

EACH
REPORTING
PERSON WITH

9. SOLE DISPOSITIVE POWER 53,479,187 PCS Common
Stock-Series-2 \$1.00 par
value per share (See
Item Nos. 1, 4 and 6)

10. SHARED DISPOSITIVE POWER 0 shares

11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

(a) Amount beneficially owned: 53,479,187*

53,479,187 shares consists of shares (i) 47,248,435 of Series 2 PCS Stock, (ii) presently exercisable Warrants to purchase an additional 3,015,858 shares of Series 2 PCS Stock, and (iii) 61,726 shares of Series 7 Preferred Stock (which for purposes of this Report are assumed to be convertible into an aggregate of 3,214,895 shares of Series 2 PCS Stock). Each share of Series 2 PCS Stock automatically converts into one share of Series 1 PCS Stock under certain circumstances.

* Assumes the conversion of all shares of Series 2 PCS Stock beneficially owned by the Reporting Person (including all shares of Series 2 PCS Stock issuable upon exercise of all Warrants and upon conversion of all Series 7 Preferred Stock) into the corresponding number of shares of Series 1 PCS Stock. See Item No. 1.

Because the Reporting Person does not have the right to acquire any shares of Series 1 PCS Stock, underlying the shares of Series 2 PCS Stock, shares of the Series 7 Preferred Stock or the Warrants, within sixty days of the date of the event requiring this Report, the Reporting Person disclaims beneficial ownership of all shares of Series 1 PCS Stock underlying the Series 2 PCS Stock, the Series 7 Preferred Stock and the Warrants. The filing of this Report by the Reporting Person shall not be construed as an admission that the Reporting Person is the beneficial owner of any shares of Series 1 PCS Stock.

12. CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN
SHARES

13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

23.7%

Because each share of Series 2 PCS Stock generally is entitled to one-tenth of the applicable vote per share of Series 1 PCS Stock, the shares of Series 2 PCS Stock beneficially owned by the Reporting Person represent less than 1% of the voting power of Sprint Corporation.

The shares of Series 2 PCS Stock beneficially owned by the Reporting Person represent approximately 11.3% of the outstanding Series 1 PCS Stock of the Issuer (which class includes the Series 1 PCS Stock, the Series 2 PCS Stock and the Series 3 PCS Stock), assuming the exercise of all Warrants to purchase shares of Series 2 PCS Stock initially issued to the Reporting Person, the conversion of all shares of Series 7 Preferred Stock initially issued to the Reporting Person into shares of Series 7 Preferred Stock, the issuance of all shares of Series 3 PCS Stock issuable in respect of the Sprint's outstanding Class A Common Stock and the issuance of all shares of Series 1 PCS Stock represented by the Sprint FON Group's "inter-group interest" in Sprint's PCS Group (including that portion of such inter-group interest corresponding to the Series 7 Preferred Stock and the Warrants to purchase Series 2 PCS Stock held by the Reporting Person and certain other holders).

14. TYPE OF REPORTING PERSON

CO

Item 1. Security and Issuer.

The class of equity securities to which this statement relates is the PCS Common Stock Series 1, \$1.00 par value per share (the "Shares"), of Sprint Corporation, a Kansas corporation (the "Issuer"). The principal executive offices of the Issuer are located at 2330 Shawnee Mission Parkway, Westwood, Kansas 66205.

Pursuant to Rule 13d-3 promulgated under the Exchange Act, this Report relates to the shares of Series 1 PCS Stock issuable upon conversion of shares of the PCS common Stock - Series 2, par value \$1.00 per share ("Series 2 PCS Stock", and collectively with the Series 1 PCS Stock and the PCS Common Stock - Series 3, par value \$1.00 per share (the "Series 3 PCS Stock"), the "PCS Stock"), of the Issuer, which are (i) held by the Reporting Person, (ii) issuable upon exercise of certain warrants to purchase shares of Series 2 PCS Stock (the "Warrants"), of the Issuer, held by the Reporting Person, and (iii) issuable upon conversion of certain shares Preferred Stock-Seven Series, Convertible, \$1,000 liquidation preference (the "Series 7 Preferred Stock"), of the Issuer, held by the Reporting Person. The shares of Series 2 PCS Stock, Warrants and Series 7 Preferred Stock beneficially owned by the Reporting Person were issued in a series of transactions which occurred on November 23, 1998 in which the Issuer acquired through several mergers all of the outstanding interests in certain joint ventures held by certain affiliates of the Reporting Person, Telecommunications, Inc. ("TCI") and Cox Communications, Inc. ("Cox" and, together with TCI and the Reporting Person, the "Cable Parents") in exchange for shares of Series 2 PCS Stock, Warrants and shares of Series 7 Preferred Stock.

