similar measures used by other companies. This measure should not be considered a substitute for operating income (loss), net income (loss) attributable to Comcast Corporation, net cash provided by operating activities, or other measures of performance or liquidity reported in accordance with GAAP.

## **Note 18: Condensed Consolidating Financial Information**

Comcast Corporation and four of our 100% owned cable holding company subsidiaries, Comcast Cable Communications, LLC ("CCCL"), Comcast MO Group, Inc. ("Comcast MO Group"), Comcast Cable Holdings, LLC ("CCH") and Comcast MO of Delaware, LLC ("Comcast MO of Delaware"), have fully and unconditionally guaranteed each other's debt securities. Comcast MO Group, CCH and Comcast MO of Delaware are collectively referred to as the "Combined CCHMO Parents."

Comcast Corporation provides an unconditional subordinated guarantee of the \$185 million principal amount currently outstanding of Comcast Holdings' ZONES due October 2029 and the \$202 million principal amount currently outstanding of Comcast Holdings' 10<sup>3</sup>/<sub>8</sub>% senior subordinated debentures due 2012. Comcast Corporation does not guarantee the \$62 million principal amount currently outstanding of Comcast Holdings' ZONES due November 2029.

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As a result of the NBCUniversal transaction on January 28, 2011, our investments in NBCUniversal Holdings are held by the Comcast Corporation Parent (“Comcast Parent”) and Comcast Holdings. Certain entities of the Comcast Content Business were subsidiaries of Comcast Holdings. Since these entities were contributed to NBCUniversal Holdings, they are included with the Comcast Parent’s investment in NBCUniversal Holdings. However, the operations of these businesses are presented in the non-guarantor subsidiaries column. Our condensed consolidating financial information is presented in the tables below.

**Comcast Corporation**  
**Condensed Consolidating Balance Sheet**  
**March 31, 2011**

(in millions)	Comcast Parent	CCCL Parent	Combined CCHMO Parents	Comcast Holdings	Non- Guarantor Subsidiaries	Elimination and Consolidation Adjustments	Consolidated Comcast Corporation
<b>ASSETS</b>							
Cash and cash equivalents	\$ —	\$ —	\$ —	\$ —	\$ 1,822	\$ —	\$ 1,822
Investments	—	—	—	—	74	—	74
Receivables, net	—	—	—	—	3,708	—	3,708
Programming rights	—	—	—	—	776	—	776
Other current assets	160	2	1	—	1,004	—	1,167
<b>Total current assets</b>	<b>160</b>	<b>2</b>	<b>1</b>	<b>—</b>	<b>7,384</b>	<b>—</b>	<b>7,547</b>
Film and television costs	—	—	—	—	4,945	—	4,945
Investments	—	—	—	—	10,711	—	10,711
Investments in and amounts due from subsidiaries eliminated upon consolidation	71,906	90,746	48,009	89,877	48,782	(349,320)	—
Property and equipment, net	272	—	—	—	24,639	—	24,911
Franchise rights	—	—	—	—	59,442	—	59,442
Goodwill	—	—	—	—	27,001	—	27,001
Other intangible assets, net	9	—	—	—	17,716	—	17,725
Other noncurrent assets, net	1,027	37	4	148	1,542	(781)	1,977
<b>Total assets</b>	<b>\$73,374</b>	<b>\$90,785</b>	<b>\$48,014</b>	<b>\$90,025</b>	<b>\$ 202,162</b>	<b>\$ (350,101)</b>	<b>\$ 154,259</b>
<b>LIABILITIES AND EQUITY</b>							
Accounts payable and accrued expenses related to trade creditors	\$ 7	\$ —	\$ —	\$ —	\$ 4,851	\$ —	\$ 4,858
Accrued participations and residuals	—	—	—	—	1,152	—	1,152
Accrued expenses and other current liabilities	955	259	32	259	3,936	—	5,441
Current portion of long-term debt	1,690	—	563	—	43	—	2,296
<b>Total current liabilities</b>	<b>2,652</b>	<b>259</b>	<b>595</b>	<b>259</b>	<b>9,982</b>	<b>—</b>	<b>13,747</b>
Long-term debt, less current portion	22,747	3,955	1,770	307	9,351	—	38,130
Deferred income taxes	—	—	—	712	28,845	(638)	28,919
Other noncurrent liabilities	1,647	—	—	—	10,113	(143)	11,617
Redeemable noncontrolling interests	—	—	—	—	15,239	—	15,239
Equity:							
Common stock	31	—	—	—	—	—	31
Other shareholders’ equity	46,297	86,571	45,649	88,747	128,353	(349,320)	46,297
<b>Total Comcast Corporation shareholders’ equity</b>	<b>46,328</b>	<b>86,571</b>	<b>45,649</b>	<b>88,747</b>	<b>128,353</b>	<b>(349,320)</b>	<b>46,328</b>
Noncontrolling interests	—	—	—	—	279	—	279
<b>Total equity</b>	<b>46,328</b>	<b>86,571</b>	<b>45,649</b>	<b>88,747</b>	<b>128,632</b>	<b>(349,320)</b>	<b>46,607</b>
<b>Total liabilities and equity</b>	<b>\$73,374</b>	<b>\$90,785</b>	<b>\$48,014</b>	<b>\$90,025</b>	<b>\$ 202,162</b>	<b>\$ (350,101)</b>	<b>\$ 154,259</b>

**Comcast Corporation**  
**Condensed Consolidating Balance Sheet**  
**December 31, 2010**

(in millions)	Comcast Parent	CCCL Parent	Combined CCHMO Parents	Comcast Holdings	Non- Guarantor Subsidiaries	Elimination and Consolidation Adjustments	Consolidated Comcast Corporation
<b>ASSETS</b>							
Cash and cash equivalents	\$ —	\$ —	\$ —	\$ —	\$ 5,984	\$ —	\$ 5,984
Investments	—	—	—	—	81	—	81
Receivables, net	—	—	—	—	1,855	—	1,855
Programming rights	—	—	—	—	122	—	122
Other current assets	162	—	—	—	682	—	844
<b>Total current assets</b>	<b>162</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>8,724</b>	<b>—</b>	<b>8,886</b>
Film and television costs	—	—	—	—	460	—	460
Investments	—	—	—	—	6,670	—	6,670
Investments in and amounts due from subsidiaries eliminated upon consolidation	68,987	90,076	52,652	72,629	12,339	(296,683)	—
Property and equipment, net	278	—	—	—	23,237	—	23,515
Franchise rights	—	—	—	—	59,442	—	59,442
Goodwill	—	—	—	—	14,958	—	14,958
Other intangible assets, net	10	—	—	—	3,421	—	3,431
Other noncurrent assets, net	1,128	45	—	148	670	(819)	1,172
<b>Total assets</b>	<b>\$70,565</b>	<b>\$90,121</b>	<b>\$52,652</b>	<b>\$72,777</b>	<b>\$129,921</b>	<b>\$ (297,502)</b>	<b>\$ 118,534</b>
<b>LIABILITIES AND EQUITY</b>							
Accounts payable and accrued expenses related to trade creditors	\$ 6	\$ 3	\$ —	\$ —	\$ 3,282	\$ —	\$ 3,291
Accrued expenses and other current liabilities	1,038	187	74	266	1,578	—	3,143
Current portion of long-term debt	755	1,000	—	—	45	—	1,800
<b>Total current liabilities</b>	<b>1,799</b>	<b>1,190</b>	<b>74</b>	<b>266</b>	<b>4,905</b>	<b>—</b>	<b>8,234</b>
Long-term debt, less current portion	22,754	3,963	2,339	310	249	—	29,615
Deferred income taxes	—	—	—	704	28,218	(676)	28,246
Other noncurrent liabilities	1,658	—	—	—	6,347	(143)	7,862
Redeemable noncontrolling interests	—	—	—	—	143	—	143
Equity:							
Common stock	32	—	—	—	—	—	32
Other shareholders' equity	44,322	84,968	50,239	71,497	89,979	(296,683)	44,322
<b>Total Comcast Corporation shareholders' equity</b>	<b>44,354</b>	<b>84,968</b>	<b>50,239</b>	<b>71,497</b>	<b>89,979</b>	<b>(296,683)</b>	<b>44,354</b>
Noncontrolling interests	—	—	—	—	80	—	80
<b>Total equity</b>	<b>44,354</b>	<b>84,968</b>	<b>50,239</b>	<b>71,497</b>	<b>90,059</b>	<b>(296,683)</b>	<b>44,434</b>
<b>Total liabilities and equity</b>	<b>\$70,565</b>	<b>\$90,121</b>	<b>\$52,652</b>	<b>\$72,777</b>	<b>\$129,921</b>	<b>\$ (297,502)</b>	<b>\$ 118,534</b>

**Comcast Corporation**  
**Condensed Consolidating Statement of Income**  
**For the Three Months Ended March 31, 2011**

(in millions)	Comcast Parent	CCCL Parent	Combined CCHMO Parents	Comcast Holdings	Non- Guarantor Subsidiaries	Elimination and Consolidation Adjustments	Consolidated Comcast Corporation
<b>Revenue:</b>							
Service revenue	\$ —	\$ —	\$ —	\$ —	\$ 12,128	\$ —	\$ 12,128
Management fee revenue	198	185	115	—	—	(498)	—
	198	185	115	—	12,128	(498)	12,128
<b>Costs and Expenses:</b>							
Operating costs and expenses (excluding depreciation and amortization)	148	185	115	5	8,107	(498)	8,062
Depreciation	7	—	—	—	1,479	—	1,486
Amortization	1	—	—	—	355	—	356
	156	185	115	5	9,941	(498)	9,904
Operating income (loss)	42	—	—	(5)	2,187	—	2,224
<b>Other Income (Expense):</b>							
Interest expense	(361)	(91)	(43)	(8)	(102)	—	(605)
Investment income (loss), net	1	—	—	4	84	—	89
Equity in net income (losses) of investees, net	1,161	1,323	794	1,292	(37)	(4,570)	(37)
Other income (expense), net	(17)	—	—	1	(20)	—	(36)
	784	1,232	751	1,289	(75)	(4,570)	(589)
Income (loss) before income taxes	826	1,232	751	1,284	2,112	(4,570)	1,635
Income tax (expense) benefit	117	32	15	3	(763)	—	(596)
Net income (loss) from consolidated operations	943	1,264	766	1,287	1,349	(4,570)	1,039
Net (income) loss attributable to noncontrolling interests	—	—	—	—	(96)	—	(96)
<b>Net income (loss) attributable to Comcast Corporation</b>	<b>\$ 943</b>	<b>\$ 1,264</b>	<b>\$ 766</b>	<b>\$ 1,287</b>	<b>\$ 1,253</b>	<b>\$ (4,570)</b>	<b>\$ 943</b>

**Comcast Corporation**  
**Condensed Consolidating Statement of Income**  
**For the Three Months Ended March 31, 2010**

(in millions)	Comcast Parent	CCCL Parent	Combined CCHMO Parents	Comcast Holdings	Non- Guarantor Subsidiaries	Elimination and Consolidation Adjustments	Consolidated Comcast Corporation
<b>Revenue:</b>							
Service revenue	\$ —	\$ —	\$ —	\$ —	\$ 9,202	\$ —	\$ 9,202
Management fee revenue	196	237	110	—	—	(543)	—
	196	237	110	—	9,202	(543)	9,202
<b>Costs and Expenses:</b>							
Operating costs and expenses (excluding depreciation and amortization)	112	237	110	14	5,707	(543)	5,637
Depreciation	7	—	—	—	1,372	—	1,379
Amortization	—	—	—	—	251	—	251
	119	237	110	14	7,330	(543)	7,267
Operating income (loss)	77	—	—	(14)	1,872	—	1,935
<b>Other Income (Expense):</b>							
Interest expense	(335)	(102)	(43)	(8)	(36)	—	(524)
Investment income (loss), net	2	—	—	1	98	—	101
Equity in net income (losses) of investees, net	1,041	1,170	682	1,155	(32)	(4,048)	(32)
Other income (expense), net	(13)	—	—	—	3	—	(10)
	695	1,068	639	1,148	33	(4,048)	(465)
Income (loss) before income taxes	772	1,068	639	1,134	1,905	(4,048)	1,470
Income tax (expense) benefit	94	35	15	7	(742)	—	(591)
Net income (loss) from consolidated operations	866	1,103	654	1,141	1,163	(4,048)	879
Net (income) loss attributable to noncontrolling interests	—	—	—	—	(13)	—	(13)
<b>Net income (loss) attributable to Comcast Corporation</b>	<b>\$ 866</b>	<b>\$ 1,103</b>	<b>\$ 654</b>	<b>\$ 1,141</b>	<b>\$ 1,150</b>	<b>\$ (4,048)</b>	<b>\$ 866</b>

**Comcast Corporation**  
**Condensed Consolidating Statement of Cash Flows**  
**For the Three Months Ended March 31, 2011**

(in millions)	Comcast Parent	CCCL Parent	Combined CCHMO Parents	Comcast Holdings	Non- Guarantor Subsidiaries	Elimination and Consolidation Adjustments	Consolidated Comcast Corporation
Net cash provided by (used in) operating activities	\$ (210)	\$ 24	\$ (75)	\$ (15)	\$ 3,744	\$ —	\$ 3,468
<b>Investing Activities:</b>							
Net transactions with affiliates	(102)	976	75	15	(964)	—	—
Capital expenditures	(2)	—	—	—	(1,104)	—	(1,106)
Cash paid for intangible assets	—	—	—	—	(123)	—	(123)
Acquisitions, net of cash acquired	—	—	—	—	(5,658)	—	(5,658)
Proceeds from sales of investments	—	—	—	—	18	—	18
Purchases of investments	—	—	—	—	(16)	—	(16)
Other	—	—	—	—	(2)	—	(2)
Net cash provided by (used in) investing activities	(104)	976	75	15	(7,849)	—	(6,887)
<b>Financing Activities:</b>							
Proceeds from (repayments of) short-term borrowings, net	1,688	—	—	—	(11)	—	1,677
Proceeds from borrowings	—	—	—	—	—	—	—
Repurchases and repayments of debt	(750)	(1,000)	—	—	(9)	—	(1,759)
Repurchases of common stock	(525)	—	—	—	—	—	(525)
Dividends paid	(261)	—	—	—	—	—	(261)
Distributions to noncontrolling interests	—	—	—	—	(46)	—	(46)
Other	162	—	—	—	9	—	171
Net cash provided by (used in) financing activities	314	(1,000)	—	—	(57)	—	(743)
Increase (decrease) in cash and cash equivalents	—	—	—	—	(4,162)	—	(4,162)
Cash and cash equivalents, beginning of period	—	—	—	—	5,984	—	5,984
<b>Cash and cash equivalents, end of period</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ 1,822</b>	<b>\$ —</b>	<b>\$ 1,822</b>



**Comcast Corporation**  
**Condensed Consolidating Statement of Cash Flows**  
**For the Three Months Ended March 31, 2010**

(in millions)	Comcast Parent	CCCL Parent	Combined CCHMO Parents	Comcast Holdings	Non- Guarantor Subsidiaries	Elimination and Consolidation Adjustments	Consolidated Comcast Corporation
Net cash provided by (used in) operating activities	\$(1,178)	\$ 25	\$ (76)	\$ (19)	\$ 4,151	\$ —	\$ 2,903
<b>Investing Activities:</b>							
Net transactions with affiliates	12	(25)	76	19	(82)	—	—
Capital expenditures	(1)	—	—	—	(924)	—	(925)
Cash paid for intangible assets	—	—	—	—	(117)	—	(117)
Acquisitions, net of cash acquired	—	—	—	—	(172)	—	(172)
Proceeds from sales of investments	—	—	—	—	1	—	1
Purchases of investments	—	—	—	—	(24)	—	(24)
Other	—	—	—	—	(19)	—	(19)
Net cash provided by (used in) investing activities	11	(25)	76	19	(1,337)	—	(1,256)
<b>Financing Activities:</b>							
Proceeds from borrowings	2,394	—	—	—	14	—	2,408
Repurchases and repayments of debt	(600)	—	—	—	(12)	—	(612)
Repurchases of common stock	(300)	—	—	—	—	—	(300)
Dividends paid	(268)	—	—	—	—	—	(268)
Distributions to noncontrolling interests	—	—	—	—	(18)	—	(18)
Other	(59)	—	—	—	14	—	(45)
Net cash provided by (used in) financing activities	1,167	—	—	—	(2)	—	1,165
Increase (decrease) in cash and cash equivalents	—	—	—	—	2,812	—	2,812
Cash and cash equivalents, beginning of period	—	—	—	—	671	—	671
<b>Cash and cash equivalents, end of period</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ 3,483</b>	<b>\$ —</b>	<b>\$ 3,483</b>

## ITEM 2: MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

### Overview

We are a leading provider of entertainment, information and communications products and services. On January 28, 2011, we closed our transaction with General Electric Company ("GE") in which we acquired control of the businesses of NBCUniversal, Inc. (now named NBCUniversal Media, LLC ("NBCUniversal")). As a result of the NBCUniversal transaction, we now present five reportable segments: Cable Communications (previously our Cable segment), Cable Networks, Broadcast Television, Filmed Entertainment and Theme Parks. The operations of our national programming networks (previously presented in our Programming segment), our regional sports and news networks (previously presented in our Cable segment) and our contributed Comcast Interactive Media businesses (previously presented in Corporate and Other) are presented within the Cable Networks segment. Our Cable Networks, Broadcast Television, Filmed Entertainment and Theme Parks segments are the NBCUniversal businesses and referred to as the "NBCUniversal segments." The businesses of Comcast Interactive Media that were not contributed to NBCUniversal are included in our Cable Communications segment. Additional information about the transaction is discussed below under the heading "NBCUniversal Transaction."

### Cable Communications

Our Cable Communications segment is one of the nation's leading providers of video, high-speed Internet and phone services ("cable services") to residential and business customers. As of March 31, 2011, our cable systems served approximately 22.8 million video customers, 17.4 million high-speed Internet customers and 8.9 million phone customers and passed more than 52 million homes and businesses in 39 states and the District of Columbia. We report the results of our cable system operations as our Cable Communications segment, which represented approximately 75% of our consolidated revenue during the three months ended March 31, 2011.

### NBCUniversal

NBCUniversal is a leading media and entertainment company that develops, produces and distributes entertainment, news and information, sports and other content to global audiences. Our Cable Networks segment consists primarily of our national cable programming networks, our regional sports and news networks, our international entertainment and news and information networks, certain digital media properties, which consist primarily of brand-aligned websites, and our cable television production operations.

Our Broadcast Television segment consists primarily of the NBC Network and its owned NBC affiliated local television stations, the Telemundo Network and its owned Telemundo affiliated local television stations, our broadcast television production operations, and related digital media properties, which consist primarily of brand-aligned websites.

Our Filmed Entertainment consists of the operations of Universal Pictures, which produces, acquires, markets and distributes filmed entertainment and stage plays worldwide in various media formats for theatrical, home entertainment, television and other distribution platforms.

Our Theme Parks segment consists primarily of the Universal Studios Hollywood theme park, Wet 'n Wild water park and fees from intellectual property licenses and other services from third parties that own and operate Universal Studios Japan and Universal Studios Singapore. Also included in our Theme Park segment is our 50% interest in Universal City Development Partners ("UCDP"), which owns Universal Studios Florida and Universal's Islands of Adventure.

### Significant Developments

The following are the more significant developments in our businesses during the three months ended March 31, 2011:

- the close of the NBCUniversal transaction on January 28, 2011; see "NBCUniversal Transaction" below for additional information

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- an increase in consolidated revenue of 31.8% to \$12.1 billion and an increase in consolidated operating income of 14.9% to \$2.2 billion
- an increase in Cable Communications segment revenue of 5.8% to \$9.1 billion and an increase in Cable Communications segment operating income before depreciation and amortization of 7.7% to \$3.7 billion
- an increase in Cable Communications business services revenue of 49.9% to \$394 million
- an increase resulting from the acquired NBCUniversal businesses to revenue of \$2.2 billion and to operating income before depreciation and amortization of \$212 million
- the addition of 418,000 high-speed Internet customers and 260,000 phone customers; and a decrease of 39,000 video customers
- an increase in Cable Communications segment capital expenditures of 15.4% to \$1.1 billion
- the repurchase of approximately 23 million shares of our Class A Special common stock under our share repurchase authorization for approximately \$525 million
- the payment of \$261 million in dividends

### **NBCUniversal Transaction**

On January 28, 2011, we closed our transaction with GE to form a new company named NBCUniversal, LLC (“NBCUniversal Holdings”). We now control and own 51% of NBCUniversal Holdings and GE owns the remaining 49%. As part of the NBCUniversal transaction, GE contributed the existing businesses of NBCUniversal, which is now a wholly owned subsidiary of NBCUniversal Holdings. The NBCUniversal contributed businesses include its national cable programming networks, the NBC Network and its owned NBC affiliated local television stations, the Telemundo Network and its owned Telemundo affiliated local television stations, Universal Pictures filmed entertainment, the Universal Studios Hollywood theme park, and other related assets. We contributed our national cable programming networks, our regional sports and news networks, certain of our Internet businesses, including DailyCandy and Fandango, and other related assets (the “Comcast Content Business”). In addition to contributing the Comcast Content Business, we also made a cash payment to GE of \$6.2 billion, which included various transaction-related costs. We expect to receive tax benefits related to the transaction and have agreed to share with GE certain of these future tax benefits, as they are realized.

