

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

FORM 8-A/A

FOR REGISTRATION OF CERTAIN CLASSES OF SECURITIES
PURSUANT TO SECTION 12(b) OR 12(g) OF THE
SECURITIES EXCHANGE ACT OF 1934

COMCAST CORPORATION

COMCAST CABLE COMMUNICATIONS, LLC
COMCAST CABLE HOLDINGS, LLC
COMCAST MO GROUP, INC.
COMCAST MO OF DELAWARE, LLC
(Exact Name of Registrant as Specified in Its Charter)

PENNSYLVANIA	27-0000798
DELAWARE	23-2175755
DELAWARE	84-1260157
DELAWARE	91-2047743
DELAWARE	84-1372033
(State of Incorporation or Organization)	(I.R.S. Employer Identification No.)
One Comcast Center	19103-2838
Philadelphia, Pennsylvania	(Zip Code)
(Address of Principal Executive Offices)	

NBCUniversal Media, LLC

(Exact Name of Registrant as Specified in Its Charter)

DELAWARE	14-1682529
(State of Incorporation or Organization)	(I.R.S. Employer Identification No.)
30 Rockefeller Plaza	10112-0015
New York, New York	(Zip Code)
(Address of Principal Executive Offices)	

If this form relates to the registration of a class of securities pursuant to Section 12(b) of the Exchange Act and is effective pursuant to General Instruction A.(c), please check the following box.

If this form relates to the registration of a class of securities pursuant to Section 12(g) of the Exchange Act and is effective pursuant to General Instruction A.(d), please check the following box.

Securities Act registration statement file number to which this form relates: _____
(If applicable)

Securities to be registered pursuant to Section 12(b) of the Act:

<u>Title of Each Class to be so Registered</u>	<u>Name of Each Exchange on Which Each Class is to be Registered</u>
NBCUniversal Media, LLC Guarantees to Comcast Corporation's 5.00% Notes due 2061	New York Stock Exchange

Securities to be registered pursuant to Section 12(g) of the Act:

None
(Title of Class)

INFORMATION REQUIRED IN REGISTRATION STATEMENT

Item 1. Description of Registrants' Securities to be Registered

Comcast Corporation and Comcast Cable Communications, LLC, Comcast Cable Holdings, LLC, Comcast MO Group, Inc. and Comcast MO of Delaware, LLC hereby amend their Registration Statement on Form 8-A (File No. 001-32871), filed on November 30, 2012, and their Registration Statement on Form 8-A (File No. 001-32871) filed on November 18, 2010, and Comcast Cable Communications, LLC (formerly known as AT&T Broadband Corp.) hereby amends its Registration Statement on Form 8-A (File No. 001-31526) filed on November 1, 2002, as amended on December 20, 2002, in each case to add NBCUniversal Media, LLC as a guarantor of Comcast Corporation's 5.00% Notes due 2061, Comcast Corporation's 5.50% Notes due 2029 and Comcast Cable Communications, LLC's 9.455% Guaranteed Notes due 2022 (together, the "**Guarantees**"). The description of the Guarantees presented under Items 1.01 and 3.03 in Comcast Corporation's Current Report on Form 8-K filed with the Securities and Exchange Commission on March 27, 2013 is incorporated herein by reference.