Certain terms of the Series 2 PCS Stock, the Warrants and the Series 7 Preferred Stock are described below:

(a) Each share of Series 2 PCS Stock automatically converts into one share of Series 1 PCS Stock, under certain circumstances. In particular, (i) all outstanding shares of Series 2 PCS Stock will convert into the corresponding number of shares of Series 1 PCS Stock at such time as the outstanding shares of Series 2 PCS Stock would represent, assuming the conversion of all of such shares, less than one percent of the voting power of the outstanding equity securities of the Issuer and (ii) each share of Series 2 PCS Stock will automatically convert into one share of Series 1 PCS Stock upon any transfer to a transferee other than one of the Cable Parents and certain of their affiliates and associates.

(b) Each Warrant is exercisable for one share of Series 2 PCS Stock during the five year period ending on November 23, 2003. The exercise price per share of Series 2 PCS Stock will be equal to the average of the daily closing prices of the Series 1 PCS Stock on the New York Stock Exchange for the 30 consecutive trading days ending on the 45th trading day following the commencement of regular way trading of such stock, subject to certain adjustments. Regular way trading in the Series 1 PCS Stock commenced on November 24, 1998, following the completion of the transactions contemplated by the Restructuring Agreement on November 23, 1998.

(c) Each share of Series 7 Preferred Stock is convertible into a number of shares of Series 2 PCS Stock equal to the quotient of (x) \$1,000 divided by (y) the product of (i) 1.28 and (ii) the average of the daily closing prices of the Series 1 PCS Stock on the New York Stock Exchange for the 30 consecutive trading days ending on the 45th trading day following the commencement of regular way trading of such stock, subject to certain adjustments. The Issuer may redeem any outstanding shares of Series 7 Preferred Stock after November 24, 2001 or November 23, 2000 under certain circumstances, and must redeem all outstanding shares of Series 7 Preferred Stock on November 24, 2008.

(d) The Warrants and the Series 7 Preferred Stock will become exercisable for or convertible into shares of Series 1 PCS Stock in lieu of the corresponding number of shares of Series 2 PCS Stock under circumstances similar to those under which the applicable shares of Series 2 PCS Stock underlying such securities would automatically convert into shares of Series 1 PCS Stock.

Holder of Series 1 PCS Stock are entitled to a number of votes per share based on the ratio of the average trading price per share of a share of Series 1 PCS Stock to the average trading price per share of a share of the Issuer's FON Common Stock - Series 1, par value \$1.00 per share, and holders of Series 2 PCS Stock are entitled per share to a number of votes equal to one tenth of the number of votes per share of Series 1 PCS Stock, on all matters presented to stockholders, except as otherwise provided in the Issuer's Amended and Restated Articles of Incorporation (the

"Issuer Charter"). Shares of Series 1 PCS Stock are not convertible into shares of Series 2 PCS Stock. All other rights and privileges of the Series 1 PCS Stock and Series 2 PCS Stock are identical.

Item 2. Identity and Background.

The name of the person filing this statement is Comcast Corporation, a Pennsylvania corporation ("Comcast").

Comcast's principal business is the development, operation and management of cable and cellular communications systems. The address of Comcast's principal business and principal office is 1500 Market Street, Philadelphia, PA 19102-2148. The name, business address, present principal occupation or employment, and citizenship of each director and executive officer of Comcast is set forth on Schedule A.

During the last five years, neither Comcast, nor any other person controlling Comcast nor, to the best of its knowledge, any of the persons listed on Schedule A attached hereto, has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration.

See the information set forth in Item 1 of this Schedule 13D.

Item 4. Purpose of Transaction.

See the information set forth in Item 1 of this Schedule 13D. Comcast has acquired the Shares for investment. Comcast intends to review from time to time the Issuer's business affairs and financial position. Based on such evaluation and review, as well as general economic and industry conditions existing at the time, Comcast may consider from time to time various alternative courses of action. Such actions may include the acquisition of additional Shares through open market purchases, privately negotiated transactions, tender offer, exchange offer or otherwise. Alternatively, such actions may involve the sale of all or a portion of the Shares in the open market, in privately negotiated transactions, through a public offering or otherwise. Except as set forth above, Comcast has no plan or proposals which relate to or would result in any of the transactions described in subparagraphs (a) through (j) of Item 4 of Schedule 13D.

Item 5. Interest in Securities of the Issuer.

(a) Comcast has acquired and, for the purpose of Rule 13d-3 promulgated under the Exchange Act, beneficially owns 53,479,187 Shares, representing approximately 23.7% of the outstanding Shares of the class of securities.

Except as set forth in this Item 5(a), neither Comcast, nor any other person controlling Comcast, nor, to the best of its knowledge, any persons named in Schedule A hereto owns beneficially any Shares.

(b) Comcast has sole power to dispose of 53,479,187 Shares.

(c) Information concerning acquisitions of Shares since November 23, 1998 is set forth on Schedule B.