In connection with the NBCUniversal transaction, NBCUniversal issued \$9.1 billion of senior debt securities with maturities ranging from 2014 to 2041 and repaid approximately \$1.7 billion of existing debt during 2010. Prior to the closing, NBCUniversal made a cash distribution of approximately \$7.4 billion to GE.

We have incurred significant transaction costs directly related to the NBCUniversal transaction. The incremental expenses related to legal, accounting and valuation services and investment banking fees are reflected in operating costs and expenses. We also incurred certain financing costs and other shared costs with GE associated with NBCUniversal debt facilities that were entered into in December 2009 and with the issuance of NBCUniversal’s senior notes in 2010, which are included in other income (expense), net and interest expense.

In addition, during the three months ended March 31, 2011, NBCUniversal incurred transaction-related costs associated with severance and other related compensation charges which are included in operating costs and expenses.

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The table below presents the amounts related to these expenses included in our consolidated statement of income.

(in millions)	Three Months Ended March 31	
	2011	2010
<b>Operating costs and expenses</b>		
Transaction costs	\$ 63	\$ 14
Transaction-related costs	44	—
<b>Total operating costs and expenses</b>	<b>107</b>	<b>14</b>
Other expense	16	13
Interest expense	—	2
<b>Total</b>	<b>\$ 123</b>	<b>\$ 29</b>

Because we now control NBCUniversal Holdings, we have applied acquisition accounting to the NBCUniversal contributed businesses and their results of operations are included in our consolidated results of operations following the acquisition date. The assets and liabilities of the NBCUniversal contributed businesses were recorded at their estimated fair value. In valuing acquired assets and liabilities, fair value estimates are based on, but are not limited to, future expected cash flows, market rate assumptions for contractual obligations, actuarial assumptions for benefit plans, settlement plans for litigation and contingencies, and appropriate discount rates. The acquisition adjustments have a significant impact on depreciation and amortization expense and also impact film and television costs, which are included in operating costs and expenses. The estimated values are not finalized and are subject to change, and the changes could be significant. We will finalize the amounts recognized as we obtain the information necessary to complete the analysis. We will finalize these amounts as soon as possible but no later than one year from the acquisition date. The Comcast Content Business continues at its historical or carry-over basis.

## Consolidated Operating Results

(in millions)	Three Months Ended March 31		Increase/ (Decrease)
	2011	2010	
<b>Revenue</b>	<b>\$12,128</b>	<b>\$ 9,202</b>	<b>31.8%</b>
Costs and expenses:			
Operating costs and expenses (excluding depreciation and amortization)	8,062	5,637	43.0
Depreciation	1,486	1,379	7.8
Amortization	356	251	41.9
<b>Operating income</b>	<b>2,224</b>	<b>1,935</b>	<b>14.9</b>
Other income (expense) items, net	(589)	(465)	26.7
Income before income taxes	1,635	1,470	11.2
Income tax expense	(596)	(591)	0.9
Net income from consolidated operations	1,039	879	18.1
Net (income) loss attributable to noncontrolling interests	(96)	(13)	NM
<b>Net income attributable to Comcast Corporation</b>	<b>\$ 943</b>	<b>\$ 866</b>	<b>9.0%</b>

All percentages are calculated based on actual amounts. Minor differences may exist due to rounding. Percentage changes that are considered not meaningful are denoted with NM.

The comparability of our consolidated results of operations was impacted by the NBCUniversal transaction, which closed on January 28, 2011. NBCUniversal's results of operations are included in our consolidated financial statements following the acquisition date.

### Consolidated Revenue

Our Cable Communications segment and the NBCUniversal segments accounted for substantially all of the increase in consolidated revenue for the three months ended March 31, 2011 compared to the same period in

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2010. For the three months ended March 31, 2011, \$2.2 billion of the increase was related to the addition of the NBCUniversal contributed businesses. The remaining changes in consolidated revenue related to our other business activities, primarily Comcast Spectacor. Revenue for our Cable Communications and NBCUniversal segments is discussed separately under the heading “Segment Operating Results.”

### **Consolidated Operating Costs and Expenses**

Our Cable Communications segment and the NBCUniversal segments accounted for substantially all of the increase in consolidated operating costs and expenses for the three months ended March 31, 2011 compared to the same period in 2010. For the three months ended March 31, 2011, \$2 billion of the increase was related to the addition of the NBCUniversal contributed businesses. The remaining changes in consolidated operating costs and expenses related to our other business activities, primarily Comcast Spectacor, and costs associated with the NBCUniversal transaction of \$63 million for the three months ended March 31, 2011. Operating costs and expenses for our Cable Communications and NBCUniversal segments are discussed separately under the heading “Segment Operating Results.”

### **Consolidated Depreciation and Amortization**

Consolidated depreciation expense and amortization expense increased primarily as a result of the NBCUniversal transaction. For the three months ended March 31, 2011, \$154 million of the increase in consolidated depreciation and amortization was related to the addition of the NBCUniversal contributed businesses. Depreciation in our Cable Communications segment increased for the three months ended March 31, 2011 compared to the same period in 2010 primarily due to an increase in capital spending.

### **Segment Operating Results**

Beginning in the first quarter of 2011, we changed our reportable segments as a result of the close of the NBCUniversal transaction on January 28, 2011. We have recast our segment presentation for the three months ended March 31, 2010 to reflect our current operating segments.

Our segment operating results are presented based on how we assess operating performance and internally report financial information. We use operating income (loss) before depreciation and amortization, excluding impairments related to fixed and intangible assets and gains or losses from the sale of assets, if any, as the measure of profit or loss for our operating segments. This measure eliminates the significant level of noncash depreciation and amortization expense that results from the capital-intensive nature of our businesses and from intangible assets recognized in business combinations. Additionally, it is unaffected by our capital structure or investment activities. In the Theme Parks segment, we also include the equity in income (loss) of investees in measuring operating income (loss) before depreciation and amortization. This amount is not included when we measure total NBCUniversal and our consolidated operating income (loss) before depreciation and amortization. We use this measure to evaluate our consolidated operating performance and the operating performance of our operating segments and to allocate resources and capital to our operating segments. It is also a significant performance measure in our annual incentive compensation programs. We believe that this measure is useful to investors because it is one of the bases for comparing our operating performance with that of other companies in our industries, although our measure may not be directly comparable to similar measures used by other companies. Because we use operating income (loss) before depreciation and amortization to measure our segment profit or loss, we reconcile it to operating income, the most directly comparable financial measure calculated and presented in accordance with generally accepted accounting principles in the United States (“GAAP”) in the business segment footnote to our consolidated financial statements (see Note 17 to our consolidated financial statements). This measure should not be considered a substitute for operating income (loss), net income (loss) attributable to Comcast Corporation, net cash provided by operating activities, or other measures of performance or liquidity we have reported in accordance with GAAP.

## Cable Communications Segment Results of Operations

(in millions)	Three Months Ended		Increase/(Decrease)	
	2011	March 31 2010	\$	%
<b>Revenue</b>				
Video	\$ 4,891	\$ 4,808	\$ 83	1.7%
High-speed Internet	2,106	1,936	170	8.8
Phone	860	808	52	6.5
Advertising	455	412	43	10.4
Business services	394	263	131	49.9
Other	378	356	22	6.1
<b>Total revenue</b>	<b>9,084</b>	<b>8,583</b>	<b>501</b>	<b>5.8</b>
<b>Operating costs and expenses</b>				
Programming	1,973	1,864	109	5.9
Technical labor	584	561	23	4.1
Customer service	464	454	10	2.3
Marketing	568	491	77	15.7
Other	1,746	1,733	13	0.7
<b>Total operating costs and expenses</b>	<b>5,335</b>	<b>5,103</b>	<b>232</b>	<b>4.6</b>
<b>Operating income before depreciation and amortization</b>	<b>\$ 3,749</b>	<b>\$ 3,480</b>	<b>\$ 269</b>	<b>7.7%</b>

### Customer Metrics

(in thousands)	Customers		Net Additional Customers	
	March 31, 2011	March 31, 2010	March 31, 2011	March 31, 2010
Video customers	22,763	23,477	(39)	(82)
High-speed Internet customers	17,406	16,329	418	399
Phone	8,870	7,895	260	273

### Cable Communications Segment—Revenue

Our average monthly total revenue per video customer for the three months ended March 31, 2011 increased to approximately \$133 from approximately \$122 for the three months ended March 31, 2010. The increase in average monthly total revenue per video customer was primarily due to an increased number of customers receiving multiple services, rate adjustments and a higher contribution from business services.

#### Video

Our video revenue increased during the three months ended March 31, 2011 compared to the same period in 2010 primarily due to rate adjustments and customer upgrades to our digital and advanced services, which consist of high-definition television (“HDTV”) and digital video recorder (“DVR”); these increases were offset by declines in the number of lower tier residential video customers. During the three months ended March 31, 2011, the number of video customers decreased primarily due to competitive pressures in our service areas and weakness in the economy. We expect further declines in the number of residential video customers during the remainder of 2011 for similar reasons. As of March 31, 2011, 88% of our 22.8 million video customers subscribed to at least one of our digital video services.

#### High-Speed Internet

Our high-speed Internet revenue increased during the three months ended March 31, 2011 compared to the same period in 2010 primarily due to increases in the number of residential customers and rate adjustments.

#### Phone

Our phone revenue increased during the three months ended March 31, 2011 compared to the same period in 2010 primarily due to increases in the number of residential customers.

**Advertising**

Our advertising revenue increased during the three months ended March 31, 2011 compared to the same period in 2010 primarily due to improvements in the overall television advertising market.

**Business Services**

Our business services revenue increased during the three months ended March 31, 2011 compared to the same period in 2010 primarily due to increases in the number of customers.

**Other**

Other revenue includes revenue generated from franchise and other regulatory fees, our digital media center, commissions from electronic retailing networks and fees from other services.

**Cable Communications Segment—Operating Costs and Expenses**

Programming expenses increased during the three months ended March 31, 2011 compared to the same period in 2010 primarily due to increased rates, additional digital customers and additional programming options offered. Technical labor expenses increased during the three months ended March 31, 2011 compared to the same period in 2010 primarily due to increases in base pay, overtime, benefits and taxes. Customer service expenses increased during the three months ended March 31, 2011 compared to the same period in 2010 primarily due to higher activity levels associated with an increase in the number of customers. Marketing expenses increased during the three months ended March 31, 2011 compared to the same period in 2010 primarily due to an increase in spending associated with the continued expansion of business services and costs associated with the Xfinity brand and competitive marketing.

**NBCUniversal Segments**

The discussion below compares actual results with the pro forma results for the NBCUniversal segments. Management believes reviewing our operating results by combining actual and pro forma results for the NBCUniversal segments is more useful in identifying trends in; or reaching conclusions regarding the overall operating performance of these segments. Our pro forma segment information includes adjustments as if the NBCUniversal transaction occurred on January 1, 2010. Our pro forma data is also adjusted for the effects of acquisition accounting and eliminating the costs and expenses directly related to the transaction, but does not include adjustments for costs related to integration activities, cost savings or synergies that have been or may be achieved by the combined businesses. Pro forma amounts are not necessarily indicative of what our results would have been had we operated the NBCUniversal contributed businesses since January 1, 2010, nor of our future results.

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The operating results of the NBCUniversal segments are presented in the table below.

(in millions)	2011			2010			Pro Forma Combined Increase/(Decrease)	
	Actual <sup>(a)</sup>	Pro Forma <sup>(b)</sup>	Pro Forma Combined <sup>(c)</sup>	Actual <sup>(a)</sup>	Pro Forma <sup>(b)</sup>	Pro Forma Combined <sup>(c)</sup>	\$	%
	Three Months Ended March 31	For the Period January 1 through January 28	Three Months Ended March 31	Comcast Content Business	NBCUniversal Businesses	Three Months Ended March 31		
<b>Revenue</b>								
Cable Networks	\$ 1,632	\$ 388	\$ 2,020	\$ 638	\$ 1,145	\$ 1,783	\$ 237	13.3%
Broadcast Television	888	464	1,352	—	2,078	2,078	(726)	(34.9)
Filmed Entertainment	622	353	975	—	1,061	1,061	(86)	(8.2)
Theme Parks	68	27	95	—	82	82	13	16.1
Headquarters, other and eliminations	(67)	(27)	(94)	—	(88)	(88)	(6)	(5.4)
<b>Total revenue</b>	<b>\$ 3,143</b>	<b>\$ 1,205</b>	<b>\$ 4,348</b>	<b>\$ 638</b>	<b>\$ 4,278</b>	<b>\$ 4,916</b>	<b>\$ (568)</b>	<b>(11.5)%</b>
<b>Operating Income Before Depreciation and Amortization</b>								
Cable Networks	\$ 665	\$ 152	\$ 817	\$ 188	\$ 574	\$ 762	\$ 55	7.2%
Broadcast Television	35	(15)	20	—	(182)	(182)	202	NM
Filmed Entertainment	(143)	(3)	(146)	—	(12)	(12)	(134)	NM
Theme Parks	33	8	41	—	(5)	(5)	46	NM
Headquarters, other and eliminations	(132)	(104)	(236)	—	(90)	(90)	(146)	NM
<b>Total operating income before depreciation and amortization</b>	<b>\$ 458</b>	<b>\$ 38</b>	<b>\$ 496</b>	<b>\$ 188</b>	<b>\$ 285</b>	<b>\$ 473</b>	<b>\$ 23</b>	<b>4.9%</b>

(a) Actual amounts include the results of operations for the Comcast Content Business for the three months ended March 31, 2011 and 2010 and the results of operations for the NBCUniversal acquired businesses for the period January 29, 2011 through March 31, 2011.

(b) Pro forma amounts include the results of operations for the NBCUniversal acquired businesses from January 1, 2011 through January 28, 2011 and for the three months ended March 31, 2010. These amounts also include pro forma adjustments as if the NBCUniversal transaction occurred on January 1, 2010 including the effects of acquisition accounting and eliminating operating costs and expenses directly related to the transaction, but do not include adjustments for costs related to integration activities, cost savings or synergies that have been or may be achieved by the combined businesses. Pro forma amounts are not necessarily indicative of what the results would have been had we operated the businesses since January 1, 2010. Total pro forma adjustments increased operating income before depreciation and amortization by \$3 million and \$36 million for the period January 1 through January 28, 2011 and the three months ended March 31, 2010, respectively.

(c) Pro forma combined amounts represent our pro forma results of operations as if the NBCUniversal transaction occurred on January 1, 2010 but are not necessarily indicative of what the results would have been had we operated the businesses since January 1, 2010.

### Cable Networks Segment—Actual and Pro Forma Results of Operations

Our Cable Networks segment consists primarily of our national cable entertainment networks (USA Network, Syfy, E!, Bravo, Oxygen, Style, G4, Chiller, Sleuth and Universal HD); our national news and information networks (CNBC, MSNBC and CNBC World); our national cable sports networks (Golf Channel and VERSUS); our regional sports and news networks; our international entertainment and news and information networks (including CNBC Europe, CNBC Asia and our Universal Networks International portfolio of networks); certain digital media properties consisting primarily of brand-aligned websites and other websites, such as DailyCandy, Fandango and iVillage; and our cable television production operations.



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	2011			2010			Pro Forma Combined Increase/(Decrease)	
	Actual <sup>(a)</sup>	Pro Forma <sup>(b)</sup>	Pro Forma Combined <sup>(c)</sup>	Actual <sup>(a)</sup>	Pro Forma <sup>(b)</sup>	Pro Forma Combined <sup>(c)</sup>		
	Three Months Ended March 31	For the period January 1 through January 28	Three Months Ended March 31	Comcast Content Business	NBCUniversal Businesses	Three Months Ended March 31		
(in millions)							\$	%
<b>Revenue</b>								
Distribution	\$ 913	\$ 188	\$ 1,101	\$ 392	\$ 584	\$ 976	\$ 125	12.8%
Advertising	607	162	769	203	470	673	96	14.3
Other	112	38	150	43	91	134	16	11.9
<b>Total revenue</b>	1,632	388	2,020	638	1,145	1,783	237	13.3
Operating costs and expenses	967	236	1,203	450	571	1,021	182	17.9
<b>Operating income before depreciation and amortization</b>	<b>\$ 665</b>	<b>\$ 152</b>	<b>\$ 817</b>	<b>\$ 188</b>	<b>\$ 574</b>	<b>\$ 762</b>	<b>\$ 55</b>	<b>7.2%</b>

(a) Actual amounts include the results of operations for the Comcast Content Business for the three months ended March 31, 2011 and 2010 and the results of operations for the NBCUniversal acquired businesses for the period January 29, 2011 through March 31, 2011.

(b) Pro forma amounts include the results of operations for the NBCUniversal acquired businesses from January 1, 2011 through January 28, 2011 and for the three months ended March 31, 2010. These amounts also include pro forma adjustments as if the NBCUniversal transaction occurred on January 1, 2010 including the effects of acquisition accounting and eliminating operating costs and expenses directly related to the transaction, but do not include adjustments for costs related to integration activities, cost savings or synergies that have been or may be achieved by the combined businesses. Pro forma amounts are not necessarily indicative of what the results would have been had we operated the businesses since January 1, 2010.

(c) Pro forma combined amounts represent our pro forma results of operations as if the NBCUniversal transaction occurred on January 1, 2010 but are not necessarily indicative of what the results would have been had we operated the businesses since January 1, 2010.

### Cable Networks Segment—Revenue

Our Cable Networks segment primarily generates revenue from distribution of our cable programming content and advertising. Distribution revenue is generated from distribution agreements with multichannel video providers. Advertising revenue is generated from the sale of commercial time on our national and international cable networks and related digital media properties. We also generate television production revenue from the exploitation of our owned programming.

Distribution revenue is affected by the number of subscribers receiving our cable programming networks and the fees we charge per subscriber for each of our cable networks. Our advertising revenue depends on audience ratings, the value of the demographics of our cable programming networks' viewers to advertisers and the number of advertising units we can place in our cable programming networks' programming schedules. Advertising revenue is affected by the strength of the advertising market, general economic conditions and the success of our programming. Our U.S. advertising revenue is also generally higher in the second and fourth quarters of each year due to seasonal increases in consumer advertising.

Pro forma combined distribution revenue increased for the three months ended March 31, 2011 compared to the same period in 2010 primarily due to rate increases and an increase in the number of subscribers to our cable programming networks. Pro forma combined advertising revenue increased for the three months ended March 31, 2011 compared to the same period in 2010 primarily due to increases in price and volume of advertising sold. Pro forma combined other revenue increased for the three months ended March 31, 2011 compared to the same period in 2010 primarily due to the domestic, international and online exploitation of our owned content. For the three months ended March 31, 2011, approximately 14% of our Cable Networks segment pro forma combined revenue was generated from our Cable Communications segment. These amounts are eliminated in our consolidated financial statements but are included in the amounts presented above.

### Cable Networks Segment—Operating Costs and Expenses

Our Cable Networks segment operating costs and expenses consist primarily of programming and production costs, advertising and marketing costs, and other operating costs and expenses. Programming and production costs include the amortization of owned and acquired programming, direct production costs, residual and

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participation payments, production overhead and on-air talent costs. Advertising and marketing costs primarily consist of the costs incurred in promoting our cable programming networks, as well as in the replication, distribution and marketing costs of standard-definition DVDs and high-definition Blu-ray discs (together, "DVDs"), costs associated with digital media, and the costs of licensing our programming to third-party networks and other media platforms. Other operating costs and expenses include salaries, employee benefits, rent and other overhead costs.

