
**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): July 25, 2016

Comcast Corporation

(Exact Name of Registrant
as Specified in its Charter)

Pennsylvania

(State or Other Jurisdiction of Incorporation)

001-32871

(Commission File Number)

27-0000798

(IRS Employer Identification No.)

**One Comcast Center
Philadelphia, PA**

(Address of Principal Executive Offices)

19103-2838

(Zip Code)

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

(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:

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

On July 25, 2016, the employment agreement of Mr. Stephen B. Burke, Senior Executive Vice President of Comcast Corporation and the President and Chief Executive Officer of NBCUniversal Media, LLC, was amended, securing Mr. Burke's employment through August 31, 2020. On account of Mr. Burke's continuing outstanding work in improving NBCUniversal's businesses and results, and to incent him to continue to make decisions that build long-term value for NBCUniversal, the amendment provides that Mr. Burke will be granted a stock option with a grant date fair value of \$10 million, vesting 100% on August 14, 2023; however, Mr. Burke has agreed not to sell any net after-tax shares received upon exercise before the second anniversary of the exercise date. Additionally, the amendment continues the structure under Mr. Burke's current employment agreement of crediting contributions to his deferred compensation plan account, with \$4.1 million being credited in 2017 and annual contributions increasing by 5% each year thereafter through 2020.

The above summary is qualified by its entirety by the terms and conditions set forth in the amendment, a copy of which is attached hereto as Exhibit 99.1.

Item 9.01(d). Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
99.1	Amendment No. 3 to Employment Agreement with Stephen B. Burke

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: July 28, 2016

By: /s/ Arthur R. Block

Arthur R. Block

Executive Vice President, General Counsel and Secretary

AMENDMENT NO. 3 TO EMPLOYMENT AGREEMENT

This AMENDMENT NO. 3 TO EMPLOYMENT AGREEMENT is entered as of the 25th day of July, 2016, between COMCAST CORPORATION, a Pennsylvania corporation (together with its subsidiaries, the “Company”), and STEPHEN B. BURKE (“Employee”).

BACKGROUND

WHEREAS, the parties entered into an Employment Agreement dated as of December 16, 2009, an Amendment No. 1 to Employment Agreement dated as of December 14, 2012, and an Amendment No. 2 to Employment Agreement dated as of August 16, 2013 (collectively, the “Agreement”), that sets forth the terms and conditions of Employee’s employment with the Company, and

WHEREAS, the Company and Employee wish to amend the Agreement as set forth herein.

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

1. Subparagraph 2(b) of the Agreement is hereby modified to read in its entirety as follows:

“(b) August 31, 2020 (the date specified in subparagraph (b) is referred to as “Regular End Date”).”

2. On account of Employee’s continuing outstanding work in improving NBCUniversal’s businesses and results, Employee shall be granted a stock option under the Company’s Stock Option Plan, as soon as practicable following the date hereof, for shares of the Class A Common Stock having a Black-Scholes value of \$10,000,000, vesting 100% on August 14, 2023. Employee hereby agrees that Employee will not sell any net after-tax shares received upon exercise prior to the second anniversary of the exercise date.

3. Subparagraph 3(e)(ii) of the Agreement is hereby amended to read in its entirety as follows:

“(ii) In addition, the Company shall credit to Employee’s account under, and pursuant to the terms and conditions of, the Company’s 2005 Deferred Compensation Plan (or any successor plan), as of each of the following dates, the amounts listed in the following table. Employee may elect to postpone the scheduled payment dates listed below to the extent permitted under such Plan (or any successor plan).

DATE OF CREDIT	AMOUNT OF CREDIT	SCHEDULED PAYMENT DATE
January 1, 2017	\$4,051,688	January 2, 2021
January 1, 2018	\$4,254,272	January 2, 2021
January 1, 2019	\$4,466,986	January 2, 2021
January 1, 2020	\$4,690,335	January 2, 2021

4. Except as amended 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/ David L. Cohen

EMPLOYEE:

/s/ Stephen B. Burke
Stephen B. Burke