The Reporting Person currently owns no shares of Series 1 PCS Stock, 47,248,435 shares of Series 2 PCS Stock, 3,015,858 Warrants and 61,726 shares of Series 7 Preferred Stock, resulting in an aggregate beneficial ownership of approximately 53,479,187 shares of Series 2 PCS Stock (assuming valid exercise of the Warrants and valid conversion of the shares of Series 7 Preferred Stock). As of the date hereof and assuming the conversion into Series 1 PCS Stock of all of the shares of Series 2 PCS Stock beneficially owned by the Reporting Person, the Reporting Person holds

certain rights to an aggregate of 53,479,187 shares of Series 1 PCS Stock, or approximately 23.7% of the shares of Series 1 PCS Stock deemed outstanding. The shares of Series 2 PCS Stock beneficially owned by Comcast constitute 24.2% of the outstanding shares of Series 2 PCS Stock. The foregoing amounts exclude shares of Series 1 PCS Stock held by executive officers and directors of Comcast, if any. Comcast disclaims beneficial ownership of any shares held by such officers and directors.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

In connection with the issuance of Series 2 PCS Stock to Comcast in the Restructuring, Sprint and Comcast entered into a Standstill Agreement pursuant to which Comcast agreed that it will not acquire (other than in connection with the exercise of its shares purchase rights) any voting securities of Sprint ("Sprint Voting Securities") if, as a result of such acquisition, the votes represented by the Sprint Voting Securities owned by Comcast and its affiliates would represent (in the aggregate) more than one and one half percent (1.5%) of the voting power represented by all of the outstanding Sprint Voting Securities (assuming that all shares of Series 2 PCS Stock have the same voting rights as the Series 1 PCS Stock).

The Issuer and the Cable Parents have entered into a registration rights agreement (the "Registration Rights Agreement") providing the Cable Parents with certain "demand" and "piggy back" registration rights relating to the shares of Series 2 PCS Stock. Until the Cable Parents have sold securities covered by the Registration Rights Agreement with an aggregate offering price of \$2 billion (or 12 months have passed since the commencement of registration rights, whichever is sooner), the Cable Parents will have priority in selling their shares of PCS Stock in any offering for which the underwriters require a reduction in the number of shares desired to be offered. Such priority will apply regardless of whether the applicable Cable Parent(s) is (are) exercising "demand" or "piggy back" registration rights and whether such priority would prevent the Issuer from selling shares of PCS Stock in order to raise capital to fund the operations of the PCS Group.

Comcast has entered into an Irrevocable Proxy and Voting Agreement ("Voting Agreement") governing the voting of any shares of Series 1 PCS Stock acquired by it or its subsidiaries as a result of the exercise of its rights under the Restructuring Agreement to maintain its percentage interests in the PCS Group. The Voting Agreement grants William T. Esrey (and any successor as the Chief Executive Officer of the Issuer) an irrevocable proxy to vote such shares at any meeting of the shareholders of the Issuer, with such shares to be voted on any matter on the same basis as the majority of votes that are cast with respect to such matter by the holders of the Issuer's other voting securities. The Voting Agreement of Comcast will terminate upon the earlier to occur of the tenth anniversary of the Closing or the termination of the Standstill Agreement.

The Cable Parents have entered into a Top Up Right Agreement (the "Top Up Right Agreement") with France Telecom S.A. ("FT") and Deutsche Telekom AG ("DT"), dated as of May 26, 1998 which agreement provides FT and DT, among other things, with certain right in connection with certain transfers by the Reporting Person of shares of Series 2 PCS Stock that result in the applicable shares of Series 2 PCS Stock converting into shares of Series 1 PCS Stock.

The foregoing summary description of the Restructuring Agreement, the Registration Rights Agreement, the Standstill Agreement, and the Voting Agreement do not purport to be complete and are qualified in their entirety by reference to the text of such documents, each of which is filed as an Exhibit to this Report and is hereby incorporated by reference herein.

Except for the Agreement as described above, to the best knowledge of Comcast, there are no contracts, arrangements, understandings or relationships (legal or otherwise) between the persons enumerated in Item 2, and any other person, with respect to any securities of the Issuer, including, but not limited to, transfer or voting of any of the

securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies.

Item 7. Material to be Filed as Exhibits.