Pro forma combined operating costs and expenses increased for the three months ended March 31, 2011 compared to the same period in 2010 primarily due to higher programming and production costs associated with an increase in the number of original content productions, and increases in advertising and promotion costs and other operating costs and expenses.

### **Broadcast Television Segment—Actual and Pro Forma Results of Operations**

Our Broadcast Television segment consists primarily of our U.S. broadcast networks, NBC and Telemundo; our 10 NBC and 16 Telemundo owned local television stations; our broadcast television production operations; and our related digital media properties, consisting primarily of brand-aligned and other websites.

(in millions)	2011			2010		Pro Forma Combined Increase/(Decrease)	
	Actual <sup>(a)</sup>	Pro Forma <sup>(b)</sup>	Pro Forma Combined <sup>(c)</sup>	Pro Forma <sup>(c)</sup>		\$	%
	For the period January 29 through March 31	For the period January 1 through January 28	Three Months Ended March 31	Three Months Ended March 31			
<b>Revenue</b>							
Advertising	\$ 595	\$ 315	\$ 910	\$ 1,450		\$ (540)	(37.2)%
Content licensing	219	105	324	314		10	3.2
Other	74	44	118	314		(196)	(62.4)
<b>Total revenue</b>	<b>888</b>	<b>464</b>	<b>1,352</b>	<b>2,078</b>		<b>(726)</b>	<b>(34.9)</b>
Operating costs and expenses	853	479	1,332	2,260		(928)	(41.1)
<b>Operating income before depreciation and amortization</b>	<b>\$ 35</b>	<b>\$ (15)</b>	<b>\$ 20</b>	<b>\$ (182)</b>		<b>\$ 202</b>	<b>NM</b>

(a) Actual amounts include the results of operations for the NBCUniversal acquired businesses for the period January 29, 2011 through March 31, 2011.

(b) Pro forma amounts include the results of operations for the NBCUniversal acquired businesses from January 1, 2011 through January 28, 2011 and for the three months ended March 31, 2010. These amounts also include pro forma adjustments as if the NBCUniversal transaction occurred on January 1, 2010 including the effects of acquisition accounting and eliminating operating costs and expenses directly related to the transaction, but do not include adjustments for costs related to integration activities, cost savings or synergies that have been or may be achieved by the combined businesses. Pro forma amounts are not necessarily indicative of what the results would have been had we operated the businesses since January 1, 2010.

(c) Pro forma combined amounts represent our pro forma results of operations as if the NBCUniversal transaction occurred on January 1, 2010 but are not necessarily indicative of what the results would have been had we operated the businesses since January 1, 2010.

### **Broadcast Television Segment—Revenue**

Our Broadcast Television segment revenue consists primarily of advertising revenue and content licensing revenue. Advertising revenue is generated from the sale of commercial time on our broadcast networks, owned local television stations and related digital media properties. Content licensing revenue includes content license fees and other revenue generated from the exploitation of our owned programming in the U.S. and internationally. We also generate other revenue from the sale of our owned programming on DVDs, electronic sell-through and other formats, and the licensing of our brands and characters for consumer products.

Our advertising revenue is generally based on audience ratings, the value of the demographics of our broadcast networks' and owned television stations' viewers to advertisers, and the number of advertising units we can place in our broadcast networks' and owned television stations' programming schedules. Advertising revenue is affected by the strength of the advertising market, general economic conditions and the success of our programming. Our

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U.S. advertising revenue is generally higher in the second and fourth quarters of each year due to seasonal increases in consumer advertising.

Content licensing revenue depends on the length and terms of the initial network license for our owned programming and our ability to subsequently license that programming to other networks, both in the U.S. and internationally, and to individual U.S. local television stations. In recent years, the production and distribution costs related to our owned programming have exceeded the license fees generated from the initial network license by an increasing amount. Exploitation of our owned television programming after the initial network license is critical to the financial success of a television series. Other revenue from further exploitation of our owned programming and intellectual property is driven primarily by the popularity of our broadcast networks and series and, therefore, fluctuates based on consumer spending and acceptance.

Pro forma combined advertising and other revenue for the three months ended March 31, 2011 decreased compared to the same period in 2010 primarily due to \$782 million of revenue recognized in 2010 related to the 2010 Vancouver Olympics. Pro forma combined content licensing revenue for the three months ended March 31, 2011 increased slightly compared to the same period in 2010 due to increased volume of original production, partially offset by lower syndication revenue.

### **Broadcast Television Segment—Operating Costs and Expenses**

Our Broadcast Television segment operating costs and expenses consist primarily of programming and production costs, advertising and marketing costs, and other operating costs and expenses. Programming and production costs relate to content originating on our broadcast networks and owned local television stations and include the amortization of owned and acquired programming costs, direct production costs, residual and participation payments, production overhead, and on-air talent costs. Advertising and marketing costs consist primarily of the costs incurred in promoting our owned television programming, as well as the replication, distribution and marketing costs of DVDs, costs associated with digital media, and the costs of licensing our programming to third-parties and other media platforms. Other operating costs and expenses include salaries, employee benefits, rent and other overhead costs.

Pro forma combined operating costs and expenses decreased for the three months ended March 31, 2011 compared to the same period in 2010 primarily due to \$1 billion of programming costs recognized in 2010 associated with the 2010 Vancouver Olympics. Excluding the impact of the Vancouver Olympics, programming costs and advertising costs increased \$86 million, partially offset by lower other operating costs and expenses.

### **Filmed Entertainment Segment—Actual and Pro Forma Results of Operations**

Our Filmed Entertainment segment consists of the operations of Universal Pictures, which produces, acquires, markets and distributes filmed entertainment and stage plays worldwide in various media formats for theatrical, home entertainment, television and other distribution platforms.

	2011			2010		Pro Forma Combined Increase/(Decrease)	
	Actual(a) For the period January 29 through March 31	Pro Forma(b) For the period January 1 through January 28	Pro Forma Combined(c) Three Months Ended March 31	Pro Forma(c) Three Months Ended March 31		\$	%
(in millions)							
<b>Revenue</b>							
Theatrical	\$ 119	\$ 58	\$ 177	\$ 213		\$ (36)	(16.9)%
Content licensing	218	171	389	312		77	24.8
Home entertainment	207	96	303	401		(98)	(24.4)
Other	78	28	106	135		(29)	(21.8)
<b>Total revenue</b>	<b>622</b>	<b>353</b>	<b>975</b>	<b>1,061</b>		<b>(86)</b>	<b>(8.2)</b>
Operating costs and expenses	765	356	1,121	1,073		48	4.4
<b>Operating income before depreciation and amortization</b>	<b>\$ (143)</b>	<b>\$ (3)</b>	<b>\$ (146)</b>	<b>\$ (12)</b>		<b>\$ (134)</b>	<b>NM</b>

(a) Actual amounts include the results of operations for the NBCUniversal acquired businesses for the period January 29, 2011 through March 31, 2011.

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- (b) Pro forma amounts include the results of operations for the NBCUniversal acquired businesses from January 1, 2011 through January 28, 2011 and for the three months ended March 31, 2010. These amounts also include pro forma adjustments as if the NBCUniversal transaction occurred on January 1, 2010 including the effects of acquisition accounting and eliminating operating costs and expenses directly related to the transaction, but do not include adjustments for costs related to integration activities, cost savings or synergies that have been or may be achieved by the combined businesses. Pro forma amounts are not necessarily indicative of what the results would have been had we operated the businesses since January 1, 2010.
- (c) Pro forma combined amounts represent our pro forma results of operations as if the NBCUniversal transaction occurred on January 1, 2010 but are not necessarily indicative of what the results would have been had we operated the businesses since January 1, 2010.

### **Filmed Entertainment Segment—Revenue**

Our Filmed Entertainment segment revenue consists primarily of theatrical revenue, content licensing revenue and home entertainment revenue. Theatrical revenue is generated from the worldwide theatrical release of our owned and acquired films. Content licensing revenue is generated primarily from the licensing of owned and acquired films to pay and advertising supported television distribution platforms. Home entertainment revenue is generated from the license or sale of our owned and acquired films to retail stores and through digital media platforms, including electronic sell-through. We also generate revenue from distributing third parties' filmed entertainment, producing stage plays, publishing music and licensing consumer products.

Revenue in our Filmed Entertainment segment is significantly affected by the timing and number of our theatrical and home entertainment releases, as well as their acceptance by consumers. Theatrical and home entertainment release dates are determined by several factors, including production schedules, vacation and holiday periods and the timing of competitive releases. As a result, revenue may fluctuate from period to period and is typically highest in the fourth quarter of each year. Theatrical revenue is affected by the number of exhibition screens, ticket prices, the percentage of ticket sale retention by theatrical exhibitors and the popularity of competing films at the time our films are released. The theatrical success of a film is a significant factor in determining the revenue a film is likely to generate in succeeding distribution platforms.

Pro forma combined theatrical revenue for the three months ended March 31, 2011 decreased compared to the same period in 2010 primarily due to the underperformance of the theatrical releases in our 2011 slate. Pro forma combined content licensing revenue for the three months ended March 31, 2011 increased compared to the same period in 2010 primarily due to increases in content licensing of our film products on free and pay television platforms.

Pro forma combined home entertainment revenue for the three months ended March 31, 2011 decreased compared to the same period in 2010 primarily due to fewer lead title releases during the three months ended March 31, 2011. Also, our home entertainment revenue has been negatively affected by declines in DVD sales, both in the U.S. and internationally. Several factors have contributed to these declines, including weak economic conditions, the maturation of the standard-definition DVD format, piracy, and intense competition for consumer discretionary spending and leisure time. DVD sales have also been negatively affected by an increasing shift by consumers toward subscription rental services, discount rental kiosks and digital forms of entertainment, such as video on demand services, which generate less revenue per transaction than DVD sales. We expect overall home entertainment revenue in 2011 will continue to be negatively affected by an overall decline in DVD sales.

Pro forma combined other revenue for the three months ended March 31, 2011 decreased compared to the same period in 2010 primarily due to a decrease in revenue generated from our stage plays.

### **Filmed Entertainment Segment—Operating Costs and Expenses**

Our Filmed Entertainment segment operating costs and expenses consist primarily of amortization of capitalized film production and acquisition costs, residual and participation payments, and distribution and marketing costs. Residual payments represent amounts payable to certain of our employees who are represented by labor unions or guilds, such as the Writers Guild of America, Screen Actors Guild and the Directors Guild of America, and are based on post-theatrical revenue. Participation payments are primarily based on film performance and represent contingent consideration payable to creative talent and other parties involved in the production of a film, including producers, writers, directors, actors, and technical and production personnel, under employment or other agreements and to our film co-financing partners under co-financing agreements. Distribution and marketing costs consist primarily of the costs associated with theatrical prints and advertising and the replication, distribution and marketing of DVDs. Other operating costs and expenses include salaries, employee benefits, rent and other overhead costs.

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We incur significant marketing costs before and throughout the theatrical release of a film and in connection with the release of a film on other distribution platforms. As a result, we typically incur losses on a film prior to and during the film's theatrical exhibition and may not realize profits, if any, until the film generates home entertainment and content licensing revenue. The costs of producing and marketing films have generally increased in recent years and may continue to increase in the future, particularly if competition within the filmed entertainment industry continues to intensify.

Pro forma combined operating costs and expenses for the three months ended March 31, 2011 increased compared to the same period in 2010 primarily due to an increase in distribution and marketing costs associated with promoting theatrical releases in the second quarter of 2011. These costs were offset by lower amortization costs resulting from lower theatrical and home entertainment revenue.

### Theme Parks Segment—Actual and Pro Forma Results of Operations

Our Theme Parks segment consists primarily of our Universal Studios Hollywood park, our Wet 'n Wild water park, and fees from intellectual property licenses and other services from third parties that own and operate Universal Studios Japan and Universal Studios Singapore. We also have a 50% equity interest in, and receive special and other fees from UCDP, which owns Universal Studios Florida and Universal's Islands of Adventure in Orlando, Florida. The income (loss) from this equity investment and other related properties ("Orlando Parks") is included in operating income (loss) before depreciation and amortization for the Theme Parks segment.

	2011			2010		Pro Forma Combined	
	Actual <sup>(a)</sup> For the period January 29 through March 31	Pro Forma <sup>(b)</sup> For the period January 1 through January 28	Pro Forma Combined <sup>(c)</sup>  Three Months Ended March 31	Pro Forma <sup>(c)</sup>  Three Months Ended March 31	Increase/(Decrease)		
(in millions)					\$	%	
Revenue	\$ 68	\$ 27	\$ 95	\$ 82	\$ 13	16.1%	
Operating costs and expenses	(47)	(22)	(69)	(60)	(9)	14.7	
Orlando Parks	12	3	15	(27)	42	NM	
<b>Operating income before depreciation and amortization</b>	<b>\$ 33</b>	<b>\$ 8</b>	<b>\$ 41</b>	<b>\$ (5)</b>	<b>\$ 46</b>	<b>NM</b>	

(a) Actual amounts include the results of operations for the NBCUniversal acquired businesses for the period January 29, 2011 through March 31, 2011.

(b) Pro forma amounts include the results of operations for the NBCUniversal acquired businesses from January 1, 2011 through January 28, 2011 and for the three months ended March 31, 2010. These amounts also include pro forma adjustments as if the NBCUniversal transaction occurred on January 1, 2010 including the effects of acquisition accounting and eliminating operating costs and expenses directly related to the transaction, but do not include adjustments for costs related to integration activities, cost savings or synergies that have been or may be achieved by the combined businesses. Pro forma amounts are not necessarily indicative of what the results would have been had we operated the businesses since January 1, 2010.

(c) Pro forma combined amounts represent our pro forma results of operations as if the NBCUniversal transaction occurred on January 1, 2010 but are not necessarily indicative of what the results would have been had we operated the businesses since January 1, 2010.

### Theme Parks Segment—Revenue

Our Theme Parks segment revenue is generated primarily from theme park attendance and related per capita spending, including ticket sales and in-park spending on food, beverage and merchandise, as well as from management, licensing and other fees.

Attendance at our theme parks and per capita spending depend heavily on the general environment for travel and tourism, including consumer spending on travel and other recreational activities. Revenue in our theme parks business fluctuates with the changes in theme park attendance that result from the seasonal nature of vacation travel, local entertainment offerings and seasonal weather variations. Our theme parks experience peak attendance generally during the summer months when school vacations occur and during early winter and spring holiday periods. License and other fees relate primarily to our agreements with third parties that operate the Universal Studios Japan and the Universal Studios Singapore theme parks to license the Universal Studios brand name, certain characters and other intellectual property.

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Pro forma combined revenue for the three months ended March 31, 2011 increased compared to the same period in 2010 primarily due to increases in attendance and per capita spending at our Hollywood theme park, as well as additional management fees from our investment in the Orlando Parks. These increases were slightly offset by a decrease in international licensing fees.

### **Theme Parks Segment—Operating Costs and Expenses**

Our Theme Parks segment operating costs and expenses consist primarily of theme park operations, including repairs and maintenance and related administrative expenses; costs of food, beverage and merchandise; labor costs; and sales and marketing costs.

Pro forma combined operating costs and expenses for the three months ended March 31, 2011 increased compared to the same period in 2010 primarily due to additional costs associated with increases in attendance and per capita spending at our Hollywood theme park.

We expect operating costs and expenses in our Theme Parks segment to increase due to our continued investment in and promotion of new attractions.

### **Theme Parks Segment – Equity in Income (Loss) of Orlando Parks**

Pro forma combined equity in income (loss) of Orlando Parks for the three months ended March 31, 2011 increased compared to the same period in 2010 primarily due to increases in attendance at the Orlando Parks related to the opening of the Wizarding World of Harry Potter™ attraction in June 2010. The loss for the three months ended March 31, 2010 was primarily due to marketing and promotional expenses and lower attendance at the Orlando Parks in anticipation of the opening of the new Harry Potter attraction.

### **Headquarters and Other**

Headquarters and Other operating costs and expenses include corporate overhead, employee benefit expenses, expenses related to the NBCUniversal transaction, and corporate initiatives. Operating costs and expenses increased during the three months ended March 31, 2011 compared to the same period in 2010 primarily due to transaction-related costs, including severance and other compensation-related costs.

## **Consolidated Other Income (Expense) Items**

(in millions)	Three Months Ended	
	March 31	
	2011	2010
Interest expense	\$ (605)	\$ (524)
Investment income (loss), net	89	101
Equity in net income (losses) of investees, net	(37)	(32)
Other income (expense), net	(36)	(10)
<b>Total</b>	<b>\$ (589)</b>	<b>\$ (465)</b>

### **Interest Expense**

The increase in interest expense for the three months ended March 31, 2011 compared to the same period in 2010 is primarily due to the effects of the NBCUniversal transaction and the consolidation of NBCUniversal's outstanding debt of \$9.1 billion.

### **Investment Income (Loss), Net**

The components of investment income (loss), net for the three months ended March 31, 2011 and 2010 are presented in a table in Note 6 to our condensed consolidated financial statements.

### **Income Tax Expense**

Income tax expense for the three months ended March 31, 2011 and 2010 reflects an effective income tax rate that differs from the federal statutory rate primarily due to state income taxes and interest on uncertain tax positions, and, in 2011, due to the partnership structure of NBCUniversal Holdings. We expect our 2011 annual effective tax rate to be in the range of 35% to 40% due to the partnership structure of NBCUniversal Holdings.

## **Net (Income) Loss Attributable to Noncontrolling Interests**

Net (income) loss attributable to noncontrolling interests for the three months ended March 31, 2011 increased compared to the same period in 2010 due to the NBCUniversal transaction. GE's interest in NBCUniversal Holdings is recorded as a redeemable noncontrolling interest in our consolidated financial statements due to the redemption provisions outlined in Note 4 to our condensed consolidated financial statements. Net (income) loss attributable to noncontrolling interests includes GE's allocated share of the earnings of NBCUniversal Holdings and NBCUniversal.

## **Liquidity and Capital Resources**

Our businesses generate significant cash flows from operating activities. We believe that we will be able to continue to meet our current and long-term liquidity and capital requirements, including fixed charges, through our cash flows from operating activities, existing cash, cash equivalents and investments, available borrowings under our existing credit facilities, and our ability to obtain future external financing.

We anticipate that we will continue to use a substantial portion of our cash flows to fund our capital expenditures, to invest in business opportunities, to meet our debt repayment obligations and to return capital to shareholders.

Effective with the closing of the NBCUniversal transaction on January 28, 2011, NBCUniversal has a \$750 million three-year revolving credit facility, which remained undrawn as of March 31, 2011.

In connection with the NBCUniversal transaction, we were required to make a cash payment of \$6.2 billion to GE at the close of the transaction. We funded this payment with cash on hand and \$650 million of commercial paper borrowings. The transaction also calls for the payment to GE, in the future, of certain tax benefits as they are realized. As of the closing of the NBCUniversal transaction on January 28, 2011, we consolidated \$9.1 billion of NBCUniversal senior debt securities with maturities ranging from 2014 to 2041. We do not guarantee NBCUniversal's debt obligations. Any future redemptions of GE's stake in NBCUniversal Holdings are expected to be funded primarily through NBCUniversal's cash flows from operating activities and its borrowing capacity. If any borrowings by NBCUniversal to fund either of GE's two potential redemptions would result in NBCUniversal exceeding a certain leverage ratio or losing investment grade status or if it cannot otherwise fund such redemptions, we are committed to fund up to \$2.875 billion in cash or our common stock for each of the two potential redemptions (for an aggregate of up to \$5.75 billion, with amounts not used in the first redemption to be available for the second redemption) to the extent NBCUniversal Holdings cannot fund the redemptions.

Affiliates of Blackstone Group L.P. ("Blackstone") and NBCUniversal are 50% partners in UCDP. On March 9, 2011, Blackstone offered to sell its interest in UCDP to NBCUniversal. We have until early June 2011 to accept the offer. If we do not accept the offer, Blackstone has the right to market their and our UCDP interests to third parties, and both they and we would be required to sell our interests if a third party offers each of us a price that is at least 90% of the price at which Blackstone offered to sell its interest to us. We are currently evaluating Blackstone's offer.

## Operating Activities

### Components of Net Cash Provided by Operating Activities

(in millions)	Three Months Ended	
	March 31	
	2011	2010
Operating income	\$ 2,224	\$ 1,935
Depreciation and amortization	1,842	1,630
Operating income before depreciation and amortization	4,066	3,565
Noncash share-based compensation	84	82
Changes in operating assets and liabilities	7	(107)
Cash basis operating income	4,157	3,540
Payments of interest	(657)	(615)
Payments of income taxes	(74)	(46)
Proceeds from interest, dividends and other nonoperating items	68	24
Excess tax benefit under share-based compensation presented in financing activities	(26)	—
<b>Net cash provided by operating activities</b>	<b>\$ 3,468</b>	<b>\$ 2,903</b>

The changes in operating assets and liabilities during the three months ended March 31, 2011 compared to the same period in 2010 were primarily due to the NBCUniversal transaction and the timing of payments of operating items and payroll.