Item 2. Exhibits

**Exhibit
Number**

Description

- | | |
|-----|---|
| 4.1 | Indenture dated as of January 7, 2003 by and among Comcast Corporation (" Comcast "), the subsidiary guarantors party thereto and The Bank of New York Mellon (formerly known as The Bank of New York) as trustee (the " Trustee "), relating to Comcast's debt securities (incorporated by reference to Exhibit 4.4 to Comcast's Annual Report on Form 10-K for the year ended December 31, 2008, filed with the Securities and Exchange Commission on February 20, 2009). |
| 4.2 | Supplemental Indenture dated as of March 25, 2003 by and among Comcast, the subsidiary guarantors party thereto and the Trustee (incorporated by reference to Exhibit 4.5 to Comcast's Annual Report on Form 10-K for the year ended December 31, 2008, filed with the Securities and Exchange Commission on February 20, 2009). |
| 4.3 | Second Supplemental Indenture, dated as of August 31, 2009 by and among Comcast, the subsidiary guarantors party thereto and the Trustee (incorporated by reference to Exhibit 4.1 to Comcast's Current Report on Form 8-K, filed with the Securities and Exchange Commission on September 2, 2009). |
| 4.4 | Third Supplemental Indenture, dated as of March 27, 2013, by and among Comcast, the subsidiary guarantors party thereto and the Trustee (incorporated by reference to Exhibit 4.4 to Comcast's Quarterly Report on Form 10-Q for the quarter ended March 21, 2013, filed with the Securities and Exchange Commission on May 1, 2013). |
| 4.5 | Form of Indenture among Comcast Cable Communications, LLC (formerly known as AT&T Broadband Corp.), the guarantors party thereto and the Trustee relating to the 9.455% Guaranteed Notes due November 15, 2022 (incorporated by reference to |

<u>Exhibit Number</u>	<u>Description</u>
	Exhibit 4.18 to Comcast's Amended Registration Statement on Form S-4/A filed with the Securities and Exchange Commission on September 26, 2002).
4.6	First Supplemental Indenture, dated August 31, 2009, among Comcast Cable Communications, LLC, the guarantors party thereto and the Trustee.
4.7	Second Supplemental Indenture, dated as of March 27, 2013, among Comcast Cable Communications, LLC, the guarantors party thereto and the Trustee.
4.8	Form of Officers' Certificate setting forth the terms of Comcast Corporation's 5.00% Notes due 2061 (incorporated by reference to Exhibit 4.4 to Comcast's Registration Statement on Form 8-A filed with the Securities and Exchange Commission on December 3, 2012).
4.9	Form of Officers' Certificate setting forth the terms of Comcast Corporation's 5.50% Notes due 2029 (incorporated by reference to Exhibit 4.4 to Comcast's Registration Statement on Form 8-A filed with the Securities and Exchange Commission on November 18, 2010).

SIGNATURE

Pursuant to the requirements of Section 12 of the Securities Exchange Act of 1934, the registrants have duly caused this registration statement to be signed on their behalf by the undersigned, thereto duly authorized.

COMCAST CORPORATION

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

COMCAST CABLE COMMUNICATIONS, LLC

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

COMCAST CABLE HOLDINGS, LLC

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

COMCAST MO GROUP, INC.

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

COMCAST MO OF DELAWARE, LLC

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

NBCUNIVERSAL MEDIA, LLC

By: /s/ ARTHUR R. BLOCK
Name: Arthur R. Block
Title: Senior Vice President

Date: May 5, 2014

FIRST SUPPLEMENTAL INDENTURE

FIRST SUPPLEMENTAL INDENTURE dated as of August 31, 2009 (this “**Supplemental Indenture**”), among Comcast Cable Communications, LLC (f/k/a Comcast Cable Communications, Inc.), a Delaware limited liability company (the “**Successor Issuer**”), Comcast Corporation (f/k/a AT&T Comcast Corporation), a Pennsylvania corporation (“**Comcast**”), Comcast Cable Holdings, LLC (f/k/a AT&T Broadband, LLC), a Delaware limited liability company (“**Comcast Cable Holdings**”), Comcast MO Group, Inc. (f/k/a MediaOne Group, Inc.), a Delaware corporation (“**Comcast MO Group**,” and collectively with Comcast, Comcast Cable Holdings and the Comcast MO Group, the “**Original Guarantors**”), Comcast MO of Delaware, LLC, a Delaware limited liability company (“**Comcast MO of Delaware**”), and The Bank of New York Mellon (f/k/a The Bank of New York), as trustee (the “**Trustee**”).