Exhibit No.	Exhibit
10.1	Restructuring and Merger Agreement, dated as of May 26, 1998, by and among the Issuer, TCI, Comcast, Cox, and certain affiliates thereof (incorporated by reference to Exhibit No. 2 to the Form 8-K filed by Sprint Corporation on June 2, 1998 (File No. 001-04721)).
10.2	Form of Registration Rights Agreement, by and among the Issuer, a subsidiary of TCI, Cox and Comcast (incorporated by reference to Exhibit 10.2 to the Form S-4 filed by Sprint Corporation on October 1, 1998 (File No. 333-65173)).
10.3	Form of Standstill Agreement, dated as of May 26, 1998 between the Issuer and a Holder (as defined therein) (incorporated by reference to Exhibit 10.3 to the Form S-3 filed by Sprint Corporation on September 25, 1998 (File No. 333-64241)).
10.4	Irrevocable Proxy and Voting Agreement, dated as of November 23, 1998, between the Issuer and Comcast.
10.5	Top Up Right Agreement, dated as of May 26, 1998, among the Cable Parents, France Telecom S.A. and Deutsche Telekom AG (incorporated by reference to Exhibit 4 to Amendment No. 2 (filed May 28, 1998) to the Schedule 13D originally filed by FT and DT on February 12, 1996 (File No. 005-41991)).

EXHIBIT INDEX

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SIGNATURES

After reasonable inquiry and to the best knowledge and belief of the undersigned, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Date: December __, 1998

COMCAST CORPORATION

By:

Name: Arthur R. Block
Title: Vice President

SCHEDULE A

DIRECTORS AND EXECUTIVE OFFICERS OF COMCAST

The name, business address, title, present principal occupation or employment of each of the directors and executive officers of Comcast Corporation ("Comcast") are set forth below. If no business address is given the director's or officer's business address is 1500 Market Street, Philadelphia, PA 19102-2148. Unless otherwise indicated, each occupation set forth opposite an individual's name refers to Comcast. Unless otherwise indicated below, all of the persons listed below are citizens of the United States of America.

Name -----	Title -----	Business Address -----	Present Principal Occupation -----
Ralph J. Roberts	Chairman of the Board of Directors and Director	1500 Market Street Philadelphia, PA 19102	Chairman of the Board of Directors of Comcast
Julian A. Brodsky	Vice Chairman of the Board of Directors and Director	1500 Market Street Philadelphia, PA 19102	Vice President of the Board of Directors of Comcast
Brian L. Roberts	President; Director	1500 Market Street Philadelphia, PA 19102	President of Comcast
Daniel Aaron	Director	1500 Market Street Philadelphia, PA 19102	Director of Comcast
Gustave G. Amsterdam	Director	1845 Walnut Street Suite 2390 Philadelphia, PA 19103	Attorney 1845 Walnut Street Suite 2390 Philadelphia, PA 19103
Sheldon M. Bonovitz	Director	4200 One Liberty Place Philadelphia, PA 19103	Partner in the law firm of Duane, Morris and Heckscher 4200 Liberty Place Philadelphia, PA 19103
Joseph L. Castle	Director	One Valley Square Suite 101 512 Township Line Road Blue Bell, PA 19422	President of Castle Energy Corp. One Valley Square Suite 101 512 Township Line Road Blue Bell, PA 19422
Bernard C. Watson	Director	1630 Locust Street Philadelphia, PA 19103	President of William Penn Foundation 1630 Locust Street Philadelphia, PA 19103
Irving A. Wechsler	Director	One Oliver Plaza Pittsburgh, PA 15222	Partner in Wechsler, Myers & Walsh, Certified Public Accountants One Oliver Plaza Pittsburgh, PA 15222
Anne Wexler	Director	1317 F. Street, N.W. Suite 600 Washington, DC 20004	Chairman of The Wexler Group 1317 F. Street, N.W. Suite 600 Washington, DC 20004

Name ----	Title -----	Business Address -----	Present Principal Occupation -----
John R. Alchin*	Senior Vice President and Treasurer	1500 Market Street Philadelphia, PA 19102	Senior Vice President and Treasurer of Comcast
Thomas G. Baxter	Senior Vice President	1500 Market Street Philadelphia, PA 19102	President of Comcast Cable Communications, Inc.
Lawrence S. Smith	Senior Vice President - Accounting and Administration	1500 Market Street Philadelphia, PA 19102	Senior Vice President - Accounting and Administration of Comcast
Stanley L. Wang	Senior Vice President, General Counsel and Secretary	1500 Market Street Philadelphia, PA 19102	Senior Vice President, General Counsel and Secretary of Comcast
C. Stephen Backstrom	Vice President - Taxation	1500 Market Street Philadelphia, PA 19102	Vice President - Taxation of Comcast
Mark A. Coblitz	Vice President - Strategic Planning	1500 Market Street Philadelphia, PA 19102	Vice President - Strategic Planning of Comcast
Paul Gillert	Vice President - Strategic Planning	1500 Market Street Philadelphia, PA 19102	Vice President - Human Resources of Comcast
Donald A. Harris	Vice President - Human Resources	1500 Market Street Philadelphia, PA 19102	President of Comcast Cellular Communications, Inc.
F. Jerome Purcell	Vice President	1500 Market Street Philadelphia, PA 19102	President of Comcast Sound Communications, Inc.