The increase in interest payments during the three months ended March 31, 2011 compared to the same period in 2010 was primarily due to an increase in our outstanding debt.

The increase in income tax payments during the three months ended March 31, 2011 compared to the same period in 2010 was primarily due to tax payments made in 2011 that related to prior years and NBCUniversal's foreign tax payments.

### Investing Activities

Net cash used in investing activities for the three months ended March 31, 2011 consisted primarily of cash paid, net of cash acquired, for the NBCUniversal acquisition of \$5.7 billion, capital expenditures of \$1.1 billion and intangible assets of \$123 million.

### Financing Activities

Net cash used in financing activities for the three months ended March 31, 2011 consisted primarily of proceeds from short-term borrowings, net of \$1.7 billion, offset by our repayments of debt at maturity of \$1.8 billion, repurchases of our Class A Special common stock of \$525 million and dividend payments of \$261 million.

We have made, and may from time to time in the future make, optional repayments on our debt obligations, which may include repurchases of our outstanding public notes and debentures, depending on various factors, such as market conditions.

### Available Borrowings Under Credit Facilities

We traditionally maintain significant availability under our lines of credit and our commercial paper program to meet our short-term liquidity requirements. As of March 31, 2011, amounts available under all of our credit facilities totaled approximately \$5.5 billion.

### Share Repurchases and Dividends

During the three months ended March 31, 2011, we repurchased approximately 23 million shares of our Class A Special common stock under our share repurchase authorization for approximately \$525 million. As of March 31, 2011, we had approximately \$1.6 billion of availability remaining under our current share repurchase authorization. We intend to complete repurchases under the current share repurchase authorization by the end of 2011, subject to market conditions.



In January 2011, our Board of Directors approved an increase of 19% to our planned annual dividend to \$0.45 per share and approved the first quarterly dividend of \$0.1125 per share, totaling \$312 million, to be paid in April 2011. We expect to continue to pay quarterly dividends, although each dividend is subject to approval by our Board of Directors.

## **Critical Accounting Judgments and Estimates**

The preparation of our condensed consolidated financial statements requires us to make estimates that affect the reported amounts of assets, liabilities, revenue and expenses, and the related disclosure of contingent assets and contingent liabilities. We base our judgments on our historical experience and on various other assumptions that we believe are reasonable under the circumstances, the results of which form the basis for making estimates about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions.

As a result of the NBCUniversal transaction, two additional areas have been identified as critical in the preparation of our condensed consolidated financial statements. The two additional critical accounting judgments and estimates are associated with the accounting for film and television costs and the valuation of acquisition-related assets and liabilities. See below for a discussion of these items.

For a discussion of the other accounting judgments and estimates that we have identified as critical in the preparation of our consolidated financial statements, please refer to our 2010 Annual Report on Form 10-K.

### **Film and Television Costs**

As a result of the NBCUniversal transaction, we capitalize film and television production costs, including direct costs, production overhead, print costs, development costs and interest. We amortize capitalized film and television production costs, as well as associated participation and residual payments, on an individual production basis using the ratio of the current period's actual revenue to estimated total remaining gross revenue from all sources ("ultimate revenue"). Estimates of ultimate revenue have a significant impact on how quickly capitalized costs are amortized and, therefore, are updated regularly.

Our estimates of ultimate revenue for films generally include revenue from all sources that are expected to be earned within 10 years from the date of a film's initial release. These estimates are based on the historical performance of similar content, as well as factors unique to the content itself. The most sensitive factor affecting our estimate of ultimate revenue for a film intended for theatrical release is the film's theatrical performance, as subsequent license revenue has historically exhibited a high correlation to theatrical performance. Upon a film's release, our estimates of revenue from succeeding markets, including home entertainment, and other media platforms are revised based on historical relationships and an analysis of current market trends.

With respect to television series or other owned television programming, the most sensitive factor affecting our estimate of ultimate revenue is whether the series can be successfully licensed beyond its initial license. Initial estimates of ultimate revenue are limited to the amount of revenue contracted for each episode under the initial license. Once it is determined that a series can be licensed in subsequent platforms, revenue estimates for these platforms, such as U.S. and international syndication, home entertainment and other media platforms, are included in ultimate revenue. In the case of television series and owned television programming, revenue estimates for produced episodes include revenue expected to be earned within 10 years of delivery of the initial episode or, if still in production, 5 years from the delivery of the most recent episode, if later.

Capitalized film and television costs are subject to impairment if the fair value of a film or owned television programming falls below its unamortized cost. The fair value assessment is generally based on estimated future discounted cash flows, which is supported by our internal forecasts.

### **Fair Value of Acquisition-Related Assets and Liabilities**

We allocate the purchase price of acquired companies to the tangible and intangible assets and liabilities based on their estimated fair values. In determining fair value, management is required to make estimates and assumptions that affect the recorded amounts. Management's estimates of fair value are based on assumptions believed to be reasonable but that are inherently uncertain. To assist in the estimation process, third-party valuation specialists are engaged to assist in the valuation of certain of these assets and liabilities.

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Our judgments used to determine the estimated fair value assigned to each class of acquired assets and liabilities, as well as asset lives, can materially impact our results of operations. For instance, the determination of asset lives can impact our results of operations as different types of assets will have different useful lives and certain assets may even be considered to have indefinite useful lives.

Below is a summary of the methodologies and significant assumptions used in estimating the fair value of certain of NBCUniversal's assets and liabilities and GE's redeemable noncontrolling interest.

### ***Film and Television Costs***

Film and television costs consist of our preliminary estimates of fair value for released films and television series; completed, not released theatrical films; and television series and theatrical films in-production and in-development. Released theatrical films and television series and completed, not released theatrical films were valued using a multi-period cash flow model, a form of the income approach. This measure of fair value requires considerable judgments about the timing of cash flows and distribution patterns. Television series and theatrical films in-production and in-development were valued at historical cost. Contractual programming rights were adjusted to market rates using undiscounted cash flows and market assumptions, when available.

### ***Investments***

The preliminary estimates of fair value for significant investments in non-public investees were determined using an income approach. This method starts with a forecast of all of the expected future net cash flows associated with the investment and then involves adjusting the forecast to present value by applying an appropriate discount rate that reflects the risk factors associated with the cash flow streams of the underlying business.

### ***Property and Equipment***

The preliminary estimated fair value of acquired property and equipment was primarily determined using a market approach for land and a replacement cost approach for depreciable property and equipment. The market approach for land assets represents a sales comparison that measures the value of an asset through an analysis of sales and offerings of comparable property. The replacement cost approach used for depreciable property and equipment measures the value of an asset by estimating the cost to acquire or construct comparable assets and adjusts for age and condition of the asset.

### ***Intangible assets***

Intangible assets primarily consist of our preliminary estimates of fair value for relationships with advertisers and multichannel video providers, each with an estimated useful life not to exceed 20 years, and indefinite-lived trade names and Federal Communication Commission ("FCC") licenses.

Relationships with advertisers and multichannel video providers were valued using a multi-period cash flow model, a form of the income approach. This measure of fair value requires considerable judgments about future events, including contract renewal estimates, attrition and technology changes.

In determining the estimated lives and method of amortization for finite-lived intangibles, we use the method and life that most closely follows the undiscounted cash flows over the estimated life of the asset.

Tradenames were valued using the relief-from-royalty method, a form of the income approach. This measure of fair value requires considerable judgment about the value a market participant would be willing to pay in order to achieve the benefits associated with the tradename.

FCC licenses were valued using the Greenfield method, a form of the income approach. This measure of fair value captures the future income potential assuming the license is used by a hypothetical start-up operation.

### ***Guarantees and other obligations***

Contractual obligations were adjusted to market rates using a combination of discounted cash flows or market assumptions, when available.

### ***Redeemable Noncontrolling Interest***

The fair value component of the redeemable noncontrolling interest in NBCUniversal Holdings is based on an income approach including assumptions related to expected future net cash flows, the timing and nature of tax attributes and the redemption features.

### ***Preliminary Fair Values***

Our estimates associated with the accounting for the NBCUniversal transaction have and will continue to change as final valuation reports are obtained and additional information becomes available regarding acquired assets and liabilities. The recorded amounts are preliminary and subject to change. The following items are the significant areas subject to change:

- film and television costs
- investments
- property and equipment
- indefinite-lived and finite-lived intangibles
- contractual commitments and contingencies
- deferred income taxes
- contingent consideration
- redeemable noncontrolling interest
- the final amount of goodwill and the allocation of goodwill to reporting units

## **ITEM 3: QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

We have evaluated the information required under this item that was disclosed in our 2010 Annual Report on Form 10-K and except as discussed below, there have been no significant changes to this information.

### **Interest Rate Risk Management**

As a result of the NBCUniversal transaction, our condensed consolidated balance sheet now includes \$9.1 billion principal amount of senior debt securities with fixed interest rates ranging from 2.1% to 6.4% and maturities ranging from 2014 to 2041. In accordance with our policies, we have entered into fixed to variable swaps on \$600 million principal amount of these senior debt securities, with maturities ranging from 2014 to 2016.

Refer to Note 8 to our condensed consolidated financial statements for a discussion on the NBCUniversal senior debt securities and to Note 9 to our condensed consolidated financial statements for a discussion on our derivative financial instruments.

## **Foreign Currency Exchange Risk Management**

NBCUniversal has significant operations in a number of countries outside the U.S. and certain of NBCUniversal's operations are conducted in foreign currencies. The value of these currencies fluctuates relative to the U.S. dollar. As a result, we are exposed to exchange rate fluctuations, which could adversely affect the U.S. dollar value of our non-U.S. revenue and operating costs and expenses, and reduce international demand for our content, all of which could negatively affect our business, financial condition and results of operations in a given period or in specific territories.

As part of our overall strategy to manage the level of exposure to the risk of foreign currency exchange rate fluctuations, we enter into derivative financial instruments related to a significant portion of our foreign currency exposures anticipated over the calendar year. The primary type of derivative financial instrument that we enter into is a foreign currency forward contract that changes in value as foreign exchange rates change to protect the U.S. dollar equivalent value of our existing foreign currency assets, liabilities, commitments, and forecasted foreign currency revenues and expenses. In accordance with our policy, we hedge forecasted foreign currency transactions for periods generally not to exceed one year. In certain circumstances we may hedge a transaction not to exceed 18 months.

As of March 31, 2011, we had foreign exchange contracts on a total notional value of \$1.304 billion, with aggregate estimated fair value losses of \$22 million.

## **ITEM 4: CONTROLS AND PROCEDURES**

### **Conclusions regarding disclosure controls and procedures**

Our principal executive and principal financial officers, after evaluating the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) as of the end of the period covered by this report, have concluded that, based on the evaluation of these controls and procedures required by paragraph (b) of Exchange Act Rules 13a-15 or 15d-15, our disclosure controls and procedures were effective.

### **Changes in internal control over financial reporting**

As a result of our acquisition of NBCUniversal on January 28, 2011, our internal control over financial reporting, subsequent to the date of acquisition, includes certain additional internal controls relating to NBCUniversal. Except as described above, there were no other changes in our internal control over financial reporting identified in connection with the evaluation required by paragraph (d) of Exchange Act Rules 13a-15 or 15d-15 that occurred during our last fiscal quarter that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

## **PART II: OTHER INFORMATION**

### **ITEM 1: LEGAL PROCEEDINGS**

Refer to Note 16 to our condensed consolidated financial statements of this Quarterly Report on Form 10-Q for a discussion of recent developments related to our legal proceedings.

### **ITEM 1A: RISK FACTORS**

There have been no significant changes from the risk factors previously disclosed in Item 1A of our 2010 Annual Report on Form 10-K.

## ITEM 2: UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

The table below summarizes our repurchases under our Board-authorized share repurchase program during the three months ended March 31, 2011.

### Purchase of Equity Securities

Period	Total Number of Shares Purchased	Average Price Per Share	Total Number of Shares Purchased as Part of Publicly Announced Authorization	Total Dollar Amount Purchased Under the Authorization	Maximum Dollar Value of Shares That May Yet Be Purchased Under the Authorization(a)
January 1-31, 2011	—	\$ —	—	\$ —	\$ 2,140,960,220
February 1-28, 2011	14,259,276	\$ 22.08	14,229,832	\$314,210,380	\$ 1,826,749,840
March 1-31, 2011	9,100,000	\$ 23.17	9,100,000	\$210,875,970	\$ 1,615,873,870
<b>Total</b>	<b>23,359,276</b>	<b>\$ 22.51</b>	<b>23,329,832</b>	<b>\$525,086,350</b>	<b>\$ 1,615,873,870</b>

(a) In 2007, our Board of Directors authorized a \$7 billion addition to our existing share repurchase authorization. Under this authorization, we may repurchase shares in the open market or in private transactions, subject to market conditions. The current share repurchase authorization does not have an expiration date. As of March 31, 2011, we had approximately \$1.6 billion of availability remaining under our share repurchase authorization. We intend to complete repurchases under the current share repurchase authorization by the end of 2011, subject to market conditions.

The total number of shares purchased during the three months ended March 31, 2011 includes 29,444 shares received in the administration of employee share-based compensation plans.

## ITEM 6: EXHIBITS

Exhibit No.	Description
31	Certification of Chief Executive Officer and Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32	Certification of Chief Executive Officer and Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
10.1*	Comcast Corporation 2002 Non-Employee Director Compensation Plan, as amended and restated effective February 23, 2011.
10.2*	Comcast-NBCUniversal 2011 Employee Stock Purchase Plan (incorporated by reference to Appendix A to our Definitive Proxy Statement on Schedule 14A filed on April 1, 2011).
10.3*	Comcast Corporation 2002 Restricted Stock Plan, as amended and restated effective February 22, 2011 (incorporated by reference to Appendix B to our Definitive Proxy Statement on Schedule 14A filed on April 1, 2011).
10.4*	Comcast Corporation 2003 Stock Option Plan, as amended and restated effective February 22, 2011 (incorporated by reference to Appendix C to our Definitive Proxy Statement on Schedule 14A filed on April 1, 2011).
10.5*	Comcast Corporation 2006 Cash Bonus Plan, as amended and restated effective February 22, 2011.
10.6*	Comcast Corporation 2005 Deferred Compensation Plan, as amended and restated effective February 22, 2011.
10.7*	Form of Restricted Stock Unit Award under the Comcast Corporation 2002 Restricted Stock Plan.
101	The following financial statements from Comcast Corporation's Quarterly Report on Form 10-Q for the three months ended March 31, 2011, filed with the Securities and Exchange Commission on May 4, 2011, formatted in XBRL (eXtensible Business Reporting Language): (i) the Condensed Consolidated Balance Sheet; (ii) the Condensed Consolidated Statement of Income; (iii) the Condensed Consolidated Statement of Comprehensive Income; (iv) the Condensed Consolidated Statement of Cash Flows; (v) the Condensed Consolidated Statement of Changes in Equity and (vi) the Notes to Condensed Consolidated Financial Statements.

\* Constitutes a management contract or compensatory plan or arrangement.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

COMCAST CORPORATION

/s/ LAWRENCE J. SALVA

Lawrence J. Salva

Senior Vice President, Chief Accounting Officer  
and Controller

(Principal Accounting Officer)

Date: May 4, 2011

## COMCAST CORPORATION

## 2002 NON-EMPLOYEE DIRECTOR COMPENSATION PLAN

(As Amended And Restated, Effective February 23, 2011)

**1. BACKGROUND AND PURPOSE**

COMCAST CORPORATION, a Pennsylvania corporation, hereby amends and restates the Comcast Corporation 2002 Non-Employee Director Compensation Plan, effective February 23, 2011, except as otherwise specifically provided herein. The purpose of the Plan is to provide Non-Employee Directors of COMCAST CORPORATION (the "Company") with compensation for services to the Company.

**2. DEFINITIONS**

- (a) "Annual Retainer" means the amount payable for service as a Non-Employee Director for a calendar year, as a member of the Board, and as a member of one or more Committees as determined under Paragraph 3(a) of the Plan.
- (b) "Board" means the Board of Directors of the Company.
- (c) "Board Meeting" means a meeting of the Board, whether in person or by telephone.
- (d) "Committee" means a duly-constituted committee of the Board.
- (e) "Committee Meeting" means a meeting of a Committee, whether in person or by telephone, other than a meeting of a Committee that is convened and held during a Board Meeting.
- (f) "Company" means Comcast Corporation, a Pennsylvania corporation, including any successor thereto by merger, consolidation, acquisition of all or substantially all the assets thereof, or otherwise.
- (g) "Director Emeritus" means an individual designated by the Board, in its sole discretion, as Director Emeritus, pursuant to the Board's Director Emeritus Policy.
- (h) "Fair Market Value" means:
- (i) If Shares are listed on a stock exchange, Fair Market Value shall be determined based on the last reported sale price of a Share on the principal exchange on which Shares are listed on the date of determination, or if such date is not a trading day, the next trading date.

(ii) If Shares are not so listed, but trades of Shares are reported on the Nasdaq National Market, Fair Market Value shall be determined based on the last quoted sale price of a Share on the Nasdaq National Market on the date of determination, or if such date is not a trading day, the next trading date.

(iii) If Shares are not so listed nor trades of Shares so reported, Fair Market Value shall be determined by the Committee in good faith.

(i) “Non-Employee Director” means an individual who is a member of the Board, and who is not an employee of the Company, including an individual who is a member of the Board and who previously was an employee of the Company.

(j) “Plan” means the Comcast Corporation 2003 Non-Employee Director Compensation Plan, as set forth herein, and as amended from time to time.

(k) “Plan Year” means the calendar year.

(l) “Restricted Stock Plan” means the Comcast Corporation 2002 Restricted Stock Plan (or such other more recently-adopted generally applicable plan pursuant to which the Company grants restricted stock or restricted stock units).

(m) “Restricted Stock Unit” means a Restricted Stock Unit granted under the Restricted Stock Plan.

(n) “Share” means a share of Comcast Corporation Class A Common Stock, par value \$0.01.

### 3. NON-EMPLOYEE DIRECTOR COMPENSATION

(a) Non-Employee Director Compensation Package. Non-Employee Directors shall be entitled to payments, grants and awards determined as follows:

(i) Annual Retainer. The Annual Retainer for service to the Company as a Non-Employee Director shall be \$60,000.

(ii) Board Meeting Fee. The fee payable for attendance in person or via telephone at a Board Meeting shall be \$2,500. The Board Meeting Fee will also be paid when a member of the Board is asked to attend a meeting or otherwise to conduct business on behalf of the Company in his or her capacity as a Director.

(iii) Annual Retainer: Chair – Audit Committee. The Annual Retainer for service as Chair of the Audit Committee shall be \$20,000

(iv) Annual Retainer: Member – Audit Committee. The Annual Retainer for service as a member of the Audit Committee shall be \$10,000.



(v) Annual Retainer: Chair – Compensation Committee and Governance and Directors Nominating Committee. The Annual Retainer for service as Chair of the Compensation Committee and the Governance and Directors Nominating Committee shall be \$10,000.

(vi) Annual Retainer: Member – Compensation Committee and Governance and Directors Nominating Committee. The Annual Retainer for service as a member of the Compensation Committee and the Governance and Directors Nominating Committee shall be \$5,000.

(vii) Annual Retainer: Chair – Any Committee of the Board other than the Audit Committee, the Compensation Committee or the Governance and Directors Nominating Committee. The Annual Retainer for service as the Chair of any committee of the Board other than the Audit Committee, the Compensation Committee or the Governance and Directors Nominating Committee shall be \$5,000.

(viii) Annual Retainer: Member – Any Committee of the Board other than the Audit Committee, the Compensation Committee or the Governance and Directors Nominating Committee. The Annual Retainer for service as a member of any committee of the Board other than the Audit Committee, the Compensation Committee or the Governance and Directors Nominating Committee shall be \$2,500.

(ix) Committee Meeting Fee – Audit Committee, Compensation Committee and Governance and Directors Nominating Committee. The fee payable for attendance in person or via telephone at a Committee Meeting of the Audit Committee, the Compensation Committee or the Governance and Directors Nominating Committee shall be \$2,500.

