
**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, 2008

Comcast Corporation

(Exact Name of Registrant as Specified in Charter)

Pennsylvania

(State or Other Jurisdiction of Incorporation)

001-32871

(Commission File Number)

27-0000798

(IRS Employer Identification No.)

1500 Market Street

Philadelphia, PA

(Address of Principal Executive Offices)

19102-2148

(Zip Code)

Registrant's telephone number, including area code: (215) 665-1700

(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.

1. Amendment to Agreement with Ralph J. Roberts

On February 13, 2008, we entered into an Amendment to Agreement with Ralph J. Roberts, Chair of the Executive and Finance Committee of the Board of Directors. We entered into this Amendment to amend certain provisions in the Agreement we entered into with Mr. Roberts on December 27, 2007 (which has been previously disclosed), and to further clarify the terms under which Mr. Roberts will continue to be employed by the Company. While Mr. Roberts continues as an active employee of the Company, serving as an advisor to the Chief Executive Officer and other members of senior management, the Amendment effects Mr. Roberts' request that the regular base compensation received by Mr. Roberts be reduced to one dollar per annum, and that the death benefit contained in the December 27, 2007 Agreement, as well as Mr. Roberts' regular cash bonus and annual equity-based grants, be prospectively eliminated.

A copy of the Amendment to Agreement is attached hereto as Exhibit 99.1.

2. Cash Bonus Plan Matters

Under our cash bonus plan, our named executive officers were eligible to receive an annual cash bonus with respect to 2007, based upon the level of achievement of our consolidated operating cash flow, of 98% of their respective target amounts. However, in light of the company's share price, free cash flow achievement lower than expectations, and the level of annual cash bonuses achieved by other employees, the named executive officers have elected to accept only 80% of their target amounts.

In addition, for 2008, the Compensation Committee has determined that annual cash bonus target amount achievement for the named executive officers will be based 80% on operating cash flow and 20% on free cash flow. The Committee believes that adding free cash flow as a performance metric will provide an appropriate focus on additional items (such as capital expenditures and working capital) that can be affected by the decision making of our executive officers.

Operating cash flow and free cash flow are defined in Table 7 of our press release reporting third quarter 2007 results of operations, as submitted under Item 2.02 of our Form 8-K filed October 25, 2007.

Item 9.01(d) Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
99.1	Amendment to Agreement with Ralph J. Roberts entered into on February 13, 2008

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, 2008

By: /s/ Arthur R. Block

Name: Arthur R. Block

Title: Senior Vice President, General Counsel and Secretary

AMENDMENT TO AGREEMENT

This AMENDMENT TO AGREEMENT (the "Amendment"), dated as of the 1st day of January, 2008, is between COMCAST CORPORATION, a Pennsylvania corporation (together with its subsidiaries, the "Company") and RALPH J. ROBERTS ("Employee").

BACKGROUND

WHEREAS, Employee has been an employee of the Company since he founded the Company in 1969 and currently is Chair of the Executive and Finance Committee of the Board of Directors; and

WHEREAS, certain terms and conditions of Employee's employment with the Company were set forth in a Compensation and Deferred Compensation Agreement, as amended and restated August 31, 1998, and as further amended August 19, 1999, June 5, 2001, January 24, 2002 and November 18, 2002 (the "Compensation Agreement"); and

WHEREAS, the Compensation Agreement's term ended December 31, 2007 and Employee continues to remain employed by the Company on a full-time basis after the expiration of such term; and

WHEREAS, the parties desired to clarify, and memorialize their intention, that certain terms and benefits provided for in the Compensation Agreement continue following the end of its term; and

WHEREAS, the parties entered into an Agreement dated as of January 1, 2008 (the "Agreement") that continued certain terms and benefits provided for in the Compensation Agreement, including a five-year base salary continuation death benefit that had been a part of Employee's previous compensation arrangements with the Company for 15 years (the "Death Benefit"); and

WHEREAS, certain other terms of Employee's continuing employment with the Company were not addressed in the Agreement, and the parties desire to amend the Agreement to further clarify the terms under which Employee will continue to be employed by the Company; and

WHEREAS, Employee desires to remain as an active director, Chair of the Executive and Finance Committee, advisor to the Company's Chief Executive Officer and senior management, and resource to the Company, but does not wish to continue receiving regular base salary, regular cash bonus, or annual "management grants" of stock options or restricted stock units from the Company, or retain the Death Benefit, and has, therefore requested that the Compensation Committee reduce his base salary to one dollar annually and prospectively eliminate the regular cash bonus, annual equity-based grants, and Death Benefit; and

WHEREAS, the Compensation Committee, while recognizing the enormous value that Employee has brought and continues to bring to the Company, has determined that Employee's requests for reduced base salary and prospective elimination of his regular cash bonus, annual equity-based grants, and Death Benefit should be accommodated.

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

1. Sections 1(a) and 1(b) are hereby deleted. As a result, Employee's base salary shall terminate immediately upon his death.
2. Section 2(c) shall be amended to read in its entirety as follows:

"(c) In the event Employee dies before the end of the five (5) year period specified in subsection (b) above: (i) Employee's Base Salary shall terminate; and (ii) Employee's spouse (if she survives Employee) shall participate in all Benefit Plans (or alternative arrangements) on the basis set forth in Section 1(c)."

3. A new Subsection 2A, immediately following Section 2, shall be added and shall read in its entirety as follows:

"2A. Base Salary and Other Compensation. Effective February 15, 2008, Employee's base salary shall be one dollar (\$1.00) per annum. Employee shall not receive any regular annual cash bonus nor any annual stock option or restricted stock unit "management grant."

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 Amendment as of the date first-above written.

COMCAST CORPORATION

By: /s/ Arthur R. Block, Sr. Vice President

Date: February 13, 2008

EMPLOYEE:

/s/ Ralph J. Roberts

Date: February 13, 2008