* Citizen of Australia

SCHEDULE B

TRANSACTIONS IN SHARES OF THE ISSUER SINCE NOVEMBER 23, 1998 BY COMCAST

All of the purchases of Shares set forth below were made by Comcast.

Date of Transaction	Number of Shares Purchased	Nature of Purchase	Price Per Share	Aggregate Purchase Price
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None

Total

IRREVOCABLE PROXY

AND

VOTING AGREEMENT

THIS IRREVOCABLE PROXY AND VOTING AGREEMENT (this "Agreement"), dated as of November 23, 1998, is entered into between SPRINT CORPORATION, a Kansas corporation ("Sprint"), and COMCAST CORPORATION, a Pennsylvania corporation (the "Holder").

WHEREAS, Sprint, Tele-Communications, Inc., a Delaware corporation ("TCI"), the Holder, and Cox Communications, Inc., a Delaware corporation ("Cox", and together with TCI and the Holder, the "Cable Holders") and certain of their respective Subsidiaries (as defined herein) have entered into the Restructuring and Merger Agreement, dated May 26, 1998 (the "Restructuring Agreement"), pursuant to which such Cable Holders (directly or indirectly through Subsidiaries) will acquire shares of Series 2 PCS Stock (as defined herein) on the terms set forth in the Restructuring Agreement;

WHEREAS, contemporaneously with the execution of this Agreement, Sprint and the Holder have entered into a Standstill Agreement, dated May 26, 1998 (the "Standstill Agreement") imposing certain restrictions on the ability of the Holder and its Affiliates to acquire shares of Series 1 PCS Stock (as defined herein) and other shares of the capital stock of Sprint;

WHEREAS, Section 6.8 of the Restructuring Agreement permits the Holder and its Affiliates to acquire shares of Series 1 PCS Stock under certain circumstances, which acquisitions are permitted under the Standstill Agreement;

WHEREAS, each share of Series 2 PCS Stock has one-tenth of the vote of each share of Series 1 PCS Stock in all matters presented for a vote of the holders of the common stock of Sprint;

WHEREAS, Sprint is willing to permit the Holder and its Affiliates to acquire shares of the Series 1 PCS Stock in accordance with the Restructuring Agreement; based on the arrangements set forth herein (including the granting by the Holder of the irrevocable proxy contained herein);

NOW THEREFORE, in consideration of the premises and the representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Holder and Sprint (each a "Party"), intending to be legally bound, hereby agree as follows:

Section 1. Irrevocable Proxy.

(a) Subject to paragraphs (c), (d) and (e) below, the Holder hereby grants to William T. Esrey (the "Grantee") an irrevocable proxy, with full power of substitution, to exercise voting authority and authority to act by written consent over all shares of Series 1 PCS Stock Beneficially Owned by the Holder and its Affiliates, at the time of execution of this Agreement or at any time in the future (the "Proxy Shares"), on all matters submitted to a vote of all or any class or classes of the holders of the Sprint Voting Securities, which proxy is irrevocable and coupled with an interest for purposes of Section 17-6502 of the Kansas General Corporation Code.

(b) Prior to the acquisition by any Affiliate of Holder that has not previously executed and delivered to Sprint an Irrevocable Proxy under this paragraph of any shares of Series 1 PCS Stock, the Holder will cause such Affiliate to execute and deliver to Sprint the form of Irrevocable Proxy attached hereto as Exhibit A, which proxies shall (together with the proxy contained in Section 1 (a)) be deemed to constitute the "Proxy" for the purposes of this Proxy Agreement.

(c) Pursuant to the Proxy, the Grantee is authorized and directed to vote the Proxy Shares for or against any matter presented for a vote of the Sprint Voting Securities in the same manner as the majority of votes that are cast with respect to such matter by the holders of Sprint Voting Securities (other than the Proxy Shares).

(d) Notwithstanding the foregoing, the Proxy shall not be applicable with respect to any of the Proxy Shares in connection with any matter on which the holders of Series 1 PCS Stock vote pursuant to Article Sixth, Sections 3.2(d) and 3.2(f) of the Initial Charter Amendment (as defined in the Restructuring Agreement) or any successor provisions with the same effect, and the Holder shall have the power to vote the Proxy Shares in its discretion with respect to any such matter.

(e) The Grantee's appointment hereunder shall terminate at such time as the Grantee ceases to be the Chief Executive Officer of Sprint, at which time the Proxy shall automatically be granted, without any further act by the Holder or its Affiliates, to the Grantee's successor as Chief Executive Officer of Sprint and thereafter to each subsequent successor as the Chief Executive Officer of Sprint (each of which persons shall be deemed the Grantee hereunder). At the request of Sprint from

time-to-time, the Holder shall, and shall cause each of its Affiliates holding any Proxy Shares to, execute an irrevocable proxy in the form of this Agreement or Exhibit A hereto confirming the appointment of each successor Chief Executive Officer of Sprint as the Grantee for all purposes under this Agreement.