(x) Committee Meeting Fee – Any Committee of the Board other than the Audit Committee, the Compensation Committee or the Governance and Directors Nominating Committee. The fee payable for attendance in person or via telephone at a Committee Meeting of any Committee other than the Audit Committee, the Compensation Committee or the Governance and Directors Nominating Committee shall be \$1,000.

(xi) Stock Grants. This Paragraph 3(a)(xi) shall apply as of November 20, 2007 and as of November 20 of each Plan Year beginning after 2007.

(A) The Board shall grant Restricted Stock Units for Shares having a Fair Market Value on the date of grant of \$125,000, provided that with respect to each individual who first becomes a Non-Employee Director after November 20, 2007, the Board shall grant Restricted Stock Units for Shares determined as follows:

Date of Commencement of Service as a Non-Employee Director	Number of Shares Subject to Grant of Restricted Stock Units
After November 20 of a Plan Year and before the next following February 20	Shares having a Fair Market Value on the date of grant of \$125,000
On or after February 20 of a Plan Year and before the next following May 20	Shares having a Fair Market Value on the date of grant of \$93,750
On or after May 20 of a Plan Year and before the next following August 20	Shares having a Fair Market Value on the date of grant of \$62,500
On or after August 20 of a Plan Year and before the next following November 20	Shares having a Fair Market Value on the date of grant of \$31,250

Each Restricted Stock Unit shall (1) be fully and immediately vested on the date of grant, and (2) bear such other terms and conditions as shall be determined by the Board in its discretion.

(B) In the event that Shares are changed into or exchanged for a different number or kind of shares of stock or other securities of the Company, whether through merger, consolidation, reorganization, recapitalization, stock dividend, stock split-up or other substitution of securities of the Company, the number and class of shares of stock subject to the grant of Restricted Stock Units under the Plan shall be adjusted consistent with the adjustment made pursuant to the Restricted Stock Plan, and such adjustment shall be effective and binding for all purposes of this Plan.

(b) Payment Practices. Payments, grants and awards described in Paragraph 3(a) of the Plan shall be subject to the following payment practices:

(i) Annual Retainer payments described in Paragraphs 3(a)(i), 3(a)(iii), 3(a)(iv), 3(a)(v), 3(a)(vi), 3(a)(vii) and 3(a)(viii) are payable as soon as reasonably practicable following the close of each calendar quarter, in arrears. Payments shall be pro-rated for partial years of service as a Non-Employee Director or on a Committee of the Board, so that a Non-Employee Director shall be entitled to one-quarter of each Annual Retainer payment referenced in this Paragraph 3(b)(i) for each calendar quarter within which such Non-Employee Director has one or more days of service as a Non-Employee Director or as a member of a Committee of the Board, as applicable.

(ii) A Non-Employee Director may elect to receive up to 50% of the Annual Retainer amount described in Paragraph 3(a)(i) in the form of Shares. The number of Shares payable to a Non-Employee Director shall be determined based on the closing price of Shares on the last business day of each calendar quarter.

(c) Special Rules and Payment Practices for Director Emeritus Compensation.

(i) Except as otherwise provided in Paragraph 3(c)(ii) and Paragraph 3(c)(iii), for the duration of an individual's service to the Company as a Director Emeritus, the Director Emeritus such shall be entitled to compensation on the same basis as a Non-Employee Director as described in Paragraph 3(a) and subject to the same payment practices as apply to a Non-Employee Director as described in Paragraph 3(b).

(ii) Paragraph 3(b)(ii), relating to a Non-Employee Director's elect to receive up to 50% of the Annual Retainer amount described in Paragraph 3(a)(i) in the form of Shares, shall not apply to a Director Emeritus. All Annual Retainer payments to a Director Emeritus shall be in the form of cash.

(iii) This Paragraph 3(c)(iii) shall apply to a Director Emeritus in lieu of the Stock Grant provisions of Paragraph 3(a)(xi). On November 20, 2011 and each anniversary thereof (or the next following business day if November 20<sup>th</sup> is not a business day), the Company shall pay each Director Emeritus a single cash lump sum of \$125,000.

#### **4. ADMINISTRATION OF THE PLAN**

The Plan shall be administered by the Board. Subject to the express terms and conditions set forth in the Plan, the Board shall have the power, from time to time, to interpret the Plan's provisions, prescribe, amend and rescind rules and regulations for the Plan, and make all other determinations necessary or advisable for the administration of the Plan. The determination of the Board in all matters as stated above shall be conclusive.

#### **5. TAXES**

The Company shall withhold the amount of any federal, state, local or other tax, charge or assessment attributable to the grant of any Award or lapse of restrictions under any Award as it may deem necessary or appropriate, in its sole discretion.

#### **6. AMENDMENT AND TERMINATION**

The Plan may be amended or terminated by the Board at any time. No accrued right to payment as determined under Paragraph 3 shall be affected by any such termination or amendment without the written consent of the affected Non-Employee Director.

#### **7. EFFECTIVE DATE**

The effective date of this amendment and restatement of the Plan is February 23, 2011. The original effective date of the Plan is November 18, 2002.

#### **8. GOVERNING LAW**

The Plan and all determinations made and actions taken pursuant to the Plan shall be governed in accordance with Pennsylvania law.

**COMCAST CORPORATION**

**BY:** /s/ David L. Cohen

**ATTEST:** /s/ Arthur R. Block

**SCHEDULE I  
COMCAST CORPORATION  
NON-EMPLOYEE DIRECTOR COMPENSATION  
EFFECTIVE AS OF FEBRUARY 23, 2011**

Director Annual Retainer	\$60,000, subject to election to receive up to half in the form of Comcast Corporation Class A Common Stock
Board Meeting Fee <sup>1</sup>	\$2,500
Audit Committee Annual Retainer – Chair	\$20,000
Compensation Committee Annual Retainer – Chair	\$10,000
Governance and Directors Nominating Committee Annual Retainer – Chair	\$10,000
Other Committee Annual Retainer – Chair	\$5,000
Audit Committee Annual Retainer – Member	\$10,000
Compensation Committee Annual Retainer – Member	\$5,000
Governance and Directors Nominating Committee Annual Retainer – Member	\$5,000
Other Committee Annual Retainer – Member	\$2,500
Committee Meeting Fee – Audit Committee	\$2,500
Committee Meeting Fee – Compensation Committee	\$2,500
Committee Meeting Fee — Governance and Directors Nominating Committee	\$2,500
Committee Meeting Fee – Other Committee	\$1,000
Annual Restricted Stock Unit Grant	Shares having a Fair Market Value on the date of grant of \$125,000

<sup>1</sup> Fee will also be paid when a member of the Board is asked to attend a meeting or otherwise to conduct business on behalf of the Company in his/her capacity as Director.

## COMCAST CORPORATION

## 2006 CASH BONUS PLAN

(Amended and Restated, Effective February 22, 2011)

**1. BACKGROUND AND PURPOSE**

Comcast Corporation, a Pennsylvania corporation, hereby amends and restates the Comcast Corporation 2006 Cash Bonus Plan (the "Plan"), effective as of February 22, 2011. The Plan was originally adopted effective January 1, 2006. The Plan is the successor to the Comcast Corporation 2002 Cash Bonus Plan (the "2002 CB Plan"), the Comcast Corporation 2002 Executive Cash Bonus Plan (the "Executive Plan"), the Comcast Corporation 2002 Supplemental Cash Bonus Plan (the "Supplemental Plan") and the Comcast Corporation 2004 Management Achievement Plan (the "MAP"). The purpose of the Plan is to provide management employees of Comcast Corporation (the "Company") and the Company's Affiliates (as defined below) with an incentive to accomplish such business objectives as from time to time may be determined by the Committee.

**2. DEFINITIONS**

(a) "Affiliate" means, with respect to any Person, any other person that, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, the term "control," including its correlative terms "controlled by" and "under common control with," mean, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

(b) "Award" means a cash bonus award granted under the Plan. An Award shall be expressed as the percentage of a Grantee's base salary payable for a Plan Year that shall become payable if the Targets established by the Committee are satisfied. The portion of an Award that shall be payable to a Grantee shall be determined by the Committee in accordance with the rules established for the Award for each Plan Year.

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

(d) "Change of Control" means any transaction or series of transactions as a result of which any Person who was a Third Party immediately before such transaction or series of transactions owns then-outstanding securities of the Company such that such Person has the ability to direct the management of the Company, as determined by the Board in its discretion. The Board may also determine that a Change of Control shall occur upon the completion of one or more proposed transactions. The Board's determination shall be final and binding.

(e) "Committee" means the Compensation Committee of the Board, provided that all references to the Committee shall be treated as references to the Committee's delegate with respect to any Award granted within the scope of the delegate's authority pursuant to Paragraph 3(c).

(f) "Company" means Comcast Corporation, a Pennsylvania corporation, including any successor thereto by merger, consolidation, acquisition of all or substantially all the assets thereof, or otherwise.

(g) "Date of Grant" means the date on which an Award is granted.

(h) "Disability:" means:

(i) A Grantee's substantially inability to perform the Grantee's employment duties due to partial or total disability or incapacity resulting from a mental or physical illness, injury or other health-related cause for a period of twelve (12) consecutive months or for a cumulative period of fifty-two (52) weeks in any twenty-four (24) consecutive-month period; or

(ii) If more favorable to the Grantee, "Disability" as it may be defined in such Grantee's employment agreement between the Grantee and the Company or an Affiliate, if any.

(i) "Eligible Employee" means an employee of the Company or an Affiliate, as determined by the Committee.

(j) "Grantee" means an Eligible Employee who is granted an Award.

(k) "Person" means an individual, a corporation, a partnership, an association, a trust or any other entity or organization.

(l) "Plan" means the Comcast Corporation 2006 Cash Bonus Plan as set forth herein, and as amended from time to time.

(m) "Plan Year" means the calendar year.

(n) "Qualitative Performance Standards" means performance standards other than Quantitative Performance Standards, including but not limited to customer service, management effectiveness, workforce diversity and other Qualitative Performance Standards relevant to the Company's business, as may be established by the Committee, and the achievement of which shall be determined in the discretion of the Committee.

(o) "Quantitative Performance Standards" means performance standards such as income, expense, operating cash flow, capital spending, numbers of customers of or subscribers for various services and products offered by the Company or a division, customer service measurements and other objective financial or service-based standards relevant to the Company's business as may be established by the Committee.

(p) "Retirement" means termination of employment with the Company and its Affiliates after reaching age 57 and completing 10 or more years of service.

(q) "Section 16(b) Officer" means an officer of the Company who is subject to the short-swing profit recapture rules of section 16(b) of the 1934 Act.

(r) "Section 162(m) Award" means an Award granted to an individual who, at the Date of Grant, is a "covered employee" within the meaning of section 162(m)(3) of the Code that is designated as a Section 162(m) Award and under which payment is conditioned on the achievement of one or more Quantitative Performance Standards.

(s) "Target" means, for any Plan Year, the Qualitative Performance Standards and the Quantitative Performance Standards established by the Committee, in its discretion. Qualitative Performance Standards, Quantitative Performance Standards and the weighting of such Standards may differ from Plan Year to Plan Year, and within a Plan Year, may differ among Grantees or classes of Grantees.

(t) "Terminating Event" means any of the following events:

- (i) the liquidation of the Company; or
- (ii) a Change of Control.

(u) "Third Party" means any Person, together with such Person's Affiliates, provided that the term "Third Party" shall not include the Company or an Affiliate of the Company.

### **3. ADMINISTRATION OF THE PLAN**

(a) Administration. The Plan shall be administered by the Committee. The Committee shall have the power and duty to do all things necessary or convenient to effect the intent and purposes of the Plan and not inconsistent with any of the provisions hereof, whether or not such powers and duties are specifically set forth herein, and, by way of amplification and not limitation of the foregoing, the Committee shall have the power to:

(i) provide rules and regulations for the management, operation and administration of the Plan, and, from time to time, to amend or supplement such rules and regulations;

(ii) construe the Plan, which construction, as long as made in good faith, shall be final and conclusive upon all parties hereto;

(iii) correct any defect, supply any omission, or reconcile any inconsistency in the Plan in such manner and to such extent as it shall deem expedient to carry the same into effect, and it shall be the sole and final judge of when such action shall be appropriate; and



(iv) determine whether the conditions to the payment of a cash bonus pursuant to an Award have been satisfied.

The resolution of any questions with respect to payments and entitlements pursuant to the provisions of the Plan shall be determined by the Committee, and all such determinations shall be final and conclusive.

(b) Grants. Subject to the express terms and conditions set forth in the Plan, the Committee shall have the power, from time to time, to select those Eligible Employees to whom Awards shall be granted under the Plan, to determine the amount of cash to be paid pursuant to each Award, and, pursuant to the provisions of the Plan, to determine the terms and conditions of each Award.

(c) Delegation of Authority. The Committee may delegate its authority with respect to the grant, amendment, interpretation and administration of grants to a person, persons or committee, in its sole and absolute discretion. Actions taken by the Committee's duly-authorized delegate shall have the same force and effect as actions taken by the Committee. Any delegation of authority pursuant to this Paragraph 3(c) shall continue in effect until the earliest of:

(i) such time as the Committee shall, in its sole and absolute discretion, revoke such delegation of authority;

(ii) in the case of delegation to a person that is conditioned on such person's continued service as an employee of the Company or as a member of the Board, the date such delegate shall cease to serve in such capacity for any reason; or

(iii) the delegate shall notify the Committee that he or she declines to continue to exercise such authority.

(d) Grantee Information. The Company shall furnish to the Committee in writing all information the Company deems appropriate for the Committee to exercise its powers and duties in administration of the Plan. Such information shall be conclusive for all purposes of the Plan and the Committee shall be entitled to rely thereon without any investigation thereof; provided, however, that the Committee may correct any errors discovered in any such information.

#### **4. ELIGIBILITY**

Awards may be granted only to Eligible Employees of the Company and its Affiliates, as determined by the Committee. No Awards shall be granted to an individual who is not an Eligible Employee of the Company or an Affiliate of the Company.

#### **5. AWARDS**

The Committee may grant Awards in accordance with the Plan. The terms and conditions of Awards shall be as determined from time to time by the Committee, consistent, however, with the following:

(a) Time of Grant. Awards may be granted at any time from the date of adoption of the Plan by the Board until the Plan is terminated by the Board or the Committee.

(b) Non-uniformity of Awards. The provisions of Awards need not be the same with respect to each Grantee.

(c) Establishment of Targets and Conditions to Payment of Awards.

(i) Awards shall be expressed as a percentage of a Grantee's base salary.

(ii) The Committee shall establish such conditions on the payment of a bonus pursuant to an Award as it may, in its sole discretion, deem appropriate.

(iii) The Award may provide for the payment of Awards in installments, or upon the satisfaction of Qualitative Performance Standards or Quantitative Performance Standards, on an individual, divisional or Company-wide basis, as determined by the Committee.

(iv) For any Section 162(m) Award, the Committee shall establish the Targets for each Plan Year no later than 90 days after the first day of the Plan Year, or, if sooner, within the first 25% of the Plan Year, provided, however, that the Committee must determine that, as of the date the Quantitative Performance Standards are established, it is substantially uncertain whether the Quantitative Performance Standards will be achieved.

(v) Each Grantee shall be entitled to receive payment of the Award for a Plan Year only after certification by the Committee that the Targets established by the Committee for such Plan Year have been satisfied. The Company shall pay the Awards under the Plan to each Grantee as soon as reasonably practicable following the end of each Plan Year, but not later than 2-1/2 months following the close of such Plan Year.

(vi) For purposes of calculating whether any Quantitative Performance Standard has been met, in the event there is a significant acquisition or disposition of any assets, business division, company or other business operations of the Company or such division or business unit that is reasonably expected to have an effect on the Quantitative Performance Standard as otherwise determined under the terms of the Plan, the relevant performance objectives shall be adjusted to take into account the impact of such acquisition or disposition by increasing or decreasing such goals in the same proportion as the relevant performance measure of the Company or such division or business unit would have been affected for the prior performance measurement period on a pro forma basis had such an acquisition or disposition occurred on the same date during the prior performance measurement period; provided further that such adjustment shall be based upon the historical equivalent of the relevant performance measure of the business or assets so acquired or disposed of for the prior performance measurement period, 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 performance measurement period and the current performance measurement period.

(vii) Notwithstanding the determination of the amount of a Grantee's bonus payable with respect to any Plan Year under the Plan, the Committee shall have the discretion to reduce or eliminate the bonus otherwise payable to a Grantee if it determines that such a reduction or elimination of the bonus is in the best interests of the Company. The Committee may not waive, in whole or in part, any remaining conditions to payment of a Section 162(m) Award.

(e) Transfer and Termination of Grantee's Employment.

(1) Transfer of Employment. A transfer of an Eligible Employee between two employers, each of which is the Company or an Affiliate of the Company (a "Transfer"), shall not be deemed a termination of employment. The Committee may grant Awards pursuant to which the Committee reserves the right to modify the calculation of an Award in connection with a Transfer. In general, except as otherwise provided by the Committee at the time an Award is granted or in connection with a Transfer, upon the Transfer of a Grantee between divisions while an Award is outstanding and unexpired, the outstanding Award shall be treated as having terminated and expired, and a new Award shall be treated as having been made, effective as of the effective date of the Transfer, for the portion of the Award which had not expired or been paid, but subject to the performance and payment conditions applicable generally to Awards for Grantees who are employees of the transferee division, all as shall be determined by the Committee in an equitable manner.

(2) Termination of Employment.

(i) Termination For Any Reason Other Than Death, Disability or Retirement. If a Grantee terminates employment with the Company and its Affiliates for any reason other than death, Disability or Retirement, all Awards remaining subject to conditions to payment shall be forfeited by the Grantee and deemed canceled by the Company.

(ii) Termination Because of Death. If a Grantee terminates employment with the Company and its Affiliates because of death, the Company shall pay the Award to the Grantee's estate as soon as practicable following the Grantee's death, but not later than the 15<sup>th</sup> day of the third month beginning after calendar year in which the Grantee dies. The Award shall be calculated based on the assumption that the applicable Targets were satisfied, and based on the Grantee's compensation earned through the date of the Grantee's death.

(iii) Termination Because of Disability or Retirement. If a Grantee terminates employment with the Company and its Affiliates because of Disability or Retirement, the Company shall pay the Award to the Grantee at the same time that Awards are payable to Grantees whose employment has not terminated. The Award shall be calculated based on the extent to which the applicable Targets are actually satisfied for the calendar year in which the Grantee's employment terminated, and based on the Grantee's compensation earned through the date of the Grantee's termination of employment.

(f) Maximum Grant. In no event shall the amount paid to any Grantee pursuant to an Award for any Plan Year exceed \$12 million.

(g) Shareholder Approval. The effectiveness of the grants of Section 162(m) Awards under the Plan relating to payments on the satisfaction of the Quantitative Performance Standards established by the Committee from time to time shall be conditioned on the approval of the Plan by the Company's shareholders.

## 6. TERMINATING EVENTS

The Committee shall give Grantees at least thirty (30) days' notice (or, if not practicable, such shorter notice as may be reasonably practicable) prior to the anticipated date of the consummation of a Terminating Event. The Committee may, in its discretion, provide in such notice that upon the consummation of such Terminating Event, any remaining conditions to payment of a Grantee's Award shall be waived, in whole or in part.

## 7. AMENDMENT AND TERMINATION

No Awards shall be granted for any period commencing after December 31, 2015, provided that the effectiveness of the grants of Section 162(m) Awards under the Plan after December 31, 2010 relating to payments on the satisfaction of the Quantitative Performance Standards established by the Committee from time to time shall be conditioned on the approval of the Plan by the Company's shareholders. To the extent that awards are or have been made pursuant to the terms of the 2002 CB Plan, the Executive Plan, the Supplemental Plan or the MAP, the Committee may, in its discretion, treat such awards as Awards under this Plan. The Plan may be terminated by the Board or the Committee at any time. The Plan may be amended by the Board or the Committee at any time. No Award shall be affected by any such termination or amendment without the written consent of the Grantee.

## 8. MISCELLANEOUS PROVISIONS

(a) Unsecured Creditor Status. A Grantee entitled to payment of an Award hereunder shall rely solely upon the unsecured promise of the Company, as set forth herein, for the payment thereof, and nothing herein contained shall be construed to give to or vest in a Grantee or any other person now or at any time in the future, any right, title, interest, or claim in or to any specific asset, fund, reserve, account, insurance or annuity policy or contract, or other property of any kind whatever owned by the Company, or in which the Company may have any right, title, or interest, nor or at any time in the future.

