
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

**CURRENT REPORT
Pursuant To Section 13 or 15(d) of
the Securities Exchange Act of 1934**

Date of report (Date of earliest event reported): February 13, 2009

Comcast Corporation

(Exact Name of Registrant
as Specified in Charter)

Pennsylvania

(State or Other Jurisdiction of Incorporation)

001-32871

(Commission File Number)

**One Comcast Center
Philadelphia, PA**

(Address of Principal Executive Offices)

27-0000798

(IRS Employer Identification No.)

19103-2838

(Zip Code)

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

Not Applicable

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12(b) under the Exchange Act (17 CFR 240.14a-12(b))
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On February 13, 2009, Mr. Brian L. Roberts, the Chairman and Chief Executive Officer of Comcast Corporation (the “Company”), entered into documentation (including an amendment to his employment agreement) pursuant to which (i) the term of his employment agreement (which would have otherwise expired on June 30, 2009) was extended to June 30, 2010; (ii) Mr. Roberts agreed that he will receive no increase to his base salary in 2009; (iii) Mr. Roberts elected to relinquish his right to base salary and annual cash bonus continuation for up to five years following his death; and (iv) Mr. Roberts elected to relinquish his right to reimbursement and tax-related payments from the Company in connection with the premiums for his term life and split-dollar life insurance policies.

In addition, Messrs. Michael J. Angelakis (the Company’s Executive Vice President and Chief Financial Officer), Stephen B. Burke (the Company’s Executive Vice President, Chief Operating Officer and President of the Company’s Cable Division) and David L. Cohen (the Company’s Executive Vice President) has each agreed not to receive any increase in his base salary in 2009.

Item 9.01(d) Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
99.1	Amendment to Employment Agreement with Brian L. Roberts entered into on February 13, 2009.
99.2	Notice of Rights Waiver entered into on February 13, 2009.
99.3	Notice of Termination entered into on February 13, 2009.

SIGNATURES

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

COMCAST CORPORATION

Date: February 13, 2009

By: /s/ Arthur R. Block

Name: Arthur R. Block

Title: Senior Vice President, General
Counsel and Secretary

AMENDMENT TO EMPLOYMENT AGREEMENT

This AMENDMENT TO EMPLOYMENT AGREEMENT (the "Amendment"), dated as of the 13th day of February, 2009, is between COMCAST CORPORATION, a Pennsylvania corporation (together with its subsidiaries, the "Company") and BRIAN L. ROBERTS ("Employee").

BACKGROUND

WHEREAS, the parties entered into an Employment Agreement dated as of January 1, 2005 (the "Agreement") that sets forth the terms and conditions of Employee's employment with the Company, and

WHEREAS, the parties desire to amend the Agreement on the terms and conditions contained herein.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Subparagraph 2(ii) of the Agreement is hereby deleted and replaced in its entirety by the following: "(ii) June 30, 2010."
2. The following sentence is hereby added at the end of subparagraph 3(a) of the Agreement: "Notwithstanding the foregoing, the parties agree that Employee shall receive no increase in Base Salary during 2009 nor in 2010 prior to March 1."
3. Subparagraphs 13(a)(i) and (b)(ii)(I) are hereby deleted.
4. Except as modified hereby, the Agreement shall continue unmodified and in full force and effect.

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

COMCAST CORPORATION

By: /s/ Arthur R. Block

EMPLOYEE:

/s/ Brian L. Roberts

Brian L. Roberts

Notice of Rights Waiver

This is my written notice of my voluntary waiver of my rights to bonus payments under Section 4.3 of the Comcast Corporation (the "Company") 1992 Executive Split Dollar Life Insurance Plan, effective as of January 1, 2009. This waiver does not affect: (i) my rights and obligations under the Split-Dollar Life Insurance Agreement dated as of October 9, 1992, as amended (the "Agreement"), among myself, the Company and Sheldon M. Bonovitz, Trustee U/D/T of Brian L. Roberts, dated October 5, 1992 (the "Trust"); (ii) the related Collateral Assignment, as amended (the "Assignment"), by the Trust, dated as of February 10, 1993; or (iii) the continued effectiveness of the life insurance policy referred to in such Agreement and the Assignment.

/s/ Brian L. Roberts

Brian L. Roberts

Date: February 13, 2009

Notice of Termination

This is my written notice of termination of: (i) the Term Life Insurance Premium and Tax Bonus Agreement dated as of September 23, 1998 (as amended by Amendment to Term Life Insurance Premium and Tax Bonus Agreement dated as of May 22, 2006); and (ii) Life Insurance Premium and Tax Bonus Agreement dated as of May 22, 2006 (as amended by Amendment to Life Insurance Premium and Tax Bonus Agreement dated as of September 15, 2006); in each case effective as of January 1, 2009.

/s/ Brian L. Roberts

Brian L. Roberts

Date: February 13, 2009