(f) Within 10 days following the record date for each meeting of the shareholders of Sprint, the Holder shall give notice to Sprint of (i) the names of the Affiliates of the Holder that Beneficially Owned shares of Series 1 PCS Stock as of the record date and (ii) the number of shares of Series 1 PCS Stock Beneficially Owned by the Holder and each of its Affiliates as of the record date.

Section 2. Voting Agreement. If the Proxy is determined to be invalid or unenforceable in any respect, or the holder of the Proxy is unable or unwilling for any reason to vote the Proxy Shares at any meeting of the stockholders of Sprint as contemplated by Section 1 (c), then, except in the case of a matter described in Section 1 (d), the Holder shall, and shall cause each of its Affiliates to, attend each meeting of the stockholders of Sprint for the purposes of satisfying quorum requirements and shall vote the Proxy Shares for or against any matter presented for a vote of the Sprint Voting Securities in the same manner as the majority of votes that are cast with respect to such matter by the holders of Sprint Voting Securities (other than the Proxy Shares).

Section 3. Termination. The Proxy and this Agreement shall terminate on the earlier to occur of (a) the consent in writing of Sprint and the Holder, (b) the termination of the Standstill Agreement and (c) the tenth anniversary of this Agreement.

Section 4. Certain Definitions. As used in this Agreement, the following terms shall have the meanings specified below. Any capitalized terms not otherwise defined herein shall have the meaning attributed thereto in the Restructuring Agreement.

"Affiliate" means with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by, or is under common Control with, such Person.

"Agreement" has the meaning set forth in the Preamble.

"Beneficial Owner " (including, with its correlative meanings, "Beneficially Own" and "Beneficial Ownership"), with respect to any securities, means any Person which:

(a) has, or any of whose Affiliates has, directly or indirectly, the sole or shared right to acquire (whether such right is exercisable immediately or only after the passage of time) such securities pursuant to any agreement, arrangement or understanding (whether or not in writing), including pursuant to the Restructuring Agreement, or upon the exercise of conversion rights, exchange rights, warrants or options, or otherwise;

(b) has, or any of whose Affiliates has, directly or indirectly, the sole or shared right to vote or dispose of (whether such right is exercisable immediately or only after the passage of time) or "beneficial ownership" of (as determined pursuant to Rule 13d-3 under the Exchange Act as in effect on the date hereof but including all such securities which a Person has the right to acquire beneficial ownership of, whether or not such right is exercisable within the 60-day period specified therein) such securities, including pursuant to any agreement, arrangement or understanding (whether or not in writing); or

(c) has, or any of whose Affiliates has, any agreement, arrangement or understanding (whether or not in writing) for the purpose of acquiring, holding, voting or disposing of any securities which are Beneficially Owned, directly or indirectly, by any other Person (or any Affiliate thereof), provided that the Restructuring Agreement shall not be deemed an agreement, arrangement or understanding contemplated by this paragraph (c).

"Cable Holders" has the meaning set forth in the Recitals.

"Class A Stock" means the Class A Common Stock, par value \$2.50 per share, of Sprint.

"Common Stock" means the Common Stock, par value \$2.50 per share, of Sprint.

"Control" (including, with its correlative meanings, "Controlled by" and "under common Control with") means, with respect to a Person or Group:

(a) ownership by such Person or Group of Votes entitling it to exercise in the aggregate more than 50 percent of the Voting Power of the entity in question; or

(b) possession by such Person or Group of the power, directly or indirectly, (i) to elect a majority of the board of directors (or equivalent

governing body) of the entity in question; (ii) to direct or cause the direction of the management and policies of or with respect to the entity in question, whether through ownership of securities, by contract or otherwise; or (iii) with respect to a particular action or agreement, to direct or cause the direction of decisions, or veto or otherwise prevent decisions, of or with respect to the entity in question relating to such action or agreement.

"PCS Preferred Stock" means the Preferred Stock -- Seventh Series, Convertible, no par value, of Sprint.

"PCS Stock" means the Series 1 PCS Stock, the Series 2 PCS Stock and the Series 3 PCS Stock.

"Person" means an individual, a partnership, an association, a joint venture, a corporation, a business, a trust, an unincorporated organization, a governmental authority or any other entity organized under applicable law.

"Restructuring Agreement" has the meaning set forth in the Recitals.

"Series 1 PCS Stock" means the PCS Common Stock -- Series 1, par value \$1.00 per share, of Sprint, which will be created on the Closing Date by the filing of the Initial Charter Amendment, as defined in the Restructuring Agreement.

"Series 2 PCS Stock" means the PCS Common Stock -- Series 2, par value \$1.00 per share, of Sprint, which will be created on the Closing Date by the filing of the Initial Charter Amendment.