(b) Non-Assignment of Awards. The Grantee shall not be permitted to sell, transfer, pledge or assign any amount payable pursuant to the Plan or an Award, provided that the right to payment under an Award may pass by will or the laws of descent and distribution.

(c) Other Company Plans. It is agreed and understood that any benefits under this Plan are in addition to any and all benefits to which a Grantee may otherwise be entitled under any other contract, arrangement, or voluntary pension, profit sharing or other

compensation plan of the Company, whether funded or unfunded, and that this Plan shall not affect or impair the rights or obligations of the Company or a Grantee under any other such contract, arrangement, or voluntary pension, profit sharing or other compensation plan.

(d) Separability. If any term or condition of the Plan shall be invalid or unenforceable to any extent or in any application, then the remainder of the Plan, with the exception of such invalid or unenforceable provision, shall not be affected thereby, and shall continue in effect and application to its fullest extent.

(e) Continued Employment. Neither the establishment of the Plan, any provisions of the Plan, nor any action of the Committee shall be held or construed to confer upon any Grantee the right to a continuation of employment by the Company. The Company reserves the right to dismiss any employee (including a Grantee), or otherwise deal with any employee (including a Grantee) to the same extent as though the Plan had not been adopted.

(f) Incapacity. If the Committee determines that a Grantee is unable to care for his affairs because of illness or accident, any benefit due such Grantee under the Plan may be paid to his spouse, child, parent, or any other person deemed by the Committee to have incurred expense for such Grantee (including a duly appointed guardian, committee, or other legal representative), and any such payment shall be a complete discharge of the Company's obligation hereunder.

(g) Withholding. The Company shall withhold the amount of any federal, state, local or other tax, charge or assessment attributable to the grant of any Award or lapse of restrictions under any Award as it may deem necessary or appropriate, in its sole discretion.

(h) Repayment. If it is determined by the Board that gross negligence, intentional misconduct or fraud by a Section 16(b) Officer or a former Section 16(b) Officer 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 any Award (or a portion thereof) granted after February 28, 2007 to such Section 16(b) Officer or former Section 16(b) Officer if (i) 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 amount 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(h) has been deferred pursuant to the Comcast Corporation 2005 Deferred Compensation Plan (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. GOVERNING LAW**

The Plan and all determinations made and actions taken pursuant to the Plan shall be governed in accordance with Pennsylvania law.

**10. EFFECTIVE DATE**

The effective date of this amendment and restatement of the Plan is February 22, 2011.

Executed as of the 22<sup>nd</sup> day of February 2011

COMCAST CORPORATION

BY: /s/ David L. Cohen

ATTEST: /s/ Arthur R. Block

**COMCAST CORPORATION  
2005 DEFERRED COMPENSATION PLAN**

**ARTICLE 1 – BACKGROUND AND COVERAGE OF PLAN**

1.1. Background and Adoption of Plan.

1.1.1. Amendment and Restatement of the Plan. In recognition of the services provided by certain key employees and in order to make additional retirement benefits and increased financial security available on a tax-favored basis to those individuals, the Board of Directors of Comcast Corporation, a Pennsylvania corporation (the “Board”), hereby amends and restates the Comcast Corporation 2005 Deferred Compensation Plan (the “Plan”), effective February 22, 2011. The Plan has previously been amended and restated from time to time, in light of the enactment of section 409A of the Internal Revenue Code of 1986, as amended (the “Code”) as part of the American Jobs Creation Act of 2004, and the issuance of various Notices, Announcements, Proposed Regulations and Final Regulations thereunder (collectively, “Section 409A”), and to make desirable changes to the rules of the Plan.

1.1.2. Prior Plan. Prior to the Effective Date, the Comcast Corporation 2002 Deferred Compensation Plan (the “Prior Plan”) was in effect. In order to preserve the favorable tax treatment available to deferrals under the Prior Plan in light of the enactment of Section 409A, the Board has prohibited future deferrals under the Prior Plan of amounts earned and vested on and after January 1, 2005. Amounts earned and vested prior to January 1, 2005 are and will remain subject to the terms of the Prior Plan. Amounts earned and vested on and after the Effective Date will be available to be deferred pursuant to the Plan, subject to its terms and conditions.

1.2. Reservation of Right to Amend to Comply with Section 409A. In addition to the powers reserved to the Board and the Committee under Article 10 of the Plan, the Board and the Committee reserve the right to amend the Plan, either retroactively or prospectively, in whatever respect is required to achieve and maintain compliance with the requirements of Section 409A.

1.3. Plan Unfunded and Limited to Outside Directors, Directors Emeriti and Select Group of Management or Highly Compensated Employees. The Plan is unfunded and is maintained primarily for the purpose of providing Outside Directors, Directors Emeriti and a select group of management or highly compensated employees the opportunity to defer the receipt of compensation otherwise payable to such Outside Directors, Directors Emeriti and eligible employees in accordance with the terms of the Plan.

**ARTICLE 2 – DEFINITIONS**

2.1. “Account” means the bookkeeping accounts established pursuant to Section 5.1 and maintained by the Administrator in the names of the respective Participants, to which all amounts deferred and earnings allocated under the Plan shall be credited, and from which all amounts distributed pursuant to the Plan shall be debited.

2.2. “Active Participant” means:

(a) Each Participant who is in active service as an Outside Director or a Director Emeritus; and

(b) Each Participant who is actively employed by a Participating Company as an Eligible Employee.

2.3. "Administrator" means the Committee.

2.4. "Affiliate" means, with respect to any Person, any other Person that, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, the term "control," including its correlative terms "controlled by" and "under common control with," mean, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

2.5. "Annual Rate of Pay" means, as of any date, an employee's annualized base pay rate. An employee's Annual Rate of Pay shall not include sales commissions or other similar payments or awards.

2.6. "Applicable Interest Rate" means:

(a) Except as otherwise provided in Sections 2.6(b), the Applicable Interest Rate means the interest rate that, when compounded daily pursuant to rules established by the Administrator from time to time, is mathematically equivalent to 12% per annum, compounded annually.

(b) Effective for the period beginning as soon as administratively practicable following a Participant's employment termination date to the date the Participant's Account is distributed in full, the Administrator, in its sole discretion, may designate the term "Applicable Interest Rate" for such Participant's Account to mean the lesser of (i) the rate in effect under Section 2.6(a) or (ii) the Prime Rate plus one percent. Notwithstanding the foregoing, the Administrator may delegate its authority to determine the Applicable Interest Rate under this Section 2.6(b) to an officer of the Company or committee of two or more officers of the Company.

2.7. "Beneficiary" means such person or persons or legal entity or entities, including, but not limited to, an organization exempt from federal income tax under section 501(c)(3) of the Code, designated by a Participant or Beneficiary to receive benefits pursuant to the terms of the Plan after such Participant's or Beneficiary's death. If no Beneficiary is designated by the Participant or Beneficiary, or if no Beneficiary survives the Participant or Beneficiary (as the case may be), the Participant's Beneficiary shall be the Participant's Surviving Spouse if the Participant has a Surviving Spouse and otherwise the Participant's estate, and the Beneficiary of a Beneficiary shall be the Beneficiary's Surviving Spouse if the Beneficiary has a Surviving Spouse and otherwise the Beneficiary's estate.

2.8. "Board" means the Board of Directors of the Company.



2.9. “Change of Control” means any transaction or series of transactions that constitutes a change in the ownership or effective control or a change in the ownership of a substantial portion of the assets of the Company, within the meaning of Section 409A.

2.10. “Code” means the Internal Revenue Code of 1986, as amended.

2.11. “Committee” means the Compensation Committee of the Board of Directors of the Company.

2.12. “Company” means Comcast Corporation, a Pennsylvania corporation, including any successor thereto by merger, consolidation, acquisition of all or substantially all the assets thereof, or otherwise.

2.13. “Company Stock” means with respect to amounts credited to the Company Stock Fund pursuant to deferral elections by Outside Directors or Directors Emeriti made pursuant to Section 3.1(a), Comcast Corporation Class A Common Stock, par value \$0.01, including a fractional share, and such other securities issued by Comcast Corporation as may be subject to adjustment in the event that shares of either class of Company Stock are changed into, or exchanged for, a different number or kind of shares of stock or other securities of the Company, whether through merger, consolidation, reorganization, recapitalization, stock dividend, stock split-up or other substitution of securities of the Company. In such event, the Committee shall make appropriate equitable anti-dilution adjustments to the number and class of hypothetical shares of Company Stock credited to Participants’ Accounts under the Company Stock Fund. Any reference to the term “Company Stock” in the Plan shall be a reference to the appropriate number and class of shares of stock as adjusted pursuant to this Section 2.13. The Committee’s adjustment shall be effective and binding for all purposes of the Plan.

2.14. “Company Stock Fund” means a hypothetical investment fund pursuant to which income, gains and losses are credited to a Participant’s Account as if the Account, to the extent deemed invested in the Company Stock Fund, were invested in hypothetical shares of Company Stock, and all dividends and other distributions paid with respect to Company Stock were held uninvested in cash, and reinvested in additional hypothetical shares of Company Stock as of the next succeeding December 31, based on the Fair Market Value of the Company Stock for such December 31, provided that dividends and other distributions paid with respect to Company Stock after December 31, 2007 shall be deemed to be reinvested in additional hypothetical shares of Company Stock as of the payment date for such dividends and other distributions, based on the Fair Market Value of Company Stock as of such payment date.

2.15. “Compensation” means:

(a) In the case of an Outside Director, the total remuneration payable in cash or payable in Company Stock (as elected by an Outside Director pursuant to the Comcast Corporation 2002 Non-Employee Director Compensation Plan) for services as a member of the Board and as a member of any Committee of the Board and in the case of a Director Emeritus, the total remuneration payable in cash for services to the Board.

(b) In the case of an Eligible Employee, the total cash remuneration for services payable by a Participating Company, excluding (i) Severance Pay, (ii) sales commissions or other similar payments or awards, (iii) bonuses earned under any program designated by the Company's Programming Division as a "long-term incentive plan" and (iv) bonuses earned under any long-term incentive plan for employees of NBC Universal (as defined in Section 3.1(a)(ii).

2.16. "Death Tax Clearance Date" means the date upon which a Deceased Participant's or a deceased Beneficiary's Personal Representative certifies to the Administrator that (i) such Deceased Participant's or deceased Beneficiary's Death Taxes have been finally determined, (ii) all of such Deceased Participant's or deceased Beneficiary's Death Taxes apportioned against the Deceased Participant's or deceased Beneficiary's Account have been paid in full and (iii) all potential liability for Death Taxes with respect to the Deceased Participant's or deceased Beneficiary's Account has been satisfied.

2.17. "Death Taxes" means any and all estate, inheritance, generation-skipping transfer, and other death taxes as well as any interest and penalties thereon imposed by any governmental entity (a "taxing authority") as a result of the death of the Participant or the Participant's Beneficiary.

2.18. "Deceased Participant" means a Participant whose employment, or, in the case of a Participant who was an Outside Director or Director Emeritus, a Participant whose service as an Outside Director or Director Emeritus, is terminated by death.

2.19. "Director Emeritus" means an individual designated by the Board, in its sole discretion, as Director Emeritus, pursuant to the Board's Director Emeritus Policy.

2.20. "Disability" means:

(a) an individual's inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months; or

(b) circumstances under which, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, an individual is receiving income replacement benefits for a period of not less than three months under an accident or health plan covering employees of the individual's employer.

2.21. "Disabled Participant" means:

(a) A Participant whose employment or, in the case of a Participant who is an Outside Director or Director Emeritus, a Participant whose service as an Outside Director or Director Emeritus, is terminated by reason of Disability;

(b) The duly-appointed legal guardian of an individual described in Section 2.21(a) acting on behalf of such individual.

2.22. "Eligible Employee" means:

(a) Each Grandfathered Employee;

(b) Each employee of a Participating Company whose Annual Rate of Pay is \$200,000 or more as of both (i) the date on which an Initial Election is filed with the Administrator and (ii) the first day of the calendar year in which such Initial Election is filed;

(c) Each New Key Employee; and

(d) Each other employee of a Participating Company who is designated by the Committee, in its discretion, as an Eligible Employee; provided, in each case, that such individual's Compensation is administered under the Company's common payroll system.

2.23. "Fair Market Value"

(a) If shares of Company Stock are listed on a stock exchange, Fair Market Value shall be determined based on the last reported sale price of a share on the principal exchange on which shares are listed on the date of determination, or if such date is not a trading day, the next trading date.

(b) If shares of Company Stock are not so listed, but trades of shares are reported on the Nasdaq National Market, Fair Market Value shall be determined based on the last quoted sale price of a share on the Nasdaq National Market on the date of determination, or if such date is not a trading day, the next trading date.

(c) If shares of Company Stock are not so listed nor trades of shares so reported, Fair Market Value shall be determined by the Committee in good faith.

2.24. "Grandfathered Employee" means:

(a) Each employee of a Participating Company who, as of December 31, 1989, was eligible to participate in the Prior Plan and who has been in continuous service to the Company or an Affiliate since December 31, 1989.

(b) Each employee of a Participating Company who was, at any time before January 1, 1995, eligible to participate in the Comcast Corporation Deferred Compensation Plan and whose Annual Rate of Pay is \$90,000 or more as of both (i) the date on which an Initial Election is filed with the Administrator and (ii) the first day of each calendar year beginning after December 31, 1994.

(c) Each individual who was an employee of an entity that was a Participating Company in the Prior Plan as of June 30, 2002 and who has an Annual Rate of Pay of \$125,000 as of each of (i) June 30, 2002; (ii) the date on which an Initial Election is filed with the Administrator and (iii) the first day of each calendar year beginning after December 31, 2002.

(d) Each employee of a Participating Company who (i) as of December 31, 2002, was an "Eligible Employee" within the meaning of Section 2.34 of the AT&T Broadband Deferred Compensation Plan (as amended and restated, effective November 18, 2002) with respect to whom an account was maintained, and (ii) for the period beginning on December 31, 2002 and extending through any date of determination, has been actively and continuously in service to the Company or an Affiliate.

2.25. "Hardship" means an "unforeseeable emergency," as defined in Section 409A. The Committee shall determine whether the circumstances of the Participant constitute an unforeseeable emergency and thus a Hardship within the meaning of this Paragraph 2.24. Following a uniform procedure, the Committee's determination shall consider any facts or conditions deemed necessary or advisable by the Committee, and the Participant shall be required to submit any evidence of the Participant's circumstances that the Committee requires. The determination as to whether the Participant's circumstances are a case of Hardship shall be based on the facts of each case; provided however, that all determinations as to Hardship shall be uniformly and consistently made according to the provisions of this Paragraph 2.24 for all Participants in similar circumstances.

2.26. "Inactive Participant" means each Participant (other than a Retired Participant, Deceased Participant or Disabled Participant) who is not in active service as an Outside Director or Director Emeritus and is not actively employed by a Participating Company.

2.27. "Income Fund" means a hypothetical investment fund pursuant to which income, gains and losses are credited to a Participant's Account as if the Account, to the extent deemed invested in the Income Fund, were credited with interest at the Applicable Interest Rate.

2.28. "Initial Election" means a written election on a form provided by the Administrator, filed with the Administrator in accordance with Article 3, pursuant to which an Outside Director, Director Emeritus or an Eligible Employee may:

(a) Elect to defer any portion of the Compensation payable for the performance of services as an Outside Director, Director Emeritus or as an Eligible Employee following the time that such election is filed, provided that the maximum amount of Base Salary available for deferral shall be determined net of required withholdings and deductions as determined by the Administrator in its sole discretion, but shall in no event be less than 85% of the Participant's Base Salary; and

(b) Designate the time of payment of the amount of deferred Compensation to which the Initial Election relates.

2.29. "New Key Employee" means each employee of a Participating Company:

(a) who becomes an employee of a Participating Company and has an Annual Rate of Pay of \$200,000 or more as of his employment commencement date, or

(b) who has an Annual Rate of Pay that is increased to \$200,000 or more and who, immediately preceding such increase, was not an Eligible Employee.

2.30. "Normal Retirement" means:

(a) For a Participant who is an employee of a Participating Company immediately preceding his termination of employment, a 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; and

(b) For a Participant who is an Outside Director or Director Emeritus immediately preceding his termination of service, the Participant's normal retirement from the Board.

2.31. "Outside Director" means a member of the Board, who is not an employee of a Participating Company.

2.32. "Participant" means each individual who has made an Initial Election, or for whom an Account is established pursuant to Section 5.1, and who has an undistributed amount credited to an Account under the Plan, including an Active Participant, a Deceased Participant and an Inactive Participant.

2.33. "Participating Company." means the Company and each Affiliate of the Company designated by the Committee in which the Company owns, directly or indirectly, 50 percent or more of the voting interests or value. Notwithstanding the foregoing, the Administrator may delegate its authority to designate an eligible Affiliate as a Participating Company under this Section 2.33 to an officer of the Company or committee of two or more officers of the Company.

2.34. "Performance-Based Compensation" means "Performance-Based Compensation" within the meaning of Section 409A.

2.35. "Performance Period" means a period of at least 12 months during which a Participant may earn Performance-Based Compensation.

2.36. "Person" means an individual, a corporation, a partnership, an association, a trust or any other entity or organization.

2.37. "Plan" means the Comcast Corporation 2005 Deferred Compensation Plan, as set forth herein, and as amended from time to time.

2.38. "Prime Rate" means, for any calendar year, the interest rate that, when compounded daily pursuant to rules established by the Administrator from time to time, is mathematically equivalent to the prime rate of interest (compounded annually) as published in the Eastern Edition of The Wall Street Journal on the last business day preceding the first day of such calendar year, and as adjusted as of the last business day preceding the first day of each calendar year beginning thereafter.

2.39. "Prior Plan" means the Comcast Corporation 2002 Deferred Compensation Plan.

2.40. “Retired Participant” means a Participant who has terminated service pursuant to a Normal Retirement.

2.41. “Severance Pay” means any amount that is payable in cash and is identified by a Participating Company as severance pay, or any amount which is payable on account of periods beginning after the last date on which an employee (or former employee) is required to report for work for a Participating Company.

2.42. “Subsequent Election” means a written election on a form provided by the Administrator, filed with the Administrator in accordance with Article 3, pursuant to which a Participant or Beneficiary may elect to defer the time of payment of amounts previously deferred in accordance with the terms of a previously made Initial Election or Subsequent Election.

2.43. “Surviving Spouse” means the widow or widower, as the case may be, of a Deceased Participant or a Deceased Beneficiary (as applicable).

2.44. “Third Party” means any Person, together with such Person’s Affiliates, provided that the term “Third Party” shall not include the Company or an Affiliate of the Company.

### ARTICLE 3 – INITIAL AND SUBSEQUENT ELECTIONS

#### 3.1. Elections.

##### (a) Initial Elections.

(i) In General. Each Outside Director, Director Emeritus and Eligible Employee shall have the right to defer Compensation by filing an Initial Election with respect to Compensation that he would otherwise be entitled to receive for a calendar year at the time and in the manner described in this Article 3. The Compensation of such Outside Director, Director Emeritus or Eligible Employee for a calendar year shall be reduced in an amount equal to the portion of the Compensation deferred by such Outside Director, Director Emeritus or Eligible Employee for such calendar year pursuant to such Outside Director’s, Director Emeritus’s or Eligible Employee’s Initial Election. Such reduction shall be effected on a pro rata basis from each periodic installment payment of such Outside Director’s, Director Emeritus’s or Eligible Employee’s Compensation for the calendar year (in accordance with the general pay practices of the Participating Company), and credited, as a bookkeeping entry, to such Outside Director’s, Director Emeritus’s or Eligible Employee’s Account in accordance with Section 5.1. Amounts credited to the Accounts of Outside Directors in the form of Company Stock shall be credited to the Company Stock Fund and credited with income, gains and losses in accordance with Section 5.2(c).

(ii) Employees of NBC Universal, LLC and its Subsidiaries. Effective and contingent upon the closing (the “Closing”) of the transactions contemplated by the Master Agreement, NBC Universal, LLC and its subsidiaries (collectively, “NBC Universal”) shall be Participating Companies, provided that employees of NBC Universal who are “Eligible Employees” shall be eligible to make Initial Elections under the Plan only to the extent provided

in this Section 3(a)(ii). For this purpose, the term “Master Agreement” means the Master Agreement, dated as of December 3, 2009, by and among: General Electric Company, a New York corporation; NBC Universal, Inc, a Delaware corporation; Comcast; and, Navy, LLC, a Delaware limited liability company. The following employees of NBC Universal shall be eligible to make Initial Elections with respect to calendar years beginning after 2010, provided that they are otherwise so eligible under the rules of the Plan other than this Section 3(a)(ii):

(A) For 2011, except as otherwise provided by the Committee, (x) a “First Day Employee” of NBC Universal who was an Eligible Employee as of December 31, 2010 and who, on or before December 31, 2010, has not filed an “Opt-In Election” with the Committee or its delegate and (y) an employee of NBC Universal other than a “First Day Employee,” who was an Eligible Employee as of December 31, 2010 and (z) an employee of NBC Universal who (I) becomes a New Key Employee in 2011 and (II) is assigned to a payroll of Comcast Corporation, as determined by the Committee or its delegate.

(B) For years beginning after 2011, except as otherwise provided by the Committee, (x) an employee of NBC Universal other than a First-Day Employee who (I) is an Eligible Employee as of December 31, 2011 and (II) on or before December 31, 2011, has not filed an “Opt-In Election” with the Committee or its delegate and (y) an employee of NBC Universal who (I) is an Eligible Employee as of December 31<sup>st</sup> of any year beginning after 2011, (II) transferred employment to NBC Universal directly from the Company or a Subsidiary other than NBC Universal and (III) on or before December 31<sup>st</sup> of the year such transfer of employment becomes effective, has not filed an “Opt-In Election” with the Committee or its delegate.

(iii) Special Definitions and Rules Applicable to NBC Universal. For purposes of Section 3(a)(ii):

(A) A “First Day Employee” is an individual who is an Eligible Employee as of December 31, 2010 and who has been designated by the Committee or its delegate as an employee who is expected to have senior leadership responsibilities for NBC Universal effective on the Closing or shortly thereafter in a capacity that is different from the capacity in which such employee served immediately before the Closing.

(B) An “Opt-In Election” is an irrevocable one-time election by an Eligible Employee on a form approved by the Committee or its delegate to become a Participant in one or more retirement or deferred compensation arrangements expected to be sponsored for the benefit of employees of NBC Universal, as may be designated by the Committee or its delegate, effective for years beginning after the date of such Opt-In Election. For avoidance of doubt, all individuals who have filed an Opt-In Election shall be treated as an Active Participant for all other purposes of the Plan with respect such individual’s Account, if any, including but not limited to the provisions of the Plan relating to Subsequent Elections, and shall be treated as actively employed for purposes of the definition of the term “Applicable Interest Rate” until such individual ceases to be employed by the Company or an Affiliate.

(b) Subsequent Elections. Each Participant or Beneficiary shall have the right to elect to defer the time of payment or to change the manner of payment of amounts

previously deferred in accordance with the terms of a previously made Initial Election pursuant to the terms of the Plan by filing a Subsequent Election at the time, to the extent, and in the manner described in this Article 3.

3.2. Filing of Initial Election: General. An Initial Election shall be made on the form provided by the Administrator for this purpose. Except as provided in Section 3.3, no such Initial Election shall be effective with respect to Compensation other than Performance-Based Compensation unless it is filed with the Administrator on or before December 31 of the calendar year preceding the calendar year to which the Initial Election applies. No such Initial Election shall be effective with respect to Performance-Based Compensation unless it is filed with the Administrator at least six months before the end of the Performance Period during which such Performance-Based Compensation may be earned.

3.3. Filing of Initial Election by New Key Employees and New Outside Directors.

(a) New Key Employees. Notwithstanding Section 3.1 and Section 3.2, a New Key Employee may elect to defer Compensation by filing an Initial Election with respect to (i) base salary portion of his Compensation that he would otherwise be entitled to receive based on services performed in the calendar year in which the New Key Employee was hired or promoted, beginning with the payroll period next following the filing of an Initial Election with the Administrator and before the close of such calendar year, and (ii) the Performance-Based Compensation that he would otherwise be entitled to receive based on services performed for Performance Periods that include the calendar year in which the New Key Employee was hired or promoted and after the filing of the Initial Election. Such Initial Election must be filed with the Administrator within 30 days of such New Key Employee's date of hire or within 30 days of the date such New Key Employee first becomes eligible to participate in the Plan. Any Initial Election by such New Key Employee for succeeding calendar years shall be made in accordance with Section 3.1 and Section 3.2.

(b) New Outside Directors. Notwithstanding Section 3.1 and Section 3.2, an Outside Director may elect to defer Compensation by filing an Initial Election with respect to his Compensation attributable to services provided as an Outside Director in the calendar year in which an Outside Director's election as a member of the Board becomes effective (provided that such Outside Director is not a member of the Board immediately preceding such effective date), beginning with Compensation earned following the filing of an Initial Election with the Administrator and before the close of such calendar year. Such Initial Election must be filed with the Administrator within 30 days of the effective date of such Outside Director's election. Any Initial Election by such Outside Director for succeeding calendar years shall be made in accordance with Section 3.1 and Section 3.2

3.4. Calendar Years to which Initial Election May Apply. A separate Initial Election may be made for each calendar year as to which an Outside Director, Director Emeritus or Eligible Employee desires to defer such Outside Director's, Director Emeritus's or Eligible Employee's Compensation. The failure of an Outside Director, Director Emeritus or Eligible Employee to make an Initial Election for any calendar year shall not affect such Outside Director's or Eligible Employee's right to make an Initial Election for any other calendar year.



(a) Initial Election of Distribution Date. Each Outside Director, Director Emeritus or Eligible Employee shall, contemporaneously with an Initial Election, also elect the time of payment of the amount of the deferred Compensation to which such Initial Election relates; provided, however, that, except as otherwise specifically provided by the Plan, no distribution may commence earlier than January 2nd of the second calendar year beginning after the date the compensation subject to the Initial Election would be paid but for the Initial Election, nor later than January 2nd of the tenth calendar year beginning after the date the date the compensation subject to the Initial Election would be paid but for the Initial Election. Further, each Outside Director, Director Emeritus or Eligible Employee may select with each Initial Election the manner of distribution in accordance with Article 4.

3.5. Subsequent Elections. No Subsequent Election shall be effective until 12 months after the date on which such Subsequent Election is made.

(a) Active Participants. Each Active Participant, who has made an Initial Election, or who has made a Subsequent Election, may elect to defer the time of payment of any part or all of such Participant's Account for a minimum of five and a maximum of ten additional years from the previously-elected payment date, by filing a Subsequent Election with the Administrator at least 12 months before the lump-sum distribution or initial installment payment would otherwise be made. The number of Subsequent Elections under this Section 3.5(a) shall not be limited.

(b) Inactive Participants. The Committee may, in its sole and absolute discretion, permit an Inactive Participant to make a Subsequent Election defer the time of payment of any part or all of such Inactive Participant's Account for a minimum of five years and a maximum of ten additional years from the previously-elected payment date, by filing a Subsequent Election with the Administrator at least 12 months before the lump-sum distribution or initial installment payment would otherwise be made. The number of Subsequent Elections under this Section 3.5(b) shall be determined by the Committee in its sole and absolute discretion.

(c) Surviving Spouses.

(i) Subsequent Election. A Surviving Spouse who is a Deceased Participant's Beneficiary may elect to defer the time of payment of any part or all of such Deceased Participant's Account the payment of which would be made more than 12 months after the date of such election. Such election shall be made by filing a Subsequent Election with the Administrator in which the Surviving Spouse shall specify the change in the time of payment, which shall be no less than five (5) years nor more than ten (10) years from the previously-elected payment date, or such Surviving Spouse may elect to defer payment until such Surviving Spouse's death. A Surviving Spouse may make a total of two (2) Subsequent Elections under this Section 3.5(c)(ii), with respect to all or any part of the Deceased Participant's Account. Subsequent Elections pursuant to this Section 3.5(c)(ii) may specify different changes with respect to different parts of the Deceased Participant's Account.

(d) Beneficiary of a Deceased Participant Other Than a Surviving Spouse.

(i) Subsequent Election. A Beneficiary of a Deceased Participant other than a Surviving Spouse may elect to defer the time of payment, of any part or all of such Deceased Participant's Account the payment of which would be made more than 12 months after the date of such election. Such election shall be made by filing a Subsequent Election with the Administrator in which the Beneficiary shall specify the deferral of the time of payment, which shall be no less than five (5) years nor more than ten (10) years from the previously-elected payment date. A Beneficiary may make one (1) Subsequent Election under this Section 3.5(d)(i), with respect to all or any part of the Deceased Participant's Account. Subsequent Elections pursuant to this Section 3.5(d)(i) may specify different changes with respect to different parts of the Deceased Participant's Account.

(e) Retired Participants and Disabled Participants. The Committee may, in its sole and absolute discretion, permit a Retired Participant or a Disabled Participant to make a Subsequent Election to defer the time of payment of any part or all of such Retired or Disabled Participant's Account that would not otherwise become payable within twelve (12) months of such Subsequent Election for a minimum of five (5) years and a maximum of ten (10) additional years from the previously-elected payment date, by filing a Subsequent Election with the Administrator on or before the close of business on the date that is at least twelve (12) months before the date on which the lump-sum distribution or initial installment payment would otherwise be made. The number of Subsequent Elections under this Section 3.5(f) shall be determined by the Committee in its sole and absolute discretion.

(f) Most Recently Filed Initial Election or Subsequent Election Controlling. Except as otherwise specifically provided by the Plan, no distribution of the amounts deferred by a Participant for any calendar year shall be made before the payment date designated by the Participant or Beneficiary on the most recently filed Initial Election or Subsequent Election with respect to each deferred amount.

3.6. Discretion to Provide for Distribution in Full Upon or Following a Change of Control. To the extent permitted by Section 409A, in connection with a Change of Control, and for the 12-month period following a Change of Control, the Committee may exercise its discretion to terminate the Plan and, notwithstanding any other provision of the Plan or the terms of any Initial Election or Subsequent Election, distribute the Account balance of each Participant in full and thereby effect the revocation of any outstanding Initial Elections or Subsequent Elections.

### 3.7. Withholding and Payment of Death Taxes.

(a) Notwithstanding any other provisions of this Plan to the contrary, including but not limited to the provisions of Article 3 and Article 7, or any Initial or Subsequent Election filed by a Deceased Participant or a Deceased Participant's Beneficiary (for purposes of this Section, the "Decedent"), and to the extent permitted by Section 409A, the Administrator shall apply the terms of Section 3.7(b) to the Decedent's Account unless the Decedent affirmatively has elected, in writing, filed with the Administrator, to waive the application of Section 3.7(b).

(b) Unless the Decedent affirmatively has elected, pursuant to Section 3.7(a), that the terms of this Section 3.7(b) not apply, but only to the extent permitted under Section 409A:

(i) The Administrator shall prohibit the Decedent's Beneficiary from taking any action under any of the provisions of the Plan with regard to the Decedent's Account other than the Beneficiary's making of a Subsequent Election pursuant to Section 3.5;

(ii) The Administrator shall defer payment of the Decedent's Account until the later of the Death Tax Clearance Date and the payment date designated in the Decedent's Initial Election or Subsequent Election;

(iii) The Administrator shall withdraw from the Decedent's Account such amount or amounts as the Decedent's Personal Representative shall certify to the Administrator as being necessary to pay the Death Taxes apportioned against the Decedent's Account; the Administrator shall remit the amounts so withdrawn to the Personal Representative, who shall apply the same to the payment of the Decedent's Death Taxes, or the Administrator may pay such amounts directly to any taxing authority as payment on account of Decedent's Death Taxes, as the Administrator elects;

(iv) If the Administrator makes a withdrawal from the Decedent's Account to pay the Decedent's Death Taxes and such withdrawal causes the recognition of income to the Beneficiary, the Administrator shall pay to the Beneficiary from the Decedent's Account, within thirty (30) days of the Beneficiary's request, the amount necessary to enable the Beneficiary to pay the Beneficiary's income tax liability resulting from such recognition of income; additionally, the Administrator shall pay to the Beneficiary from the Decedent's Account, within thirty (30) days of the Beneficiary's request, such additional amounts as are required to enable the Beneficiary to pay the Beneficiary's income tax liability attributable to the Beneficiary's recognition of income resulting from a distribution from the Decedent's Account pursuant to this Section 3.7(b)(iv);

(v) Amounts withdrawn from the Decedent's Account by the Administrator pursuant to Sections 3.7(b)(iii) and 3.7(b)(iv) shall be withdrawn from the portions of Decedent's Account having the earliest distribution dates as specified in Decedent's Initial Election or Subsequent Election; and

(vi) Within 30 days after the Death Tax Clearance Date or upon the payment date designated in the Decedent's Initial Election or Subsequent Election, if later, the Administrator shall pay the Decedent's Account to the Beneficiary.

3.8. Company Credits. In addition to the amounts credited to Participants' Accounts pursuant to Initial Elections with respect to Compensation, the Committee may provide for additional amounts to be credited to the Accounts of one or more designated Eligible Employees ("Company Credits") for any year. A Participant whose Account is designated to receive Company Credits may not elect to receive any portion of the Company Credits as additional Compensation in lieu of deferral as provided by this Section 3.8. The total amount of

Company Credits designated with respect to an Eligible Employee's Account for any Plan Year shall be credited to such Eligible Employee's Account as of the time or times designated by the Committee, as a bookkeeping entry to such Eligible Employee's Account in accordance with Section 5.1. From and after the date Company Credits are allocated as designated by the Committee, Company Credits shall be credited with income, gains and losses on the same basis as all other amounts credited to the Participant's Account pursuant to Section 5.2. Company Credits and income, gains and losses credited with respect to Company Credits shall be distributable to the Participant on the same basis as if the Participant had made an Initial Election to receive a lump sum distribution of such amount on January 2<sup>nd</sup> of the third calendar year beginning after the Plan Year with respect to which the Company Credits were authorized, unless the Participant timely designates another time and form of payment that is a permissible time and form of payment for amounts subject to an Initial Election under Section 3.4(a) and Section 4.1. In addition, the Participant may make one or more Subsequent Elections with respect to such Company Credits (and income, gains and losses credited with respect to Company Credits) on the same basis as all other amounts credited to such Participant's Account.

### 3.9. Separation from Service.

3.9.1. Required Suspension of Payment of Benefits. 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 to payments due to a Participant upon or following his separation from service, then notwithstanding any other provision of this Plan, any such payments that are otherwise due within six months following the Participant's separation from service will be deferred and paid to the Participant in a lump sum immediately following that six-month period.

3.9.2. Termination of Employment. For purposes of the Plan, a transfer of an employee between two employers, each of which is a Company, shall not be deemed a termination of employment. A Participant who is a Non-Employee Director shall be treated as having terminated employment on the Participant's termination of service as a Non-Employee Director, provided that if such a Participant is designated as a Director Emeritus upon termination of service as a Non-Employee Director, such Participant shall not be treated as having terminated employment until the Participant's termination of service as a Director Emeritus.

## ARTICLE 4 – MANNER OF DISTRIBUTION

### 4.1. Manner of Distribution.

(a) Amounts credited to an Account shall be distributed, pursuant to an Initial Election or Subsequent Election in either (i) a lump sum payment or (ii) substantially equal monthly or annual installments over a five (5), ten (10) or fifteen (15) year period. Installment distributions payable in the form of shares of Company Stock shall be rounded to the nearest whole share.

(b) To the extent permitted by Section 409A, notwithstanding any Initial Election, Subsequent Election or any other provision of the Plan to the contrary:

(i) distributions pursuant to Initial Elections or Subsequent Elections shall be made in one lump sum payment unless the portion of a Participant's Account subject to distribution, as of both the date of the Initial Election or Subsequent Election and the benefit commencement date, has a value of more than \$10,000;

(ii) following a Participant's termination of employment for any reason, if the amount credited to the Participant's Account has a value of \$10,000 or less, the Administrator may, in its sole discretion, direct that such amount be distributed to the Participant (or Beneficiary, as applicable) in one lump sum payment, provided that the payment is made on or before the later of (i) December 31 of the calendar year in which the Participant terminates employment or (ii) the date two and one-half months after the Participant terminates employment.

4.2. Determination of Account Balances for Purposes of Distribution. The amount of any distribution made pursuant to Section 4.1 shall be based on the balances in the Participant's Account on the date the recordkeeper appointed by the Administrator transmits the distribution request for a Participant to the Administrator for payment and processing, provided that payment with respect to such distribution shall be made as soon as reasonably practicable following the date the distribution request is transmitted to the Administrator. For this purpose, the balance in a Participant's Account shall be calculated by crediting income, gains and losses under the Company Stock Fund and Income Fund, as applicable, through the date immediately preceding the date on which the distribution request is transmitted to the recordkeeper.

4.3. Plan-to-Plan Transfers; Change in Time and Form of Election Pursuant to Special Section 409A Transition Rules. The Administrator may delegate its authority to arrange for plan-to-plan transfers or to permit benefit elections as described in this Section 4.3 to an officer of the Company or committee of two or more officers of the Company.

(a) The Administrator may, with a Participant's consent, make such arrangements as it may deem appropriate to transfer the Company's obligation to pay benefits with respect to such Participant which have not become payable under this Plan, to another employer, whether through a deferred compensation plan, program or arrangement sponsored by such other employer or otherwise, or to another deferred compensation plan, program or arrangement sponsored by the Company or an Affiliate. Following the completion of such transfer, with respect to the benefit transferred, the Participant shall have no further right to payment under this Plan.

(b) The Administrator may, with a Participant's consent, make such arrangements as it may deem appropriate to assume another employer's obligation to pay benefits with respect to such Participant which have not become payable under the deferred compensation plan, program or arrangement under which such future right to payment arose, to the Plan, or to assume a future payment obligation of the Company or an Affiliate under another plan, program or arrangement sponsored by the Company or an Affiliate. Upon the completion of the Plan's assumption of such payment obligation, the Administrator shall establish an Account for such Participant, and the Account shall be subject to the rules of this Plan, as in effect from time to time.

(c) Pursuant to Final Treasury Regulations issued under section 409A of the Code, to the extent provided by the Committee or its delegate:

(i) a Participant may, during the period extending from January 1, 2007 to December 31, 2007, with respect to all or any portion of his or her account under the 2005 Plan that is scheduled to be paid after December 31, 2007, and with respect to all or any portion of his or her account under the Prior Plan that is scheduled to be paid after December 31, 2007, make new payment elections as to the form and timing of payment of such amounts as may be permitted under this Plan, provided that following the completion of such new payment election, amounts previously credited under the Prior Plan shall not be treated as grandfathered benefits under the Prior Plan, but instead shall be treated as non-grandfathered benefits, subject to the rules of this Plan, and provided that no portion of the benefit subject to such an election shall be payable before January 1, 2008.

(ii) a Participant may, during the period extending from January 1, 2008 to December 31, 2008, with respect to all or any portion of his or her account under the 2005 Plan that is scheduled to be paid after December 31, 2008, and with respect to all or any portion of his or her account under the Prior Plan that is scheduled to be paid after December 31, 2008, make new payment elections as to the form and timing of payment of such amounts as may be permitted under this Plan, provided that following the completion of such new payment election, amounts previously credited under the Prior Plan shall not be treated as grandfathered benefits under the Prior Plan, but instead shall be treated as non-grandfathered benefits, subject to the rules of this Plan, and provided that no portion of the benefit subject to such an election shall be payable before January 1, 2009.

#### ARTICLE 5 – BOOK ACCOUNTS

5.1. Deferred Compensation Account. A deferred Compensation Account shall be established for each Outside Director, Director Emeritus and Eligible Employee when such Outside Director, Director Emeritus or Eligible Employee becomes a Participant. Compensation deferred pursuant to the Plan shall be credited to the Account on the date such Compensation would otherwise have been payable to the Participant.

5.2. Crediting of Income, Gains and Losses on Accounts.

(a) In General. Except as otherwise provided in this Section 5.2, the Administrator shall credit income, gains and losses with respect to each Participant's Account as if it were invested in the Income Fund.

(b) Investment Fund Elections. Except for amounts credited to the Accounts of Participants who are Outside Directors who have elected to defer the receipt of Compensation payable in the form of Company Stock, all amounts credited to Participants' Accounts shall be credited with income, gains and losses as if it were invested in the Income Fund.

(c) Outside Director Stock Fund Credits. Amounts credited to the Accounts of Outside Directors in the form of Company Stock shall be credited with income,

gains and losses as if they were invested in the Company Stock Fund. No portion of such Participant's Account may be deemed transferred to the Income Fund. Distributions of amounts credited to the Company Stock Fund with respect to Outside Directors' Accounts shall be distributable in the form of Company Stock, rounded to the nearest whole share.

(d) Timing of Credits. Compensation deferred pursuant to the Plan shall be deemed invested in the Income Fund on the date such Compensation would otherwise have been payable to the Participant, provided that if (i) Compensation would otherwise have been payable to a Participant on a Company payroll date that falls within five days of the end of a calendar month, and (ii) based on the Administrator's regular administrative practices, it is not administratively practicable for the Administrator to transmit the deferred amount of such Compensation to the Plan's recordkeeper on or before the last day of the month, such deferred amount shall not be deemed invested in the Income Fund until the first day of the calendar month next following such Company payroll date. Accumulated Account balances subject to an investment fund election under Section 5.2(b) shall be deemed invested in the applicable investment fund as of the effective date of such election. The value of amounts deemed invested in the Company Stock Fund shall be based on hypothetical purchases and sales of Company Stock at Fair Market Value as of the effective date of an investment election.

5.3. Status of Deferred Amounts. Regardless of whether or not the Company is a Participant's employer, all Compensation deferred under this Plan shall continue for all purposes to be a part of the general funds of the Company.

5.4. Participants' Status as General Creditors. Regardless of whether or not the Company is a Participant's employer, an Account shall at all times represent a general obligation of the Company. The Participant 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 the Participant's Accounts. Nothing contained herein shall be deemed to create an escrow, trust, custodial account or fiduciary relationship of any kind. Nothing contained herein shall be construed to eliminate any priority or preferred position of a Participant in a bankruptcy matter with respect to claims for wages.

#### **ARTICLE 6 – NO ALIENATION OF BENEFITS; PAYEE DESIGNATION**

Except as otherwise required by applicable law, the right of any Participant or Beneficiary to any benefit or interest under any of the provisions of this Plan shall not be subject to encumbrance, attachment, execution, garnishment, assignment, pledge, alienation, sale, transfer, or anticipation, either by the voluntary or involuntary act of any Participant or any Participant's Beneficiary or by operation of law, nor shall such payment, right, or interest be subject to any other legal or equitable process. However, subject to the terms and conditions of the Plan, a Participant or Beneficiary may direct that any amount payable pursuant to an Initial Election or a Subsequent Election on any date designated for payment be paid to any person or persons or legal entity or entities, including, but not limited to, an organization exempt from federal income tax under section 501(c)(3) of the Code, instead of to the Participant or Beneficiary. Such a payee designation shall be provided to the Administrator by the Participant or Beneficiary in writing on a form provided by the Administrator, and shall not be effective unless it is provided immediately preceding the time of payment. The Company's payment

pursuant to such a payee designation shall relieve the Company and its Affiliates of all liability for such payment.

#### ARTICLE 7 – DEATH OF PARTICIPANT

7.1. Death of Participant. A Deceased Participant's Account shall be distributed in accordance with the last Initial Election or Subsequent Election made by the Deceased Participant before the Deceased Participant's death, unless the Deceased Participant's Surviving Spouse or other Beneficiary timely elects to defer the time of payment pursuant to Section 3.5.

7.2. Designation of Beneficiaries. Each Participant (and Beneficiary) shall have the right to designate one or more Beneficiaries to receive distributions in the event of the Participant's (or Beneficiary's) death by filing with the Administrator a Beneficiary designation on a form that may be prescribed by the Administrator for such purpose from time to time. The designation of a Beneficiary or Beneficiaries may be changed by a Participant (or Beneficiary) at any time prior to such Participant's (or Beneficiary's) death by the delivery to the Administrator of a new Beneficiary designation form. The Administrator may require that only the Beneficiary or Beneficiaries identified on the Beneficiary designation form prescribed by the Administrator be recognized as a Participant's (or Beneficiary's) Beneficiary or Beneficiaries under the Plan, and that absent the completion of the currently prescribed Beneficiary designation form, the Participants (or Beneficiary's) Beneficiary designation shall be the Participant's (or Beneficiary's) estate.

#### ARTICLE 8 – HARDSHIP AND OTHER ACCELERATION EVENTS

8.1. Hardship. Notwithstanding the terms of an Initial Election or Subsequent Election, if, at the Participant's request, the Board determines that the Participant has incurred a Hardship, the Board may, in its discretion, authorize the immediate distribution of all or any portion of the Participant's Account.

8.2. Other Acceleration Events. To the extent permitted by Section 409A, notwithstanding the terms of an Initial Election or Subsequent Election, distribution of all or part of a Participant's Account may be made:

8.2.1. To fulfill a domestic relations order (as defined in section 414(p)(1)(B) of the Code) to the extent permitted by Treasury Regulations section 1.409A-3(j)(4)(ii) or any successor provision of law).

8.2.2. To the extent necessary to comply with laws relating to avoidance of conflicts of interest, as provided in Treasury Regulation section 1.409A-3(j)(4)(iii) (or any successor provision of law).

8.2.3. To pay employment taxes to the extent permitted by Treasury Regulation section 1.409A-3(j)(4)(vi) (or any successor provision of law).

8.2.4. In connection with the recognition of income as the result of a failure to comply with Section 409A, to the extent permitted by Treasury Regulation section 1.409A-3(j)(4)(vii) (or any successor provision of law).



8.2.5. To pay state, local or foreign taxes to the extent permitted by Treasury Regulation section 1.409A-3(j)(4)(xi) (or any successor provision of law).

8.2.6. In satisfaction of a debt of a Participant to a Participating Company where such debt is incurred in the ordinary course of the service relationship between the Participant and the Participating Company, to the extent permitted by Treasury Regulation section 1.409A-3(j)(4)(xiii) (or any successor provision of law).

8.2.7. In connection with a bona fide dispute as to a Participant's right to payment, to the extent permitted by Treasury Regulation section 1.409A-3(j)(4)(xiv) (or any successor provision of law).

#### **ARTICLE 9 – INTERPRETATION**

9.1. Authority of Committee. The Committee shall have full and exclusive authority to construe, interpret and administer this Plan and the Committee's construction and interpretation thereof shall be binding and conclusive on all persons for all purposes.

9.2. Claims Procedure. If an individual (hereinafter referred to as the "Applicant," which reference shall include the legal representative, if any, of the individual) does not receive timely payment of benefits to which the Applicant believes he is entitled under the Plan, the Applicant may make a claim for benefits in the manner hereinafter provided.

An Applicant may file a claim for benefits with the Administrator on a form supplied by the Administrator. If the Administrator wholly or partially denies a claim, the Administrator shall provide the Applicant with a written notice stating:

(a) The specific reason or reasons for the denial;

(b) Specific reference to pertinent Plan provisions on which the denial is based;

(c) A description of any additional material or information necessary for the Applicant to perfect the claim and an explanation of why such material or information is necessary; and

(d) Appropriate information as to the steps to be taken in order to submit a claim for review.

Written notice of a denial of a claim shall be provided within 90 days of the receipt of the claim, provided that if special circumstances require an extension of time for processing the claim, the Administrator may notify the Applicant in writing that an additional period of up to 90 days will be required to process the claim.

If the Applicant's claim is denied, the Applicant shall have 60 days from the date of receipt of written notice of the denial of the claim to request a review of the denial of the claim by the Administrator. Request for review of the denial of a claim must be submitted in writing. The Applicant shall have the right to review pertinent documents and submit issues and

comments to the Administrator in writing. The Administrator shall provide a written decision within 60 days of its receipt of the Applicant's request for review, provided that if special circumstances require an extension of time for processing the review of the Applicant's claim, the Administrator may notify the Applicant in writing that an additional period of up to 60 days shall be required to process the Applicant's request for review.

It is intended that the claims procedures of this Plan be administered in accordance with the claims procedure regulations of the Department of Labor set forth in 29 CFR § 2560.503-1.

Claims for benefits under the Plan must be filed with the Administrator at the following address:

Comcast Corporation  
One Comcast Center  
1701 John F. Kennedy Boulevard  
Philadelphia, PA 19103  
Attention: General Counsel

#### **ARTICLE 10 – AMENDMENT OR TERMINATION**

10.1. Amendment or Termination. Except as otherwise provided by Section 10.2, the Company, by action of the Board or by action of the Committee, shall have the right at any time, or from time to time, to amend or modify this Plan. The Company, by action of the Board, shall have the right to terminate this Plan at any time.

10.2. Amendment of Rate of Credited Earnings. No amendment shall change the Applicable Interest Rate with respect to the portion of a Participant's Account that is attributable to an Initial Election or Subsequent Election made with respect to Compensation earned in a calendar year and filed with the Administrator before the date of adoption of such amendment by the Board. For purposes of this Section 10.2, a Subsequent Election to defer the payment of part or all of an Account for an additional period after a previously-elected payment date (as described in Section 3.5) shall be treated as a separate Subsequent Election from any previous Initial Election or Subsequent Election with respect to such Account.

#### **ARTICLE 11 – WITHHOLDING OF TAXES**

Whenever the Participating Company is required to credit deferred Compensation to the Account of a Participant, the Participating Company shall have the right to require the Participant to remit to the Participating Company an amount sufficient to satisfy any federal, state and local withholding tax requirements prior to the date on which the deferred Compensation shall be deemed credited to the Account of the Participant, or take any action whatever that it deems necessary to protect its interests with respect to tax liabilities. The Participating Company's obligation to credit deferred Compensation to an Account shall be conditioned on the Participant's compliance, to the Participating Company's satisfaction, with any withholding requirement. To the maximum extent possible, the Participating Company shall satisfy all applicable withholding tax requirements by withholding tax from other Compensation

payable by the Participating Company to the Participant, or by the Participant's delivery of cash to the Participating Company in an amount equal to the applicable withholding tax.

#### ARTICLE 12 – MISCELLANEOUS PROVISIONS

12.1. No Right to Continued Employment. Nothing contained herein shall be construed as conferring upon any Participant the right to remain in service as an Outside Director or Director Emeritus or in the employment of a Participating Company as an executive or in any other capacity.

12.2. Expenses of Plan. All expenses of the Plan shall be paid by the Participating Companies.

12.3. Gender and Number. Whenever any words are used herein in any specific gender, they shall be construed as though they were also used in any other applicable gender. The singular form, whenever used herein, shall mean or include the plural form, and *vice versa*, as the context may require.

12.4. Law Governing Construction. The construction and administration of the Plan and all questions pertaining thereto, shall be governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and other applicable federal law and, to the extent not governed by federal law, by the laws of the Commonwealth of Pennsylvania.

12.5. Headings Not a Part Hereof. Any headings preceding the text of the several Articles, Sections, subsections, or paragraphs hereof are inserted solely for convenience of reference and shall not constitute a part of the Plan, nor shall they affect its meaning, construction, or effect.

12.6. Severability of Provisions. If any provision of this Plan is determined to be void by any court of competent jurisdiction, the Plan shall continue to operate and, for the purposes of the jurisdiction of that court only, shall be deemed not to include the provision determined to be void.

#### ARTICLE 13 – EFFECTIVE DATE

The effective date of this amendment and restatement of the Plan shall be February 22, 2011, except to the extent otherwise provided in the Plan. The original effective date of the Plan is January 1, 2005.

IN WITNESS WHEREOF, COMCAST CORPORATION has caused this Plan to be executed by its officers thereunto duly authorized, and its corporate seal to be affixed hereto, as of the 22<sup>nd</sup> day of February, 2011.

COMCAST CORPORATION

-21-

BY: /s/ David L. Cohen

ATTEST: /s/ Arthur R. Block

**FORM OF COMCAST CORPORATION  
RESTRICTED STOCK UNIT AWARD**

This is a Restricted Stock Unit Award (the "Award") dated [Month/Day], [Year 1] 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.”

(1) In General. In general, the term “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 payments and receipts related to certain nonoperating items, net of estimated tax benefits (such as income taxes on investment sales, and nonrecurring payments related to income tax 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 prior year reconciliations of “Free Cash Flow” to the Company’s “Net Cash Provided by Operating Activities” 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).

(2) Adjustments to Free Cash Flow Relating to NBCUniversal Transaction. For purposes of determining whether a Performance Goal is satisfied:

(a) Free Cash Flow for each of the [Year 1], [Year 2], [Year 3], [Year 4] and [Year 5] calendar years shall be adjusted to exclude the operating results of NBCUniversal.

(b) Free Cash Flow for 2010 shall be adjusted to exclude the operating results of the businesses that were contributed to NBCUniversal as part of the NBCUniversal Transaction, including but not limited to the Regional Sports Networks, the Comcast Programming Division, Daily Candy and Fandango.

In each case, after-cash taxes, interest, distributions to non-controlling interests and all other relevant factors shall be adjusted to ensure comparability of Free Cash Flow for a calendar year to Free Cash Flow for the immediately preceding calendar year.

(3) Comparability of Free Cash Flow Between Calendar Years. With respect to any Performance Goal applicable to this Award, 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 (other than a transaction that would affect amounts excluded from the determination of Free Cash Flow pursuant to Paragraph 1(j)(2)), the Committee shall adjust the Free Cash Flow for the prior calendar year and the year to which the performance condition applies to take into account the impact of such acquisition or disposition on a pro forma basis such that the measurement of Free Cash Flow for the year to which the performance condition applies is comparable to that for 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) “HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

(m) “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.

(n) “NBCUniversal” means NBCUniversal, LLC, a Delaware limited liability company, and its controlled Affiliates.

(o) “NBCUniversal Transaction” means the Company’s acquisition of a controlling interest in NBCUniversal.

(p) “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.

(q) “Performance Goal”<sup>1</sup> means Free Cash Flow for a calendar year that exceeds Free Cash Flow for the immediately preceding calendar year. Accordingly:

(1) The “First Performance Goal” will be satisfied if Free Cash Flow for [Year 1] exceeds Free Cash Flow for [Year 0];

(2) The “Second Performance Goal” will be satisfied if Free Cash Flow for [Year 2] exceeds Free Cash Flow for [Year 1];

(3) The “Third Performance Goal” will be satisfied if Free Cash Flow for [Year 3] exceeds Free Cash Flow for [Year 2];

(4) The “Fourth Performance Goal” will be satisfied if Free Cash Flow for [Year 4] exceeds Free Cash Flow for [Year 3]; and

(5) The “Fifth Performance Goal” will be satisfied if Free Cash Flow for [Year 5] exceeds Free Cash Flow for [Year 4].

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

(s) “Restricted Period” means, with respect to each Restricted Stock Unit, the period beginning on the Date of Grant and ending on the Vesting Date.

(t) “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

<sup>1</sup> The schedule presented in this form is indicative. The schedule applicable to awards may vary.

Awards Summary Schedule. Each Restricted Stock Unit entitles Grantee, upon the Vesting Date of such Restricted Stock Unit, to receive one Share.

(u) "Retired Grantee" means Grantee, following Grantee's termination of employment pursuant to a Normal Retirement.

(v) "Rule 16b-3" means Rule 16b-3 promulgated under the 1934 Act, as in effect from time to time.

(w) "Shares" mean shares of the Company's Class A Common Stock, par value \$.01 per share.

(x) "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.

(y) "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, provided further that the applicable Performance Goal as set forth on the attached Long-Term Incentive Awards Summary Schedule have been satisfied, and provided further that Grantee has complied with all applicable provisions of the HSR Act.

(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; provided, however, that Grantee has complied with all applicable provisions of the HSR Act.

(c) Notwithstanding Paragraphs 3(a) to the contrary, and subject to the non-solicitation or non-competition obligations described in Paragraph 3(d), if Grantee terminates employment with the Company or a Subsidiary Company during the Restricted Period after having attained age 62 and completing ten (10) or more years of service with the Company or a Subsidiary Company, the following shall apply, provided further that the applicable Performance Goal as set forth on the attached Long-Term Incentive Awards Summary Schedule



have been satisfied, and provided further that Grantee has complied with all applicable provisions of the HSR Act:

(1) If, at the time of such termination of employment, Grantee has completed at least ten (10) but less than fifteen (15) years of service with the Company or a Subsidiary Company, any Vesting Date for the Restricted Stock Units that would have occurred on or prior to the date that is the third (3<sup>rd</sup>) anniversary of such termination of employment shall continue to occur in accordance with the Long-Term Incentive Awards Summary Schedule, and as of each Vesting Date Grantee shall be entitled to the delivery of Shares with respect to such Restricted Stock Units.

(2) If, at the time of such termination of employment, Grantee has completed at least fifteen (15) but less than twenty (20) years of service with the Company or a Subsidiary Company, any Vesting Date for the Restricted Stock Units that would have occurred on or prior to the date that is the fourth (4<sup>th</sup>) anniversary of such termination of employment shall continue to occur in accordance with the 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.

(3) If, at the time of such termination of employment, such Grantee has completed twenty (20) or more years of services with the Company or a Subsidiary Company, any Vesting Date for the Restricted Stock Units that would have occurred on or prior to the date that is the fifth (5<sup>th</sup>) anniversary of such termination of employment shall continue to occur in accordance with the 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.

(d) Notwithstanding Paragraph 3(c), the Restricted Stock Units will be subject to forfeiture by the Committee, in its sole discretion, if Grantee breaches either of the following non-solicitation or non-competition obligations during the period following termination of employment and before the applicable Vesting Date:

(1) Grantee shall not, directly or indirectly, solicit, induce, encourage or attempt to influence any customer, employee, consultant, independent contractor, service provider or supplier of the Company to cease to do business or to terminate the employment or other relationship with the Company.

(2) Grantee shall not, directly or indirectly, engage or be financially interested in (as an agent, consultant, director, employee, independent contractor, officer, owner, partner, principal or otherwise), any activities for any business (whether conducted by an entity or individuals, including Grantee 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, any of its subsidiaries or any other business unit of the Company, or being planned by the Company, any of its subsidiaries or any other business unit of the Company with Grantee's knowledge at the time of Grantee's termination of employment. This restriction shall apply in any geographical area of the United States in which the Company carries out business activities.

Nothing herein shall prevent Grantee 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.

(e) If Restricted Stock Units would have vested pursuant to the Long-Term Incentive Awards Summary Schedule or Paragraphs 3(b) or 3(c), but did not vest solely because Grantee was not in compliance with all applicable provisions of the HSR Act, the Vesting Date for such Restricted Stock Units shall occur on the first date following the date on which they would have vested pursuant to the Long-Term Incentive Awards Summary Schedule or Paragraphs 3(b) or 3(c) on which Grantee has complied with all applicable provisions of the HSR Act.

#### 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 and except as otherwise provided in Paragraph 3(c), Grantee shall forfeit the Restricted Stock Units as of such 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, [Year 1].

(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. 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) 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. Section 409A. Notwithstanding the above, to the extent that any Restricted Stock Units are determined by the Company to be “nonqualified deferred compensation” under section 409A of the Code and its implementing regulations and guidance and Shares become deliverable with respect to such Restricted Stock Units as a result of the Grantee’s termination of employment, such Shares will only be delivered if such termination of employment constitutes a “separation from service” within the meaning of Treas. Reg. 1.409A-1(h) and, to the extent compliance with the requirements of Treas. Reg. § 1.409A-3(i)(2) is necessary to avoid the application of an additional tax under Section 409A of the Code, Shares that are otherwise become deliverable upon the Grantee’s “separation from service” will be deferred (without interest) and issued to the Grantee immediately following that six month period.

10. 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.

11. 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: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**CERTIFICATIONS**

I, Brian L. Roberts, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Comcast Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an Annual Report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 4, 2011

/s/ BRIAN L. ROBERTS

Name: Brian L. Roberts

Title: Chief Executive Officer

I, Michael J. Angelakis, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Comcast Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an Annual Report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 4, 2011

/s/ MICHAEL J. ANGELAKIS

Name: Michael J. Angelakis

Title: Chief Financial Officer

## CERTIFICATION PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT

May 4, 2011

Securities and Exchange Commission  
100 F Street, N.E.  
Washington, D.C. 20549

Ladies and Gentlemen:

The certification set forth below is being submitted in connection with the Quarterly Report on Form 10-Q of Comcast Corporation (the "Report") for the purpose of complying with Rule 13a-14(b) or Rule 15d-14(b) of the Securities Exchange Act of 1934 (the "Exchange Act") and Section 1350 of Chapter 63 of Title 18 of the United States Code.

Brian L. Roberts, the Chief Executive Officer and Michael J. Angelakis, the Chief Financial Officer of Comcast Corporation, each certifies that, to the best of his knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Exchange Act; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Comcast Corporation.

/s/ BRIAN L. ROBERTS

Name: Brian L. Roberts

Title: Chief Executive Officer

/s/ MICHAEL J. ANGELAKIS

Name: Michael J. Angelakis

Title: Chief Financial Officer