WHEREAS, Comcast Cable Communications Holdings, Inc. (f/k/a/ AT&T Broadband Corp.), a Delaware corporation (“**Comcast Cable Communications Holdings**”), is the successor issuer under the Indenture, dated as of November 14, 2002 (the “**Original Indenture**” and together with this Supplemental Indenture, the “**Indenture**”), pursuant to which Comcast Cable Communications Holdings (as successor issuer) issued, and the Trustee authenticated and delivered certain securities which are, as of the date hereof, outstanding (the “**Outstanding Securities**”) and pursuant to which a successor issuer may issue securities in the future (the “**New Securities**,” and together with the Outstanding Securities, the “**Securities**”);

WHEREAS, on the date hereof, pursuant to an Agreement of Merger, dated as of August 27, 2009 between the Successor Issuer and Comcast Cable Communications Holdings, Comcast Cable Communications Holdings is being merged with and into the Successor Issuer, with the Successor Issuer continuing as the surviving entity;

WHEREAS, in accordance with Section 8.01, the Successor Issuer desires to assume all of the obligations of Comcast Cable Communications Holdings under the Indenture;

WHEREAS, each of the Successor Issuer, Comcast Cable Holdings, Comcast MO Group and Comcast MO of Delaware is a Wholly-Owned Subsidiary of Comcast;

WHEREAS, each of the Original Guarantors irrevocably, fully and unconditionally guarantee, jointly and severally, on an unsecured basis, the full and punctual payment (whether at maturity, upon redemption, or otherwise) of the principal and interest on, and all other amounts payable under, each Security, and

the full and punctual payment of all other amounts payable by the Successor Issuer under the Indenture;

WHEREAS, Comcast MO of Delaware desires to irrevocably, fully and unconditionally guarantee, jointly and severally with the Original Guarantors, on an unsecured basis, the full and punctual payment (whether at maturity, upon redemption, or otherwise) of the principal and interest on, and all other amounts payable under, each Security, and the full and punctual payment of all other amounts payable by the Successor Issuer under the Indenture;

WHEREAS, pursuant to Section 7.01(g) of the Indenture, the Company and the Trustee may amend or supplement the Indenture without consent of any Holder to make any change that does not adversely affect the rights of any Holder;

WHEREAS, the Successor Issuer, the Original Guarantors and Comcast MO of Delaware have requested that the Trustee execute and deliver this Supplemental Indenture and all requirements necessary to make this Supplemental Indenture a valid instrument in accordance with its terms, and the execution and delivery of this Supplemental Indenture have been duly authorized in all respects;

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Successor Issuer, the Original Guarantors, Comcast MO of Delaware and the Trustee do hereby supplement and amend the Original Indenture without notice to or consent of any Securityholder as follows:

ARTICLE 1
DEFINITIONS

Section 1.01. *Definitions.* Capitalized terms that are defined in the preamble or the recitals hereto shall have such meanings throughout this Supplemental Indenture. Capitalized terms used but not defined in this Supplemental Indenture have the meanings assigned thereto in the Original Indenture. The meanings assigned to all defined terms used in this Supplemental Indenture shall be equally applicable to both the singular and plural forms of such defined terms.

Section 1.02. *Amendments.* The Indenture is hereby amended as follows:

“**Cable Guarantor**” means each of Comcast Corporation, Comcast Cable Holdings, LLC, Comcast MO Group, Inc. and Comcast

MO of Delaware, LLC, in each case excluding such entities' Subsidiaries and unless and until such Cable Guarantor is release from its Cable Guarantee pursuant to this Indenture.

“**Issuer**” means (except as otherwise provided in Article 5 of the Indenture) Comcast Cable Communications, LLC, a Delaware limited liability company, and, subject to Article 8 of the Indenture, its successors and assigns.

ARTICLE 2 ASSUMPTION OF OBLIGATIONS

Section 2.01. *Assumption of Obligations.* In accordance with the provisions of Section 8.01 of the Indenture, the Successor Issuer hereby assumes the due and punctual payment of the principal and interest on all the Securities, according to their tenor, and the due and punctual performance and observance of all of the covenants and conditions of the Indenture to be performed or observed by the Issuer.

ARTICLE 3 GUARANTEES

Section 3.01. *Guarantee.* Subject to Section 12.09 of the Indenture, Comcast MO of Delaware hereby agrees to be bound by all obligations of a Guarantor as set forth under the Indenture including, but not limited to irrevocably, fully and unconditionally guaranteeing, jointly and severally, on an unsecured basis, the full and punctual payment (whether at maturity, upon redemption, or otherwise) of the principal of and interest on, and all other amounts payable under, each Security, and the full and punctual payment of all other amounts payable by the Successor Issuer under the Indenture, upon the terms and subject to the conditions of the Indenture.

The following Section 12.10 is hereby added to Article 12 of the Original Indenture:

Section 12.10. *Additional Guarantors.* If, from time to time, a Comcast Subsidiary desires to be added as a Guarantor under the Indenture and such Subsidiary agrees to assume all the obligations of a Guarantor under the Indenture including without limitation, the obligations specified under this Article 12, such Subsidiary may be added to the definition of “Guarantor” under the Indenture by entering into a

written agreement with the Successor Issuer and the Trustee in the form attached as Exhibit A. Execution of such written agreement by a Subsidiary evidences the Guarantee of such Subsidiary and constitutes due delivery of the Guarantee as set forth in this Supplemental Indenture on behalf of the Subsidiary with respect to the Outstanding Securities. The execution of such written agreement evidences the Guarantee of such Subsidiary with respect to any New Security, whether or not the person signing as an officer of the Subsidiary still holds that office at the time of authentication of such New Security. The delivery of any New Security by the Trustee after authentication constitutes due delivery of the Guarantees as set forth in this Supplemental Indenture on behalf of the Subsidiary.

ARTICLE 4
MISCELLANEOUS

Section 4.01. *Date and Time of Effectiveness.* This Supplemental Indenture shall become a legally effective and binding instrument at and as of the date hereof.

Section 4.02. *Supplemental Indenture Incorporated Into Indenture.* The terms and conditions of this Supplemental Indenture shall be deemed to be part of the Indenture for all purposes relating to the Securities. The Original Indenture is hereby incorporated by reference herein and the Original Indenture, as supplemented by this Supplemental Indenture, is in all respects adopted, ratified and confirmed.

Section 4.03. *Outstanding Securities Deemed Conformed.* As of the date hereof, the provisions of the Outstanding Securities shall be deemed to be conformed, without the necessity for any reissuance or exchange of such Outstanding Security or any other action on the party of the holders of Outstanding Securities, the Successor Issuer or the Trustee, so as to reflect this Supplemental Indenture.

Section 4.04. *Separability.* In case any provision in this Supplemental Indenture, or in the Indenture, shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, it being intended that all of the provisions hereof shall be enforceable to the full extent permitted by law.

Section 4.05. *Benefits of Supplemental Indenture.* Nothing in this Supplemental Indenture, expressed or implied, shall give or be construed to give to any person, firm or corporation, other than the parties hereto and the holders of

Securities, any benefit or any legal or equitable right, remedy or claim under this Supplemental Indenture or the Indenture.

Section 4.06. *Successors.* Subject to Section 12.09 of the Original Indenture, all agreements of the Successor Issuer, the Guarantors and the Trustee in this Supplemental Indenture and in the Indenture shall bind their respective successors.

Section 4.07. *New York Law to Govern.* **This Supplemental Indenture shall be deemed to be a contract under the laws of the State of New York, and for all purposes shall be construed in accordance with the laws of such State.**

Section 4.08. *Counterparts.* This Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original; but such counterparts shall together constitute but one and the same instrument.

Section 4.09. *Effect Of Headings.* The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 4.10. *Trustee.* The Trustee makes no representations as to the validity or sufficiency of this Supplemental Indenture. The recitals and statements herein are deemed to be those of the Successor Issuer, the Original Guarantors and Comcast MO of Delaware and not of the Trustee.

IN WITNESS WHEREOF, each the parties have caused this Supplemental Indenture to be duly executed, all as of the first date written above.

COMCAST CORPORATION

By: /s/ William E. Dordelman
Name: William E. Dordelman
Title: Vice President and
Treasurer

(CORPORATE SEAL)

Attest:

By: /s/ ARM

COMCAST CABLE
COMMUNICATIONS, LLC

By: /s/ William E. Dordelman
Name: William E. Dordelman
Title: Vice President and
Treasurer

(CORPORATE SEAL)

Attest:

By: /s/ ARM

COMCAST MO GROUP, INC.

By: /s/ William E. Dordelman
Name: William E. Dordelman
Title: Vice President and
Treasurer

(CORPORATE SEAL)

Attest:

By: /s/ ARM

COMCAST CABLE HOLDINGS, LLC

By: /s/ William E. Dordelman
Name: William E. Dordelman
Title: Vice President and
Treasurer

(CORPORATE SEAL)

Attest:

By: /s/ ARM

COMCAST MO OF DELAWARE, LLC

By: /s/ William E. Dordelman
Name: William E. Dordelman
Title: Vice President and
Treasurer

(CORPORATE SEAL)

Attest:

By: /s/ ARM

THE BANK OF NEW YORK MELLON,
as Trustee

By: /s/ Mary Miselis

Name: **MARY MISELIS**
Title: **VICE PRESIDENT**

Additional Guarantor Agreement

This Additional Guarantor Agreement (the “**Agreement**”) is entered into as of _____, 20__ among Comcast Cable Communications, LLC, a Delaware limited liability company (the “**Issuer**”), [_____] (the “**New Guarantor**”), and The Bank of New York Mellon, as trustee (the “**Trustee**”).

WHEREAS, the Issuer is the successor issuer under the Indenture, dated as of November 14, 2002 (the “**Indenture**”), pursuant to which the Issuer (as successor issuer) issued, and the Trustee authenticated and delivered, certain securities which are, as of the date hereof, outstanding (the “**Outstanding Securities**”) and pursuant to which the Issuer may issue securities in the future (the “**New Securities**,” and together with the Outstanding Securities, the “**Securities**”) which Securities have been guaranteed by Comcast Corporation, a Pennsylvania corporation, Comcast Cable Holdings, LLC, a Delaware limited liability company, Comcast MO Group, Inc., a Delaware corporation, and Comcast MO of Delaware, LLC, a Delaware limited liability company;

WHEREAS, pursuant to Section 12.10 of the First Supplemental Indenture, dated as of [_____], 2009, (the “**First Supplemental Indenture**”) the New Guarantor may become a Guarantor under the Indenture by entering into this Agreement among the New Guarantor, the Issuer and the Trustee; and

WHEREAS, the New Guarantor wishes to enter into this Agreement to make the guarantees as provided under the Indenture a valid obligation of the New Guarantor, and the execution and delivery of this Agreement have been duly authorized in all respects;

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Issuer, the New Guarantor, and the Trustee hereby agree as follows for the equal and ratable benefit of the holders of the Securities:

1. The parties hereby agree to the addition of the New Guarantor to the definition of “**Guarantor**” under the Indenture and the New Guarantor agrees to be bound by all obligations of a Guarantor as set forth under the Indenture including, but not limited to irrevocably, fully and unconditionally guaranteeing, jointly and severally, on an unsecured basis, the full and punctual payment (whether at maturity, upon redemption, or otherwise) of the principal of and interest on, and all other amounts payable under, each Security, and the full and

punctual payment of all other amounts payable by the Issuer under the Indenture, upon the terms and subject to the conditions of the Indenture.

2. This Agreement shall be deemed to be a contract under the laws of the State of New York, and for all purposes shall be construed in accordance with the laws of such State.

3. This Agreement may be executed in any number of counterparts, each of which shall be an original; but such counterparts shall together constitute but one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, each the parties have caused this Agreement to be duly executed, and its corporate seal to be hereunto affixed and attested, all as of the first date written above.

COMCAST CABLE
COMMUNICATIONS, LLC

By: _____
Name:
Title:

(CORPORATE SEAL)

Attest:

By: _____

[_____]

By: _____
Name:
Title:

(CORPORATE SEAL)

Attest:

By: _____

THE BANK OF NEW YORK MELLON,
as Trustee

By: _____
Name:
Title:

[_____]

By: _____
Name:
Title:

(CORPORATE SEAL)

Attest:

By: _____

SECOND SUPPLEMENTAL INDENTURE

SECOND SUPPLEMENTAL INDENTURE dated as of March 27, 2013 (this “**Supplemental Indenture**”), among Comcast Cable Communications, LLC (f/k/a Comcast Cable Communications, Inc.), a Delaware limited liability company (the “**Company**”), Comcast Corporation, a Pennsylvania corporation, Comcast Cable Holdings, LLC, a Delaware limited liability company, Comcast MO Group, Inc., a Delaware corporation, Comcast MO of Delaware, LLC (f/k/a Comcast MO of Delaware, Inc.), a Delaware limited liability company (collectively the “**Original Guarantors**”), NBCUniversal Media, LLC, a Delaware limited liability company (the “**New Guarantor**” and, together with the Original Guarantors, the “**Guarantors**”) and The Bank of New York Mellon (f/k/a The Bank of New York), as trustee (the “**Trustee**”).

WHEREAS, the Company is the successor issuer to AT&T Broadband Corp. (“**AT&T Broadband**”) under the Indenture, dated as of November 14, 2002, as supplemented by a First Supplemental Indenture, dated as of August 31, 2009, (collectively, the “**Original Indenture**” and together with this Supplemental Indenture, the “**Indenture**”), pursuant to which AT&T Broadband issued, and the Trustee authenticated and delivered certain securities which are, as of the date hereof, outstanding (the “**Outstanding Securities**”) and pursuant to which the Company may issue securities in the future (the “**New Securities**,” and together with the Outstanding Securities, the “**Securities**”);

WHEREAS, the Original Guarantors irrevocably, fully and unconditionally guaranteed, jointly and severally, on an unsecured basis, the full and punctual payment (whether at maturity, upon redemption, or otherwise) of the principal and interest on, and all other amounts payable under, each Security, and the full and punctual payment of all other amounts payable by the Company under the Original Indenture;

WHEREAS, the New Guarantor desires to irrevocably, fully and unconditionally guarantee, jointly and severally with the Original Guarantors, on an unsecured basis, the full and punctual payment (whether at maturity, upon redemption, or otherwise) of the principal of and interest on, and all other amounts payable under, each of the Securities, and the full and punctual payment of all other amounts payable by the Company under the Indenture;

WHEREAS, the Company, the Original Guarantors and the New Guarantor have requested that the Trustee execute and deliver this Supplemental Indenture and all requirements necessary to make this Supplemental Indenture a valid instrument in accordance with its terms and to make the guarantee provided under this Supplemental Indenture the valid obligations of the New Guarantor, and the execution and delivery of this Supplemental Indenture have been duly authorized in all respects; and

WHEREAS, pursuant to Section 7.01(g) of the Indenture, the Company and the Trustee, may, without consent of the Holders, when so authorized by the Board of Directors of the Company, enter into a supplement to the Indenture to make any change that does not adversely affect the rights of any Holder;

NOW, THEREFORE, the Company, the Guarantors and the Trustee do hereby supplement and amend the Original Indenture pursuant to Section 7.01 without notice to or consent of any Holder as follows:

ARTICLE 1
DEFINITIONS

Section 1.01. *Definitions.* Capitalized terms that are defined in the preamble or the recitals hereto shall have such meanings throughout this Supplemental Indenture. Capitalized terms used but not defined in this Supplemental Indenture have the meanings assigned thereto in the Original Indenture. The meanings assigned to all defined terms used in this Supplemental Indenture shall be equally applicable to both the singular and plural forms of such defined terms.

ARTICLE 2
AMENDMENTS

Section 2.01. *Amendment.* The Indenture is hereby amended as follows:

(a) The definition of “Cable Guarantor” shall be deleted and replaced with the following:

“**Cable Guarantor**” means each of Comcast Corporation, Comcast Cable Holdings, LLC, Comcast MO Group, Inc., Comcast MO of Delaware, LLC, and NBCUniversal Media, LLC (“**NBCUniversal**”), in each case excluding such entities’ Subsidiaries and unless and until such Cable Guarantor is released from its Cable Guarantee pursuant to this Indenture.

(b) The following Section 12.11 is hereby added to Article 12 of the Indenture:

“Section 12.11. *NBCUniversal Guarantee.* NBCUniversal hereby agrees to be bound by all obligations of a Cable Guarantor as set forth under the Indenture including, but not limited to irrevocably, fully and unconditionally guaranteeing, jointly and severally, on an unsecured basis, the full and punctual payment (whether at maturity, upon redemption, or otherwise) of the principal of and interest on, and all other amounts payable under, each Security, and the full and punctual payment of all other amounts payable by the Company under the Indenture, upon the terms and subject to the conditions of the Indenture, *provided,*

however, that NBCUniversal shall not be subject to the provisions of Sections 3.10 and 3.11 of the Indenture.”

ARTICLE 3
MISCELLANEOUS

Section 3.01. *Date and Time of Effectiveness.* This Supplemental Indenture shall become a legally effective and binding instrument at and as of the date hereof.

Section 3.02. *Supplemental Indenture Incorporated Into Indenture.* The terms and conditions of this Supplemental Indenture shall be deemed to be part of the Indenture for all purposes relating to the Securities. The Original Indenture is hereby incorporated by reference herein and the Original Indenture, as supplemented by this Supplemental Indenture, is in all respects adopted, ratified and confirmed.

Section 3.03. *Outstanding Securities Deemed Conformed.* As of the date hereof, the provisions of the Outstanding Securities shall be deemed to be conformed, without the necessity for any reissuance or exchange of such Outstanding Security or any other action on the party of the holders of Outstanding Securities, the Company or the Trustee, so as to reflect this Supplemental Indenture.

Section 3.04. *Separability.* In case any provision in this Supplemental Indenture, or in the Indenture, shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, it being intended that all of the provisions hereof shall be enforceable to the full extent permitted by law.

Section 3.05. *Benefits of Supplemental Indenture.* Nothing in this Supplemental Indenture, expressed or implied, shall give or be construed to give to any person, firm or corporation, other than the parties hereto and the holders of Securities, any benefit or any legal or equitable right, remedy or claim under this Supplemental Indenture or the Indenture.

Section 3.06. *Successors.* Subject to Section 12.09 of the Indenture, all agreements of the Company, the Guarantors and the Trustee in this Supplemental Indenture and in the Indenture shall bind their respective successors.

Section 3.07. ***New York Law to Govern.*** **This Supplemental Indenture shall be deemed to be a contract under the laws of the State of New York, and for all purposes shall be construed in accordance with the laws of such State.**

Section 3.08. *Counterparts*. This Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original; but such counterparts shall together constitute but one and the same instrument.

Section 3.09. *Effect of Headings*. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 3.10. *Trustee*. The Trustee makes no representations as to the validity or sufficiency of this Supplemental Indenture. The recitals and statements herein are deemed to be those of the Company and the Guarantors and not of the Trustee.

[Signature pages follow]

IN WITNESS WHEREOF, each the parties have caused this Supplemental Indenture to be duly executed, all as of the first date written above.

COMCAST CORPORATION

By: /s/ William E. Dordelman

Name: William E. Dordelman

Title: Senior Vice President and
Treasurer

Attest:

By: /s/ ARM

COMCAST CABLE
COMMUNICATIONS, LLC

By: /s/ William E. Dordelman

Name: William E. Dordelman

Title: Senior Vice President and
Treasurer

Attest:

By: /s/ ARM

COMCAST MO GROUP, INC.

By: /s/ William E. Dordelman

Name: William E. Dordelman

Title: Senior Vice President and
Treasurer

Attest:

By: /s/ ARM

COMCAST CABLE HOLDINGS, LLC

By: /s/ William E. Dordelman

Name: William E. Dordelman

Title: Senior Vice President and
Treasurer

Attest:

By: /s/ ARM

COMCAST MO OF DELAWARE, LLC

By: /s/ William E. Dordelman

Name: William E. Dordelman

Title: Senior Vice President and
Treasurer

Attest:

By: /s/ ARM

NBCUNIVERSAL MEDIA, LLC

By: /s/ William E. Dordelman

Name: William E. Dordelman

Title: Senior Vice President

Attest:

By: /s/ ARM

THE BANK OF NEW YORK MELLON,
as Trustee

By: /s/ Francine Kincaid

Name: **FRANCINE KINCAID**

Title: **VICE PRESIDENT**