"Series 3 PCS Stock" means the PCS Common Stock -- Series 3, par value \$1.00 per share, of Sprint, which will be created on the Closing Date by the filing of the Initial Charter Amendment.

"FON Stock" means the Sprint FON Group Common Stock that will be created upon completion of the Recapitalization, as defined in the Restructuring Agreement.

"Sprint Voting Securities" means the Common Stock, the Class A Stock, the FON Stock, the PCS Stock, the PCS Preferred Stock and any other securities of Sprint having the right to Vote.

"Subsidiary" means, with respect to any Person (the "Parent"), any other Person in which the Parent, one or more Subsidiaries of the Parent, or the Parent and one or more of its Subsidiaries (a) have the ability, through ownership of securities individually or as a group, ordinarily, in the absence of contingencies, to elect a majority of the directors (or individuals performing similar functions) of such other Person, and (b) own more than 50% of the equity interests.

"Transfer" means any act pursuant to which, directly or indirectly, the ownership of assets or securities in question is sold, transferred, conveyed, delivered or otherwise disposed of.

"Vote" means, as to any entity, the ability to cast a vote at a stockholders' or comparable meeting of such entity with respect to the election of directors or other members of such entity's governing body; provided that with respect to Sprint only, "Vote" means the ability to exercise general voting power (as opposed to the exercise of special voting or disapproval rights) with respect to matters other than the election of directors at a meeting of the stockholders of Sprint.

"Voting Power" means, as to any entity as of any date, the aggregate number of Votes outstanding as of such date in respect of such entity; provided that, with respect to PCS Stock, the Vote per share used to calculate such aggregate number of Votes shall be the Vote per share most recently established by the Board of Directors of Sprint, whether for the most recent vote of stockholders or for a vote of stockholders to be conducted in the future.

Section 5. Interpretation and Construction of this Agreement. The definitions in Section 4 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." All references herein to Articles, Sections and Exhibits shall be deemed to be references to Articles and Sections of, and Exhibits to, this Agreement unless the context shall otherwise require. The headings of the Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. Unless the context shall otherwise require or provide, any reference to any agreement or other instrument or statute or regulation is to such agreement, instrument, statute or regulation as amended and supplemented from time to time (and, in the case of a statute or regulation, to any successor provision).

Section 6. Notices. Except as expressly provided herein, all notices, consents, waivers and other communications required or permitted to be given by any provision of this Agreement shall be in writing and mailed (certified or registered mail, postage prepaid, return receipt requested) or sent by hand or

overnight courier, or by facsimile transmission (with acknowledgment received and confirmation sent as provided below), charges prepaid and addressed to the intended recipient as follows, or to such other address or number as such Person may from time to time specify by like notice to the parties:

Holder: Comcast Corporation
1500 Market Street
Philadelphia, Pennsylvania 19102-2148
Telecopy: (215) 981-7794
Attention: General Counsel

with a copy to:

Davis Polk & Wardwell
450 Lexington Avenue
New York, New York 10017
Telecopy: (212) 450-4800
Attention: Dennis S. Hersch

Sprint:

Sprint Corporation
2330 Shawnee Mission Parkway
East Wing
Westwood, Kansas 66205
Attention: General Counsel
Tel: (913) 624-8440
Fax: (913) 624-8426

with a copy to:

King & Spalding
191 Peachtree Street
Atlanta, Georgia 30303
Attention: Bruce N. Hawthorne, Esq.
Tel: (404) 572-4903
Fax: (404) 572-5146

Any party may from time to time specify a different address for notices by like notice to the other parties. All notices and other communications given in accordance with the provisions of this Agreement shall be deemed to have been given and received (i) four (4) Business Days after the same are sent by certified or registered mail, postage prepaid, return receipt requested, (ii) when delivered by hand or transmitted by facsimile (with acknowledgment received and, in the case of a facsimile only, a copy of such notice is sent no later than the next Business Day by a reliable overnight courier service, with acknowledgment of receipt) or (iii) one (1) Business Day after the same are sent by a reliable overnight courier service, with acknowledgment of receipt.

Section 7. Assignment. No Party will assign this Agreement or any rights, interests or obligations hereunder, or delegate performance of any of its obligations hereunder, without the prior written consent of each other Party.

Section 8. Entire Agreement. This Agreement (together with the Standstill Agreement and the Restructuring Agreement) embodies the entire agreement and understanding of the Parties with respect to the subject matter contained herein, provided that this provision shall not abrogate any other written agreement between the Parties executed simultaneously with this Agreement.

Section 9. Waiver, Amendment. etc. This Agreement may not be amended or supplemented, and no waivers of or consents to departures from the provisions hereof shall be effective, unless set forth in a writing signed by, and delivered to, all the Parties. No failure or delay of any Party in exercising any power or right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or power, or any abandonment or discontinuance of steps to enforce such right or power, preclude any other or further exercise thereof or the exercise of any other right or power.

Section 10. Binding Agreement; No Third Party Beneficiaries. This Agreement will be binding upon and inure to the benefit of the Parties and their successors and permitted assigns. Nothing expressed or implied herein is intended or will be construed to confer upon or to give to any third party any rights or remedies by virtue hereof.

Section 11. Governing Law; Equitable Relief.

(a) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF KANSAS (REGARDLESS OF THE LAWS THAT MIGHT OTHERWISE GOVERN UNDER APPLICABLE PRINCIPLES OF CONFLICTS OF LAW).

(B) EACH PARTY AGREES THAT MONEY DAMAGES WOULD NOT BE A SUFFICIENT REMEDY FOR THE OTHER PARTIES FOR ANY BREACH OF THIS AGREEMENT BY IT, AND THAT IN ADDITION TO ALL OTHER REMEDIES THE OTHER PARTIES MAY HAVE, THEY SHALL BE ENTITLED TO SPECIFIC PERFORMANCE AND TO INJUNCTIVE OR OTHER EQUITABLE RELIEF AS A REMEDY FOR ANY SUCH BREACH. EACH PARTY AGREES NOT TO OPPOSE THE GRANTING OF SUCH RELIEF IN THE EVENT A COURT DETERMINES THAT SUCH BREACH HAS OCCURRED, AND AGREES TO WAIVE ANY REQUIREMENT FOR THE SECURING OR POSTING OF ANY

BOND IN CONNECTION WITH SUCH REMEDY.

Section 12. Severability. The invalidity or unenforceability of any provision hereof in any jurisdiction will not affect the validity or enforceability of the remainder hereof in that jurisdiction or the validity or enforceability of this Agreement, including that provision, in any other jurisdiction. To the extent permitted by applicable law, each Party waives any provision of applicable law that renders any provision hereof prohibited or unenforceable in any respect. If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the Parties to the extent possible.

Section 13. Counterparts. This Agreement may be executed in one or more counterparts each of which when so executed and delivered will be deemed an original but all of which will constitute one and the same Agreement.

Section 14. Remedies. In addition to any other remedies which may be available to Sprint (including any remedies which Sprint may have at law or in equity), if the Holder or any of its Affiliates breaches any material provision of this Agreement or the Proxy, neither the Holder nor such Affiliates shall be entitled to vote any of its shares of capital stock of Sprint (or any shares into which such shares of capital stock are converted) with respect to any matter or proposal arising from, relating to or involving such breach, and no such purported vote by the Holder or any of its Affiliates on such matter shall be effective or shall be counted.

IN WITNESS WHEREOF, Sprint and the Holder have caused their respective duly authorized officers to execute this Irrevocable Proxy and Voting Agreement as of the day and year first above written.

COMCAST CORPORATION

By: /s/ Arthur R. Block

Name: Arthur R. Block
Title: Vice President

SPRINT CORPORATION

By: /s/ Don A. Jensen

Name:
Title:

IN WITNESS WHEREOF, Sprint and the Holder have caused their respective duly authorized officers to execute this Irrevocable Proxy and Voting Agreement as of the day and year first above written.

COMCAST CORPORATION

By: -----
Name:
Title:

SPRINT CORPORATION

By: -----
Name: Don A. Jensen
Title: Vice President and Secretary

EXHIBIT A

IRREVOCABLE PROXY

_____, a _____ [corporation/
partnership/limited liability company] hereby grants to _____
[insert name of chief executive officer of Sprint] an irrevocable proxy,
with full power of substitution, to exercise voting authority and authority
to act by written consent over all shares of the Series 1 PCS Group Common
Stock, par value \$1.00, of Sprint Corporation ("Sprint") Beneficially
Owned by the Holder, at the time of execution and delivery of this proxy or
at any time in the future (the "Proxy Shares"), on all matters submitted to
a vote of all or any class or classes of the holders of Sprint Voting
Securities. This proxy is granted pursuant to the terms of the Irrevocable
Proxy and Voting Agreement (the "Voting Agreement"), dated as of
_____, 1998, between Sprint and _____, a _____
corporation, and this proxy is irrevocable and coupled with an interest for
purposes of Section 17-6502 of the Kansas General Corporation Code. This
proxy is given under and subject to the terms and limitations of the Voting
Agreement (including, without limitation, Sections I (c), I (d) and I (e)
thereof) and shall terminate simultaneously with the termination of the

Voting Agreement pursuant to Section 3 thereof. Capitalized terms utilized but not defined in this proxy shall have the meaning ascribed thereto in the Voting Agreement.

IN WITNESS WHEREOF, the undersigned has caused its duly authorized officer to execute and deliver this Irrevocable Proxy as of the ____day of _____, ____.

[HOLDER]

By:

Name:

Title: