

**Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554**

In the Matter of	)
	)
Applications for Consent to the	)
Transfer of Control of Licenses	)
	)
<b>General Electric Company,</b>	)
Transferor,	)
	)
To	)
	)
<b>Comcast Corporation,</b>	)
Transferee	)

**APPLICATIONS AND PUBLIC INTEREST STATEMENT**

**DESCRIPTION OF TRANSACTIONS, PUBLIC INTEREST SHOWING,  
AND RELATED DEMONSTRATIONS**

**COMCAST CORPORATION**

2001 Pennsylvania Ave, NW  
Suite 500  
Washington, D.C. 20006

**GENERAL ELECTRIC COMPANY**

1299 Pennsylvania Avenue, NW  
9<sup>th</sup> Floor  
Washington, D.C. 20004

**NBC UNIVERSAL, INC.**

1299 Pennsylvania Avenue, NW  
9<sup>th</sup> Floor  
Washington, D.C. 20004

## **EXECUTIVE SUMMARY**

With this filing, Comcast Corporation (“Comcast”) and General Electric Company (“GE”) seek approval to create a new content-focused joint venture that will promote the public interest by increasing the quantity, quality, diversity, and local focus of video content and accelerate the innovative “anytime, anywhere” future that Americans want. The joint venture will retain the NBC Universal (“NBCU”) name and will be majority-owned and managed by Comcast.

NBCU, currently majority-owned by GE, is an American icon – a media, entertainment, and communications company with a storied past and a promising future. At the heart of NBCU’s content production is the National Broadcasting Company (“NBC”), the nation’s first television broadcast network and home of one of the crown jewels of NBCU, NBC News. NBCU also owns Telemundo, the nation’s second-largest Spanish-language broadcast network, with substantial production facilities located in the United States. NBCU’s other assets include local broadcast stations, national cable programming networks, a motion picture studio, a TV production studio, and an international theme park business. All of NBCU’s businesses will be contributed to the joint venture.

Comcast, a leading provider of cable television, high-speed Internet, digital voice, and other communications services to millions of customers, is a pioneer in enabling consumers to watch what they want, when they want, where they want, and on the devices they want. Comcast is primarily a distributor, offering its customers multiple platforms for content and services. Although Comcast owns and produces some cable programming channels and online content, it accounts for only a tiny percentage of the content industry. Most of Comcast’s

content businesses will be contributed to the joint venture. Comcast's cable systems will not; they will remain under Comcast's ownership and control.

The proposed transaction will bring important public interest benefits to consumers across this country. In particular, the proposed transaction will advance the Commission's public policy goals of diversity, localism, competition, and innovation:

- *Diversity.* The new venture will expand the amount, quality, variety, and availability of content better than either company could on its own, thus promoting the Commission's touchstone goal of diversity.
- *Localism.* In addition, the new venture will provide more and better local programming, including local news and information programming, thereby advancing a second of the Commission's most fundamental public interest goals, localism.
- *Competition.* By linking NBCU with Comcast, a company that is focused on and committed to investing in the media and communications industry, the joint venture will create new opportunities to better serve consumers. NBCU and Comcast will be stronger, more effective players in video programming and distribution, spurring other content producers and distributors to invest and innovate, thereby enhancing competition.
- *Innovation.* Combining Comcast's expertise in multiplatform content distribution with NBCU's extensive content creation capabilities and television and film libraries will foster innovation by accelerating the "new media" future of in-home and mobile entertainment.

Comcast brings to this transaction a well-documented history of developing innovative video, high-speed Internet, and voice products and committing the resources needed to deliver those products to American consumers. For example, Comcast pioneered the video-on-demand ("VOD") business, and, through the end of 2009, its customers have viewed VOD programming more than 14 billion times. Indeed, because many multichannel video programming distributors ("MVPDs") followed Comcast's leadership and developed VOD platforms of their own, consumers across the country have benefited from the dramatic growth in programming choices available on VOD platforms. Comcast's creative vision and willingness to invest in its vision

will enable the new NBCU to offer video and other products that respond to consumers' desire for "anytime, anywhere" access.

Not only will the transaction yield the public interest benefits of diversity, localism, competition, and innovation, but the Applicants also propose to enhance those benefits by offering an unprecedented array of public interest commitments. Applicants propose that these commitments be included in any Commission Order approving the transaction and become binding on the parties upon the completion of the transaction.

Viewed from every angle, the transaction is pro-competitive. The programming and distribution businesses are each highly dynamic and competitive, and becoming more so every day. Hundreds of national television programming networks and scores of regional programming networks compete vigorously with each other for consumers' attention. Today no MVPD is or can be a "gatekeeper."

Consumers can also access high-quality video content from myriad non-MVPD sources. Some households continue to receive their video through over-the-air broadcast signals, which have improved in quality and increased in quantity as a result of the broadcast digital television transition. Millions of households purchase or rent digital video discs ("DVDs") from one of thousands of national, regional, or local retail outlets, including Walmart, Blockbuster, and Hollywood Video, as well as competitors like Netflix and others who provide DVDs by mail. Video content – both professionally produced and user-generated – is available from a rapidly growing number of online sources ranging from Amazon, Blinkx, and Clicker.com to Veoh, Xbox, and YouTube.

Moreover, there is no plausible basis for claims that the proposed venture will have anticompetitive effects. First, combining Comcast's and NBCU's cable programming assets will

give rise to no cognizable competitive harm. In total, the new NBCU will account for about 12 percent of overall national cable network advertising and affiliate revenues, still trailing Disney/ABC, Time Warner, and Viacom. Even after the completion of the proposed transaction, approximately six out of every seven networks carried by Comcast Cable will be unaffiliated with Comcast or the new NBCU.

Second, while Comcast will own both cable systems and broadcast stations in a limited number of Designated Market Areas, Congress and the Commission long ago repealed the rules that prohibited such cross-ownership, and the case for any new restrictions is even weaker today. In addition, the local areas in question are major communities with a significant number of media outlets – each has at least seven non-NBCU broadcast stations as well as other media outlets, including radio. Thus, numerous diverse voices and a vibrantly competitive local advertising environment will remain in each of these areas following the transaction.

Third, the combination of Comcast's and NBCU's Internet properties poses no threat to online competition. There is abundant, aggressive, and growing competition for online video content. NBCU holds approximately a 32 percent, non-controlling, non-management interest in Hulu, a site that provides access to certain online video content but has only a single-digit share of online viewing – about one-tenth the share of Google. Even if one restricts the analysis to “professional” online video content, the combined entity will still have a small share of an exceptionally dynamic and competitive field.

Finally, a vertical combination cannot have anticompetitive effects unless the combined company has substantial market power in the upstream (programming) or downstream (distribution) market, and such circumstances do not exist here. The video programming, video

distribution, and Internet businesses are all fiercely competitive, and the proposed transaction does not reduce that competition.

In addition, there is a comprehensive regulatory structure already in place, namely the Commission's program access, program carriage, and retransmission consent rules, as well as an established body of antitrust law, that provide further safeguards against any conceivable harms arising from the post-transaction conduct of the parties.

In the end, the proposed transaction simply transfers ownership and control of NBCU from GE, a company with a very diverse portfolio of interests, to Comcast, a company with an exclusive focus on, and a commitment to investing its resources in, the enhancement of its media and communications assets. This transfer of control, along with the contribution of Comcast's complementary content assets, will enable the new NBCU to better serve consumers and advance the Commission's policy goals of diversity, localism, competition, and innovation. Applicants respectfully request the Commission's expeditious approval of the transaction.

## TABLE OF CONTENTS

<b>I.</b>	<b>INTRODUCTION.....</b>	<b>1</b>
<b>II.</b>	<b>DESCRIPTION OF THE TRANSACTIONS .....</b>	<b>11</b>
<b>A.</b>	The Proposed Transactions .....	11
<b>B.</b>	The Applicants .....	16
<b>III.</b>	<b>STANDARD OF REVIEW .....</b>	<b>33</b>
<b>IV.</b>	<b>THE TRANSACTION WILL GENERATE SUBSTANTIAL PUBLIC INTEREST BENEFITS.....</b>	<b>36</b>
<b>A.</b>	The Proposed Transaction Will Increase Consumer Choice by Expanding the Amount, Quality, and Diversity of National and Local Programming for Consumers Across Multiple Platforms. ....	39
<b>B.</b>	The Transaction Will Accelerate the “New Media” Future of In-Home and Mobile Entertainment. ....	54
<b>C.</b>	Comcast’s Experience Demonstrates That, Absent the Transaction, the Parties Cannot Use Contracts To Achieve the Benefits of the Transaction. ....	61
<b>D.</b>	The Combined Entity Will Better Support and Serve the Interests of Local Communities. ....	67
<b>E.</b>	Cost Savings and Synergies .....	70
<b>V.</b>	<b>THE PROPOSED TRANSACTION WILL COMPLY WITH THE REQUIREMENTS OF THE COMMUNICATIONS ACT, OTHER COMMUNICATIONS STATUTES, AND THE COMMISSION’S RULES. ....</b>	<b>71</b>
<b>A.</b>	Cross-Ownership and Multiple Ownership Limits .....	71
<b>B.</b>	Channel Occupancy Limit .....	75
<b>VI.</b>	<b>THE PROPOSED TRANSACTION WILL RESULT IN NO PUBLIC INTEREST HARMS. ....</b>	<b>77</b>
<b>A.</b>	Overview of Competitive Analysis.....	78
<b>B.</b>	Relevant Markets .....	81
<b>C.</b>	The Proposed Transaction Presents No “Horizontal” Concerns.....	89

<b>D.</b>	There Is No Risk That the Transaction Will Facilitate “Foreclosure” or Other Exclusionary Conduct. ....	103
<b>E.</b>	The Transaction Presents No Threat to Diversity and Localism. ....	127
<b>F.</b>	The Journalistic Independence of NBC News Will Be Maintained. ....	131
<b>VII.</b>	<b>PROCEDURAL MATTERS</b> .....	133
<b>VIII.</b>	<b>CONCLUSION</b> .....	134



## **LIST OF APPENDICES**

1. List of Licenses To Be Transferred
2. Detailed Description of Transactions
3. Master Agreement Among General Electric Company, NBC Universal, Inc., Comcast Corporation, and Navy, LLC, dated December 3, 2009
4. Amended and Restated Limited Liability Company Agreement of Navy, LLC (To Be Executed at Closing)
5. Annual Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 for the Fiscal Year Ended December 31, 2008, Comcast Corporation, SEC Form 10-K, filed February 20, 2009
6. Quarterly Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 for the Quarterly Period Ended September 30, 2009, Comcast Corporation, SEC Form 10-Q, filed November 4, 2009
7. Declaration of Robert Pick, Senior Vice President, Corporate Development, Comcast Corporation
8. Applicants' Voluntary Public Interest Commitments
9. Expert Declaration of Matthew L. Spitzer Concerning Diversity and Localism Issues Associated with the Proposed Comcast-NBCU Transaction
10. Lexicon of Acronyms

## **I. INTRODUCTION**

General Electric Company (“GE”) and Comcast Corporation (“Comcast”) (collectively, “Applicants”) seek approval from the Federal Communications Commission (“Commission” or “FCC”) to transfer certain broadcast, broadcast auxiliary, satellite earth station, and business radio licenses as part of a proposed transaction that is pro-consumer, pro-competitive, and strongly in the public interest. The transaction will combine the broadcast, cable programming, movie studio, theme park, and online content businesses of NBC Universal (“NBCU”) with the cable programming and certain online content businesses of Comcast. This content-focused joint venture, which will retain the NBCU name, will be majority-owned and managed by Comcast.

The new NBCU will advance the most central policy goals of the Commission: diversity, localism, competition, and innovation. With Comcast’s demonstrated leadership in communications, entertainment, and information, the new NBCU will be able to increase the quantity, quality, diversity, and local focus of its content, and accelerate the arrival of the multiplatform, “anytime, anywhere” future of video programming that Americans want. Given the intensely competitive markets in which Comcast and NBCU operate, as well as existing law and regulations, this essentially vertical transaction presents no cognizable risk of harm in any market or to the public interest.

NBCU, currently owned by GE, is an American icon – a media, entertainment, and communications company with a storied past and a promising future. At the heart of NBCU’s content production is the National Broadcasting Company (“NBC”), the nation’s first television broadcast network and home of one of the crown jewels of NBCU, NBC News. Two highly regarded cable news networks, CNBC and MSNBC, also draw on the capabilities of NBC News. NBCU also owns Telemundo, the nation’s second-largest Spanish-language broadcast network, with substantial Spanish-language production facilities located in the United States. NBCU’s

other assets include 26 local broadcast stations (10 NBC owned-and-operated stations (“O&Os”), 15 Telemundo O&Os, and one independent Spanish-language station), numerous national cable programming networks, a motion picture studio with a library of several thousand films, a TV production studio, and an international theme park business.

Comcast, a leading provider of cable television, high-speed Internet, digital voice, and other communications services to millions of customers, is a pioneer in enabling consumers to watch what they want, when they want, where they want, and on the devices they want.

Comcast is primarily a distributor, offering its customers multiple delivery platforms for content and services. Although Comcast owns and produces some cable programming channels and online content, Comcast owns relatively few national cable networks, none of which is among the 30 most highly rated, and, even including its local and regional networks, Comcast accounts for a tiny percentage of the content industry. The majority of these content businesses will be contributed to the joint venture. The distribution side of Comcast (referred to as “Comcast Cable”) is not being contributed to the new NBCU and will remain under Comcast’s ownership and control.

Thus, the proposed transaction is primarily a *vertical* combination of NBCU’s content with Comcast’s multiple distribution platforms. Antitrust law, competition experts, and the Commission have long recognized that vertical combinations can produce significant benefits. Experts and the Commission also have found that vertical combinations with limited horizontal issues generally do not threaten competition.

The transaction takes place against the backdrop of a communications and entertainment marketplace that is highly dynamic and competitive, and becoming more so every day. NBCU – today, and post-transaction – faces competition from a large and growing roster of content

providers. There are literally hundreds of national television networks and scores of regional networks. These networks compete not only with each other, but also with countless other video choices – both for consumers’ attention and for distribution on various video platforms. In addition, content producers increasingly have alternative outlets available to distribute their works, free from any purported “gatekeeping” networks or distributors. In this universe of content producers, with competitors such as Disney/ABC, Time Warner, Viacom, and News Corp., the new NBCU will have the incentive and financial resources to give consumers the high-quality programming they want, and no incentive – or ability – to restrict competition or otherwise harm the public interest.

Competition is fierce among distributors as well. Consumers in every geographic area have multiple choices of multichannel video programming distributors (“MVPDs”) and can obtain video content from many non-MVPDs as well. In addition to the local cable operator, consumers can choose from two MVPDs offering nationwide direct broadcast satellite (“DBS”) service: DirecTV and Dish Network, which are now the second and third largest MVPDs in America, respectively. Verizon and AT&T, along with other wireline overbuilders, are strong competitors, offering a fourth MVPD choice to tens of millions of American households and a fifth choice to some. Indeed, as competition among MVPDs has grown, Comcast’s nationwide share of MVPD subscribers has steadily decreased (it is now less than 25 percent, a share that the Commission has repeatedly said is insufficient to allow an MVPD to engage in anticompetitive conduct).

Moreover, current market dynamics are more telling than static measures of market shares; over the past two years, Comcast lost 1.2 million net video subscribers while its

competitors continued to add subscribers. DirecTV, Dish Network, AT&T, and Verizon have added 7.6 million net video customers over the same time period.

Consumers can also access high-quality video content from myriad other sources. Some households continue to receive their video through over-the-air broadcast signals, which have improved in quality and increased in quantity as a result of the broadcast digital television transition. Millions of households purchase or rent digital video discs (“DVDs”) from one of thousands of national, regional, or local retail outlets, including Walmart, Blockbuster, and Hollywood Video, as well as Netflix, MovieCrazy, Café DVD, and others who provide DVDs by mail. High-quality video content also is increasingly available from a rapidly growing number of online sources that include Amazon, Apple TV, Blinkx, Blip.tv, Boxee, Clicker.com, Crackle, Electus, Hulu, iReel, iTunes, Netflix, Sezmi, SlashControl, Sling, Veoh, Vevo, Vimeo, VUDU, Vuze, Xbox, YouTube – and many more. These sites offer previously unimaginable quantities of professionally-produced content and user-generated content that can be accessed from a variety of devices, including computers, Internet-equipped televisions, videogame boxes, Blu-ray DVD players, and mobile devices. In addition, there is a huge supply of user-generated video content, including professional and quasi-professional content. YouTube, for example, which is by far the leader in the nascent online video distribution business, currently receives and stores virtually an entire day’s worth of video content for its viewers *every minute*. And there are no significant barriers to entry to online video distribution. Thus, consumers have a staggering variety of sources of video content beyond Comcast and its rival MVPDs.

The combination of NBCU and Comcast’s content assets under the new NBCU – coupled with management of the new NBCU by Comcast, an experienced, committed distribution innovator – will enable creation of new pathways for delivery of content to consumers on a wide

range of screens and platforms. The Applicants' limited shares in all relevant markets, fierce competition at all levels of the distribution chain, and ease of entry for cable and online programming ensure that the risk of competitive harm is insignificant. Moreover, any risks are further reduced by the Commission's existing program access, program carriage, and retransmission consent rules and regulations, as well as the additional public interest commitments made by the Applicants.

At the same time, the transaction's public interest benefits – particularly for the Commission's cornerstone interests in diversity, localism, competition, and innovation – are substantial. Through expanded access to outlets, increased investment in outlets, and lower costs, the new venture will be able to increase the amount, quality, variety, and availability of content more than either company could on its own, thus promoting *diversity*. This includes content of specific interest to minority groups, children and families, women, and other key audience segments. The new venture will also be able to provide more and better local programming, including local news and information programming, thereby advancing one of the Commission's oldest and most fundamental public interest goals, *localism*. NBCU and Comcast will be more innovative and effective players in video programming and distribution, spurring other content producers and distributors to improve their own services, thus enhancing *competition*. Marrying NBCU's programming assets with Comcast's multiple distribution platforms will make it easier for the combined entity to experiment with new business models that will better serve consumers, thus promoting *innovation*.

In addition, the Applicants have publicly affirmed their continuing commitment to free, over-the-air broadcasting. Despite a challenging business and technological environment, the

proposed transaction has significant potential to invigorate NBCU's broadcasting business and expand the important public interest benefits it provides to consumers across this country.

Moreover, combining Comcast's expertise in multiplatform content distribution with NBCU's extensive content creation capabilities and video libraries not only will result in the creation of more and better programming, but also will encourage investment and innovation that will accelerate the arrival of the multiplatform, "anytime, anywhere" future of video programming that Americans want. This is because the proposed transaction will remove negotiation impediments that currently inhibit the ability of Comcast to implement its pro-consumer vision of multiplatform access to quality video programming. Post-transaction, Comcast will have access to more content that it can make available on more outlets, including the new NBCU's national and regional networks and Comcast's cable systems, video-on-demand ("VOD") platform, and online platform. This increase in the value of services offered to consumers by the new company will stimulate competitors – including non-affiliated networks, non-affiliated MVPDs, and the numerous other participants in the video marketplace – to improve what they offer to consumers.

The past is prologue: Comcast sought for years to develop the VOD business, but it could not convince studio distributors – who were reluctant to permit their movies to be distributed on an emerging, unproven platform – to provide compelling content for VOD. This caution, though understandable in light of marketplace uncertainty, slowed the growth of an innovative and extremely consumer-friendly service. Comcast finally was able to overcome the contractual wrangling and other industry resistance to an innovative business model when it joined with Sony to acquire an ownership interest in Metro-Goldwyn-Mayer ("MGM"). This allowed Comcast to "break the ice" and obtain access to hundreds of studio movies that Comcast

could offer for free on VOD. Consumers responded positively to Comcast's VOD initiatives, and once Comcast demonstrated to content owners that the VOD model worked, more of them made compelling content available for this platform. The formation of the new NBCU similarly will remove negotiation impediments by providing Comcast with control of a rich program library and extensive production capabilities that Comcast can use to develop novel video products and services that will be offered to consumers across an array of distribution platforms.

Thanks to Comcast's MGM investment and its extensive efforts to foster the growth of this new technology, VOD has gone on to become extremely popular. Comcast customers have now used Comcast's VOD service more than 14 billion times. By championing the growth of VOD, Comcast has been able to benefit not only its customers but also program producers, and it has stimulated other MVPDs to embrace the VOD model. There is every reason to believe that the transaction proposed here will create a similar pro-consumer impetus for making major motion pictures available sooner for in-home on-demand viewing and for sustainable online video distribution – which, as the Commission has observed, will help to drive broadband adoption, another key Commission goal.

As noted above, the risk of competitive harm in this transaction is insignificant. Viewed from every angle, the transaction is pro-competitive:

First, combining Comcast's and NBCU's programming assets will give rise to no cognizable competitive harm. Comcast's national cable programming networks account for only about three percent of total national cable network advertising and affiliate revenues. While NBCU owns a larger number of networks, those assets account for only about nine percent of overall national cable network advertising and affiliate revenues. In total, the new NBCU will account for only approximately 12 percent of overall national cable network advertising and



affiliate revenues. The new NBCU will rank as the fourth-largest owner of national cable networks, behind Disney/ABC, Time Warner, and Viacom – *the same rank that NBCU has today*. Because both the cable programming market and the broader video programming market will remain highly competitive, the proposed transaction will not reduce competition or diversity, nor will it lead to higher programming prices to MVPDs or consumers, or higher advertising prices. Even after the transaction, approximately six out of every seven channels carried by Comcast Cable will be unaffiliated with Comcast or the new NBCU.

Second, Comcast's management and ownership interests in NBCU's broadcast properties raise no regulatory or competitive concern. While Comcast will own both cable systems and broadcast stations in a limited number of Designated Market Areas ("DMAs"), the Commission's rules do not prohibit such cross-ownership, nor is there any policy rationale to disallow such relationships. The prior cross-ownership prohibitions have been repealed by actions of Congress, the courts, and the Commission. The case for any new prohibition, or any transaction-specific restriction, on cable/broadcast cross-ownership is even weaker today, given the increasingly competitive market for the distribution of video programming and robust competition in local advertising. And, importantly, the local areas in question are major DMAs with a significant number of media outlets, each including at least seven non-NBCU over-the-air television stations as well as other media outlets, including radio. Thus, numerous diverse voices and a vibrantly competitive local advertising environment will remain following the combination of NBCU's broadcast stations and Comcast cable systems in each of the overlap DMAs.

Third, the combination of Comcast's and NBCU's Internet properties similarly poses no threat to competition. There is abundant and growing competition for online video content. Although Comcast operates a video site, called Fancast, and NBCU holds a 32 percent, non-

controlling interest in Hulu, a site that provides access to certain online video content, the leader in online viewing (by far) is Google (through YouTube and other sites it has built or acquired), with almost 40 percent of online video viewing. This puts Google well ahead of Microsoft, Viacom, and Hulu (all of which are in low- or mid-single digits) and vastly more than Fancast (currently well below one percent). There are countless other sites that provide robust competition and near-infinite consumer choice. Even if one restricts the analysis to “professional” online video content, the combined entity will still have a small share and face many competitors. On the Internet, content providers essentially control their own destinies since there are many third-party portals as well as self-distribution options. Entry is easy. Thus, the transaction will not harm the marketplace for online video.

Finally, a vertical combination cannot have anticompetitive effects unless the combined company has substantial market power in the upstream (programming) or downstream (distribution) market, and such circumstances do not exist here. As noted, the video programming, video distribution, and Internet businesses are fiercely competitive, and the proposed transaction does not reduce that competition. The recent history of technology demonstrates that distribution platforms are multiplying, diversifying, and increasingly rivalrous. Wired services have been challenged by both satellite and terrestrial wireless services. Cable has brought voice competition to the telephone companies; the telephone companies have added to the video competition that cable already faced; and both are racing to deploy and improve broadband Internet. Static descriptions of markets have repeatedly failed to capture advances in distribution technologies. In this highly dynamic and increasingly competitive environment, speculative claims about theoretical problems arising from any particular combination should be

subject to searching and skeptical scrutiny, given the accelerating power of technology to disrupt, continuously, all existing market structures.

In any event, there is a comprehensive regulatory structure already in place, comprising the Commission's program access, program carriage, and retransmission consent rules, as well as an established body of antitrust law, that provide further safeguards against any conceivable vertical harms that might be presented by this transaction.

Although the competitive marketplace and regulatory safeguards protect against the risk of anticompetitive conduct, the Applicants have offered an unprecedented set of commitments to provide assurances that competition will remain vibrant. In addition, Applicants have offered concrete and verifiable commitments to ensure certain pro-consumer benefits of the transaction. Applicants propose that the commitments as presented herein be included in any Commission Order approving the transaction and become binding on the parties upon completion of the transaction.

In the end, the proposed transaction simply transfers ownership and control of NBCU from GE, a company with a very diverse portfolio of interests, to Comcast, a company with an exclusive focus on, and a commitment to investing its resources in its communications, entertainment, and information assets. This transfer of control, along with the contribution of Comcast's complementary content assets, will enable the new NBCU to better serve consumers. The new NBCU will advance the most central policy goals of the Commission: diversity, localism, competition, and innovation. Competition, which is already pervasive in every one of the businesses in which the new NBCU – and Comcast Cable – will operate, provides abundant assurance that consumer welfare will be not only safeguarded but increased. Comcast and NBCU will succeed by competing vigorously and fairly.

Applicants intend to use the combined assets to accelerate and improve the range of choices that American consumers enjoy for entertainment, information, and communications. Applicants, therefore, respectfully request that the Commission approve the transaction expeditiously, incorporating the public interest commitments that Applicants have advanced.

## **II. DESCRIPTION OF THE TRANSACTIONS**

### **A. The Proposed Transactions**

A list of the licenses to be transferred is attached as Appendix 1. The transactions contemplated by the Applicants are fully described in Appendix 2. The following is an abbreviated description.

As set forth in the Master Agreement among Comcast, GE, NBCU, and Navy, LLC (“Newco”) dated December 3, 2009 (the “Master Agreement”), creation of the joint venture will occur through several steps and will be subject to the receipt of the necessary governmental approvals and the satisfaction or (to the extent permissible) waiver of other conditions specified in the Master Agreement.<sup>1</sup> At the time of the closing, and immediately prior to the contribution of businesses and assets to Newco by Comcast and GE, both Comcast and GE will effect certain internal restructurings of entities to be contributed to Newco. Certain of the steps in each of these internal restructurings will result in *pro forma* changes in control of FCC licensees.<sup>2</sup>

Following the internal restructurings, GE will acquire the 20 percent of NBCU that it does not currently own in a transaction that does not require Commission approval.<sup>3</sup> Then,

---

<sup>1</sup> The Master Agreement is attached as Appendix 3. The Master Agreement was also filed with the Commission on December 31, 2009, pursuant to 47 C.F.R. § 73.3613.

<sup>2</sup> Appendix 2 provides a detailed description of the *pro forma* changes in control resulting from the restructurings for which FCC approval is requested.

<sup>3</sup> The current owner of that 20 percent interest is Vivendi SA.

NBCU will borrow \$9.1 billion from third-party lenders (the “NBCU Financing”) and distribute the proceeds from the NBCU Financing to GE (the “NBCU Dividend”).<sup>4</sup> The contribution to Newco of NBCU as well as certain other assets used primarily in NBCU’s business will then occur through a series of *pro forma* transfers of control.<sup>5</sup> Comcast then will contribute its content business comprising regional sports networks, other programming networks, and certain Internet businesses, as well as certain other assets used primarily in those businesses, to Newco.<sup>6</sup> Comcast’s cable systems will not be contributed to Newco and will be retained and operated separately by Comcast. Similarly, Comcast’s wireless holdings and certain online assets (including Comcast.net and Fancast) will be retained and operated separately by Comcast. As a result of the foregoing contribution of its content business to Newco and a cash payment by Comcast to GE currently estimated to be \$6.5 billion (Comcast will make a cash payment of \$7.1 billion minus 51 percent of the free cash flow of NBCU between signing and closing), Comcast will own 51 percent of the ownership interest in Newco, while GE will retain a 49 percent interest in Newco.<sup>7</sup> A simplified diagram of the key steps in the transaction appears below.

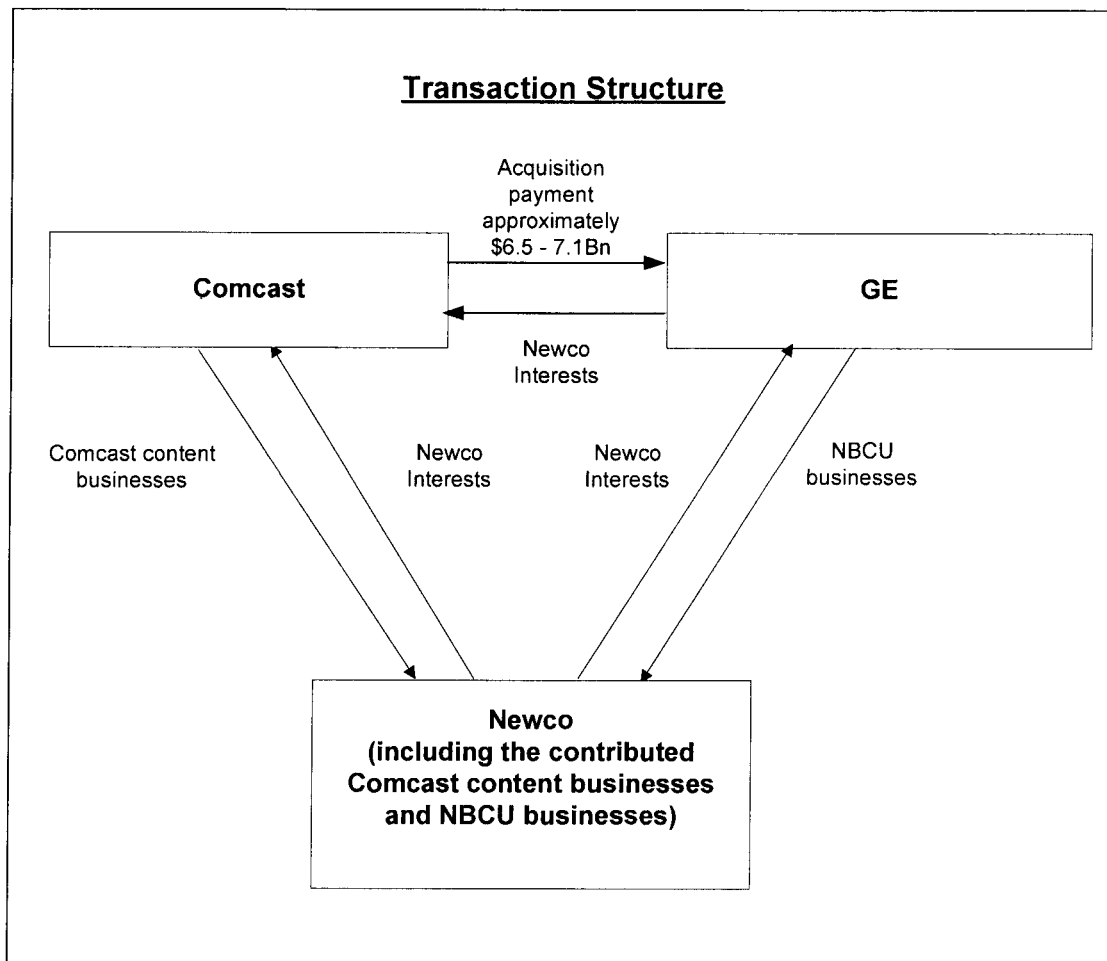
---

<sup>4</sup> Beginning shortly after closing, Newco is expected to maintain maximum leverage of 2.75x EBITDA (Earnings Before Interest, Taxes, Depreciation, and Amortization) and hold an investment grade credit rating. If any borrowings by Newco to fund GE’s redemptions would result in Newco’s leverage ratio exceeding 2.75x EBITDA or the venture losing investment-grade status, Comcast will provide a backstop of up to \$2.875 billion for each redemption, subject to a maximum amount of \$5.75 billion.

<sup>5</sup> These steps are also described in more detail in Appendix 2.

<sup>6</sup> The Comcast content businesses will be contributed to NBCU as a wholly-owned subsidiary of Newco, and not to Newco directly. To distinguish between pre- and post-transaction NBCU, these contributions are described herein as being made to Newco to make clear that the contributions will be made to the new joint venture and not to NBCU under its present ownership.

<sup>7</sup> The amount of both the NBCU Dividend and the cash payment by Comcast to GE are subject to adjustment in certain circumstances.



Upon the consummation of the transactions contemplated by the Master Agreement, Comcast and GE will enter into an operating agreement for Newco (the “LLC Agreement”<sup>8</sup>), which will serve as Newco’s primary operating document and provide for the management and governance of Newco. Pursuant to the LLC Agreement, Newco will have an internal management board of directors initially consisting of three Comcast designees and two GE

---

<sup>8</sup> The Draft Amended and Restated Limited Liability Company Agreement of Navy, LLC (“LLC Agreement”) is attached as Appendix 4. The LLC Agreement was also filed on December 31, 2009, pursuant to 47 C.F.R. § 73.3613 (the LLC Agreement is an attachment to the Master Agreement as filed). The LLC Agreement will be signed at the closing.

designees.<sup>9</sup> The LLC Agreement will contain an enumerated list of approval rights reserved solely for the board of directors.<sup>10</sup> Board decisions will be made by majority vote, provided that GE will have consent rights with respect to certain non-ordinary course matters.<sup>11</sup> GE's consent rights terminate if GE's ownership interest in Newco falls below 20 percent. Jeff Zucker, current President and Chief Executive Officer of NBCU, has been selected as Newco's initial Chief Executive Officer. In the event of a vacancy in the position of Chief Executive Officer within the first three-and-a-half years of operation of Newco, GE will have the right to veto up to two candidates proposed by Comcast. After two such vetoes, the Newco board of directors will have the right to select the Chief Executive Officer.

The LLC Agreement will prohibit Comcast from transferring its ownership interest in Newco for approximately four years after closing, and GE will be prohibited from transferring its ownership interest for three-and-a-half years, at which respective point either party may sell its ownership interest in Newco publicly or privately, subject, in the case of sales by GE, to a fair-market-value purchase right in favor of Comcast.<sup>12</sup> If Comcast sells its entire ownership interest

---

<sup>9</sup> The internal management board will consist of Michael J. Angelakis, Stephen B. Burke, Jeffrey R. Immelt, Brian L. Roberts, and Keith S. Sherin. GE's representation right will be reduced to one director if GE's ownership interest in Newco falls below 20 percent, and GE will lose its representation right if GE's ownership interest in Newco falls below 10 percent, with Comcast designees replacing the outgoing GE directors.

<sup>10</sup> These include approval of certain incurrences or repayments of debt, removal of the CEO or employees reporting directly to the CEO, certain acquisitions and dispositions, entering into certain non-ordinary course agreements, approval of new strategic plans, and material amendments to or departures from existing strategic plans and the Company's annual budget.

<sup>11</sup> See LLC Agreement, §4.10(a). These include (i) certain acquisitions, (ii) material expansions of Newco's scope of business or purpose, (iii) certain issuances or repurchases of equity, (iv) certain distributions to equity holders, (v) certain debt incurrences, (vi) certain loans made outside of the ordinary course of business, and (vii) a liquidation or voluntary bankruptcy of Newco.

<sup>12</sup> Comcast and GE will be granted demand and piggyback registration rights exercisable, in the case of Comcast, after approximately four years and, in the case of GE, after approximately three-and-a-half years. The parties' registration rights will be subject to various restrictions on timing, frequency (including "blackout" periods in various circumstances) and, in the case of GE, amount.

in Newco, it can require GE to sell its entire interest to the same buyer on the same terms, subject to certain minimum-purchase-price requirements as set forth in the LLC Agreement. If Comcast chooses to sell its entire ownership interest in Newco, GE may require Comcast to include GE's entire ownership interest in the sale on the same terms.<sup>13</sup>

In addition, subject to certain conditions, GE will be granted the right to elect, during the six-month period beginning three-and-a-half years after closing, to require Newco to purchase 50 percent of its ownership interest (a redemption) and, during the six-month period beginning seven years after closing, to require Newco to purchase all of the ownership interests then held by GE. If GE exercises its first redemption right, Comcast will have the right to purchase the remainder of GE's ownership interest, exercisable during the 10-business-day period after the determination of the purchase price payable in connection with the first redemption right. If GE does not exercise its first redemption right, then after the fifth anniversary of the closing Comcast will have the right to purchase 50 percent of GE's initial ownership interest. Comcast will also have the right to purchase GE's remaining ownership interest, if any, after the eighth anniversary of the closing. The LLC Agreement contemplates a mechanism whereby, in connection with certain of the potential transactions allowing GE to dispose of its interest in Newco, GE will retain a preferred interest in the venture through a holding company.

Finally, for as long as GE directly or indirectly retains an ownership interest in Newco, Newco or its subsidiaries generally may only enter into a transaction, agreement, or arrangement with Comcast or any of its affiliates (a "Related Party Transaction") if the transaction is on arm's-length terms. This arm's-length requirement applies to, among other agreements,

---

<sup>13</sup> The LLC Agreement also allows Comcast to effect a spin-off of its interest in Newco in specified circumstances.



programming agreements, affiliation agreements, and other commercial agreements of a type that are entered into between content producers and distributors in the ordinary course of business. Prior to entering into a proposed Related Party Transaction involving annual payments or annual incurrence of obligations by Newco or a subsidiary of Newco in excess of \$7.5 million, Newco will provide GE with a written summary of the material terms of the proposed transaction and will provide GE a reasonable opportunity to consult with representatives of Newco and Comcast concerning the transaction. GE will have 10 business days from the date of receipt of notice of the Related Party Transaction, or, with respect to a Related Party Transaction that is not the subject of such notice, 10 business days from the date GE obtains knowledge of the transaction, to require arbitration concerning an ordinary course Related Party Transaction in the manner provided for in the LLC Agreement. GE will have a veto right with respect to non-ordinary course Related Party Transactions. GE's arbitration right and veto right no longer will be applicable if GE's ownership in Newco falls below 10 percent.

## **B. The Applicants**

### **1. Comcast**

Comcast began offering cable service with a single system in 1963 in Tupelo, Mississippi, serving just over 1,000 cable customers.<sup>14</sup> Under the leadership of the Roberts family,<sup>15</sup> Comcast has experienced extraordinary growth in its business. After decades of investment, innovation, and old-fashioned hard work, Comcast has become a leading provider of cable television, high-speed Internet, digital voice, and other services to millions of customers.

---

<sup>14</sup> Comcast's financial qualifications to enter into the Transactions are established in Comcast's 2008 SEC Form 10-K Annual Report, attached as Appendix 5, and Third Quarter 2009 SEC Form 10-Q, attached as Appendix 6.

<sup>15</sup> Brian L. Roberts, son of Comcast founder Ralph J. Roberts, is Comcast's Chairman, President and Chief Executive Officer.

In the process, it has developed, deployed, and improved a wide range of new technologies and services and established a reputation as an industry leader in technology, financial performance, and operational efficiency. Comcast has also delivered the benefits that it promised in both of the other major transactions involving Comcast that the Commission has approved during the past decade.<sup>16</sup> In all of its businesses, Comcast faces substantial competition.

a. Cable Systems and Video Services

Comcast currently owns and operates cable systems serving approximately 23.8 million customers in 39 states and the District of Columbia.<sup>17</sup> Since 1996, Comcast and its predecessors-

---

<sup>16</sup> A principal public interest benefit that the Commission recognized when it approved the AT&T/Comcast and Adelphia/Time Warner/Comcast transactions was that Comcast would invest to expand capacity and bring new services to consumers. See *In the Matter of Applications for Consent to the Transfer of Control of Licenses from Comcast Corporation and AT&T Corp., Transferors, to AT&T Comcast Corporation, Transferee*, Memorandum Opinion and Order, 17 FCC Rcd 23246 ¶¶ 182-184 (2002), *aff'd sub nom. Consumer Fed'n of Am. v. FCC*, 348 F.3d 1009 (D.C. Cir. 2003) ("AT&T-Comcast Order") ("[W]e conclude that the proposed transaction is likely to have a positive impact on deployment of broadband services. We agree with Applicants that the merged entity is likely to accelerate the deployment of broadband services in AT&T service areas."); *In the Matter of Adelphia Communications Corporation, Time Warner Cable Inc., and Comcast Corporation*, Memorandum Opinion and Order, 21 FCC Rcd 8203 ¶¶ 256-259 (2006) ("Adelphia Order") ("As the Commission has stated many times, the deployment of advanced video services is a recognized public interest benefit. . . . In this case, we have considered whether Adelphia subscribers are more likely than not to obtain additional or superior advanced video services, VoIP service, and high-speed Internet service post-transaction or to obtain these services more quickly than would otherwise be the case. Thus, we find it more likely than not that the proposed transactions will have a positive impact on the deployment of certain advanced services to Adelphia subscribers. We also find it likely that Comcast and Time Warner will improve the quality and availability of advanced services on Adelphia's systems and that Adelphia subscribers will benefit from the transactions in this regard. . . . We also find that the transactions likely would accelerate the completion of upgrades on Adelphia's systems and the deployment of advanced video services.") (internal citations omitted).

Comcast has delivered on those commitments. In the Adelphia merger proceeding, Comcast stated that it would spend \$150 million to upgrade Adelphia systems. In fact, Comcast significantly exceeded that investment. Between August 2006 and March 2008, Comcast spent over \$660 million to upgrade systems acquired from Adelphia and continues to invest in those systems. Similarly, between January 2003 and December 2005, Comcast spent \$6.8 billion to upgrade systems acquired from AT&T Broadband and continues to invest in those systems. As a result, despite the poor conditions of many of the cable systems Comcast acquired from AT&T Broadband and Adelphia, more than 99 percent of the homes Comcast passes now have available to them digital cable, HD channels, VOD, and High-Speed Internet.

<sup>17</sup> Under the Commission's rules, Comcast is also attributed with ownership of some additional cable systems, which serve approximately 600,000 customers, through partnerships with U S Cable of Coastal Texas, LP, MidContinent Communications, and Bresnan Broadband Holdings. Because Comcast does not control these systems, the commitments offered herein would not apply to them.

in-ownership have invested nearly \$60 billion to upgrade network infrastructure by installing fiber optics and other technological enhancements.<sup>18</sup> As a result of these investments, Comcast now provides over 99 percent of its customers with a state-of-the-art, two-way network.

Comcast's cable systems offer subscribers a full array of both traditional and advanced video products, including: local broadcast station programming; national, regional, and local cable channels; premium movie channels; programming packages for Hispanic, South Asian, Filipino and other minority audiences; pay-per-view ("PPV") services; an impressive range of high-definition ("HD") programming; over 17,000 VOD choices over the course of a month (with more than 2,600 choices in HD), most of which are available to digital video customers at no additional charge<sup>19</sup>; digital video recorder ("DVR") services; and interactive programming guides. In addition, Comcast digital cable service is now available to virtually all Comcast customers, and approximately 18 million subscribers – representing approximately 76 percent of Comcast's cable customer base – now have one or more digital cable connections.

---

<sup>18</sup> Comcast's network has approximately 140,000 miles of fiber optic plant, enough to crisscross the country more than 45 times.

<sup>19</sup> The large majority of VOD content is made available to Comcast digital customers at no additional charge to their digital service price. For example, if a customer has a particular linear channel included in his or her service (*i.e.*, Discovery, ESPN, or HBO), the VOD content associated with that channel is available for unlimited viewing at no additional charge. To access VOD content, a customer must have a two-way digital set-top box, or tru2way CableCard-enabled retail device. All digital customers can obtain a leased standard-definition two-way set-top box (or a CableCard for retail devices) for the primary outlet on the account at no additional charge. Furthermore, in markets where Comcast is migrating expanded basic channels to digital (so-called "Project Cavalry" markets, which will be complete across approximately 80 percent of Comcast's footprint by the end of this year), Comcast has priced its entry level digital service at parity with the analog expanded basic level of service. In these markets, analog customers are able to obtain a two-way standard-definition digital set-top box at no additional charge to their current rate, and access VOD content from any of the channels in their digital package. Customers with HD-capable equipment, which is typically available for an incremental equipment fee, are also able to access HD VOD content at no additional charge.

b. Broadband Internet and Digital Voice

Comcast's High-Speed Internet ("HSI") service, also delivered over Comcast's cable plant, currently has approximately 15.7 million customers and is available to approximately 50.8 million homes. Comcast is the nationwide leader in the number of homes and businesses to which it makes DOCSIS 3.0 ("D3") technology available; it had deployed D3 across more than 75 percent of its footprint as of year-end 2009. This technology allows Comcast to offer customers world-class speeds – up to 50 Mbps downstream and up to 10 Mbps upstream – with even faster speeds to come. Deployment of D3 also has enabled Comcast to double the speeds available to existing HSI customers, without increasing the price of the service. Provisioned speeds on Comcast's standard ("Performance") tier of HSI service have doubled – from 6 Mbps to 12 Mbps downstream and from 1 Mbps to 2 Mbps upstream.

Comcast also provides competitive facilities-based voice services – called Comcast Digital Voice ("CDV") – to approximately 7.4 million customers, and CDV is available to approximately 48.1 million homes. Comcast also has a growing business providing voice and broadband Internet services to small- and medium-sized businesses, in many cases bringing the first-ever facilities-based competitive alternative to these businesses.

c. Programming

The vast majority of programming delivered by Comcast to its customers is obtained from suppliers that are not affiliated with Comcast. In fact, Comcast owns attributable interests in only 11 national programming networks, none of which ranks among the top-30 rated national cable networks.<sup>20</sup> These include five wholly-owned national programming networks – E!, Golf

---

<sup>20</sup> Comcast's top-rated network is E! Entertainment Television, which was the 35<sup>th</sup> most highly rated network based on average full-day Nielsen ratings in 2009. See Nielsen Media Research, *Program Based Dayparts, Live, Ad-Supported Cable* (2009).

Channel, Versus, Style, and G4 – and six networks in which Comcast has an attributable but non-controlling interest (with the percentage interest shown in parentheses) – PBS KIDS Sprout (40 percent), TV One (33.5 percent), NHL Network (15.6 percent), Current Media (10 percent), MLB Network (8.3 percent), and Retirement Living Television (3.4 percent). Comcast’s interests in E!, Golf Channel, Versus, Style, G4, PBS KIDS Sprout, TV One, and Retirement Living Television will be contributed to the joint venture. Comcast’s interests in NHL Network, Current Media, and MLB Network will be retained by Comcast and will not be contributed to the joint venture.

In addition, Comcast has partial ownership interests in three companies providing PPV or VOD programming (with the percentage interest shown in parentheses): Exercise TV (65 percent), a VOD service that features fitness experts and personalities who help viewers achieve their fitness and weight loss goals; iN DEMAND Networks (53.7 percent), which provides a variety of PPV and VOD offerings; and FEARnet (33.3 percent), a VOD service focused on horror, thriller, and suspense content.<sup>21</sup> Comcast’s interests in Exercise TV and FEARnet will be contributed to the joint venture. Comcast’s interest in iN DEMAND will be retained by Comcast and will not be contributed to the joint venture.

Comcast also has interests in a variety of regional and local programming networks, including the following (with the percentage interest shown in parentheses): The Comcast Network (100 percent), New England Cable News (100 percent), Comcast Entertainment Television (100 percent), Comcast Hometown Television (100 percent), C2 (100 percent), CN100 (100 percent), Comcast Television Network (100 percent), Pittsburgh Cable News (30

---

<sup>21</sup> In addition, Comcast owns a 12.4 percent equity interest in MusicChoice, a provider of VOD music videos and commercial-free, compact disc-quality music channels to MVPD systems.

percent), and certain local origination channels. These networks provide original local and regional news, public affairs, sports, and/or family-oriented programming in a variety of states, including California, Colorado, Connecticut, Delaware, Illinois, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New Mexico, Pennsylvania, South Carolina, Virginia, and Washington, D.C. Comcast's interests in The Comcast Network and New England Cable News will be contributed to the joint venture. Comcast's interests in Comcast Entertainment Television, Comcast Hometown Television, C2, CN100, Comcast Television Network, Pittsburgh Cable News, and certain local origination channels will be retained by Comcast and will not be contributed to the joint venture.

In addition, Comcast has interests in several regional sports networks ("RSNs"). Comcast owns a controlling interest (with the percentage interests shown in parentheses) in Comcast SportsNet California (100 percent), Comcast SportsNet Mid-Atlantic (100 percent), Comcast SportsNet New England (100 percent), Comcast SportsNet Northwest (100 percent), Comcast SportsNet (Philadelphia) (100 percent), Comcast Sports Southwest (100 percent), Cable Sports Southeast (81 percent), Comcast SportsNet Bay Area (67 percent), and Comcast SportsNet Chicago (30 percent). Comcast owns a non-controlling interest in SportsNet New York (8.2 percent). Comcast's interests in these RSNs will be contributed to the joint venture. In addition, Comcast owns a 50 percent interest in The Mtn. – MountainWest Sports Network ("The Mtn."), which is sold on a national basis and features coverage of more than 200 college sports contests, including football, men's and women's basketball, and men's and women's Olympic sports. Comcast's interest in The Mtn. will be contributed to the joint venture.

d. Filmed Entertainment

Five years ago, Comcast entered into a partnership with Sony Pictures and other investors to acquire MGM. Through this partnership, Comcast acquired a minority stake (18.8 percent) in

MGM and obtained licenses to MGM and Sony movies and television series. Comcast does not control this venture, has limited veto rights, and has appointed none of the current directors on the MGM Board. Comcast's interest in MGM will not be contributed to the joint venture.

e. Online Interactive Services

Comcast Interactive Media ("CIM") is a division of Comcast focused on developing and operating online and cross-platform entertainment and media businesses, all of which are relatively small players on the Internet (in terms of page views), including Comcast.net,<sup>22</sup> Fandango,<sup>23</sup> DailyCandy,<sup>24</sup> and Plaxo.<sup>25</sup> Only the Fandango and DailyCandy businesses will be contributed to the joint venture.

CIM is also the home of Fancast. Fancast's purpose is to aggregate information and content for people interested in all things "entertainment and content." Fancast is a national site that helps users find and manage content regardless of the viewing window or platform (linear TV, online, DVR, VOD, DVD, and theatrical), and online video is just one piece of the offering. Fancast partners with CBS, Hulu, and other content providers, and lets anyone with an Internet connection stream certain video content without charge, regardless of whether he or she has a subscription to any Comcast service. For Comcast's cable customers, Fancast provides additional value because they can search, manage, and access their cable subscriptions across multiple platforms (*e.g.*, TV, laptop, and mobile devices) using tools such as remote DVR and VOD Watchlist.

---

<sup>22</sup> Comcast.net is Comcast's interactive portal, which provides multiple e-mail addresses and online storage, as well as a variety of content and value-added features and enhancements for Comcast customers.

<sup>23</sup> Fandango is an online entertainment site and movie-ticket service.

<sup>24</sup> DailyCandy is an e-mail newsletter and website.

<sup>25</sup> Plaxo is an address book management and social networking website service.

Most recently, CIM developed the On Demand Online service Fancast Xfinity TV,<sup>26</sup> a pioneering implementation of the “TV Everywhere” principles announced by Time Warner, Inc. and Comcast in June 2009.<sup>27</sup> The TV Everywhere model is designed to create an open and non-exclusive<sup>28</sup> approach to online video that gives MVPD customers access to high-quality content that, in the absence of a viable business model, would not otherwise be made available online.<sup>29</sup> Fancast Xfinity TV, which is now in national beta release,<sup>30</sup> affords authenticated Comcast Cable subscribers online access to a vast library of content – from blockbuster movies to TV shows – at no additional charge. Following Comcast’s national beta launch of Fancast Xfinity TV in December 2009, Comcast is moving ahead in 2010 to the next phase of authentication trials to provide consumers with “anytime, anywhere” access to video content. To that end, Comcast is working this year to provide its cable customers with the ability to access Fancast Xfinity TV content using the network of any Internet service provider (“ISP”) or, for a particular content owner’s content, from that owner’s website.<sup>31</sup>

---

<sup>26</sup> “On Demand Online” and “Fancast Xfinity TV” are used interchangeably throughout this document.

<sup>27</sup> See Press Release, Comcast Corp., *Time Warner Inc. Announces Widespread Distribution of Cable TV Content Online; Comcast and Time Warner Develop Principles for “TV Everywhere Model”; Comcast to Begin National Technical Trial of “On Demand Online”* (June 24, 2009), available at <http://www.comcast.com/About/PressRelease/PressReleaseDetail.aspx?PRID=883> (“*TV Everywhere Press Release*”).

<sup>28</sup> The TV Everywhere principles provide that “TV Everywhere is open and non-exclusive; cable, satellite or telco video distributors can enter into similar agreements with other programmers.” See *id.*

<sup>29</sup> The objective is to provide customers with more choice and convenience, while also giving content producers reliable revenue streams that will let them sustain and grow their content creation. This is one of many different and competitive approaches being taken by content creators and video distributors to create a secure and sustainable environment for online video.

<sup>30</sup> See Press Release, Comcast Corp., *Comcast Makes On Demand Online Video Entertainment Experience Available Nationally* (Dec. 15, 2009), available at <http://www.comcast.com/About/PressRelease/PressReleaseDetail.aspx?PRID=946>.

<sup>31</sup> See generally Steve Donohue, *Comcast to Expand ‘Xfinity’ to DSL Subs*, Light Reading, Jan. 12, 2010, available at [http://www.lightreading.com/document.asp?doc\\_id=186603&site=cdn&f\\_src=lightreading\\_gnews](http://www.lightreading.com/document.asp?doc_id=186603&site=cdn&f_src=lightreading_gnews).



f. Wireless

Comcast offers consumers a mobile wireless broadband service, Comcast High-Speed 2go. Comcast High-Speed 2go is a wireless high-speed data service that provides the fastest available wireless Internet in the nation via wireless data cards. Comcast High-Speed 2go's 4G service is provided using the Clearwire network, in which Comcast holds a non-controlling 9.4 percent equity interest, and its 3G service is provided by Sprint's nationwide 3G network.<sup>32</sup> Comcast also owns a controlling interest in SpectrumCo, LLC, which is currently engaged in efforts to clear the spectrum band it acquired at auction. Comcast's wireless interests will not be contributed to the joint venture.

**2. General Electric Company**

GE is a diversified technology, financial services, and media company focused on solving some of the world's toughest challenges. With products and services ranging from aircraft engines, power generation equipment, and locomotives, to medical imaging, business and consumer financing, media content, and consumer and industrial products, GE serves customers in more than 100 countries and employs more than 285,000 people worldwide. GE traces its beginnings to Thomas Edison, who established Edison Electric Light Company in 1878. In 1892, a merger of Edison General Electric Company and Thomas-Houston Electric Company resulted in the creation of GE. GE is the only company listed in the Dow Jones Industrial Index today that was also included in the original index in 1896.

Today, GE's largest and most important components are its Energy Infrastructure and Technology Infrastructure businesses. These businesses accounted for approximately 74 percent

---

<sup>32</sup> To date, Comcast's High-Speed 2go service has been launched in the following cities: Atlanta, Chicago, Philadelphia, Portland, and Seattle. See Todd Spangler, *WiMax Blooms in Chicago, Seattle, Dallas*, Multichannel News, Dec. 1, 2009, available at [http://www.multichannel.com/article/391314-WiMax\\_Blooms\\_In\\_Chicago\\_Seattle\\_Dallas.php](http://www.multichannel.com/article/391314-WiMax_Blooms_In_Chicago_Seattle_Dallas.php).

of GE's 2009 total segment profits.<sup>33</sup> As GE's Chairman and Chief Executive Officer, Jeff Immelt, explained during GE's December 15, 2009 Annual Outlook Investor Meeting, GE intends to be a simpler company going forward by focusing on its core high-tech infrastructure businesses and on financial services: "I think going forward we really just have a simpler task. It's to continue to invest and grow in our infrastructure technology businesses. And it's to create value in our capital finance businesses."<sup>34</sup>

GE's media and entertainment arm dates from its acquisition of NBC's parent company, RCA, in 1986. NBCU was created when GE and Vivendi merged NBC and Vivendi Universal Entertainment in 2004. GE currently owns 80 percent of NBCU and Vivendi owns the remaining 20 percent.<sup>35</sup> NBCU, in turn, indirectly owns 44.4 percent of the voting power of NBC Telemundo, Inc., which is the immediate parent of NBC Telemundo License Co., the primary FCC license-holding entity within GE/NBCU. NBC Telemundo License Co. in turn indirectly owns three other license-holding entities: Station Venture Operations, LP, Telemundo Las Vegas License, LLC, and Telemundo of Puerto Rico. The remaining 55.6 percent of the voting power of NBC Telemundo, Inc. is owned indirectly by GE, which gives GE control over all of the NBC Telemundo licensee entities. For ease of reference, NBCU and the licensee entities are referred to collectively herein as "NBCU."

---

<sup>33</sup> By contrast, NBCU accounted for only approximately 12 percent of GE's 2009 total segment profits.

<sup>34</sup> GE Annual Outlook Investor Meeting, Conference Call Transcript, at 4 (Dec. 15, 2009).

<sup>35</sup> Vivendi is a global communications and entertainment company. Vivendi has chosen to sell its stake in NBCU at the closing of the Comcast transaction. Accordingly, following consummation of the proposed transaction, Vivendi will no longer have any interest in NBCU.

### 3. NBCU

NBCU is a preeminent media, entertainment, and communications company. It has grown from the early days of the National Broadcasting Company's "red" and "blue" radio networks to become a leader in the development, production, and global marketing of entertainment, news, and information. As further described below, NBCU owns and operates two broadcast networks, 26 local broadcast stations, numerous successful and diverse cable programming networks, a motion picture studio with a library of several thousand films, a TV production studio, and an international theme park business. NBCU also has a number of international subsidiaries that deliver a full range of entertainment experiences to local audiences across the globe.

The company's commitment to excellence in news and public affairs programming is well-documented. Over the course of its history, the company has received 39 Humanitas Awards and 16 Peabody Awards and has produced and broadcast the longest running TV network public service campaign, *The More You Know*. Most recently, NBCU launched its "Green is Universal" effort, a commitment to bring an environmental perspective to NBCU's networks, platforms, audiences, and communities.

#### a. Broadcast Assets<sup>36</sup>

*NBC Television Network.* NBC is an American icon. At the heart of NBCU's content production is NBC, the nation's first television broadcast network and home of one of the crown jewels of NBCU, NBC News. For nearly 70 years, the NBC Television Network has led the way

---

<sup>36</sup> In addition to the full-power television broadcast licenses discussed below, NBCU also owns, and hereby requests consent to transfer to the joint venture, numerous low power broadcast television licenses, transmit-and-receive satellite earth station licenses, business radio licenses, and broadcast auxiliary licenses. See Appendix 1.

in commercial television.<sup>37</sup> The NBC Television Network's strength derives from combining NBC's strong national identity, the programming of its O&Os (described in more detail below), and its more than 200 independently owned affiliated stations in communities across America. With a passion for offering both global and local perspectives on noteworthy events, NBC has worked to earn the trust of the American public through periods of national tragedy and triumph. NBC continues today to be a trusted provider of news, sports, and entertainment programming to the American public and worldwide:

- NBC News has been a leading source of global news and information for more than 75 years, first on radio, and today via broadcast and cable television, the Internet, radio, and mobile phones. Operating around the clock with bureaus in key cities in the U.S. and overseas, NBC News provides immediate coverage and in-depth reporting of major events to a worldwide audience.<sup>38</sup> NBC News provides more than 25 hours of weekly television news programming, including the top-rated *Nightly News with Brian Williams*, *Today*, *Dateline*, and *Meet the Press* programs.
- NBC Universal Sports & Olympics has brought many national sports events to the public for the first time and is home to many of today's top sporting events, including the U.S. Open Championship, The Ryder Cup, Presidents Cup, Kentucky Derby, Preakness Stakes, Notre Dame football, Wimbledon, the French Open, and the Stanley Cup Finals.<sup>39</sup> NBC Sports has broadcast 16 Super Bowls (tied with CBS for the most Super Bowl broadcast by a single network) and is home to *NBC Sunday Night Football*, the primetime broadcast NFL game of the week. As America's Olympic Network, NBC has broadcast more Olympic Games than any other network and has garnered high ratings for its Olympic broadcasts. The 2008 Beijing Summer Olympic Games attracted 215 million American viewers, making it the most-watched event in television history. NBC owns the U.S. exhibition rights to the Summer and Winter Olympic Games through 2012.

---

<sup>37</sup> At the 1939 World's Fair in New York, RCA President David Sarnoff described television as "a new art so important in its implications that it is bound to affect all society. It is an art which shines like a torch of hope in a troubled world. It is a creative force which we must learn to utilize for the benefit of all mankind." See Marc Robinson, *Brought to You in Living Color: 75 Years of Great Moments in Television & Radio From NBC*, at 22 (2002). With this mission in mind, NBC sought and was awarded the first commercial television license in 1941 for W2XBS, which subsequently became WNBT.

<sup>38</sup> See NBC Universal, Company Overview, NBC Universal Television Group, at [http://www.nbcuni.com/About\\_NBC\\_Universal/Company\\_Overview/NBC\\_Universal\\_Television\\_Group.shtml#](http://www.nbcuni.com/About_NBC_Universal/Company_Overview/NBC_Universal_Television_Group.shtml#) (last visited Jan. 25, 2010).

<sup>39</sup> See *id.*

- NBC Entertainment's programs and line-ups have earned the network critical acclaim, numerous awards, and ratings success for decades. The network has received more Emmy Awards than any network in television history.<sup>40</sup> From Milton Berle and Howdy Doody to today's *The Office* and *30 Rock*, NBC programs have resonated with the American public. Hit series such as *Cheers*, *The Cosby Show*, *Family Ties*, *Homicide*, *Friends*, and *Seinfeld* consistently ranked among the most-watched programs during their network runs, along with television's most successful franchise, *Law & Order*. *ER* was the top-rated drama on television for 10 seasons and is the most-nominated show in Emmy history. Today, popular dramas and unscripted series on NBC include *Heroes*, *Chuck*, *Deal or No Deal*, *The Biggest Loser*, *Celebrity Apprentice*, and *America's Got Talent*. *Saturday Night Live* recently entered its thirty-fifth season, and has won 21 Emmy Awards and – with 114 Emmy nominations over its history, SNL ranks among the most Emmy-nominated programs of all time.<sup>41</sup> On Saturday mornings, the network broadcasts *qubo* on NBC, a three-hour block that features fun, entertaining, and educational programming for kids, including the award-winning animated series *Veggie Tales*.

*Telemundo Network.* In 2002, NBC acquired Telemundo, the second-largest U.S.

Spanish-language broadcast network. Like NBC, Telemundo has a long history of bringing important and desirable programming to television viewers. For example, Telemundo's Spanish-language broadcasters opened the door to allow Puerto Rican viewers to watch the 1968 World Series and man's first step on the moon.<sup>42</sup> Today, Telemundo has substantial Spanish-language production facilities located in the United States and broadcasts unique and outstanding national and local entertainment, news, and sports programming to the fast-growing U.S. Hispanic audience. Telemundo reaches 93 percent of U.S. Hispanic viewers through 15 owned-and-operated stations, 45 broadcast affiliates, and distribution to nearly 800 cable systems in more

---

<sup>40</sup> See *id.*

<sup>41</sup> See *Saturday Night Live*, About the Show, <http://www.nbc.com/saturday-night-live/about/> (last visited Jan. 25, 2010); see also, Academy of Television Arts & Sciences, 2008-2009 Primetime Emmy® Awards Facts & Figures, <http://www.emmys.tv/publicdownload/2008-2009-primetime-emmy%C2%AE-awards-facts-figures> (last visited Jan. 25, 2010).

<sup>42</sup> See *Telemundo*, Corporate Information – English, [http://msnlatino.telemundo.com/legal\\_corporate/](http://msnlatino.telemundo.com/legal_corporate/) (last visited Jan. 25, 2010).

than 200 markets.<sup>43</sup> Telemundo is in the process of rolling out a strong, new Spanish-language public affairs program, featuring the highly respected journalist, Jose Diaz-Balart.<sup>44</sup>

*Owned and Operated TV Broadcast Stations.*<sup>45</sup> NBCU owns and operates 26 full-power television broadcast stations. Specifically, NBCU owns and operates 10 local television stations that broadcast NBC Television Network programming in the following markets (with 2009-2010 DMA rank): New York (1); Los Angeles (2); Chicago (3); Philadelphia (4); Dallas-Ft. Worth (5); San Francisco (6); Washington, D.C. (9); Miami-Ft. Lauderdale (17); San Diego (28); and Hartford-New Haven (30).<sup>46</sup> Each of these stations is associated with a locally-focused website that provides news, entertainment, and information for the community.<sup>47</sup> As noted above, NBCU also owns 15 local television stations that broadcast Telemundo Network programming in

---

<sup>43</sup> Telemundo has been granted a permanent waiver of the network representation rule, 47 C.F.R. § 73.658(i). *See Amendment of 73.658(i) of the Commission's Rules, Concerning Network Representation of TV Stations in National Spot Sales et al.*, Report and Order, 5 FCC Rcd 7280 (1990); *see also Azteca International Corporation Petition for Waiver of Section 73.658(i) of the Commission's Rules*, Order, 18 FCC Rcd 10662 (MB 2003).

<sup>44</sup> *See infra* Section IV.A.

<sup>45</sup> Independently-owned affiliated television stations also are an integral part of NBC's and Telemundo's overall broadcast service. NBCU does not own these stations, negotiate for their carriage, or control their programming decisions, but their success is important to NBCU. In addition to airing NBC's and Telemundo's national programming, affiliates serve their communities by producing news, sports, and public affairs programming that addresses local needs. As noted in the memorandum released on the day the joint venture was announced, the combined company will remain "committed to continuing to provide free over-the-air television through its O&O stations and through local broadcast affiliates across the nation. As we negotiate and renew agreements with our broadcast affiliates, we will continue our cooperative dialogue with our affiliates toward a business model to sustain free over-the-air service that can be workable in the evolving economic and technological environment." *See* Memorandum from David L. Cohen, Executive Vice President, Comcast, "Comcast/GE Announcement Regarding NBC Universal," at 2 (Dec. 3, 2009).

<sup>46</sup> The NBCU owned-and-operated stations broadcasting NBC Network programming are: WNBC (New York, NY); KNBC (Los Angeles, CA); WMAQ-TV (Chicago, IL); WCAU (Philadelphia, PA); KNTV (San Francisco, CA); KXAS-TV (Ft. Worth, TX); WRC-TV (Washington, D.C.); WTVJ (Miami, FL); KNSD (San Diego, CA); and WVIT (New Britain, CT).

<sup>47</sup> *See* WNBC, New York, NY, [www.nbcnewyork.com](http://www.nbcnewyork.com); KNBC, Los Angeles, CA, [www.nbclosangeles.com](http://www.nbclosangeles.com); WMAQ-TV, Chicago, IL, [www.nbcchicago.com](http://www.nbcchicago.com); WCAU, Philadelphia, PA, [www.nbcphiladelphia.com](http://www.nbcphiladelphia.com); KNTV, San Francisco, CA, [www.nbcbayarea.com](http://www.nbcbayarea.com); KXAS-TV, Dallas-FT. Worth, TX, [www.nbcdfw.com](http://www.nbcdfw.com); WRC-TV, Washington, D.C., [www.nbcwashington.com](http://www.nbcwashington.com); WTVJ, Miami, FL, [www.nbcmiami.com](http://www.nbcmiami.com); KNSD, San Diego, [www.nbcsandiego.com](http://www.nbcsandiego.com); and WVIT, New Britain, CT, [www.nbcconnecticut.com](http://www.nbcconnecticut.com).

the following markets (with 2009-2010 DMA rank): New York (1); Los Angeles (2); Chicago (3); Dallas-Ft. Worth (5); San Francisco (6); Boston (Manchester) (7);<sup>48</sup> Houston (10); Phoenix (Prescott) (12); Denver (16); Miami-Ft. Lauderdale (17); San Antonio (37); Las Vegas (42); Fresno (55); Tucson (66); and Puerto Rico (no DMA rank).<sup>49</sup> Many of these Telemundo O&Os also have associated websites. NBC also owns an independent Spanish-language station, KWHY-TV in Los Angeles.<sup>50</sup>

b. Cable Programming

NBCU owns a number of leading cable programming channels, including two highly regarded cable news networks, CNBC and MSNBC. NBCU also owns Bravo, Chiller, CNBC World, mun2, Oxygen Media, Sleuth, Syfy, Universal HD, and USA Network. In 2008, NBCU

---

<sup>48</sup> GE and NBCU hold a shared 32.7 percent interest in television station WWDP, Norwell, MA. The proposed transaction does not represent a control event with respect to this station. NBCU previously held a non-attributable equity interest in ION Media Networks, Inc. (formerly known as Paxson Communications Corporation) (“ION”). See *In the Matter of Paxson Management Corporation and Lowell W. Paxson, Transferor, and CIG Media LLC, Transferee for Transfer of Control*, Memorandum Opinion and Order, 22 FCC Rcd 22224 (2007). That equity interest was extinguished in ION’s Chapter 11 proceeding. NBCU no longer holds any current or future interest in ION. See *Application to Transfer Control of NBC Telemundo License Co. from General Electric Company to Comcast Corporation*, Exhibit 7.

<sup>49</sup> The NBCU-owned stations broadcasting Telemundo Network programming are: WNJU (Linden, NJ); KVEA (Corona, CA); WSCV (Ft. Lauderdale, FL); KTMD (Galveston, TX); WSNS-TV (Chicago, IL); KXTX-TV (Dallas, TX); KVDA (San Antonio, TX); KBLR (Las Vegas, NV); KSTS (San Jose, CA); KTAZ (Phoenix, AZ); KNSO (Merced, CA); KDEN-TV (Denver, CO); WNEU (Merrimack, NH); KHRR (Tucson, AZ); WKAQ-TV (San Juan, PR). Puerto Rico stations historically have not been assigned to a DMA. Three of these stations (WNEU, KNSO, and KVDA) are subject to time brokerage agreements with ZGS Communications, Inc. pursuant to which ZGS provides programming during non-network hours and certain sales and operational services.

<sup>50</sup> Several of the NBCU stations are the subject of pending applications for renewal of license. Consistent with the Commission's policy permitting consummation of a multi-station transfer of control overlapping with a renewal cycle, the Transferee hereby assents to succeeding to the place of the current licensees for these pending renewal applications. See, e.g., *ION Media Networks Liquidating Trust and Media Holdco, LP Applications for Transfer of Control of ION Media Networks, Inc.*, Memorandum Opinion and Order, 24 FCC Rcd 14579 ¶ 14 (MB 2009) (“[I]n multi-station transactions, [the FCC] will grant the transfer of control application while [a] renewal application is pending as long as there are no basic qualification issues pending against the transferor or transferee that could not be resolved in the context of the transfer proceeding, and the transferee explicitly assents to standing in the stead of the transferor in the pending renewal proceeding.”) (quoting *In the Matter of the Applications of Shareholders of CBS Corporation, Transferor, and Viacom, Inc., Transferee, for Transfer of Control*, Memorandum Opinion and Order on Reconsideration, 16 FCC Rcd 16072 ¶ 3 (2001)). A detailed discussion of this matter can be found in Exhibit 14 of the application to transfer control of NBC Telemundo License Co. from General Electric Company to Comcast Corporation.

joined forces with private equity firms Bain Capital and the Blackstone Group to acquire The Weather Channel Companies (“TWCC”). NBCU owns (and is proposing to transfer to the joint venture) a 25 percent, non-controlling interest in TWCC. NBCU also owns minority, non-controlling interests in A&E Television Networks and ShopNBC.

c. Filmed Entertainment

Universal Pictures,<sup>51</sup> which will be celebrating its centennial in 2012, creates and distributes theatrical and non-theatrical filmed entertainment, including internally developed titles, co-productions, local acquisitions, specialty motion pictures, direct-to-video titles, specialty video, classic titles, and consumer products. These films and videos then provide content for television and other ancillary Universal businesses. Universal has achieved both popular success and critical acclaim with its recent Academy Award winners *Atonement*, *The Bourne Ultimatum*, *King Kong*, *Brokeback Mountain*, *Ray*, *A Beautiful Mind*, *The Pianist*, and *Lost in Translation*. Classic, Academy Award-winning films from Universal include *All Quiet on the Western Front* (1930), *To Kill a Mockingbird* (1962), *The Deer Hunter* (1978), and *Schindler’s List* (1993).

In addition to Universal Pictures, NBCU owns Focus Features and Focus Features International (FFI), which together produce and distribute original films worldwide.

d. Online Interactive Services

NBCU owns and operates a number of online sites associated with its two television networks, its national cable networks, and its O&O broadcast stations. These sites include:

---

<sup>51</sup> In 1991, consumer electronics company Matsushita Electric Industrial Co. acquired MCA. In 1995, Joseph Seagram Company, Ltd. obtained an 80 percent interest in MCA, which subsequently was renamed Universal Studios, Inc. Seagram Company and its subsidiaries Vivendi and Canal+ formed a strategic business combination to create Vivendi Universal.



*NBC.com.* NBC.com, the NBC broadcast network website, is an online and mobile destination for television and interactive entertainment.<sup>52</sup> With both derivative and web-exclusive programming, NBC.com pioneered the “360” experience with *Heroes 360*, which gave viewers a way to extend their entertainment experience beyond the broadcast, and the first weekly social networking experience attached to a primetime entertainment program.

*CNBC.com.* Launched in December 2006, CNBC.com has become an online destination for global business news, accurate and actionable information, original reporting, and in-depth analysis.<sup>53</sup>

*iVillage.* iVillage is an online community for women, with more than 1,000 active message boards that allow women around the world to connect, share ideas, and seek advice and support. iVillage is also a daily destination for women seeking compelling content on parenting & pregnancy, health, fitness, entertainment, beauty & style, home & garden, green, food, and relationships.<sup>54</sup>

*Hulu.com.* NBCU owns approximately a 32 percent non-controlling interest in Hulu. Hulu is an online video service that offers hit TV shows, movies, and clips at Hulu.com and other online destination sites in the United States.<sup>55</sup> Hulu is co-owned by NBCU, News Corp.,

---

<sup>52</sup> The site offers full episode streaming of many NBC Entertainment shows as well as short clips, interactive games, and social networking, including user-generated content. The site is the recipient of multiple Emmy and Webby awards for its content and applications.

<sup>53</sup> One of the fastest-growing business news sites on the web, CNBC.com features real-time quotes and extensive charts, an unprecedented amount of video, close to 30 original industry and topic-specific blogs authored by both CNBC and CNBC.com award-winning journalists and guests, and a wide variety of investing tools. Additionally, CNBC.com provides videos, live streaming of events and market opens in Asia and Europe, and industry and topic-specific blogs from its award-winning reporters and guests.

<sup>54</sup> iVillage has a strategic partnership with BlogHer, the leading participatory news, entertainment, and information network for women online.

<sup>55</sup> Hulu brings together a large selection of videos from nearly 170 leading content companies, including NBC Universal, Fox, ABC, Comedy Central, Lionsgate, MGM, MTV Networks, National Geographic, Paramount, PBS,

The Walt Disney Company, and Providence Equity Partners. Hulu is operated independently by a dedicated management team and has its headquarters in Los Angeles.<sup>56</sup>

e. Theme Parks

Universal Parks & Resorts features some of the world's most popular entertainment destinations. NBCU wholly owns Universal Studios Hollywood<sup>57</sup> and has significant interests in Universal Orlando Resort<sup>58</sup> and Universal Studios Japan in Osaka. Each year, millions of guests visit Universal's theme parks in Florida, California, and Japan to experience world-famous attractions that combine interactive ride and show technology with popular characters in movies and pop culture. New theme parks have been licensed in Singapore and Dubai, both of which are in development by local operators.

### **III. STANDARD OF REVIEW**

The Commission has stated that it will approve a transfer of control of authorizations and licenses connected with a proposed transaction under Section 310(d) of the Act if the proposed transaction does not violate a statute or rule, and if, after weighing "the potential public interest harms of the merger against the potential public interest benefits," it concludes that, "on

---

Sony Pictures Television, Warner Bros., and more. Hulu allows users to enjoy great videos on Hulu.com and on 35 other popular Web sites across the Web. Hulu videos are available on AOL, IMDb, MSN, MySpace, and Yahoo! in the U.S. as well as a growing network of personal blogs, fan sites, and other Web sites where users choose to embed the Hulu video player.

<sup>56</sup> NBCU owns an interest in msnbc.com, which boasts the state-of-the-art technology of Microsoft and the first-rate reporting of NBC News. Microsoft and NBCU jointly own (50/50) msnbc.com. NBCU also owns an interest in The Weather Channel Interactive, a leading weather provider on all digital platforms, including weather.com, The Weather Channel Mobile, and The Weather Channel Desktop.

<sup>57</sup> Universal Studios Hollywood includes a movie-based theme park and Studio Tour; the CityWalk entertainment, shopping, and dining complex; the Universal Cinemas; and the Gibson Amphitheatre concert and special event venue.

<sup>58</sup> Universal Orlando Resort has created some of the world's most innovative theme park attractions based on pop culture's most compelling films and stories.

balance,” the transfer “serves the public interest, convenience and necessity.”<sup>59</sup> This standard involves balancing potential public interest benefits from the transfer against potential harms,<sup>60</sup> and the applicants “bear the burden of proving, by a preponderance of the evidence, that the proposed transaction, on balance, will serve the public interest.”<sup>61</sup>

In assessing the potential public interest benefits of a proposed transaction, the Commission “focuses on demonstrable and verifiable public interest benefits that could not be achieved if there were no merger.”<sup>62</sup> The Commission’s analysis of potential harms encompasses both an examination of potential anticompetitive effects and an inquiry into whether the transaction would violate the Act or the Commission’s implementing rules, or otherwise substantially frustrate the Commission’s implementation or enforcement of the Act.<sup>63</sup> The Commission’s public interest evaluation includes, among other things, a “deeply rooted preference for preserving and enhancing competition in relevant markets, [and] accelerating

---

<sup>59</sup> *In the Matter of Applications for Consent to the Transfer of Control of Licenses and Section 214 Authorizations from MediaOne Group, Inc., Transferor, to AT&T Corp., Transferee*, Memorandum Opinion and Order, 15 FCC Rcd 9816 ¶ 8 (2000) (“AT&T-MediaOne Order”); *In the Matter of Applications Filed for the Transfer of Control of Embarq Corporation to CenturyTel, Inc.*, Memorandum Opinion and Order, 24 FCC Rcd 8741 ¶ 9 (2009).

<sup>60</sup> *See In the Matter of General Motors Corporation and Hughes Electronics Corporation, Transferors, and The News Corporation Limited, Transferee, For Authority to Transfer Control*, Memorandum Opinion and Order, 19 FCC Rcd 473 ¶ 15 (2004) (“News Corp.-Hughes Order”); *AT&T-Comcast Order* ¶ 26.

<sup>61</sup> *In the Matter of News Corp. and The DIRECTV Group, Inc., Transferors, and Liberty Media Corporation, Transferee, Applications for Authority to Transfer Control*, Memorandum Opinion and Order, 23 FCC Rcd 3265 ¶ 22 (2008); *see also In the Matter of AT&T Inc. and BellSouth Corporation Application for Transfer of Control*, 22 FCC Rcd 5662 ¶ 19 (2007) (“AT&T-BellSouth Order”); *In the Matter of Verizon Communications Inc. and MCI, Inc. Applications for Approval of Transfer of Control*, Memorandum Opinion and Order, 20 FCC Rcd 18433 ¶ 16 (2005); *In the Matter of SBC Communications Inc. and AT&T Corporation Applications for Approval of Transfer of Control*, Memorandum Opinion and Order, 20 FCC Rcd 18290 ¶ 16 (2005).

<sup>62</sup> *AT&T-MediaOne Order* ¶ 154.

<sup>63</sup> *See id.* ¶ 9; *News Corp.-Hughes Order* ¶ 16.

private sector deployment of advanced services.”<sup>64</sup> The Commission has repeatedly stressed that a transaction review proceeding must focus on *transaction-specific* harms (and benefits) and is not an open forum for airing pre-existing disputes or industry-wide policy debates, which are better addressed, as appropriate, in separate adjudicatory or industry-wide rulemaking proceedings.<sup>65</sup>

As set forth in Section V below, the proposed transaction will comply fully with the Communications Act and the Commission’s rules. Thus, the Commission’s task in reviewing this proposed transaction is to weigh the public interest benefits against the potential public interest harms. As set forth in Sections IV and VI, the proposed transaction will generate substantial public interest benefits and – with competition already robust, as well as pre-existing rules and the additional public interest commitments in place – no public interest harms. Accordingly, Applicants request that the Commission grant this Application.

---

<sup>64</sup> See *In the Matter of Applications of AT&T Inc. and Centennial Communications Corp. for Consent to Transfer Control of Licenses, Authorizations, and Spectrum Leasing Arrangements*, Memorandum Opinion and Order, 24 FCC Rcd 13915 ¶ 28 (2009) (“*AT&T-Centennial Order*”).

<sup>65</sup> See, e.g., *id.* ¶ 141 (“We find that the proposed conditions prohibiting exclusive handset arrangements are not narrowly tailored to prevent a transaction-specific harm, but apply broadly across the industry and are more appropriate for a Commission proceeding where all interested industry parties have an opportunity to file comments. RCA filed a petition asking the Commission to review exclusive handset agreements on an industry-wide basis, and the Commission will be able to develop a comprehensive approach on handset exclusivity based on a full record in that proceeding.”) (internal citations omitted); *AT&T-BellSouth Order* ¶ 56 n.154 (“To the extent commenters allege that . . . contracts of the type used by AT&T and BellSouth are anticompetitive in general, this is not a merger-specific harm, but rather is an issue that has been raised, and is better addressed, in the Commission’s pending special access rulemaking.”); *In the Matter of Applications for Consent to the Transfer of Control of Licenses and Section 214 Authorizations by Time Warner Inc. and America Online, Inc., Transferors, to AOL Time Warner Inc., Transferee*, Memorandum Opinion and Order, 16 FCC Rcd 6547 ¶ 6 (2001) (“*AOL-Time Warner Order*”) (“It is important to emphasize that the Commission’s review focuses on the potential for harms and benefits to the policies of the Communications Act that flow from the proposed transaction – *i.e.*, harms and benefits that are ‘merger-specific.’ The Commission recognizes and discourages the temptation and tendency for parties to use the license transfer review proceeding as a forum to address or influence various disputes with one or other of the applicants that have little if any relationship to the transaction or to the policies and objectives of the Communications Act.”).

#### **IV. THE TRANSACTION WILL GENERATE SUBSTANTIAL PUBLIC INTEREST BENEFITS.**

The proposed transaction will be pro-consumer, pro-competitive, and strongly in the public interest. NBCU is a diversified media, entertainment, and communications company with a storied past and a promising future. Comcast is a pioneer in enabling consumers to watch what they want, when they want, where they want, and on the devices they want. By combining these two companies, the transaction will advance the Commission's public policy goals of diversity, localism, competition, and innovation:

- *Diversity.* The new venture will expand the amount, quality, variety, and availability of content more than either company could on its own, thus promoting the Commission's touchstone goal of diversity.
- *Localism.* In addition, the new venture will provide more and better local programming, including local news and information programming, thereby advancing a second of the Commission's most fundamental public interest goals, localism.
- *Competition.* By linking NBCU with Comcast, a company that is focused on and committed to investing in the media and communications industry, the joint venture will create new opportunities to better serve consumers. NBCU and Comcast will be stronger, more effective players in video programming and distribution, spurring other content producers and distributors to invest and innovate, thereby enhancing competition.
- *Innovation.* Combining Comcast's expertise in multiplatform content distribution with NBCU's extensive content creation capabilities and television and film libraries will foster innovation by accelerating the "new media" future of in-home and mobile entertainment.

Comcast brings to this transaction a well-documented history of developing innovative video, high-speed Internet and voice products and committing the resources needed to deliver those products to American consumers. For example, as discussed in more detail below, Comcast pioneered the free video-on-demand business, and, through the end of 2009, its customers have viewed VOD programming more than 14 billion times. Indeed, because many MVPDs followed Comcast's leadership and developed free VOD platforms of their own, consumers across the country have benefited from the dramatic growth in programming choices

available on VOD platforms. One of the key elements in accelerating the growth of this new offering was Comcast's ability to gain access to new feature films as well as an extensive library of video content as part of its acquisition of an ownership interest in MGM.<sup>66</sup> Similarly, the proposed transaction, by linking NBCU's content with Comcast's multiple distribution platforms, will give the combined entity greater incentive and ability to deliver more content choices to consumers sooner than either company could do alone. Moreover, Comcast's creative vision and willingness to invest in its vision will enable the new NBCU to more efficiently respond to consumers' desire for "anytime, anywhere" access in the rapidly evolving "new media" landscape.<sup>67</sup> Given the intense competition in the entertainment environment, it is reasonable to expect that Applicants' investments and innovations will spur advancements by other distributors, networks, service and applications providers, and content creators in order to maintain their competitiveness, thereby promoting the growth of video on the Internet and accelerating broadband adoption, another important Commission goal.<sup>68</sup>

---

<sup>66</sup> See Declaration of Robert Pick, Senior Vice President, Corporate Development, Comcast Corporation ¶¶ 11-13 (Appendix 7) ("Pick Declaration").

<sup>67</sup> As Commissioner Copps recently observed, "I can't tell you what the media landscape will look like in 15 years, or for that matter in five years, given the rapid speed of changes in technology." Commissioner Michael J. Copps, FCC, Remarks, Practising Law Institute, Washington, D.C., at 4 (Dec. 10, 2009), *available at* [http://hraunfoss.fcc.gov/edocs\\_public/attachmatch/DOC-295142A1.pdf](http://hraunfoss.fcc.gov/edocs_public/attachmatch/DOC-295142A1.pdf).

<sup>68</sup> See, e.g., Commissioner Meredith A. Baker, FCC, The Rise of Broadband Video and the Future of Digital Media, Address, Silicon Flatirons Center, at 2-3 (Oct. 12, 2009) ("If consumers are offered more of the type of high quality online video content that they want to see, such as acclaimed motion pictures and popular television programs, [broadband] adoption will increase. . . . We at the Commission welcome these developments, which can only increase the richness of the material available and therefore enhance the attractiveness of broadband use to consumers."), *available at* [http://hraunfoss.fcc.gov/edocs\\_public/attachmatch/DOC-294144A1.pdf](http://hraunfoss.fcc.gov/edocs_public/attachmatch/DOC-294144A1.pdf); John Horrigan, Consumer Research Director, Omnibus Broadband Initiative, FCC National Broadband Plan Workshop: The Role of Content in the Broadband Ecosystem, Tr. 10:19-11:30 (Sept. 17, 2009) ("Broadband adoption and acceptability is directly linked to the availability of compelling content – content like good movies and television shows and other forms of entertainment. And these good entertainment products will drive a great deal of the reason why people will want this enhanced online experience."); Commissioner Robert M. McDowell, FCC, Luncheon Address, Broadband Policy Summit III, Crystal City, Virginia, at 13 (June 7, 2007) ("And as video becomes the latest 'killer app,' our broadband adoption rate continues to increase."), *available at* [http://hraunfoss.fcc.gov/edocs\\_public/attachmatch/DOC-273742A1.pdf](http://hraunfoss.fcc.gov/edocs_public/attachmatch/DOC-273742A1.pdf).

Not only will the transaction yield the public interest benefits of diversity, localism, competition, and innovation, and, consequently, plainly satisfy the statutory merger review standard, but the Applicants also propose to enhance those benefits by offering an unprecedented array of specific and verifiable public interest commitments to expand the amount, quality, and diversity of programming across multiple platforms. These commitments, which are described throughout this Public Interest Statement and are aggregated in full in Appendix \_\_, build upon the capabilities of Comcast and NBCU and the opportunities that this transaction makes possible.<sup>69</sup> Applicants propose that these commitments be included in any Commission Order approving the transaction and become binding on the parties upon completion of the transaction.

Section IV.A below explains that the transaction will benefit consumers by expanding the amount, quality, and diversity of programming available across multiple platforms. Section IV.B explains that the transaction will benefit consumers by accelerating the future of VOD, online, and mobile entertainment. Section IV.C explains why these benefits cannot be achieved without the transaction by reliance on contracts between independent companies. Section IV.D explains that the combined entity will better support and serve the interests of local communities. Section IV.E explains the cost savings and synergies that could be achieved as a result of the transaction.

---

<sup>69</sup> When the transaction was announced, Comcast also made an additional commitment pertaining to labor relations that is not a subject within the Commission's jurisdiction, and Applicants ask that the commitment not be made a part of the Commission's Order. However, Comcast reiterates that it recognizes and respects the relationship that NBCU has with its current employees, and it is Comcast's desire to embrace, not disrupt, this relationship. Accordingly, Comcast has represented that it will honor all of NBCU's collective bargaining agreements, and Applicants do not anticipate that any fundamental changes will be made to the manner in which NBCU conducts labor relations. In fact, senior representatives of the companies have begun to correspond and meet with representatives of guilds and unions in the businesses which would be directly affected by the transaction.

**A. The Proposed Transaction Will Increase Consumer Choice by Expanding the Amount, Quality, and Diversity of National and Local Programming for Consumers Across Multiple Platforms.**

With the closing of the transaction, Comcast Cable and the new NBCU will be better able to serve consumers, particularly in the areas of local programming, children's programming, and programming for diverse audiences. Applicants will use a variety of tools to provide viewers with information about where and when they can access this programming.

*Free over-the-air television.* There are fundamental benefits to the public interest that can accrue from changing ownership and management of a media company from a broadly diversified corporation to a "media company that has a proven record of innovation and success."<sup>70</sup> In particular, this transaction will strengthen the NBC and Telemundo networks, their local O&Os, and their local broadcast affiliates. The current media marketplace is turbulent, to say the least, and national broadcast networks and local broadcast stations face unprecedented challenges to the continuing vitality of their business models.<sup>71</sup> In this environment, NBC, Telemundo, their local O&Os, and their local broadcast affiliates will benefit by having the full support of Comcast, a company that is focused entirely on entertainment, information, and communications and that has strong incentives – and the ability – to invest in and grow the broadcast businesses it is acquiring, in partnership with the local affiliates.

---

<sup>70</sup> *News Corp.-Hughes Order* ¶ 363.

<sup>71</sup> Broadcasters have faced declining advertising revenue and plummeting capital investment in 2008 and 2009. See, e.g., Brian Rich, Catalyst Investors, Remarks at the FCC Media Ownership Workshop on Financial and Marketplace Issues, Washington, D.C. (Jan. 12, 2010) (describing how investors' interest in broadcast media has waned and noting that wireless and Internet platforms will continue to take away advertising money from broadcasters), available at <http://www.fcc.gov/ownership/workshop-011210/rich.pdf>; Ryan Lawler, *Could Retransmission Fees Save the Broadcasters?*, Bus. Week, Jan. 5, 2010 (describing how broadcasters are seeking higher retransmission consent fees to offset a weakening advertising market), available at [http://www.businessweek.com/technology/content/jan2010/tc2010015\\_469788.htm](http://www.businessweek.com/technology/content/jan2010/tc2010015_469788.htm).



NBCU's broadcast businesses are valuable and attractive assets for Comcast, which will have strong incentives to invest in them. The broadcast businesses are valuable to Comcast because, among other things, they can (1) reach millions of viewers who rely solely on over-the-air television; (2) strengthen the brand identity of the cable networks that Comcast is contributing to the new NBCU; (3) provide the opportunity for cross-promotion; and (4) share talent, facilities, and programming with the combined entity's other programming businesses, thereby achieving economies of scale and scope. Thus, the transaction places the ownership of NBCU's free over-the-air broadcast businesses into a joint venture that will have greater incentives to grow and strengthen these businesses, to the benefit of the company, its broadcast affiliates, and consumers. Consistent with this vision, Applicants offer the following commitment:

- ***Commitment # 1. The combined entity remains committed to continuing to provide free over-the-air television through its O&O broadcast stations and through local broadcast affiliates across the nation. As Comcast negotiates and renews agreements with its broadcast affiliates, Comcast will continue its cooperative dialogue with its affiliates toward a business model to sustain free over-the-air service that can be workable in the evolving economic and technological environment.***

*Local news and information programming.* The Commission has recognized that “production and delivery of new sources of local and regional programming is a public interest benefit” of a proposed transaction.<sup>72</sup> That determination is applicable here, where the proposed transaction will strengthen the companies' local content businesses, both by making the existing local news and other local programming available to consumers at more times and on more platforms than ever before, and by facilitating and encouraging the creation of new local programming. For example, the NBC O&Os air their locally produced, regularly-scheduled news programs in limited time periods each day. The proposed transaction creates significant

---

<sup>72</sup> *AT&T-Comcast Order* ¶ 203; *see also Adelphia Order* ¶ 259 (“[W]e find it likely that the Applicants would be able to provide local VOD content sooner than Adelphia could absent the transactions.”).

opportunities to extend that news programming to other outlets and platforms, such as Comcast's local and regional cable networks, VOD, and online, thereby increasing consumers' access to high quality local news and information. Making this programming available at more times, to more people, and on more outlets and platforms enhances the overall value of the programming. This, in turn, can generate further incentives to create local programming and to increase its quality, thus addressing the Commission's "core policy objective of facilitating robust democratic discourse in the media."<sup>73</sup>

Comcast's ability to distribute local programming on its cable systems, its local and regional cable networks, its VOD service, and its online platform will provide the new NBCU with the opportunity to expand the production and reach of local programming, to the benefit of consumers. For example, Telemundo is in the process of rolling out a new Spanish-language public affairs program featuring the award-winning journalist Jose Diaz-Balart.<sup>74</sup> Mr. Diaz-Balart produces Spanish-language news and public affairs programming for Telemundo. Working together, NBCU and Comcast will develop new ways to make that programming available to millions of potential viewers, at more times, and on more platforms than would be the case without the transaction.

Expanding the availability of local programming is in the public interest. In order to underscore their resolve to generate these benefits, Applicants offer the following commitment:

---

<sup>73</sup> *In the Matter of 2002 Biennial Regulatory Review – Review of the Commission's Broadcast Ownership Rules and Other Rules Adopted Pursuant to Section 202 of the Telecommunications Act of 1996*, Report and Order and Notice of Proposed Rulemaking, 18 FCC Rcd 13620 ¶ 32 (2003) ("2002 Biennial Review Order").

<sup>74</sup> Mr. Diaz-Balart was the first person in the country to broadcast news in both English and Spanish on television. He has served as host of various news programs for Telemundo, including the morning shows, "Hoy en el Mundo" and "Esta Mañana." He is the recipient of two Emmy Awards and a four-time honoree for Excellence in Hispanic Journalism. He was named one of the best Hispanic journalists in the country by Hispanic Media 100, and Hispanic Business Magazine named him one of the 100 most influential Hispanics in the United States.

- ***Commitment # 2. Comcast intends to preserve and enrich the output of local news, local public affairs, and other public interest programming on NBC O&O stations. Through the use of Comcast's On Demand and On Demand Online platforms, time slots on cable channels, and use of certain windows on the O&O schedules, Comcast believes it can expand the availability of all types of local and public interest programming.***

Specifically, Applicants commit that for three years following the closing of the transaction, the NBC O&Os will maintain the same amount of local news and information programming they currently provide. This is a particularly significant commitment to promote localism given the economic challenges facing all broadcasters today.

In addition, Applicants commit that the NBC O&Os will collectively produce an additional 1,000 hours per year of local news and information programming. This will consist of a range of local and regional content, including general interest news and public affairs programming, weather, traffic, and other informational programming focused on community events, local lifestyle, fashion, arts, and multicultural features.<sup>75</sup>

Applicants will use a combination of distribution platforms to make this new local content available to consumers, including the NBC O&O stations, Comcast's local and regional networks, VOD, and online, as appropriate for each local market.<sup>76</sup>

*Children's programming.* The combined entity will increase the distribution of programming appealing to children and families, a longstanding public interest goal of the Commission.<sup>77</sup> In order to promote that goal, Applicants offer the following commitment:

---

<sup>75</sup> As the Commission has recognized, viewpoint diversity and localism is furthered not only by diverse news and public affairs programming but also by content other than traditional newscasts, such as newsmagazine programs that routinely address matters of public concern. See 2002 Biennial Review Order ¶¶ 32-33.

<sup>76</sup> Comcast currently does not provide cable service in certain of NBCU's O&O markets, and therefore it cannot provide VOD distribution in those markets, but the combined company will develop other opportunities for distribution.

- ***Commitment # 3. Comcast will use its On Demand and On Demand Online platforms and a portion of the NBC O&Os' digital broadcast spectrum to speak to kids. Comcast intends to develop additional opportunities to feature children's content on all available platforms.***

The new NBCU will increase the amount of children's content available on VOD and online. This is important because, with each passing year, more of America's children are watching video on VOD and online. For example, approximately 77 percent of Comcast's frequent VOD users (those who use VOD almost every day) watch children's VOD programming. About 48 percent of Comcast customers with VOD watch children's programming on a monthly basis. This adds up to a total of 60 to 70 million VOD uses per month devoted to children's programming (a five-fold increase since 2005).

Similarly, children's online viewing is escalating. According to Nielsen:

- In May 2009, children aged 2-11 comprised nearly 16 million, or 9.5 percent, of the active online population.
- Since 2004, the number of children online has increased 18 percent, as compared to 10 percent for the total active online user population.
- Average time per month spent online among children aged 2-11 increased 63 percent in the last five years, from nearly seven hours in May 2004 to more than 11 hours online in May 2009. By contrast, time spent online for the overall population grew 36 percent over the same time period.<sup>78</sup>

In order to address children's evolving viewing patterns, Comcast will make more high-quality children's and family programming – from unaffiliated as well as affiliated programmers – available on VOD and online. First, within 12 months of closing the transaction, Comcast will add an additional 500 VOD programming choices appealing to children and families to its

---

<sup>77</sup> See *In the Matter of Policies and Rules Concerning Children's Television Programming*, Report and Order, 11 FCC Rcd 10660 ¶ 14 (1996).

<sup>78</sup> The Nielsen Company, *Growing Up, and Growing Fast: Kids 2-11 Spending More Time Online* (July 6, 2009), available at [http://blog.nielsen.com/nielsenwire/online\\_mobile/growing-up-and-growing-fast-kids-2-11-spending-more-time-online/](http://blog.nielsen.com/nielsenwire/online_mobile/growing-up-and-growing-fast-kids-2-11-spending-more-time-online/).

central VOD storage facilities. The majority of Comcast's cable systems will have the ability to connect to those facilities and provide access to this VOD content by that time. In addition, Comcast will make the same programming available online to authenticated subscribers to the extent it has the rights to do so.

Second, within three years of closing the transaction, Comcast will add another 1,000 VOD programming choices appealing to children and families, for a total of 1,500 additional programming choices for children and families. By that time, substantially all of Comcast's cable systems will have the ability to provide access to this additional VOD content. Comcast will also make this programming available online to authenticated subscribers to the extent it has the rights to do so.

The combined entity will also increase carriage of children's programming on the digital spectrum of its O&Os. Specifically, it commits that, for three years after closing the transaction, it will provide one additional hour per week (above the current three-hour requirement) of children's educational and informational programming in each market utilizing one of the multicast channels of NBC's O&Os.<sup>79</sup>

In addition, the combined entity offers the following commitment to provide leadership in improving the tools for parents to monitor and control their children's viewing across all platforms – broadcast, cable, and online:

---

<sup>79</sup> See 47 C.F.R. § 73.671(d)-(e) (requiring three hours per week of educational and informational “core programming”). This commitment is the type of innovation the Chairman has called for: “I’m hopeful that the evolving media landscape will produce innovation and new business models to increase the amount of educational programming and content available to all children, and enhance the ability of parents to pick and choose.” Statement of Julius Genachowski, Chairman, FCC, *Rethinking the Children’s Television Act for a Digital Media Age*, Hearing Before the United States Senate Committee on Commerce, Science and Transportation, 6 (July 22, 2009), available at [http://hraunfoss.fcc.gov/edocs\\_public/attachmatch/DOC-292168A1.pdf](http://hraunfoss.fcc.gov/edocs_public/attachmatch/DOC-292168A1.pdf).

- ***Commitment # 4. Comcast reaffirms its commitment to provide clear and understandable on-screen TV Ratings information for all covered programming across all networks (broadcast and cable) of the combined company, and to apply the cable industry's best-practice standards for providing on-screen ratings information in terms of size, frequency, and duration.***

NBCU's broadcast and cable programming networks currently provide on-screen programming ratings information consistent with broadcast industry norms. Promptly after consummation of the transaction, NBCU will adopt the cable industry's "best practices" for the provision of visual program ratings.<sup>80</sup> This means that the on-screen notices of programming ratings will appear on screen longer and more visibly than they currently do on NBCU programming. Specifically, NBCU will triple the time that program ratings information remains on the screen from five seconds to 15 seconds after each commercial break. NBCU will also make the program ratings information more visible to viewers by making it more distinct and presenting it in a larger format each time it appears on the screen. These commitments will further empower families and children by providing clear and frequent information about the programming on all of NBCU's broadcast and cable networks.

Finally, the Applicants offer the following commitment to strengthen its expanding partnership with Common Sense Media, one of the country's most respected non-profit and non-partisan organizations dedicated to providing parents with information that helps them make informed media and technology decisions for their families:

---

<sup>80</sup> See generally Press Release, Nat'l Cable & Telecomms. Ass'n, New "Take Control. It's Easy" Public Service Announcements Alert Consumers to Parental Controls (May 17, 2005), available at <http://www.ncta.com/ReleaseType/MediaRelease/370.aspx>.

- ***Commitment # 5. In an effort to constantly improve the tools and information available for parents, Comcast will expand its growing partnership with Common Sense Media (“CSM”), a highly respected organization offering enhanced information to help guide family viewing decisions. Comcast will work to creatively incorporate CSM information in its emerging On Demand and On Demand Online platforms and other advanced platforms, and will look for more opportunities for CSM to work with NBCU.***

Currently, Comcast has given CSM content prominent placement in both the “Movies/Trailers & Reviews” and “Kids” sections of its VOD menus, and recently launched CSM’s “Family Movie Reviews” on its VOD service and began promoting those reviews on a barker channel.<sup>81</sup> In addition, CSM’s “411 for Parents” has been renamed “Make Kids Media Safe,” and this resource now appears on both the “Kids” and “Life & Home” menu options on Comcast’s VOD platform. These practical tools have given parents easy-to-find and important information from a trusted source.

But the Applicants know that more can be done in this important area. Therefore, they commit to work with CSM to carry across their distribution platforms more extensive programming information and parental tools as they are developed by CSM. Comcast is currently in discussions with CSM about a broader partnership to be launched upon completion of the transaction. Applicants believe that this partnership will ultimately make all media experiences safer and more enjoyable for children and families.

To expand further on this partnership, in response to the growing opportunities – and potential challenges – created by the rapidly changing world of digital media, Comcast and CSM have been exploring cooperative efforts to develop digital literacy and media education programs that will provide parents, teachers, and children with the tools and information to help them

---

<sup>81</sup> A “barker channel” is used to inform viewers of programming options and various user controls. Comcast’s On Demand platform features a barker channel to help users navigate the many available options.

become smart, safe, and responsible users of broadband. Upon closing and pursuant to a plan to be developed with CSM, Comcast will devote millions of dollars in media distribution resources to support public awareness efforts over the next two years to further CSM's digital literacy campaign. The NBCU transaction will create the opportunity for CSM and Comcast to work with NBCU's broadcast networks, local broadcast stations, and cable networks to provide a targeted and effective public education campaign.

Many of these proposed coordinated broadband adoption and digital literacy efforts will target both urban and rural areas that are underserved, with particular attention to regions with high concentrations of low-income residents and communities of color. These efforts, in partnership with CSM, will also target Latino communities with specifically tailored Spanish-language materials.

*Programming for Diverse Audiences.* The proposed transaction will provide the combined entity with the ability and incentive to make more programming available for diverse audiences. Comcast has been working hard to increase the diverse programming options available to its subscribers for several years.<sup>82</sup> The proposed transaction will help the combined entity explore ways to deliver more diverse programming faster, on top of what Comcast alone would otherwise achieve. Because the combined entity will be able to increase the number of platforms on which such programming can be delivered – in effect, expanding the potential audience – it will have a greater incentive to explore innovative business models to support the production and distribution of more and higher quality diverse programming. This, of course, redounds to the benefit of consumers. With the new company's interest in Telemundo and

---

<sup>82</sup> For example, Comcast's digital migration brought Portland viewers more than 20 new Spanish-language channels (for a total of more than 45 Spanish-language channels), in addition to 65 new HD channels (for a total of more than 100 HD channels), four new international channels, and six new standard-definition ("SD") channels.



mun2, and with Comcast's founding role in TV One and its extensive offerings of cable channels meeting the needs and interests of diverse viewers, the combined entity will be second to none in providing and promoting programming that reflects a wide range of perspectives in a variety of formats and content, thereby furthering the Commission's policy goals of viewpoint and program diversity.<sup>83</sup>

In this regard, the Applicants offer the following commitment:

- ***Commitment # 6. Comcast intends to expand the availability of over-the-air programming to the Hispanic community utilizing a portion of the digital broadcast spectrum of Telemundo's O&Os (as well as offering it to Telemundo affiliates) to enhance the current programming of Telemundo and mun2.***

The combined entity will use the Telemundo O&Os' digital broadcast spectrum to significantly increase the amount of Spanish-language programming available to the public. Telemundo has a large library of attractive content, and the proposed transaction will provide the Applicants with the ability and incentive to enhance distribution of it. Specifically, within 12 months of closing the transaction, Applicants will launch a new multicast channel on Telemundo's digital broadcast spectrum, utilizing library programming that has had limited exposure. Applicants believe there is demand for this type of programming and expect that MVPDs will recognize the value of carrying the channel. Telemundo will also make this network available to its affiliated stations on reasonable commercial terms. This commitment is particularly important in light of the benefits that accrue from the enhanced availability of Spanish-language programming.<sup>84</sup>

---

<sup>83</sup> See 2002 Biennial Review Order ¶ 18.

<sup>84</sup> See, e.g., Commissioner Robert M. McDowell, FCC, Remarks at the National Hispanic Foundation for the Arts Noche de Gala, at 4 (Oct. 2, 2007) ("I hope to see Spanish-language broadcasters expand the local news and information and entertainment they provide to their local communities by using the additional channels that spectrum technology can now provide."), available at [http://hraunfoss.fcc.gov/edocs\\_public/attachmatch/DOC-277106A1.pdf](http://hraunfoss.fcc.gov/edocs_public/attachmatch/DOC-277106A1.pdf); Press Release, The City of New York, Office of the Mayor, Mayor Michael R. Bloomberg, *The*

The Telemundo and mun2 programming can be carried on Comcast's VOD and online platforms as well:

- ***Commitment # 7. Comcast will use its On Demand and On Demand Online platforms to feature Telemundo programming.***
- ***Commitment # 8. Comcast intends to continue expanding the availability of mun2 on the Comcast Cable, On Demand, and On Demand Online platforms.***

Today, there is relatively little Spanish-language programming available on VOD.

Telemundo currently provides about five hours per month of content to VOD platforms.

Telemundo and mun2 commit to make available for VOD an expanded package of programming including news, telenovelas, variety, and sports programming.

Comcast, in turn, commits to carry this programming on its VOD and online platforms, an especially significant commitment in Comcast Cable markets such as South Florida, the Bay Area, Chicago, and Houston, where there are large Spanish-speaking populations. Comcast will expand its carriage in two stages.

First, within 12 months of closing the transaction, Comcast will increase the number of Telemundo and mun2 VOD programming choices on its central VOD storage facilities from approximately 35 to 100 choices. By that time, the majority of Comcast's cable systems will have the ability to connect to those facilities and provide access to this additional VOD content. In addition, Comcast will make the same programming available online to subscribers to the extent it has the rights to do so.

---

*National Academy of Television Arts & Sciences and NYC Big Events Announce New York City Will Host "Leaders in Spanish Language Television" Awards for the First Time (July 24, 2006) (quoting National Academy of Television Arts & Sciences president Peter Price as saying, "Spanish language television is an important part of the television landscape, with close to 40 million viewers nationwide and growing"), available at [http://www.emmyonline.org/releases/pdf/leaders\\_in\\_spanish\\_television\\_release.pdf](http://www.emmyonline.org/releases/pdf/leaders_in_spanish_television_release.pdf).*

Second, within three years of closing the transaction, Comcast will add another 200 VOD programming choices from Telemundo and mun2 to its central VOD storage facilities, for a total of 300 additional programming choices. By that time, substantially all of Comcast's cable systems will have the ability to provide access to this additional diverse VOD content. Comcast will also make this programming available online to subscribers to the extent it has the rights to do so.

*Sports programming.* The proposed transaction will create opportunities for the new NBCU to increase the quantity and quality of local, regional, and national sports programming.

First, on the national side, NBCU's affiliated cable networks generally are not sports networks; Oxygen, Bravo, and MSNBC, for example, do not typically show sports programming. The transaction will allow for NBC's sports programming to be distributed on Versus, Golf Channel, and Comcast's multiple RSNs, where brand identity would be greater and opportunity costs would be lower than if the sports programming were distributed on NBCU's current non-sports networks such as Oxygen, Bravo, or MSNBC. Similarly, by combining the NBC network with Comcast's national sports cable networks, new opportunities will be created for the combined entity to negotiate for broader rights packages and to expand cross-promotion of broadcast and cable sports. Combining the sports-oriented networks of NBCU and Comcast is not only good for the new NBCU, but it is good for sports fans as well because they will have more high-quality sports programming available on more platforms and at more times.

The combined company will also have opportunities to increase distribution of its sports content on Comcast's VOD and online platforms. The ability to distribute content across a number of different platforms also can create incentives to increase investment in sports programming with the potential for more and higher-quality sports programming becoming

available to consumers on more platforms and at more times than ever before. Indeed, the Commission has recognized the public interest benefits to be derived from combining two companies with different but complementary histories and expertise in a way that will advance the expansion of media content to different distribution platforms.<sup>85</sup>

The transaction will also provide new opportunities for the new NBCU to enhance local and regional sports coverage. For example, Comcast's RSNs could collaborate with NBC's O&Os to augment local and regional sports news programs and features on both the RSNs and the local O&Os.<sup>86</sup> Pro-consumer synergies like this are not speculative. For example, in 2009 Comcast acquired a controlling interest in New England Cable News ("NECN"), a regional channel providing news, weather, sports, and other information of interest to viewers in the New England area. Comcast also owns an RSN in the same area, Comcast SportsNet New England ("CSN-NE"). Once Comcast acquired control of NECN, it was able to arrange for CSN-NE to use the news facilities and personnel of NECN to launch new morning and evening local sports news programs that have been popular with sports fans.<sup>87</sup> At the same time, NECN has drawn

---

<sup>85</sup> See, e.g., *AT&T-MediaOne Order* ¶ 183 (finding that "the combination of the Applicants' complementary assets and capabilities will allow them to compete more effectively . . . in the provision of . . . new services . . ."); *In the Matter of Application of WorldCom, Inc. and MCI Communications Corporation for Transfer of Control of MCI Communications Corporation to WorldCom, Inc.*, Memorandum Opinion and Order, 13 FCC Rcd 18025 ¶ 199 (1998) ("[W]e conclude that WorldCom and MCI have made a sufficient showing that, as a result of combining certain of the firms' complementary assets, the merged entity will be able to expand its operations and enter into new local markets more quickly than either party alone could absent the merger.").

<sup>86</sup> Comcast owns or has interests in RSNs in seven DMAs where NBCU has O&O stations: Boston, Chicago, Hartford, New York, Philadelphia, San Francisco-Oakland-San Jose, and Washington, D.C.

<sup>87</sup> See, e.g., Johnny Diaz, *NECN, SportsNet Find Way to Share Strengths*, Boston Globe, Oct. 31, 2009, available at [http://www.boston.com/business/articles/2009/10/31/necn\\_beefs\\_up\\_sports\\_programming\\_as\\_sportsnet\\_makes\\_more\\_hires](http://www.boston.com/business/articles/2009/10/31/necn_beefs_up_sports_programming_as_sportsnet_makes_more_hires) ("SportsNet plans to launch a live 30-minute sports show that will air three times a day on both channels seven days a week, starting in December. The show, called 'SportsNet Central,' will provide sports news, analysis, and commentary on New England's sports teams. . . . And even though many stations are trimming workforces and budgets, [CSN-NE] has hired 40 producers, sports reporters, and writers for the show, which will bring SportsNet's staff to 100 employees."); See also Chad Finn, *Hitting the Ground Running; Comcast Show Is off to Strong Start*, Boston Globe, Dec. 11, 2009 (explaining that CSN-NE's sports news

on CSN-NE's strengths to add more local sports content to its news programming.<sup>88</sup> The end result benefits not only Comcast and the networks but the public as well.

*Women's programming.* For similar reasons, the proposed transaction will provide the combined entity with the ability and incentive to expand the development of quality women's programming. By combining NBCU's interests in Oxygen and iVillage with Comcast's interests in E!, Style, and Daily Candy, the combined entity will have the ability to share programming, production facilities, reporting, and on-air talent among multiple women's-oriented networks and websites and on multiple platforms. These opportunities to more effectively and efficiently employ resources should lead to an increase in the quality and quantity of women's programming available on broadcast, cable, and online.

In this area, as in the others discussed above, the combined entity will have the increased ability to extensively cross-promote this programming, experiment with new online content that could be transformed into traditional cable programming (or vice versa), and build stronger and deeper overall brand identities. These valuable cross-promotional activities are unlikely to occur absent the transaction.<sup>89</sup> Again, the result is to afford consumers a wider array of programs, on more platforms, with greater ease of access and more user choice, information, and control.

\* \* \*

In the preceding discussion, Applicants described, among other things, the ways in which the proposed transaction would create incentives to use Comcast's VOD platform to increase the

---

programming has been significantly enhanced since Comcast acquired NECN), *available at* [http://www.boston.com/sports/other\\_sports/articles/2009/12/11/hitting\\_the\\_ground\\_running/](http://www.boston.com/sports/other_sports/articles/2009/12/11/hitting_the_ground_running/).

<sup>88</sup> See Johnny Diaz, *supra* note 87 ("The news cable channel [NECN] is getting more sports programming and a \$1 million-plus upgrade to high-definition broadcasting, while the sports outlet is hiring more journalists.").

<sup>89</sup> See Pick Declaration ¶ 20.

availability of a variety of specific types of programming, including local programming, children's programming, and diverse programming. Applicants offered specific, detailed commitments related to the use of Comcast's VOD platform.

Today, Comcast provides a vast amount of VOD programming to consumers free or at no additional charge. Applicants assure the Commission that Comcast not only will continue to provide the same amount of VOD programming free or at no additional charge, but also, as Comcast's VOD capacity expands, will increase the number of VOD choices available free or at no additional charge.

Accordingly, the Applicants offer the following commitment:

- ***Commitment # 9. Comcast currently provides approximately 15,000 VOD programming choices free or at no additional charge over the course of a month. Comcast commits that it will continue to provide at least that number of VOD choices free or at no additional charge. In addition, within three years of closing the proposed transaction, Comcast will make available over the course of a month an additional 5,000 VOD choices via its central VOD storage facilities for free or at no additional charge.***

This commitment ensures that consumers will have access to more and better programming – free or at no additional charge – on a user-friendly VOD platform that has become an incredibly popular way to watch video programming.<sup>90</sup>

When the transaction was announced, the Applicants put forth a related commitment regarding Comcast's VOD offering of certain NBCU shows. Pursuant to a pre-existing

---

<sup>90</sup> When the Applicants initially announced this commitment, they expressed it as follows: "Comcast will commit that at least 75 percent of its On Demand programming library will be available to Comcast Cable subscribers at no extra charge for the three-year period after closing." However, Applicants have concluded that the commitment should be restated as a volume, rather than as a percentage, commitment. VOD technology and the VOD business model are changing rapidly in this dynamic environment. Applicants are concerned that a percentage-based commitment may place constraints on the quantity of VOD content that Comcast makes available to consumers. Applicants believe that the restated commitment better ensures that the quantity of free or no additional charge VOD choices that consumers have today will be maintained and increased substantially even as the attractive paid movie and premium content VOD choices grow as well.

agreement between Comcast Cable and NBCU, Comcast Cable has the right, but not the obligation, to offer NBC programs on VOD, and the contract does not specify the price at which Comcast Cable must offer the shows on VOD to consumers. Comcast initially offered NBC shows on VOD for \$0.99 per episode. The commitment made at the time of the announcement was to provide the NBC VOD shows at no cost to consumers for three years. Applicants are pleased to report that NBC now provides the shows to Comcast for no additional charge, and Comcast now provides them to its customers at no additional charge on VOD and intends to continue to do so. Events thus have overtaken this commitment, but Applicants are prepared to make it binding and to continue this arrangement for at least three years after closing of the transaction.

- ***Commitment # 10. NBCU broadcast content of the kind previously made available at a per-episode charge on Comcast's On Demand service and currently made available at no additional charge to the consumer will continue to be made available at no additional charge for the three-year period after closing.***

**B. The Transaction Will Accelerate the “New Media” Future of In-Home and Mobile Entertainment.**

By combining Comcast's extensive experience in multiplatform content distribution with NBCU's world-class brands, broadcast assets, and television and film libraries, the combined company will be in a better position than either company alone to invest, innovate, and pursue sustainable “new media” business models that will accelerate the future of in-home and mobile entertainment.<sup>91</sup> The incentive to create more content depends upon the availability of distribution to reach viewers, and the incentive to invest in distribution depends upon the

---

<sup>91</sup> This desirable outcome has been recognized by respected industry observers. See, e.g., Brian Steinberg, *Comcast Play for NBC Universal Is a Bet on Future of Advertising; Union Would Allow Experiments in DVR, Addressable Campaigns*, Advertising Age, Nov. 9, 2009, available at [http://adage.com/print?article\\_id=140383](http://adage.com/print?article_id=140383) (quoting Sanford Bernstein analyst Craig Moffett as saying, “There are real potential synergies that could arise from an NBCU deal, including . . . better windows for video-on-demand and faster development of addressable advertising”).

availability of content. When content owners and distributors are not affiliated, the interdependence between investment incentives may impede efforts to expand programming. The proposed transaction will contribute to overcoming this impediment.<sup>92</sup>

As a result of this transaction, more consumers will be able to watch what they want, from NBC and Telemundo entertainment and award-winning news and information shows, to sports, children's programming, and movies, whenever and wherever they want it – on TV, on demand, online, and on mobile devices. This multiplatform approach will accelerate the growth of video on the Internet and on mobile devices, helping to promote broadband adoption, a key Commission public policy goal.<sup>93</sup>

The past is prologue. For example, in the early 2000s, Comcast pioneered the nascent free VOD business, but for reasons that are discussed further in Section IV.C below, Comcast was unable to convince movie studios to enter into contracts to provide content that was sufficiently compelling to make VOD attractive for consumers. As part of the arrangements through which Comcast (along with Sony and others) acquired an ownership interest in MGM in 2005, Comcast obtained expanded rights to provide Sony and MGM movies free on VOD. With greater access to these movie libraries, Comcast was able to significantly enhance the free VOD content it offered consumers. As its VOD offering became more robust, consumer reaction became more favorable. And, importantly, the studios recognized that the success of this new business did not cannibalize their existing businesses. Once other content owners saw this

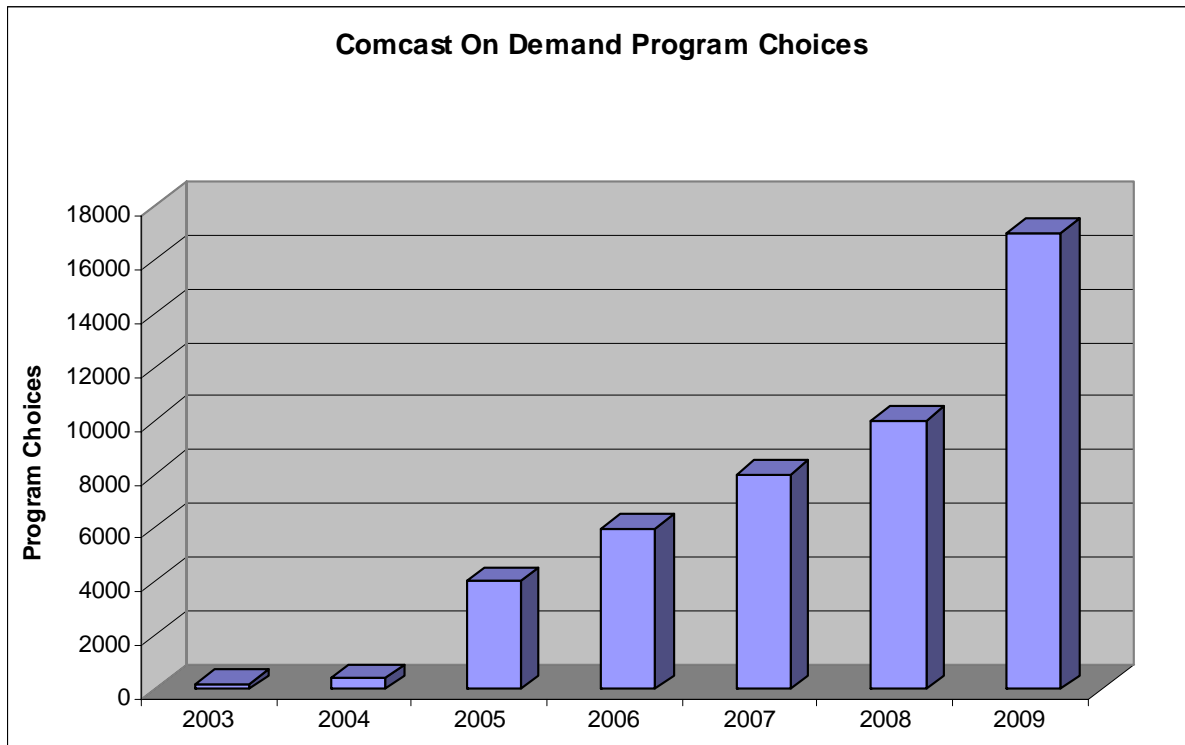
---

<sup>92</sup> Of course, while the proposed transaction will afford both Comcast and NBCU greater flexibility to overcome impediments that have in the past delayed bringing innovative services to consumers, the parties' programming agreements will reflect marketplace terms and conditions. This will be buttressed by the requirement that the new NBCU may only enter into a transaction, agreement, or arrangement with Comcast or any of its affiliates if the transaction is on arm's-length terms. *See supra* Section II.A.

<sup>93</sup> *See supra* note 68.



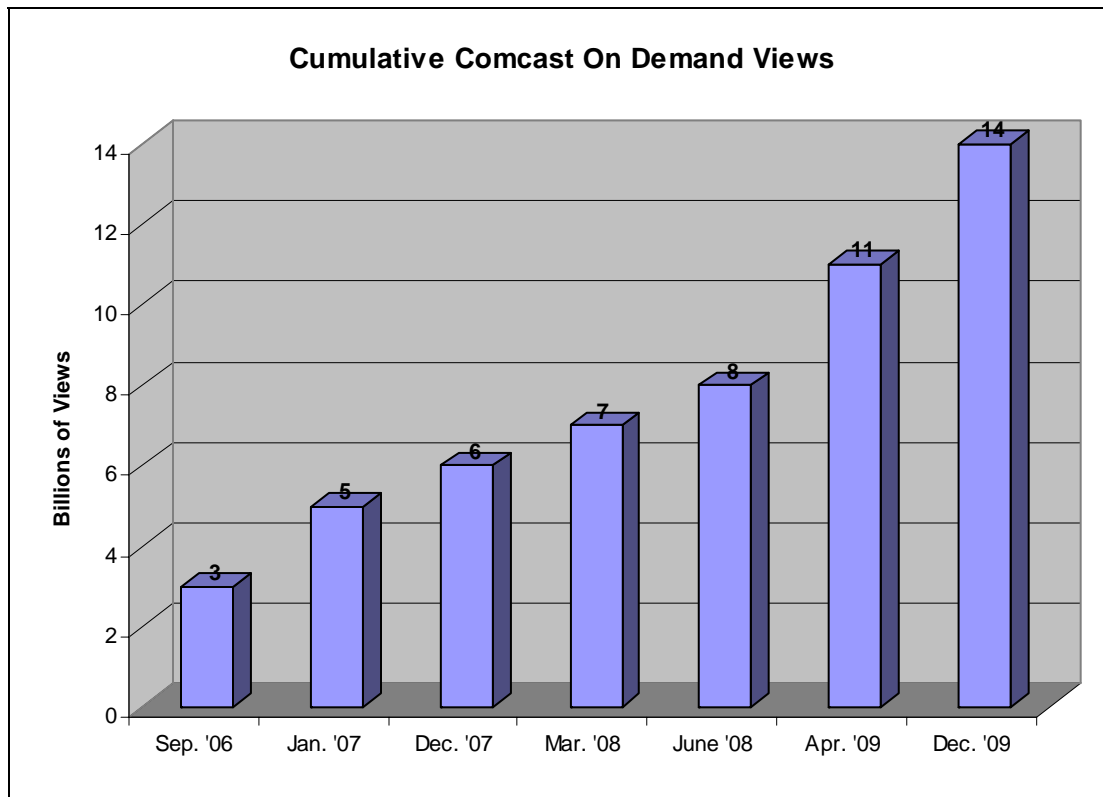
dynamic, they began to make their content available for VOD, resulting in a dramatic increase in the VOD options available to Comcast's consumers, as the below graph illustrates:



VOD has, of course, gone on to become a huge success; many more programmers have put their content on VOD, and Comcast customers have viewed programming through Comcast's On Demand platform more than 14 billion times,<sup>94</sup> as shown in the chart below:

---

<sup>94</sup> The number of Comcast On Demand views exceeds the 8.5 billion total files that have been downloaded through Apple's iTunes platform since 2003. See Diana ben-Aaron, *Nokia's Music Plan: Too Little, Too Late?*, Bus. Week, Dec. 16, 2009, available at [http://www.businessweek.com/globalbiz/content/dec2009/gb20091216\\_963956.htm](http://www.businessweek.com/globalbiz/content/dec2009/gb20091216_963956.htm).



By driving the growth of VOD, Comcast has been able to benefit not only its customers, but all industry stakeholders who gain from increased distribution of programming. Comcast's initiative spurred other MVPDs to emulate this model, advancing competition, technology, and consumer choice. The formation of the new NBCU similarly will enable Comcast to craft deals that provide content owners with marketplace financial terms and expand Comcast Cable's access to programming that it can use to develop novel video products and services for consumers across an array of platforms.<sup>95</sup>

Comcast is currently attempting to pioneer another "new media" business model that would increase the number of motion pictures that are available to its customers at the same time they become available on DVD (referred to as "day-and-date release"). Comcast has been

---

<sup>95</sup> See Pick Declaration ¶¶ 9, 17-18.

working on this for at least four years, but has not progressed as quickly as it would like because of content owners' understandable concerns that this innovation could threaten existing revenue streams (*e.g.*, from DVD and Blu-ray disc sales).<sup>96</sup> In 2007, Comcast was able to offer consumers only nine movies for “day-and-date” release. That number grew to 35 in 2008 and 100 in 2009.<sup>97</sup> Comcast would like to have more content available so that it can offer consumers a more compelling product.<sup>98</sup> Comcast believes there is genuine consumer demand for this innovative offering. In 2009, for example, eight of the 10 most popular movies on Comcast's VOD platform were “day-and-date” movies.

The Applicants anticipate that the proposed transaction, by reducing the “transaction cost” difficulties of negotiating contracts with unaffiliated parties for this new, unproven business (discussed in more detail in Section IV.C, *infra*), will help Comcast realize its desire to offer more in-home on-demand movies closer to the time of DVD release. Applicants understand that developing a sustainable business model with release dates closer to the date DVDs are released will require discussions with all interested stakeholders. In particular, Applicants acknowledge the continued importance of theatrical releases and DVD distribution (including in particular the newly developed Blu-ray Discs) and underscore that they value greatly their relationships with DVD retailers and retail movie distributors. However, Applicants are confident that, just as in the VOD example described above, the combined entity can work

---

<sup>96</sup> For example, Netflix recently announced an agreement with Warner Bros. that prohibits Netflix from distributing to its subscribers any Warner Bros. movies on DVDs or Blu-ray discs until 28 days after they have been available for purchase from retail outlets. See David B. Wilkerson, *Netflix, Warner Bros. Reach New Deal*, Wall St. J., Jan. 6, 2010, available at <http://online.wsj.com/article/BT-CO-20100106-710531.html>.

<sup>97</sup> See Press Release, Comcast Corp., *Comcast Announces 100th Movie Available On Demand Same Day as DVD Release* (Dec. 17, 2009), available at <http://www.comcast.com/About/PressRelease/PressReleaseDetail.ashx?PRID=948>.

<sup>98</sup> See Pick Declaration ¶ 14.

with all stakeholders to find business models that work better for consumers, accommodate the needs of theater owners and DVD distributors, and sustain the overall revenue streams of content owners – revenue streams that are necessary to maintain the investment in movies that American audiences want to watch. With this approach, other content owners are likely to make their content more readily available, leading to even more consumer viewing options.

The proposed transaction will accelerate new developments in online video as well. Two years ago, Comcast announced “Project Infinity,” which will allow Comcast to deliver exponentially more video content to consumers.<sup>99</sup> While the announcement focused particularly on expansion of VOD choices, Comcast’s vision explicitly encompasses expanding consumers’ choices on TV, online, and on other platforms. That vision is the reason why Comcast joined with Time Warner, Inc. to develop the pioneering TV Everywhere principles.<sup>100</sup> Promptly after

---

<sup>99</sup> Brian Roberts has explained that “Project Infinity plans to give consumers the best and most content they will find On Demand anywhere – more HD, more sports, more movies, kids’ programs and network TV. Project Infinity builds on our commitments to bring more content to people across all platforms at home and on the go, and we’ll work with our partners, programmers and video producers to deliver on this vision.” See Press Release, Comcast Corp., *Comcast CEO Brian L. Roberts Announces Project Infinity: Strategy to Deliver Exponentially More Content Choice On TV* (Jan. 8, 2008), available at <http://www.comcast.com/About/PressRelease/PressReleaseDetail.ashx?PRID=724>.

<sup>100</sup> The TV Everywhere model was “designed to be simple and attractive for any programmer and any video distributor to elect to adopt.” *TV Everywhere Press Release*, at 1. The TV Everywhere Principles are as follows:

- Bring more TV content, more easily to more people across platforms.
- Video subscribers can watch programming from their favorite TV networks online for no additional charge.
- Video subscribers can access this content using any broadband connection.
- Programmers should make their best and highest-rated programming available online.
- Both networks and video distributors should provide high-quality, consumer-friendly sites for viewing broadband content with easy authentication.
- A new process should be created to measure ratings for online viewing. The goal should be to extend the current viewer measurement system to include advertiser ratings for TV content viewed on all platforms.

the announcement of the TV Everywhere principles in June 2009, Comcast began a technical trial of its authentication platform – On Demand Online, now renamed “Fancast Xfinity TV” – which has progressed to a national beta release. Fancast Xfinity TV offers Comcast’s cable customers online access, at no additional charge, to content associated with their individual levels of cable subscriptions.<sup>101</sup>

Although Comcast is proceeding with its Fancast Xfinity TV venture and is pleased with the success to date of its Fancast Xfinity TV venture, progress remains slower than Comcast would like. As with free movies on VOD, many content owners have been cautious, limiting the content they make available for online access and generally refraining from making long-term commitments. To date, only a limited number of programmers, accounting for a total of 30 cable networks, have made content available for online access through this effort.<sup>102</sup>

The pairing of expanded content assets with distribution channels under common ownership is a market-driven solution that will help to overcome the transactional barriers Comcast is once again encountering and accelerate broader and more innovative uses of content. For example, NBCU’s movie and production businesses include current TV shows, a 3,000+ episode library, and a 4,000+ movie library. With respect to this and other NBCU content, Comcast and the new venture will be in a better position to expand the convenient availability of television and movie content of all genres across multiple platforms on an accelerated basis through a workable and replicable business model, to the benefit of consumers.

- 
- TV Everywhere is open and non-exclusive; cable, satellite or telco video distributors can enter into similar agreements with other programmers.

<sup>101</sup> Thus, a Comcast customer who subscribes to HBO would obtain online access to the HBO programming that has been posted to a secure website, once the customer’s identity as a Comcast customer has been verified – or “authenticated.”

<sup>102</sup> See Pick Declaration ¶¶ 15-17.

With the jump-start made possible by this transaction, these opportunities will accrue not only to the combined entity (including NBCU's production studios), but also to unaffiliated studios, networks, and other MVPDs – and, most importantly, to consumers. Pioneering new models, and proving them workable, will create momentum and competitive incentives for other networks and other MVPDs to participate in expanding consumer choice.<sup>103</sup> It bears emphasis that a fundamental element of the TV Everywhere principles mentioned above is that arrangements be open and non-exclusive. Thus, a programming vendor that agrees to make its content available on Fancast Xfinity TV is free to license its content to the online platforms of other MVPDs, and an MVPD that licenses content from one programming vendor is not precluded from licensing content from other programming vendors.

**C. Comcast's Experience Demonstrates That, Absent the Transaction, the Parties Cannot Use Contracts To Achieve the Benefits of the Transaction.**

Comcast has considerable experience trying to obtain the content that it needs to justify investments in innovative programming delivery platforms and services. Comcast has invested directly in a limited amount of its own content, but it also must obtain programs from networks and studios in order to have sufficient quality content. While Comcast has obtained some content from unaffiliated third parties, many deals that Comcast believes would make both consumers and suppliers better off are not made, and others move very slowly. As a result, Comcast has not been able to roll out video services such as VOD, “day-and-date” release, and TV Everywhere, as early or quickly as Comcast believes its customers wanted.<sup>104</sup> In short, given

---

<sup>103</sup> See *id.* ¶¶ 9, 17.

<sup>104</sup> See *id.* ¶¶ 4-8.

transactional friction, reliance solely on obtaining content from unaffiliated entities is preventing or delaying new services and enhanced content.<sup>105</sup>

*Shortcomings Of Deals with Unaffiliated Parties.* There are a number of reasons that negotiating with unaffiliated third parties does not always work smoothly to promote new and innovative video delivery. First, technology, costs, and demand for video products and services change rapidly. As a result, there is a high degree of uncertainty about what content, which delivery platforms, and which revenue models (*e.g.*, subscription and/or advertising) will work or work best.<sup>106</sup> Because of this uncertainty, Comcast and unaffiliated suppliers of programming, such as movie studios, TV studios, and networks, often have different assessments of the costs, sales, and profits. In addition, companies have different views of the level of risk and different appetites for risk. None of these views is demonstrably “wrong” – they just represent different perspectives on new and innovative business models. These uncertainties and differences hinder the parties’ ability to reach agreements.

Second, licensing and distribution of video products is complex. For example, each video program can be made available to consumers in alternative sequences of windows on

---

<sup>105</sup> The noted economist Oliver Williamson has described why a vertically-integrated firm has an enhanced ability to overcome this type of transactional friction. Arguing in favor of “internalization,” defined as “the substitution of internal organization for market exchange,” Williamson has cited several benefits of vertical integration in the face of “transactional failures” in markets. According to Williamson, “Perhaps the most distinctive advantage of the firm . . . is the wider variety and greater sensitivity of control instruments that are available for enforcing intrafirm in comparison with interfirm activities.” Examples of such control instruments include lower cost access to data on own-performance, more refined reward and penalty instruments, a more efficient conflict resolution machinery and economies of information exchange. *See* Oliver E. Williamson, *The Vertical Integration of Production: Market Failure Considerations*, 61 *Am. Econ. Rev.* 112-123 (1971). Williamson was awarded the Nobel Prize in Economic Sciences in 2009 for his work on the boundaries of firms.

<sup>106</sup> *See* Pick Declaration ¶¶ 4-5. Mr. Pick further explains that, in this extremely dynamic environment, “it is difficult to write contracts flexible enough to permit the experimentation and learning that both parties need as they develop new technologies and business models.” *Id.* ¶ 7.

numerous platforms and types of services (theater, broadcast TV, premium-tier linear cable TV networks, basic tier linear cable networks, VOD cable channels, DVDs, online, etc.).<sup>107</sup>

Third, it is difficult for Comcast and content suppliers to anticipate all the potential issues that may arise with the development of a new technology in a dynamic market.<sup>108</sup> Contract renegotiation and enforcement in a rapidly evolving media marketplace are both time consuming and expensive, and may not be successful.

Fourth, one or both parties to a contract may be concerned that the other will take advantage of it after agreement has been reached and after it has made investments in reliance on the contract. The fear of the parties that their interests are not aligned can itself block progress. Often some actions that would increase the profits of one (*e.g.*, avoiding an expenditure that would increase quality) will reduce the profits of the other. However, these situations often cannot be anticipated or detected (*e.g.*, where measurement of quality is difficult).<sup>109</sup> A party to a potential contract may be particularly wary when the contract calls for it to make an investment

---

<sup>107</sup> The particular complexity arises because whether and when a program is shown on one platform or service is likely to influence the demand and audience size for that program, and hence revenues, on other platforms and services.

<sup>108</sup> See Pick Declaration ¶ 7.

<sup>109</sup> See Joseph Farrell & Philip L. Weiser, *Modularity, Vertical Integration and Open Access Policies: Towards a Convergence of Antitrust and Regulation in the Internet Age*, 17 Harv. J.L. & Tech. 85, 98 (2003). Farrell and Weiser discuss examples of integrative efficiencies. “By separating its operations vertically, Palm lost control of some important aspects of its product deployment. For instance, Palm’s reliance on outsiders and an ‘inability to crack the whip on its far-flung programmers’ contributes (according to some observers) to its ‘slow pace of innovation’ in applications. By contrast, Sega developed the operating system, equipment and leading games (such as Sonic the Hedgehog) for its Sega Genesis system all in-house, presumably in order to control its product offerings and drive consumer demand for its system. Because the platform and the applications made for it are economically interdependent, an arms-length relationship can involve contractual hold-up hazards (on both sides, though especially threatening to competitive applications providers.) A closer vertical relationship can be an efficient response to such hazards.”



that involves sunk costs and that is unlikely to earn a satisfactory return unless the other party fulfills the terms of the contract.<sup>110</sup>

For example, significant upfront and ongoing investments are required for the development of new media platforms.<sup>111</sup> There is a greater incentive for the distributor to make these investments when it has access on market terms to sufficient content to demonstrate the effectiveness of the new platforms.<sup>112</sup>

At the same time, content providers may be reluctant to commit content and increase investment in new content in the face of significant uncertainty about how new and unproven distribution models will develop and what their impacts will be on their other content businesses.<sup>113</sup> It is, therefore, difficult to structure the financial terms of contracts, and especially long-term contracts with unaffiliated parties.

---

<sup>110</sup> Specifically, once one party has taken on substantial sunk costs, the return on which depends on performance by the other party, the second party may be in a position to appropriate at least some of the gains from the contract that were expected by the first party. *See generally* Francine Lafontaine & Margaret Slade, *Vertical Integration and Firm Boundaries: The Evidence*, 45 J. Econ. Literature 629-685 (2007) (“Lafontaine & Slade”). The authors state that “complexity and uncertainty lead to contractual incompleteness,” and that “[t]he large body of empirical research in the area has found considerable support for the notion, derived from TCE [transaction-cost economics], that specific investments are economically and statistically important when it comes to the decision to organize the production of a given input internally or externally [to the downstream firm]. It also has established that backward integration is more likely for more complex inputs and when the environment within which the firms operate is more uncertain.” *See also* Christopher S. Yoo, *Vertical Integration and Media Regulation in the New Economy*, 19 Yale J. on Reg. 171, 262 (2002). “The presence of the large upfront fixed costs discussed above leaves both cable modem and content providers vulnerable to being held up. Like other creators of media content, broadband content providers must make significant up-front investments in their content. They will not do so unless they can expect to recover those fixed costs later. Once the content is created, however, content providers are vulnerable to hold-up behavior, since once the costs of creating the content are sunk, the content owners’ customers can try to beat them down to the marginal cost. Conversely, cable modem providers are similarly vulnerable to cost opportunism. . . . Once the costs are sunk, cable modem providers bear the risk of being beaten down to levels at which the fixed cost investment can no longer be recovered. The traditional method for redressing both of these concerns is either vertical integration or long-term exclusive dealing contracts. If unable to rely on such exclusive dealing arrangements, an inherently unstable situation results in which . . . both sides are left to settle on price through strategic behavior.”

<sup>111</sup> *See* Pick Declaration ¶ 18.

<sup>112</sup> *See id.*

<sup>113</sup> *See id.* ¶¶ 7-8.

*Comcast's Difficulties In Obtaining Content From Unaffiliated Parties.* In Comcast's experience, it has been difficult to develop new platforms and innovative services as expeditiously as consumer demand requires by relying on negotiations with unaffiliated parties to obtain content. Studios are not willing to provide content (and content of high quality) for distribution on new and unproven platforms designed to attract additional subscribers and/or audiences unless the studios expect to earn a sufficient return. At the same time, the incentive for Comcast to invest in an innovative platform depends on the availability and cost of enough good programming to attract the subscribers, audiences, and advertisers needed to earn a sufficient return. As discussed earlier, it is difficult to find innovative approaches and mechanisms to accommodate both parties' objectives. After this transaction, the combined entity will have the incentive and be motivated to find agreement that justifies the deal from both sides. Investments in new content and new distribution channels will be less risky if such marketplace agreements can be reached, and therefore have higher risk-adjusted returns for the combined entity with the transaction than for either firm without the transaction.

Comcast's experience in the early 2000s trying to start its VOD business (described above in Section IV.B) illustrates Comcast's difficulties in obtaining content by relying on negotiations with unaffiliated third parties. Comcast took a risk by investing in the technology to provide enhanced VOD service. However, Comcast was not able to convince movie studios to enter into contracts to provide content that would have been sufficiently compelling to make VOD attractive for consumers. Comcast believed it needed to populate its VOD offering with a significant amount of free content in order to capture consumers' interest. The content providers' concerns over the risk of joining Comcast in this effort were understandable because VOD was a new and untested business model with unclear revenue implications for the content

providers' existing income streams. Comcast and the content providers had different assessments of and willingness to take attendant risks. The content providers' understandable caution substantially delayed deployment of an innovative and consumer-friendly VOD service.<sup>114</sup>

The transaction could also allow Comcast and NBCU to overcome the difficulties associated with cross-promotions. Cross-promotions help networks increase their audiences and ratings, build stronger and deeper brand identities, and can help new networks to survive and grow. At present there are no promotions of Comcast's channels on NBCU networks and vice versa, and absent the transaction it is highly unlikely that there would be any.<sup>115</sup> However, with the transaction, Comcast will have a greater opportunity to promote its content on NBCU's broadcast and cable networks and vice versa. Cross-promotion will benefit consumers by informing them about the existence, timing, and location of programs that they may otherwise not be aware of, leading to greater viewer enjoyment.<sup>116</sup>

Based on its experience with attempting to develop and expand new services relying exclusively on content obtained from unaffiliated parties and the difficulties faced with cross-promotions, Comcast has concluded that the benefits for consumers described in Sections IV.A and IV.B above cannot be achieved as fully or as rapidly as they will be absent the present transaction.

---

<sup>114</sup> See *id.* ¶¶ 10-13.

<sup>115</sup> See *id.* ¶ 20.

<sup>116</sup> See *id.* ¶¶ 19-21.

**D. The Combined Entity Will Better Support and Serve the Interests of Local Communities.**

The new company will enable Comcast and NBCU to continue and expand their roles in serving and supporting the local communities in which they operate. Comcast and NBCU have a proud history of active engagement with local communities and the organizations that serve those communities, from charitable causes like United Way, City Year, One Economy (promoting digital literacy and broadband adoption), the Emma Bowen Foundation (creating internship opportunities in communications and providing scholarship assistance), Boys & Girls Clubs, and Big Brothers/Big Sisters, to support for schools and libraries with free video and high-speed Internet services. Above and beyond supporting worthy causes through community involvement, Comcast and NBCU have ensured that their core businesses actively support and strengthen communities as well. The proposed transaction will only enhance the ability of NBCU and Comcast to serve local needs in innovative ways.

Comcast's business is local, having been built for over 40 years on the local cable franchise model. As a result, Comcast is involved not just at a metropolitan market level, but on the ground in cities and towns, suburbs, and urban neighborhoods.<sup>117</sup> Comcast has invested significantly in local content in many markets, particularly in the sports area, and also by bringing local content including community news, political debates, Comcast Newsmakers, Police Blotter, Pet Adoption, and Dating on Demand to new platforms like VOD. Comcast tailors the programming on its local cable networks (including VOD) to the needs and interests of local audiences.

---

<sup>117</sup> See Comcast Corp., 2009 Community Investment Report, *available at* [http://www.comcast.com/MediaLibrary/1/1/About/IntheCommunity/CommunityInvestment/Comcast\\_ComInvest\\_bro\\_120109.pdf](http://www.comcast.com/MediaLibrary/1/1/About/IntheCommunity/CommunityInvestment/Comcast_ComInvest_bro_120109.pdf).

The NBC and Telemundo O&O stations are also deeply involved in their communities. Interaction with local community organizations – including local chapters of the American Red Cross, Autism Speaks, and Boys & Girls Club, as well as local domestic violence groups, universities, and health advocacy organizations – allows the stations to learn firsthand of the problems, needs, and interests of the people living within each station’s viewing area. The local audience benefits directly from the community-oriented focus that is brought to bear in the stations’ programming as a result of the substantial interaction between the stations and these community organizations, and the organizations, in turn, benefit from the stations’ support.

As part of its commitment to the local communities it serves, and consistent with its contractual obligations to franchising authorities, Comcast’s cable systems carry public, educational, and governmental (“PEG”) channels which are generally part of the basic tier of service that is provided to all subscribers in a community. In a few communities, there has been controversy about how PEG channels will be treated as cable systems transition to digital technology. To address these concerns affirmatively, Applicants offer the following commitment:<sup>118</sup>

- ***Commitment # 11. With respect to PEG channels, Comcast will not migrate PEG channels to digital delivery on any Comcast cable system until the system has converted to all-digital distribution (i.e., until all analog channels have been eliminated), or until a community otherwise agrees to digital PEG channels, whichever comes first.***

In addition, the combined firm is committed to expanding the use of PEG programming and in that regard offers the following commitment:

---

<sup>118</sup> This commitment is consistent with the proposed Consent Order that has been agreed to by all parties in the pending proceeding in Michigan. *City of Dearborn v. Comcast of Michigan III, Inc.*, Case No. 08-10156 (E.D. Mich.).

- ***Commitment # 12. To enhance localism and strengthen educational and governmental access programming, Comcast will also develop a platform to host PEG content On Demand and On Demand Online within three years of closing.***

As the largest distributor of public, educational, and governmental access programming, Comcast understands the value of locally produced programming. Done well, local public, educational, and governmental access programming can be an important source of news, information, and resources for local residents, and recent technological advances have the potential to increase consumers' ability to access local content anywhere, anytime. Based on Comcast's experience, and mindful of the great diversity in the amount and nature of PEG programming in these communities, Comcast recognizes the opportunity to develop a workable approach for wider distribution of public, educational and governmental access programming on new platforms. Comcast also notes that evolving technologies may quickly make today's solutions obsolete.

Accordingly, to develop the new platform within three years of closing, Comcast plans to select five locations in Comcast's service area to serve as trial sites. Sites will be chosen to ensure geographic, economic and ethnic diversity, with a mix of rural and urban communities. Comcast will consult with leaders in the trial communities to determine what programming – public, educational and/or governmental – would most benefit local residents by being placed on VOD and online.<sup>119</sup> Comcast further commits to filing annual reports with the Commission staff to inform them of progress on the trial and implementation of this groundbreaking initiative.

---

<sup>119</sup> Comcast has tested new approaches to community-specific programming in the past. For example, in November 2005, Comcast launched a collaborative pilot project with 25 greater Denver Metropolitan Area communities to identify how cable technology could be used in innovative ways to address the unique needs of local communities and increase the value of community programming to citizens on a regional level. The result was MetroBeat TV, which was comprised of five viewer-designed television programs and a dedicated MetroBeat TV website. During a two-year period, MetroBeat TV received much critical recognition and acclaim.

## **E. Cost Savings and Synergies**

In the preceding discussion of public interest benefits from the transaction, Applicants have explained various ways in which the transaction would increase the combined entity's ability and incentive to expand programming and increase the quality and diversity of programming: Some of these ways relate to cost savings that would result from the transaction. For example, we have discussed the following:

First, there are economies of scale and scope in provision of video programming to viewers on different platforms and at different times. Once a program is created, the variable out-of-pocket costs of making it available for distribution at more times on more platforms is relatively low. As a result, when additional distribution to a wider audience is available, there is greater incentive to create more and higher quality programming.

Second, vertical integration reduces transaction and contracting costs between NBCU as a supplier of content and Comcast as a distributor. The reduction in these costs will increase the availability of content to Comcast and to the cable networks that Comcast is contributing to the new NBCU.

Standard merger analysis recognizes that cost savings – whether upstream or downstream – benefit consumers by constraining prices, improving product quality, and accelerating new product development.<sup>120</sup> Indeed, there is increasing recognition that fixed cost savings, which

---

<sup>120</sup> See U.S. Dep't of Justice & Fed. Trade Comm'n, Horizontal Merger Guidelines, 57 Fed. Reg. 41552, rev. § 4 (issued Apr. 2, 1992; rev. Apr. 8, 1997) ("*Horizontal Merger Guidelines*") ("Efficiencies generated through merger can enhance the merged firm's ability and incentive to compete, which may result in lower prices, improved quality, enhanced service, or new products. For example, merger-generated efficiencies may enhance competition by permitting two ineffective (*e.g.*, high cost) competitors to become one effective (*e.g.*, lower cost) competitor."). Note that, while this section explicitly discusses what cost savings are "cognizable," it says nothing to discount upstream cost savings. To the contrary, it refers to "efficiencies resulting from shifting production among facilities," which clearly may involve upstream manufacturing operations, as among the most likely to be "cognizable and substantial." *Id.*

may not immediately be passed through to consumer prices, often lead to large consumer benefits particularly when they permit accelerated innovation.<sup>121</sup> Finally, to the extent cost savings and synergies are achieved, the combined entity will be stronger and more economically viable. Given the current turmoil and uncertainty in the media and entertainment business,<sup>122</sup> this is an important public interest benefit of the transaction.

## **V. THE PROPOSED TRANSACTION WILL COMPLY WITH THE REQUIREMENTS OF THE COMMUNICATIONS ACT, OTHER COMMUNICATIONS STATUTES, AND THE COMMISSION'S RULES.**

The proposed transaction will not result in the violation of any provisions of the Communications Act, other applicable statutes, or the Commission's rules.

### **A. Cross-Ownership and Multiple Ownership Limits**

Comcast's acquisition of NBCU will be in full compliance with the Commission's various cross-ownership and multiple ownership rules. Most important, Congress repealed the statutory prohibition against cable/broadcast cross-ownership in 1996.<sup>123</sup> Further, in 2002, the

---

<sup>121</sup> See Antitrust Modernization Commission, Report and Recommendations, 58-59 (Apr. 2007) ("Failure to take account of and give proper weight to such fixed costs in evaluating a merger could deprive consumers and the U.S. economy of significant benefits from a procompetitive merger . . . As one witness explained, 'an increasing part of the economy is comprised of research-intensive products . . . such as computer chips, software, pharmaceuticals and media content [that] have very high fixed costs.' Mergers generally benefit consumers by making innovation more likely or less costly in such industries, rather than by reducing (the generally very low) marginal costs. . . . [T]he efficiencies do not necessarily lower prices to consumers immediately, but have the potential to bring significant benefits to consumers through new, improved, or lower priced products in the longer run."), available at [http://govinfo.library.unt.edu/amc/report\\_recommendation/toc.htm](http://govinfo.library.unt.edu/amc/report_recommendation/toc.htm).

<sup>122</sup> See, e.g., Amy Schatz, *Investors Urge FCC to Relax Media Ownership Rules*, Wall St. J., Jan. 12, 2010 (describing how investors detailed the financial woes of the media industry and the lack of interest among many investors in the sector at an FCC media ownership workshop on financial issues), available at [http://online.wsj.com/article/SB126333303180026671.html?mod=WSJ\\_hpp\\_sections\\_business](http://online.wsj.com/article/SB126333303180026671.html?mod=WSJ_hpp_sections_business).

<sup>123</sup> Prior to the Telecommunications Act of 1996, Section 613(a)(1) of the Communications Act, as amended (47 U.S.C. § 533(a)(1)) provided that:

"It shall be unlawful for any person to be a cable operator if such person, directly or through 1 or more affiliates, owns or controls, the licensee of a television broadcast station and the predicted grade B contour of such station covers any portion of the community served by such operator's cable system." Cable Communications Policy Act of 1984, Pub. L. No. 98-549, § 613(a), 98 Stat. 2779, 2785, as amended.



United States Court of Appeals for the District of Columbia Circuit struck down the Commission's attempt to retain its cable/broadcast cross-ownership rule ("CBCO Rule").<sup>124</sup> The court held that, with respect to concerns about competition, the Commission "failed to justify its retention of the CBCO Rule as necessary to safeguard competition . . . and [failed] to put forward any adequate reason for believing the Rule remains 'necessary in the public interest.'"<sup>125</sup> With respect to diversity justifications, the court held that "the Commission's diversity rationale for retaining the CBCO Rule is woefully inadequate."<sup>126</sup> Given these infirmities, and because the court determined that "the probability that the Commission would be able to justify retaining the CBCO Rule is low," the court instructed the Commission to repeal the rule "forthwith."<sup>127</sup> In 2003, the Commission did so.<sup>128</sup>

With regard to other ownership rules, Comcast owns no TV or radio broadcast stations, or newspaper interests, so the proposed transaction creates no new combination that implicates the radio-television cross-ownership rule, the local TV duopoly rule, the national TV broadcast audience cap, or the newspaper/broadcast cross-ownership prohibition. In addition, NBCU is in

---

Section 202(i) of the Telecommunications Act of 1996, however, amended Section 613(a) of the Communications Act, among other things, "by striking paragraph (1)." Telecommunications Act of 1996, Pub. L. No. 104-104, § 202(i)(1), 110 Stat. 56, 112 (1996).

<sup>124</sup> See generally *Fox Television Stations, Inc. v. FCC*, 280 F.3d 1027 (D.C. Cir. 2002) ("*Fox Television Stations*"), modified on reh'g, 293 F.3d 537 (D.C. Cir. 2002) (vacating the Commission's CBCO Rule).

<sup>125</sup> *Fox Television Stations*, 280 F.3d at 1051.

<sup>126</sup> *Id.* at 1052.

<sup>127</sup> *Id.* at 1053.

<sup>128</sup> See *In the Matter of 1998 Biennial Regulatory Review – Review of the Commission's Broadcast Ownership Rules and Other Rules Adopted Pursuant to Section 202 of the Telecommunications Act of 1996*, Order, 18 FCC Rcd 3002 (2003).

full compliance with the national TV broadcast audience cap.<sup>129</sup> Also, NBCU's existing TV duopolies comply with the local TV duopoly rule.<sup>130</sup>

With respect to the local television duopoly rule, there is a pre-existing issue regarding NBCU's ownership of three television stations in the Los Angeles, California DMA. Pursuant to a temporary waiver of the television duopoly rule, NBCU owns stations KNBC-(TV), KWHY-TV, and KVEA(TV).<sup>131</sup> NBCU has been engaged in good faith efforts to divest one of the Los Angeles stations.<sup>132</sup> Its ability to divest has been constrained by the severe economic conditions facing the country in general and the broadcasting industry in particular. Nevertheless, NBCU continues to consider potential sale structures and possible auction scenarios for one of the stations. Applicants request that the Commission extend the current temporary waiver for six months after the proposed transaction closes.<sup>133</sup> A six-month extension will allow for an orderly divestiture process and is consistent with prior Commission practice.<sup>134</sup> Further, Applicants

---

<sup>129</sup> See *Application to Transfer Control of NBC Telemundo License Co. from General Electric Company to Comcast Corporation*, Exhibit 19.

<sup>130</sup> See *id.*

<sup>131</sup> See *In the Matter of Telemundo Communications Group, Inc., Transferor, and TN Acquisition Corp., Transferee*, Memorandum Opinion and Order, 17 FCC Rcd 6958 ¶ 46 (2002) ("Telemundo Order") (granting a temporary waiver of 47 C.F.R. § 73.3555(b)).

<sup>132</sup> See, e.g., Letters from Margaret L. Tobey, Assistant Secretary, NBC Telemundo License Co., to Marlene H. Dortch, Secretary, Federal Communications Commission, File No. BTCCT-20011101ABK, *et seq.* (dated Oct. 14, 2009, and Jan. 15, 2010). NBCU will also continue to file status reports with the Commission. See *Telemundo Order* ¶ 53.

<sup>133</sup> See *Application to Transfer Control of NBC Telemundo License Co. from General Electric Company to Comcast Corporation*, Exhibit 19.

<sup>134</sup> For instance, in a transaction involving Univision, the FCC gave Univision six months after closing to come into compliance with the newspaper/broadcast ownership rule either by divesting the properties implicating the rule or by placing those properties in an insulated divestiture trust within six months. *In the Matter of Univision Communications Inc., Transferor, and Broadcasting Media Partners, Inc., Transferee*, Memorandum Opinion and Order, 22 FCC Rcd 5842 ¶ 47 (2007); see also *In the Matter of Clear Channel Broadcasting Licenses, Inc.*, Memorandum Opinion and Order, 22 FCC Rcd 21196 ¶ 21 (2007).

propose that, during the six-month period following the close of the transaction, they will either (1) divest one of the Los Angeles stations or (2) place one of the stations in a divestiture trust that will insulate the station from the Applicants' influence and control.

As previously demonstrated, the ownership of any two of the Los Angeles stations will comply with the television duopoly rule.<sup>135</sup> Thus, divesting one of the Los Angeles stations will bring the combined firm into compliance with the rule.

In addition, the contour of KXAS-TV, Fort Worth, Texas, owned by GE and NBCU indirect subsidiary Station Venture Operations, LP, encompasses the entire community of publication of two small newspapers in which GE holds an attributable interest under the Equity-Debt-Plus ("EDP") rule.<sup>136</sup> On October 22, 2009, the licensee of KXAS-TV amended its pending license renewal application to inform the Commission of the attributable ownership interest held by General Electric Capital Corporation ("GECC") in American Community Newspapers ("ACN"), publisher of the two newspapers in question, resulting from a bankruptcy proceeding involving ACN and the conversion of a portion of GECC's loans to non-voting equity.<sup>137</sup> KXAS-TV and its licensee will be contributed to the new NBCU; GECC will be retained by GE. The amendment notes that, when it adopted the EDP rule, the Commission

---

<sup>135</sup> *Telemundo Order* ¶ 2; *see also Application to Transfer Control of NBC Telemundo License Co. from General Electric Company to Comcast Corporation*, Exhibit 19.

<sup>136</sup> *See* 47 C.F.R. § 73.3555(d)(iii). GECC also has provided a credit facility to Coast Radio Company, Inc. ("Coast"), which owns and operates, through subsidiaries, three radio stations in the San Francisco, CA market. Two NBCU stations are located in the San Francisco-Oakland-San Jose, CA DMA. The GECC credit facility accounts for more than 33 percent of the total asset value of Coast. As a result, GE is attributed with both the NBCU stations as well as the three Coast FM radio stations in that market. Because there are more than 10 independent media voices in the DMA, and because the three FM radio stations may be commonly owned under the applicable local radio ownership rule, the interests attributed to GE fully comply with the radio/television cross-ownership rule. *See Application to Transfer Control of NBC Telemundo License Co. from General Electric Company to Comcast Corporation*, Exhibits 7, 19.

<sup>137</sup> *See Application to Transfer Control of NBC Telemundo License Co. from General Electric Company to Comcast Corporation*, Exhibits 7, 19.

recognized that unforeseen circumstances could result in the conversion of a non-attributable interest to an attributable interest and noted that, in such circumstances, the Commission will afford parties a reasonable time (generally one year) to come into compliance with any ownership restriction made applicable as a result of a change in attributable status. The amendment further advises the Commission that, given the current economic climate, a reasonable time is most likely more than one year.<sup>138</sup>

Neither Comcast nor NBCU owns any attributable interest in a broadband radio service (“BRS”) system or satellite master antenna television (“SMATV”) system that would implicate the Commission’s cable/BRS or cable/SMATV cross-ownership restrictions.<sup>139</sup> Finally, NBCU does not own a financial interest greater than 10 percent or have any management interest in a local exchange carrier (“LEC”) providing telephone exchange service within any of Comcast’s franchise areas, and therefore, the transaction will fully comply with the Commission’s buyout restrictions.<sup>140</sup>

## **B. Channel Occupancy Limit**

The Commission’s “channel occupancy” rule requires that no more than 40 percent of the first 75 channels of a cable system be used to carry affiliated national programming services.

---

<sup>138</sup> *Application for Renewal of Broadcast Station License*, File No. BRCT-20060403BWM (amended Oct. 22, 2009). Please refer to the transfer of control application for Station Venture Operations, L.P. for further information on this matter.

<sup>139</sup> See 47 C.F.R. § 73.3555 (broadcast multiple ownership limits); *id.* § 27.1202 (cable/BRS cross-ownership limit); *id.* § 76.501(d) (cable/SMATV cross-ownership limit).

<sup>140</sup> See *id.* § 76.505(b) (LEC-cable buyout prohibition); see also 47 U.S.C. § 572(b) (statutory prohibition).

The Commission has clarified that this means that, for cable systems with 75 or more channels, at least 45 channels must be unaffiliated.<sup>141</sup>

To verify compliance with this rule, Comcast surveyed each of its cable systems – and individual channel line-ups within systems that have multiple channel line-ups. For each channel line-up that included more than 45 unaffiliated channels,<sup>142</sup> compliance with the rule was assured and no further analysis was required. For systems with less than 45 unaffiliated channels, individual channel line-ups were examined and the percentage of unaffiliated channels was determined. In every case, the percentage of unaffiliated channels exceeded the requisite 60 percent.

Although not necessary to demonstrate compliance, it is worth noting here that, thanks to Comcast's dramatic progress in upgrading and expanding the capacity of the cable systems it has acquired,<sup>143</sup> and more recently Comcast's progress in reclaiming analog bandwidth through the digitization project known as "Project Cavalry,"<sup>144</sup> Comcast cable systems routinely carry vastly

---

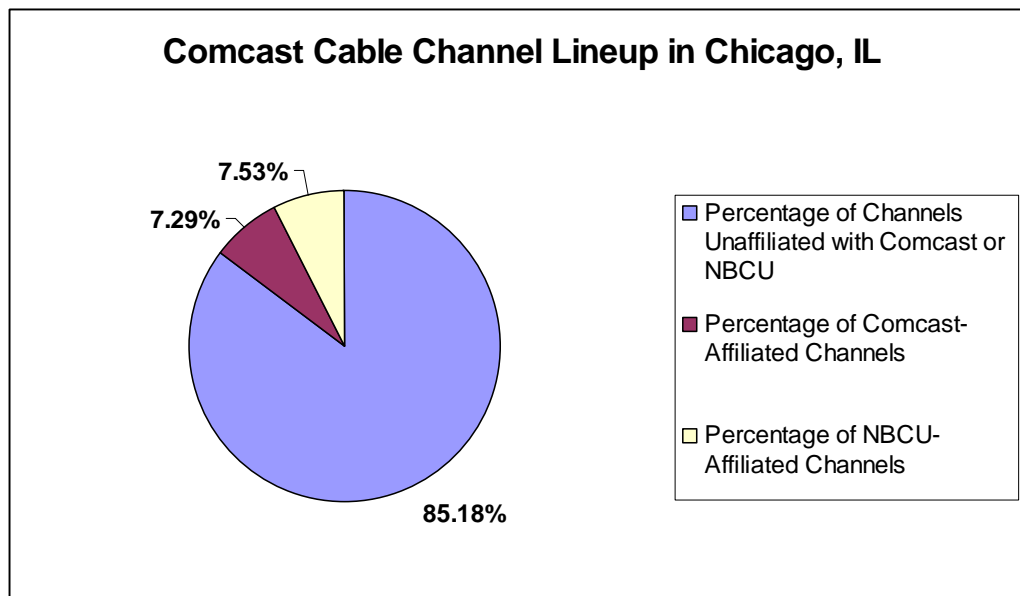
<sup>141</sup> See *In the Matter of Implementation of Sections 11 and 13 of the Cable Television Consumer Protection and Competition Act of 1992, Horizontal and Vertical Ownership Limits*, Second Report and Order, 8 FCC Rcd 8565 ¶ 84 n.107 (1993) ("The channel occupancy limits need not necessarily apply to the first 75 channels. . . . On a system with 100 channels at least 45 channels would still be required to be devoted to the carriage of unaffiliated programming services, however, these 45 channels could be any of the system's 100 channels."); see also *Adelphia Order* ¶ 36 & n.134. Although the D.C. Circuit reversed and remanded the Commission's channel occupancy rule eight years ago, and a decision about what to do on remand remains pending, the Commission continues to enforce the rule. See *Time Warner Entm't Co, L.P. v. FCC*, 240 F.3d 1126, 1139 (D.C. Cir. 2001) ("*Time Warner II*") (reversing and remanding the rule); *In the Matter of Implementation of Section 11 of the Cable Television Consumer Protection and Competition Act of 1992*, Further Notice of Proposed Rulemaking, 16 FCC Rcd 17312 ¶ 83 (2001) (inviting comment on whether "the Commission may relax, exempt specific cable operators from, or even forego imposing, vertical limits if the Commission determines that such a course of action would be justified given the prevailing market conditions"); *Adelphia Order* ¶¶ 36-38 (noting that "Comcast would be expected to comply with any revised limits that the Commission may adopt in the pending rulemaking proceeding.").

<sup>142</sup> For purposes of this analysis, "unaffiliated" channels are those in which neither Comcast nor NBCU holds an attributable interest.

<sup>143</sup> See *supra* note 16.

<sup>144</sup> In Project Cavalry, channels that are on the Expanded Basic tier (which Comcast generally refers to as "B2") are delivered only in digital formats, allowing the recapture of (typically) several hundred megahertz of

more than 45 unaffiliated channels. Indeed, after the transaction, nearly six out of seven channels that Comcast carries will be unaffiliated with Comcast or the new NBCU, as the following graph illustrates:



## **VI. THE PROPOSED TRANSACTION WILL RESULT IN NO PUBLIC INTEREST HARMS.**

The proposed transaction takes place against the backdrop of an extremely competitive and dynamic marketplace, and will not harm the public interest by diminishing competition in any relevant market. In particular, the transaction will neither materially increase horizontal concentration in any market nor create the ability or incentive for the combined firm to engage in vertical foreclosure – the two principal competitive concerns on which the Commission has focused in prior transactions. Nor will the transaction cause any harm to other cognizable public interests – most notably localism and diversity.

---

bandwidth that previously was used to deliver the channels in (less-efficient) analog format. The recaptured bandwidth can then be put to use to increase markedly the number of channels delivered in HD, to add more SD channels, to support more VOD, and to expand capacity for HSI.

## A. Overview of Competitive Analysis

The Commission has previously observed that transactions in which one firm acquires an interest in another may potentially give rise to “concerns regarding ‘horizontal’ concentration and/or ‘vertical’ integration, depending on the lines of business engaged in by the two firms.”<sup>145</sup>

As discussed below, the proposed transaction presents no “horizontal” competitive concerns: The competitive overlaps between Comcast’s and NBCU’s businesses are very limited, and the combined company will continue to face vigorous competition in each market in which the parties’ activities arguably overlap.<sup>146</sup> Furthermore, the proposed transaction presents no cognizable threat of “vertical” anticompetitive effects. Such effects may arise when a transaction increases a vertically integrated firm’s incentive or ability to raise its rivals’ costs, either by withholding distribution from rivals in an upstream content market or by withholding content from rivals in a downstream distribution market.<sup>147</sup> As the Commission has recognized, both theories of vertical foreclosure require (1) that the combined company “possess market power,” and (2) that the proposed “transaction increases the [parties’] incentive and ability to gain from withholding a given input,” *i.e.*, either upstream content or downstream distribution.<sup>148</sup>

---

<sup>145</sup> *News Corp.-Hughes Order* ¶ 69. In this analysis, Applicants apply the framework developed by the Commission in prior merger transactions. The Applicants do not necessarily endorse or adopt all aspects of this framework, in particular with respect to certain market definitions and certain aspects of the competitive effects analysis. The Applicants note some (but not all) disagreements with the Commission’s approach at various points in the following sections. The Commission need not address or resolve these disagreements in order to approve the transaction. To the contrary, if the Commission applies the same analytical framework developed in prior transactions, it should conclude that this transaction creates no risk of plausible public interest harms.

<sup>146</sup> *Id.* (explaining that transactions may present “horizontal” concerns where “they eliminate competition between . . . firms and increase concentration in the relevant markets”).

<sup>147</sup> *See id.* ¶ 78; *see also Adelphia Order* ¶ 115.

<sup>148</sup> *News Corp.-Hughes Order* ¶ 85; *see also* Michael H. Riordan, *Competitive Effects of Vertical Integration*, in *Handbook of Antitrust Economics* 145, 147 (Paolo Buccirossi ed., 2008).

As discussed below, neither prerequisite is met in this instance. Comcast and others have documented at length in connection with the Commission's video competition inquiry the fact that the content and distribution markets implicated by this transaction are highly competitive and dynamic.<sup>149</sup> These markets will remain so following the transaction. With regard to video content, there are now literally hundreds of national cable programming networks and scores of regional networks that compete with each other and with other media to obtain license fees and advertiser revenues – and consumers' attention. With regard to distribution, there is intense competition among MVPDs. Consumers in every geographic area served by Comcast Cable can now choose from two ubiquitous national DBS MVPDs: DirecTV and Dish Network, which are now the second and third largest MVPDs in America, respectively.<sup>150</sup> Bolstered by robust HD offerings, DirecTV and Dish Network continue to add new subscribers at a rapid pace.<sup>151</sup> In addition, Verizon and AT&T, which (along with Google) are by far the largest communications and information companies in the United States,<sup>152</sup> have emerged as strong MVPD competitors.

---

<sup>149</sup> See generally *In the Matter of Annual Assessment of the Status of Competition in the Market for the Delivery of Video Programming*, Thirteenth Annual Report, 24 FCC Rcd 542 (2009).

<sup>150</sup> *Id.* ¶¶ 4, 5 (observing that, in addition to cable service, “almost all consumers are able to obtain programming through . . . at least two DBS providers,” and that the “second and third largest MVPDs are DBS operators”).

<sup>151</sup> See, e.g., Todd Spangler, *DirecTV Pads HD Capacity*, Multichannel News, Jan. 4, 2010 (“DirecTV got out in front of cable on high-definition TV – and it’s looking to keep the lead.”), available at [http://www.multichannel.com/article/442196-DirecTV\\_Pads\\_HD\\_Capacity.php](http://www.multichannel.com/article/442196-DirecTV_Pads_HD_Capacity.php); Press Release, Dish Network, *Dish Network Introduces New National HD Channels* (May 8, 2009) (reporting that Dish Network is “fortifying its HD superiority and bringing its total national HD count to more than 140 channels”), available at <http://dish.client.shareholder.com/releasedetail.cfm?ReleaseID=382837>.

<sup>152</sup> Verizon reported 2008 revenues of \$97.4 billion and a market capitalization of \$103.9 billion. See Verizon Communications Inc., Annual Report (Form 10-K), at 1, 18 (Feb. 24, 2009) (incorporating by reference Verizon Communications, 2008 Annual Report at 13 (2008)). AT&T reported 2008 revenues of \$124.0 billion and a market capitalization of \$198.5 billion. See AT&T Inc., Annual Report (Form 10-K), at 1, 12 (Feb 25, 2009) (incorporating by reference AT&T Inc., 2008 Annual Report at 22 (2008)). Google’s 2008 revenues were \$21.8 billion, but its market capitalization was \$116.7 billion (and has increased significantly since then). See Google Inc., Annual Report (Form 10-K), at 1, 36 (Feb. 13, 2009). By contrast, Comcast had 2008 revenues of \$34.3 billion and a market capitalization of \$54.7 billion. See Comcast Corp., Annual Report (Form 10-K), at 21 (Feb. 20, 2009).



Along with other wireline overbuilders such as RCN and WideOpenWest, Verizon and AT&T have brought a fourth, and sometimes a fifth, MVPD choice to tens of millions of American households.<sup>153</sup> As the U.S. Court of Appeals for the D.C. Circuit recently found, competition among video providers is “ever increasing” and “[c]able operators, therefore, no longer have the bottleneck power over programming that concerned the Congress in 1992.”<sup>154</sup> Moreover, as explained below, the transaction will not enhance the combined firm’s incentives or ability to engage in vertical foreclosure. Accordingly, the proposed transaction will not harm the public interest by diminishing competition. Rather, like most vertical integration, the proposed transaction will lead to substantial benefits for consumers and competition, as explained in Section IV.A above.

Likewise, the transaction will not harm the public interest in localism and diversity. To the contrary, as explained in Section IV.A, the transaction will advance both localism and diversity.

---

<sup>153</sup> AT&T had two million U-verse TV subscribers in December 2009. See Press Release, AT&T Corp., *AT&T U-verse TV Marks 2 Million Customer Milestone* (Dec. 9, 2009), available at <http://www.att.com/gen/press-room?pid=4800&cdvn=news&newsarticleid=30203&mapcode=>. AT&T’s U-verse network passed more than 20 million living units in October 2009. See Press Release, AT&T Corp., *U-verse Update: 3Q09*, available at [http://www.att.com/Common/merger/files/pdf/3Q09\\_U-verseUpdate\\_10.22.pdf](http://www.att.com/Common/merger/files/pdf/3Q09_U-verseUpdate_10.22.pdf).

Verizon FiOS TV had 2.86 million subscribers, and FIOS TV was available to 11.7 million premises, as of Dec. 31, 2009. See Verizon, *Verizon FiOS – Fact Sheet*, at <http://newscenter.verizon.com/kit/fios-symmetrical-internet-service/all-about-fios.html> (last visited Jan. 26, 2010).

According to Pike & Fischer, “From 4Q08 through 2Q09, Verizon and AT&T have collectively netted the majority of new multichannel video subscriptions. . . . [T]he big telephone companies’ entrance into the pay TV market appears to be having a dampening effect on customer loyalty for the more entrenched multichannel video service providers – particularly cable operators.” Scott Sleek, *Telcos Double Share of U.S. Advanced Pay TV Households*, Pike & Fischer (Nov. 23, 2009).

<sup>154</sup> *Comcast Corp. v. FCC*, 579 F.3d 1, 8 (D.C. Cir. 2009).

## B. Relevant Markets

An important part of determining whether the proposed transaction would harm consumer welfare is to assess whether competition from other entities would be sufficient to protect consumers from any purported diminution of competition between Comcast and NBCU. The delineation of relevant markets provides a structure in which to make that assessment, and the Commission has typically commenced its analysis of the potential adverse competitive effects of prior transactions by defining the relevant market(s) in which the applicants operate.<sup>155</sup> Relevant markets are defined along two dimensions: the product market and the geographic market.<sup>156</sup> Assessing whether two goods or services should be included within the same relevant product or geographic market requires an appraisal of the extent to which buyers regard them as substitutes.<sup>157</sup>

In evaluating prior transactions, the Commission (relying upon antitrust precedent) has defined a relevant market “as a product or group of products and a geographic area in which the product or products are produced or sold such that a hypothetical profit-maximizing monopolist would impose at least a ‘small but significant and nontransitory’ increase in price, assuming the terms of sale of all other products are held constant.”<sup>158</sup>

---

<sup>155</sup> *News Corp.-Hughes Order* ¶ 50; *AT&T-Comcast Order* ¶ 42; *Adelphia Order* ¶ 59-60; see also *In the Matter of Application of EchoStar Communications Corporation, (a Nevada Corporation), General Motors Corporation, and Hughes Electronics Corporation (Delaware Corporations) (Transferors) and EchoStar Communications Corporation (a Delaware Corporation) (Transferee)*, Hearing Designation Order, 17 FCC Rcd 20559 ¶ 106 (2002) (“*EchoStar-DirecTV HDO*”). It is important to recognize that market definition is only a means to an end, not an end in itself. This is important because difficulties in market definition can sometimes be an obstacle to sound analysis.

<sup>156</sup> *News Corp.-Hughes Order* ¶ 50; *Adelphia Order* ¶ 59; *EchoStar-DirecTV HDO* ¶ 106.

<sup>157</sup> *News Corp.-Hughes Order* ¶ 50; *Adelphia Order* ¶ 59; *EchoStar-DirecTV HDO* ¶ 106.

<sup>158</sup> *News Corp.-Hughes Order* ¶ 50 (citing *Horizontal Merger Guidelines*, § 1.0).

Under this approach, which is generally consistent with the approach that the federal antitrust agencies apply in evaluating mergers,<sup>159</sup> transactions may raise concerns “when they reduce the availability of substitute choices (*i.e.*, increase market concentration) to the point that the acquiring firm has a significant incentive and ability to engage in anticompetitive actions such as raising prices or reducing output.”<sup>160</sup>

In analyzing prior transactions involving MVPDs, the Commission has generally examined two separate but related product markets: (1) the distribution of programming to consumers (“the distribution market”) and (2) the acquisition of network programming (“the programming market”).<sup>161</sup> The Commission has also examined (in lesser detail) the markets for (3) Internet access and (4) Internet content.<sup>162</sup> The Applicants’ analysis of the proposed transaction follows these precedents.<sup>163</sup>

---

<sup>159</sup> See generally *Horizontal Merger Guidelines* § 1.0.

<sup>160</sup> *Adelphia Order* ¶ 59; *EchoStar-DirecTV HDO* ¶ 97.

<sup>161</sup> See, e.g., *News Corp.-Hughes Order* ¶ 51; *Adelphia Order* ¶ 60.

<sup>162</sup> *AT&T-Comcast Order* ¶¶ 128, 141.

<sup>163</sup> In addition to the markets that the Commission has examined, the Applicants also sell advertising in both national and local geographic markets. In evaluating past transactions involving MVPDs, the Commission has not attempted to define or analyze these markets. Instead, the Commission has focused on post-transaction conduct that could lead MVPDs to pay higher prices for content, which could in turn lead to higher prices for MVPD services, “thus injuring consumers.” *News Corp.-Hughes Order* ¶ 80; see also *id.* ¶¶ 4, 77, 160, 209. Consistent with the approach that the Commission has adopted in evaluating prior transactions, this statement will not address advertising markets in any depth.

The proposed transaction will not, in any event, harm competition in any national or local advertising market. The Applicants are responsible for a very small fraction of national advertising, under any plausible market definition. While the Applicants arguably compete in certain local advertising markets (geographic markets in which NBCU owns and operates an O&O station and Comcast owns a cable system or operates a regional sports networks), the Applicants’ services are not particularly close substitutes, and advertisers in each relevant area have a range of alternatives, including at least seven non-NBCU broadcast stations, as well as radio, newspapers, direct advertising and other media.

## 1. MVPD Services

### a. Product Market

MVPDs include cable operators, DBS providers, and wireline competitors, such as telephone companies (*e.g.*, Verizon and AT&T) and “overbuilders” (*e.g.*, SureWest, RCN, and WideOpenWest). MVPDs acquire programming and offer it to consumers, deriving revenues from subscription fees and often from the sale of advertising time (to the extent they obtain the right to sell it through their carriage agreements).

The Commission has repeatedly found that the relevant product market in which to analyze competition faced by cable operators includes services offered by all MVPDs.<sup>164</sup> This approach is consistent with the approach to product market definition adopted by the federal antitrust agencies.<sup>165</sup> The Commission has expressly rejected arguments that DBS and cable are not part of the same product market.<sup>166</sup> There is no reason for the Commission to adopt a narrower product market definition in this case. It should be noted that the Commission has also concluded that MVPD services and local broadcast television services are *not* part of the same product market. The Commission has reasoned that local broadcast television is not sufficiently substitutable with the services provided by MVPDs to constrain attempted price increases.

---

<sup>164</sup> See, *e.g.*, *Adelphia Order* ¶ 63; *AT&T-Comcast Order* ¶ 89; *AOL-Time Warner Order* ¶¶ 244-45; *In the Matter of Applications for Consent to the Transfer of Control of Licenses and Section 214 Authorizations from Telecommunications, Inc., Transferor to AT&T Corp., Transferee*, Memorandum Opinion and Order, 14 FCC Rcd 3160 ¶ 21 (1999) (“*AT&T-TCI Order*”).

<sup>165</sup> See, *e.g.*, Compl. ¶¶ 24-27, *United States v. EchoStar Commc’ns Corp.*, No. 1:02CV02138 (D.D.C. filed Oct. 31, 2002) (“*DBS Complaint*”).

<sup>166</sup> *Adelphia Order* ¶¶ 62-63; *News Corp.-Hughes Order* ¶¶ 52-53; *Comcast-AT&T Order* ¶ 33; *AOL-Time Warner Order* ¶ 244.

Accordingly, by the Commission's reasoning, local broadcast television is not in the same relevant product market as MVPD services.<sup>167</sup>

b. Geographic Market

In prior transactions, the Commission has concluded that the relevant geographic market for MVPD services is local (typically the franchise area of the local cable operator). The Commission has reasoned that consumers select an MVPD provider based upon the MVPD choices available to them at their residences; consumers "are unlikely to change residences to avoid a small but significant increase in the price of MVPD service."<sup>168</sup> Moreover, to simplify the analysis, the Commission has aggregated consumers that face the same choice in MVPDs into larger relevant geographic markets.<sup>169</sup> Again, there is no reason for the Commission to diverge from its prior approach in this case.

**2. Video Programming**

Cable programming network rights and broadcast television retransmission rights are licensed by content owners to MVPDs. Companies that own cable or broadcast programming networks both produce their own programming and acquire programming produced by others. These companies "package and sell this programming as a network or networks to MVPDs for distribution to consumers."<sup>170</sup> Companies that own broadcast networks distribute their

---

<sup>167</sup> *News Corp.-Hughes Order* ¶ 75; see also *In the Matter of Competition, Rate Deregulation, and the Commission's Policies Relating to the Provision of Cable Television Services*, Report, 5 FCC Rcd 4962 ¶ 69 (1990); *EchoStar-DirecTV HDO* ¶¶ 109-115. This conclusion is consistent with the positions that the federal antitrust agencies have adopted. See, e.g., *DBS Complaint* ¶ 28.

<sup>168</sup> *Adelphia Order* ¶ 64; see *News Corp.-Hughes Order* ¶ 62; *AT&T-Comcast Order* ¶ 90; *EchoStar-DirecTV HDO* ¶ 119.

<sup>169</sup> *Adelphia Order* ¶ 64; *News Corp.-Hughes Order* ¶ 62.

<sup>170</sup> *News Corp.-Hughes Order* ¶ 54; see *Adelphia Order* ¶ 61; *EchoStar-DirecTV HDO* ¶ 248; *AT&T-Comcast Order* ¶ 34; see also *In the Matter of the Commission's Cable Horizontal and Vertical Ownership Limits*, Second Further Notice of Proposed Rulemaking, 20 FCC Rcd 9374 ¶¶ 65-66 (2005).

programming through O&O or affiliated television broadcast stations: “Television broadcast stations affiliated with broadcast networks combine network programming with their own locally originated programming and/or programming secured from other sources to provide over-the-air service.”<sup>171</sup> Television broadcast stations redistribute their programming via cable or DBS pursuant to an election that each station makes of either voluntary commercial negotiations (“retransmission consent”) or mandatory carriage (“must-carry”).<sup>172</sup>

a. Product Market

The video programming market is highly dynamic and diverse and includes a wide array of national, regional, and local content. This market has experienced dramatic growth, and MVPDs today carry hundreds of networks that did not exist a decade ago.<sup>173</sup>

In prior transactions, the Commission has found that markets that include video programming are “differentiated product markets.”<sup>174</sup> According to the Commission, the programming of different networks “differs significantly in terms of characteristics, focus, and subject matter.”<sup>175</sup> This does not mean, however, that it is necessary or appropriate to define a multiplicity of video programming “markets.”<sup>176</sup> To the contrary, video programming offerings

---

<sup>171</sup> *News Corp.-Hughes Order* ¶ 54; *In the Matter of Review of the Commission’s Regulations Governing Television Broadcasting*, Further Notice of Proposed Rulemaking, 10 FCC Rcd 3524 ¶ 48 (1995).

<sup>172</sup> *News Corp.-Hughes Order* ¶ 54.

<sup>173</sup> For instance, there were 565 national programming networks in 2006, as compared to only 68 in 1992. *See* H.R. Rep. No. 102-628 at 41 (1992); Press Release, FCC, *FCC Adopts 13th Annual Report to Congress on Video Competition and Notice of Inquiry for the 14th Annual Report*, at 4 (Nov. 27, 2007), available at [http://hraunfoss.fcc.gov/edocs\\_public/attachmatch/DOC-278454A1.pdf](http://hraunfoss.fcc.gov/edocs_public/attachmatch/DOC-278454A1.pdf).

<sup>174</sup> *News Corp.-Hughes Order* ¶ 59; *Adelphia Order* ¶ 66. According to the Commission, “[d]ifferentiated products are products whose characteristics differ and which are viewed as imperfect substitutes by consumers.” *News Corp.-Hughes Order* ¶ 59 n.206 (citing Dennis W. Carlton & Jeffrey M. Perloff, *Modern Industrial Organization* 281 (2d ed. 1991)).

<sup>175</sup> *Adelphia Order* ¶ 66; *News Corp.-Hughes Order* ¶ 59; *EchoStar-DirecTV HDO* ¶ 250.

<sup>176</sup> *Adelphia Order* ¶ 67; *News Corp.-Hughes Order* ¶ 60.

may compete with each other for MVPD carriage as imperfect substitutes even if they feature highly different genres or subject matters.

In recognition of these characteristics of the video programming markets, the Commission concluded in prior transactions that it was not necessary to define all the possible relevant product markets for video programming networks.<sup>177</sup> The Commission adopted its most narrow and specific video programming market definitions in the *News Corp.-Hughes Order*. There, the Commission separated the programming offered by News Corp. into three categories: “(1) national and non-sports regional cable programming networks; (2) regional sports cable networks; and (3) local broadcast television programming.”<sup>178</sup> Following this precedent, in the *Adelphia* transaction, the Commission evaluated two video programming markets: “(1) national cable programming networks and (2) regional cable networks, particularly regional sports networks.”<sup>179</sup>

There is no need for the Commission to define video programming markets any differently or more narrowly in connection with this transaction. As explained below, however, even if the Commission were to take a narrower approach to video programming market definition, the transaction would raise no competitive concerns.

b. Geographic Market

In prior transactions, the Commission concluded that it was “reasonable to approximate the relevant geographic market for video programming by looking to the area in which the

---

<sup>177</sup> *Adelphia Order* ¶ 67; *News Corp.-Hughes Order* ¶ 60.

<sup>178</sup> *News Corp.-Hughes Order* ¶ 60 (internal citations omitted).

<sup>179</sup> *Adelphia Order* ¶ 67.

program owner is licensing the programming.”<sup>180</sup> Under this approach, the relevant geographic market for national programming networks is at least national in scope, as these networks are generally licensed to MVPDs nationwide.

Under the Commission’s approach, the relevant geographic market for RSNs and other regional networks is regional.<sup>181</sup> Similarly, in the case of retransmission consent rights for local broadcast television programming, the Commission concluded that it is reasonable to use DMAs to approximate the relevant geographic market for each individual broadcast station.<sup>182</sup>

According to the Commission, contracts between broadcast stations and the distributors of programming, as well as FCC regulations and broadcasting technology, limit the extent to which broadcast station signals can be distributed outside of the assigned market area.<sup>183</sup>

There is certainly no reason for the Commission to adopt narrower geographic market definitions in this matter. Under any plausible geographic market definition, there is no reason to conclude that the transaction raises competitive concerns.

### **3. Internet Services – Product and Geographic Markets**

As noted above, Comcast offers a residential HSI service, which serves approximately 15.7 million customers. In earlier transactions, the Commission concluded that residential high-speed Internet services constitute a relevant product market.<sup>184</sup> The Commission concluded that

---

<sup>180</sup> *Adelphia Order* ¶ 68; *see News Corp.-Hughes Order* ¶ 64.

<sup>181</sup> *Adelphia Order* ¶ 68; *AT&T-Comcast Order* ¶¶ 59-60; *News Corp.-Hughes Order* ¶ 66.

<sup>182</sup> *News Corp.-Hughes Order* ¶ 201.

<sup>183</sup> Broadcasters have the right to prevent cable operators from carrying certain programming from the signals of broadcast stations from other markets. *See* 47 C.F.R. §§76.92-76.95 (network non-duplication rule); 47 C.F.R. §§ 76.101-76.110 (syndicated exclusivity rule).

<sup>184</sup> *AOL-Time Warner Order* ¶ 56; *AT&T-Comcast Order* ¶ 128. The Commission has found that the market for high-speed Internet services includes, among other things, Internet access services provided “over coaxial cable



the relevant geographic market for high-speed Internet services is local – just as with MVPD services. The Commission reasoned that a “consumer’s choice of broadband Internet access provider is limited to those companies that offer high-speed Internet access services in his or her area.”<sup>185</sup> There is no reason for the Commission to define a narrower product or geographic market in this transaction.

#### **4. Internet Content – Product and Geographic Markets**

The Commission has never attempted to define a market or markets for Internet content with any precision.<sup>186</sup> Under any plausible market definition, however, an overall market for Internet content would be highly fragmented among numerous content providers, dynamic, and at least national in geographic scope.

Any relevant market(s) for online video distribution would share many characteristics with the market(s) for traditional video programming. Should the Commission attempt to define such market(s), it would be sensible to consider two distinct but related product markets: (1) an upstream market in which video content is licensed to online video distributors, and (2) a downstream market in which these distributors make that video content available to consumers online, whether via streams or downloads. Consumers would access these distributors’ platforms via high-speed Internet service providers (a third market discussed in the preceding section).

The Applicants submit that the Commission need not attempt to define any formal market or markets for Internet content. Nonetheless, should the Commission choose to do so in this

---

in the form of cable modem service offered by cable operators and over copper wires in the form of digital subscriber line (“DSL”) services by local exchange carriers.” *AT&T-Comcast Order* ¶ 128.

<sup>185</sup> *AOL-Time Warner Order* ¶ 74; *AT&T-Comcast Order* ¶ 128.

<sup>186</sup> The most extensive discussion of the Internet content market in the context of merger may be found in *AT&T-Comcast Order* ¶¶ 140-45.

case, as explained in Section VI.C.2 below, there is no plausible basis to conclude that the combination of Comcast and NBCU will appreciably increase concentration in the Internet marketplace.

**C. The Proposed Transaction Presents No “Horizontal” Concerns.**

As discussed below, the proposed transaction presents no “horizontal” competitive concerns. Horizontal concerns, as a general matter, may arise in one of two ways. A merger may diminish competition by increasing the likelihood that firms selling in the relevant market engage in “coordinated interaction” that harms consumers.<sup>187</sup> A merger may also diminish competition, “even if it does not lead to increased likelihood of successful coordinated interaction, because merging firms may find it profitable to alter their behavior unilaterally following the acquisition by elevating price and reducing output”<sup>188</sup> (so-called “unilateral effects”). The proposed transaction will not increase the likelihood of coordinated or unilateral harms. The competitive overlaps between Comcast’s and NBCU’s businesses are extremely limited, and the combined company will continue to face vigorous competition in each market in which the parties’ activities arguably overlap.

In discussing these markets, Applicants supply estimates of the Herfindahl-Hirschman Index (“HHI”), a measure used by the Horizontal Merger Guidelines to assess concentration levels. The Horizontal Merger Guidelines broadly characterize markets with HHIs below 1,000 as unconcentrated, markets with HHIs between 1,000 and 1,800 as moderately concentrated, and markets with HHIs above 1,800 as highly concentrated. As a threshold test, mergers are unlikely to have adverse competitive effects and ordinarily require no further analysis if they (1) result in

---

<sup>187</sup> See *Horizontal Merger Guidelines* § 2.1.

<sup>188</sup> *Id.* § 2.2.

unconcentrated markets; (2) produce an increase in the HHI of less than 100 points in moderately concentrated markets; or (3) produce an increase in the HHI of less than 50 points in a highly concentrated market.<sup>189</sup> Transactions falling outside these safe harbors are not necessarily anticompetitive, but may require further analysis to assess their pro- or anticompetitive effects.<sup>190</sup>

## **1. Limited Cable Network Overlap**

The proposed transaction will not materially increase concentration in the market for video programming supplied to MVPDs under any plausible market definition.

If the relevant product market comprises all national cable network programming, the proposed transaction will not result in a significant increase in concentration, given Comcast's limited national programming assets.<sup>191</sup> Comcast's national cable networks account in the aggregate for only approximately three percent of overall cable network advertising and affiliate

---

<sup>189</sup> See *id.* §§ 1.5, 1.51.

<sup>190</sup> See, e.g., *id.* § 1.5. It bears emphasis that HHIs are only a threshold measure for eliminating potential areas of concern. A transaction is not necessarily anticompetitive because it falls outside the HHI safe harbors described above; it may require additional analysis. See, e.g., *News Corp.-Hughes Order* ¶¶ 276, 282 (concluding that “the MVPD market has been and will remain fiercely competitive” notwithstanding EchoStar’s HHI-based contentions). Additionally, the federal antitrust agencies have routinely approved mergers that significantly exceed the HHI thresholds described above – leading many to propose revisions to or de-emphasis of these standards. See Comments of the ABA Section of Antitrust Law Regarding the Federal Trade Commission and Department of Justice Horizontal Merger Review Project, Project No. P092900, at 1 (Nov. 9, 2009), *available at* <http://www.ftc.gov/os/comments/horizontalmergerguides/545095-00010.pdf> (recommending that the HHI thresholds be increased to reflect more accurately the actual practice of the federal antitrust agencies, which “rarely challenge transactions where HHI levels are below 2500,”); *id.* at 18 (recommending that the Guidelines “clarify that . . . HHI calculations serve primarily as a screening tool for the agency at the outset of a merger inquiry, and that they are used as one indicator to the agency that a merger may warrant more in-depth investigation, but are not, standing alone, a sufficient demonstration of the competitive effects of a potential transaction to justify challenging a transaction”). The antitrust authorities are currently evaluating whether to change the role of HHIs in the Horizontal Merger Guidelines. See Federal Trade Commission & U.S. Department of Justice, *Horizontal Merger Guidelines: Questions for Public Comment* (Sept. 22, 2009), *available at* <http://www.ftc.gov/bc/workshops/hmg/hmg-questions.pdf>.

<sup>191</sup> Even if broadcast networks were included in the relevant market definition, this would not affect the horizontal analysis of the proposed transaction. As Comcast does not own any broadcast networks, the proposed transaction will not increase concentration in markets in which broadcast networks are licensed.

revenues,<sup>192</sup> and none of Comcast's national cable networks ranks among the top 30 national cable networks – either by viewership or by total revenue.<sup>193</sup> As a result, the proposed transaction will result in only a modest increase in NBCU's share of overall national cable network advertising and affiliate revenues – from approximately nine percent to 12 percent – and leave the contours of the competitive landscape unchanged.<sup>194</sup> As shown in the chart below, the national cable network market is populated by a large number of dispersed competitors. Following the proposed transaction, the company will rank as the fourth largest owner of national cable networks, behind Disney/ABC, Time Warner, and Viacom – the same rank that NBCU has today.

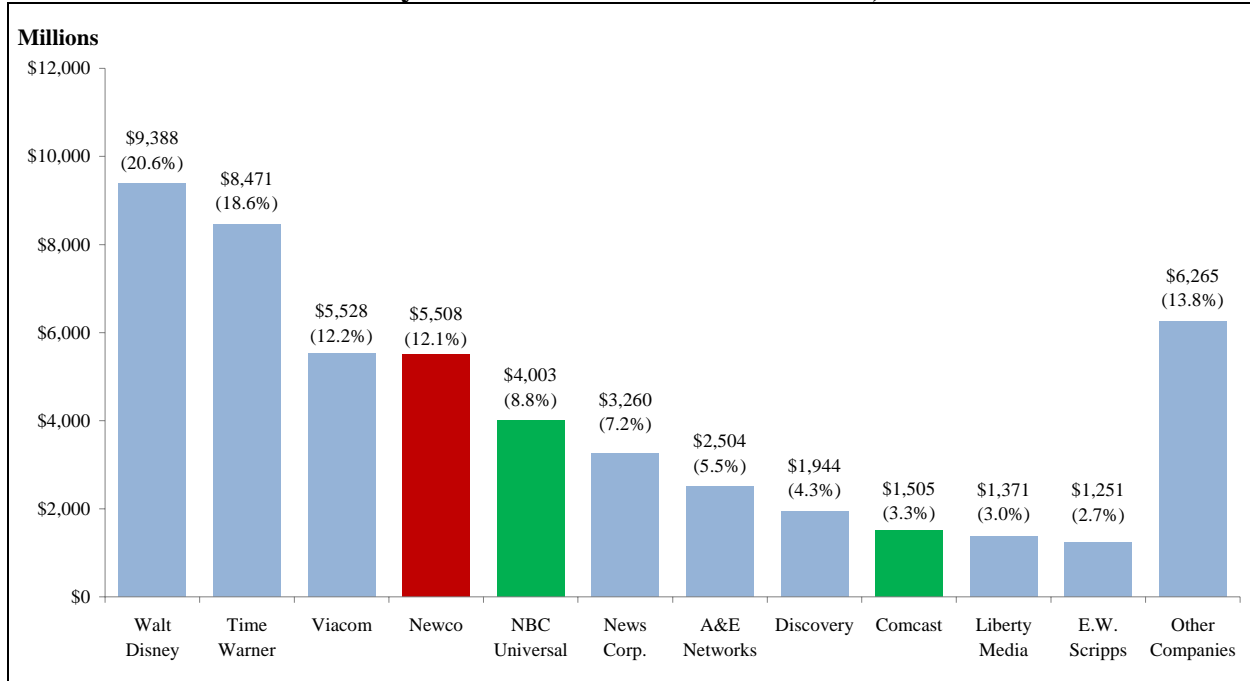
---

<sup>192</sup> SNL Kagan Cable Network Ownership Data, Economics of Basic Cable Networks, 2009 Edition.

<sup>193</sup> *Id.*

<sup>194</sup> *Id.*

### Top 10 National Cable Owners by Majority and Wholly-Owned Network Total Revenues, 2009



*Notes:* Includes all basic cable and pay networks listed by Kagan. “Other Companies” includes networks belonging to owners not in the Top 10 and networks with no clear majority owner. Total revenue equals net advertising plus affiliate fee revenue. Data excludes all RSNs.

*Sources:* Estimates by SNL Kagan; SNL Kagan Cable Network Ownership Data, Economics of Basic Cable Networks, 2009 Edition.

The post-transaction HHI in the market for national cable network programming will be only 1202, and the transaction will produce an increase in HHI of only 58.<sup>195</sup> The transaction is therefore unlikely to have adverse competitive effects.<sup>196</sup>

<sup>195</sup> Even if the assumptions on which these share calculations are based are varied, the HHI results change very little, in all instances falling well within the Horizontal Merger Guidelines’ safe-harbor provisions. For instance, substituting the Applicants’ internal revenue data for SNL Kagan’s estimates of their revenues yields a post-transaction HHI of 1203 with an increase of 49. Similarly, if each network’s revenues were allocated among the network’s owners by their percent ownership, the post-transaction HHI would be 1190 with an increase of 66.

<sup>196</sup> *Horizontal Merger Guidelines* § 1.51(b) (“Mergers producing an increase in the HHI of less than 100 points in moderately concentrated markets post-merger are unlikely to have adverse competitive consequences and ordinarily require no further analysis.”).

## 2. Limited Internet content overlap

### a. Video Content

The transaction will also not result in any meaningful increase in horizontal concentration in the market for Internet content. For simplicity, the Applicants' Internet content businesses can be divided into three categories:

- Joint Venture ("JV") Internet Products: Fandango, DailyCandy, iVillage and sites affiliated with the parties' broadcast and cable networks;
- Comcast Internet Products: Internet products that Comcast will *not* contribute to the joint venture, namely, Comcast.net, Fancast.com, and Fancast Xfinity TV; and
- Minority Investments: various minority and non-controlling investments including a 32 percent interest in Hulu.<sup>197</sup>

If the Applicants' Internet products are deemed to compete with one another in a relevant market encompassing all Internet content, the proposed transaction would not result in a significant increase in horizontal concentration. The products above account for only a minimal portion of Internet content and Internet advertising revenues: 0.3 percent of total daily unique pages viewed and only 1.6 percent of total Internet advertising revenue.<sup>198</sup>

Likewise, the proposed transaction will not materially increase concentration in a hypothetical market for online video distribution. As is shown on the chart below, any such "online video" market is highly fragmented among numerous online video distributors and will remain so following the proposed transaction. Indeed, to the extent that any one company maintains a substantial advantage in attracting online video viewers, that company is Google –

---

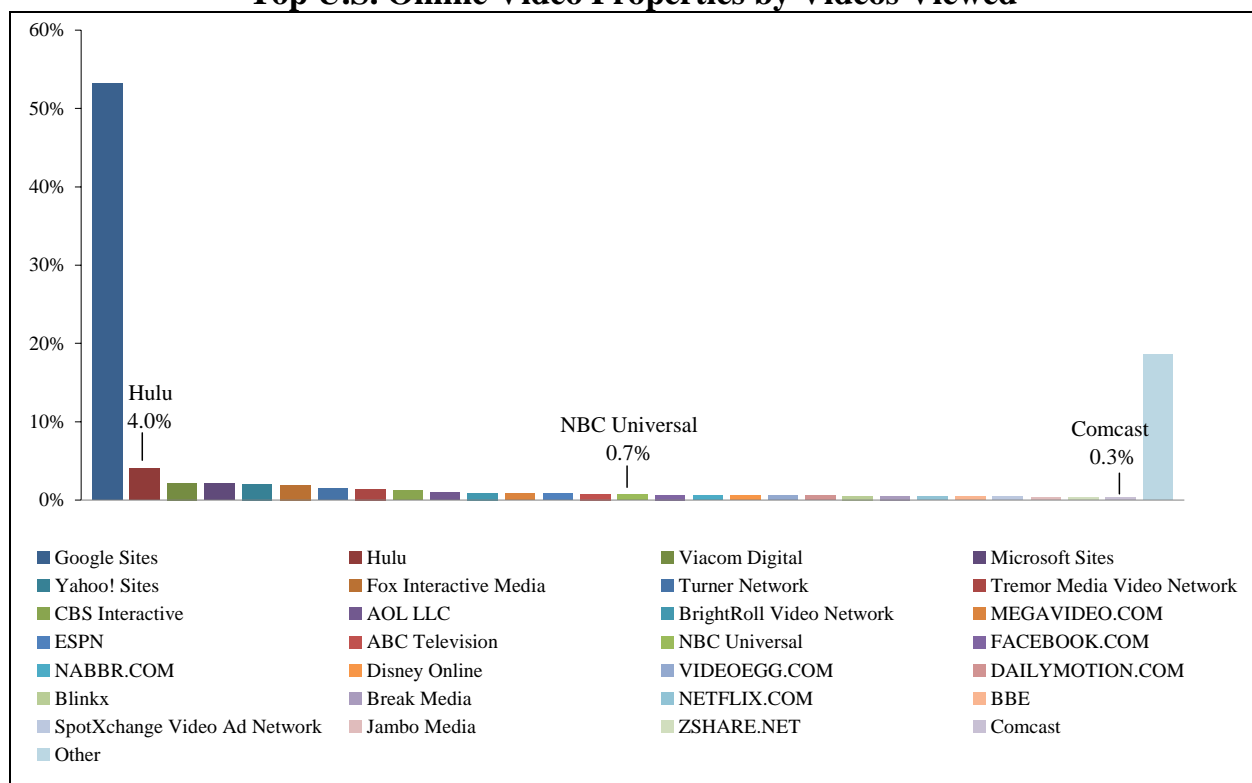
<sup>197</sup> Other minority investments include a 25 percent interest in weather.com and a 50 percent non-managing interest in msnbc.com.

<sup>198</sup> See comScore, Media Metrix Report, November 2009, *available at* <http://www.comscore.com/>; comScore, Ad Metrix report, October 2009, *available at* <http://www.comscore.com/>.

not Comcast or NBCU.<sup>199</sup> Moreover, the online video marketplace is highly dynamic, and market shares, however measured, are likely to change substantially, both as new competitors emerge and as existing competitors expand and improve their offerings.

Comcast's online video properties account for only 0.3 percent of videos viewed online; online video properties controlled by NBCU account for 0.7 percent of videos viewed; and Hulu accounts for approximately 4.0 percent of videos viewed.<sup>200</sup>

**Top U.S. Online Video Properties by Videos Viewed**



\*Rankings based on video content sites. Online video includes both streaming and progressive download video.  
Source: comScore, Media Metrix Report, November 2009. These estimates exclude adult video content.

<sup>199</sup> Nikesh Arora, Google's President of Global Sales, recently commented on the market leadership of Google's YouTube site and notes that the emergence of other successful online video distributors will produce benefits: "I don't think YouTube is going to be the only player in the online video space, and you already have a bunch of other players. So if you can have a few strong players in the market and you can see multiple instances of success, it actually will encourage more advertisers to play in that space and it probably will encourage more online content out there, faster." *Views on Comcast: NBC Universal from Media Execs*, Reuters, Dec. 4, 2009, available at <http://www.reuters.com/article/idUSTRE5B25ZV20091204>.

<sup>200</sup> See comScore, Media Metrix Report, November 2009, available at <http://www.comscore.com/>. All references to online video in this section exclude adult video.

Hulu's percentage should not – under applicable antitrust principles – be attributed to the combined company, since the new firm will hold only a minority, non-controlling interest in Hulu. Nevertheless, even if 100 percent of videos viewed on any online property in which either Comcast or NBCU holds an equity interest (controlling or otherwise) were attributed to the combined company, the company would account for just over 5.0 percent of the market for online video distribution.<sup>201</sup> Moreover, the combined company would continue to face competition in this market from numerous websites, most notably YouTube and other sites controlled by Google, which account for nearly 55 percent of online videos viewed.<sup>202</sup>

Even if the relevant market were more narrowly defined to include only websites that stream or download “professional” video content,<sup>203</sup> the proposed transaction would not result in a significant increase in concentration.

---

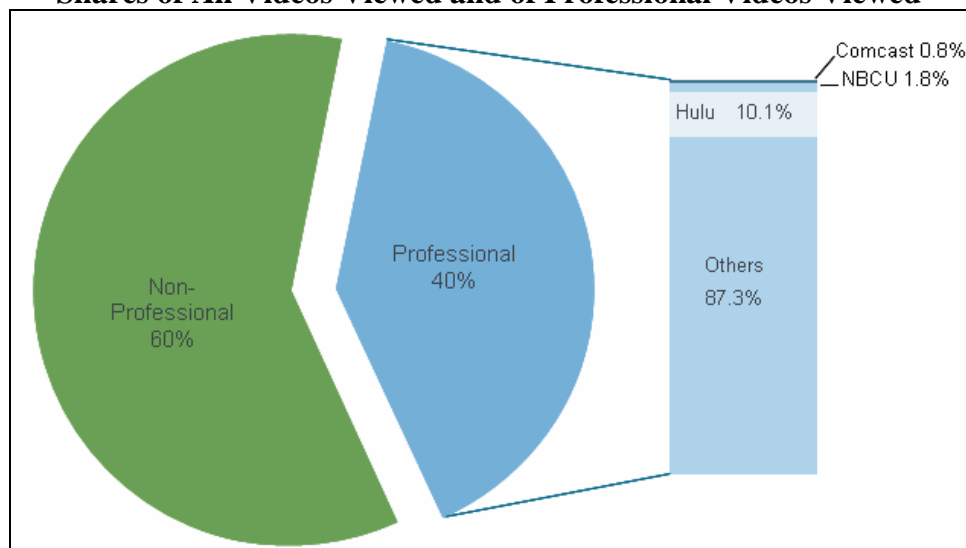
<sup>201</sup> This figure substantially overstates the combined company's market share, insofar as the combined company will hold only a non-controlling minority interest in Hulu. Hulu is and will remain operated by an independent management team. The combined company's governance rights with respect to Hulu, like NBCU's governance rights today, will be limited. Hulu now sells advertising (its only revenue source) in competition with its media member owners (NBCU, Disney, and Fox). Following the proposed transaction, Hulu will continue to sell advertising in competition with the combined company and with a large number of other online video sites.

<sup>202</sup> See comScore, Media Metrix Report, November 2009, *available at* <http://www.comscore.com/>.

<sup>203</sup> “Professional” video is “[c]ontent that is usually created or produced by media and entertainment companies using professional-grade equipment, talent, and production crews that hold or maintain the rights for distribution and syndication.” Internet Advertising Bureau, IAB Long Form Video Overview, at 6, *available at* <http://www.iab.net/media/file/long-form-video-final.pdf>.



### Shares of All Videos Viewed and of Professional Videos Viewed



\*Rankings based on video content sites. Online video includes both streaming and progressive download video.  
 Source: comScore, Media Metrix Report, November 2009. These estimates exclude adult video content.

As shown on the chart above, Comcast’s properties account for less than 1 percent, NBCU’s properties for less than 2 percent, and Hulu for approximately 10 percent of such a market by number of “professional” videos viewed.<sup>204</sup> Post-transaction, the parties’ competitors would continue to account for nearly ninety percent of professional video content viewed online. These competitors include Veoh.com, Sling.com, and CBS’s TV.com. The transaction would produce an HHI increase of only 2.9 in a market for online distribution of “professional” video content (19.2 if Hulu is included among NBCU’s properties) – in either instance well within the Horizontal Merger Guidelines’ safe harbors for concluding that a transaction is unlikely to have adverse competitive effects and requires no further analysis. Even these HHI measures overstate the effects of the transaction; as noted by Comcast’s Chief Operating Officer Stephen B. Burke

<sup>204</sup> See comScore, Media Metrix Report, November 2009, available at <http://www.comscore.com/>.

on the day the proposed transaction was announced, Comcast's TV Everywhere online platform and Hulu are more complementary than competitive services.<sup>205</sup>

Furthermore, defining a relevant market and determining concentration levels are simply initial steps in assessing the likelihood of horizontal anticompetitive effects.<sup>206</sup> Other factors are also of critical concern, including "whether entry would be timely, likely and sufficient either to deter or to counteract the competitive effects of concern."<sup>207</sup> Here, consideration of these factors reinforces the conclusion that the proposed transaction will not lead to any horizontal anticompetitive effects in a hypothetical market for online distribution of "professional" video content. No significant barriers prevent other entrants – especially content providers, MVPDs, and websites now distributing predominantly user-generated video content – from developing and offering similar services. Several third parties – including Akamai Technologies, Limelight Networks, and AT&T – now offer the technological infrastructure required to distribute video over the Internet.<sup>208</sup> Indeed, Hulu itself relies on third parties for key components of its own

---

<sup>205</sup> "Right now, NBC Universal is distributing a lot of their broadcast content on Hulu, and they have been quite careful not to put too much of their paid-for-cable content out for free over the Internet. We think both those strategies are smart and appropriate – not that they asked us – and we would see after the deal closing, lots of broadcast content going to Hulu and being available for free, and cable content that cable customers pay for, that cable companies and satellite companies and telcos pay for, being on TV Everywhere. So really I think in a way Hulu and TV Everywhere are complementary products, and I think right now, the way NBC Universal are managing those two ways of distributing are very similar to the way we would want to do it when the two companies come together." Comcast Investor Call Transcript, at 21 (Dec. 3, 2009), *available at* [http://www.nbcutransaction.com/pdfs/Comcast\\_Transcript%2012.3.09.pdf](http://www.nbcutransaction.com/pdfs/Comcast_Transcript%2012.3.09.pdf).

<sup>206</sup> *See Horizontal Merger Guidelines* § 0.2.

<sup>207</sup> *Id.*

<sup>208</sup> *See, e.g.,* John Dobosz, *Shining a Light on Content*, *Forbes*, Sept. 7, 2009, *available at* <http://www.forbes.com/forbes/2009/0907/makers-breakers-limelight-networks-shining-light-on-content.html>.

technological infrastructure, including Akamai, which manages Hulu's content delivery networks, and Adobe Systems, which provides Hulu's video player platform.<sup>209</sup>

Availability of professional video content for online distribution likewise does not constitute a barrier that places new entrants at a disadvantage relative to incumbent online video distributors. Several online video distributors have reached agreements to license broadcast programming content and library content for online distribution.<sup>210</sup> Netflix, for instance, recently announced that it had reached agreement with Disney-ABC Television Group to make several ABC primetime series – including the first five seasons of *Lost* – available over the video-rental company's Internet-streaming site.<sup>211</sup> Netflix previously announced similar agreements with CBS, Starz Entertainment, MTV Networks, Showtime Networks, Discovery Communications and A&E.<sup>212</sup> Other online video distributors, such as Veoh and Google, have reached similar deals to make broadcast and library content available online.<sup>213</sup> There is no reason to believe that new

---

<sup>209</sup> See generally Hulu, Technical Issues, at [http://www.hulu.com/support/technical\\_faq](http://www.hulu.com/support/technical_faq) (last visited Jan. 26, 2010); Jan Ozer, *Special Delivery: High-Def Video*, Streamingmedia.com, Feb. 15, 2008, at <http://www.streamingmedia.com/article.asp?id=10114&page=2&c=31>.

<sup>210</sup> As discussed below, see *infra* note 214 and accompanying text, online video distributors have not reached similar agreements to distribute premium video content. Concerns over whether online advertising revenues can support the creative infrastructure needed to produce premium video content have made producers of professional video content reluctant to make available for online distribution premium video content that they make available to subscribers of MVPD service. Content producers' reluctance to license premium video content for online distribution, however, affects new entrants and incumbent video distributors alike, and does not place the former at a disadvantage to the latter.

<sup>211</sup> See Rory Maher, *Netflix Cuts Deal With ABC To Stream 'Lost', 'Grey's Anatomy'*, The Business Insider, Aug. 3, 2009, available at <http://www.businessinsider.com/netflix-inks-deal-with-disney-abc-to-stream-popular-tv-shows-2009-8>.

<sup>212</sup> Todd Spangler, *Disney, CBS May Bite On Apple TV Service: Reports*, Multichannel News, Dec. 22, 2009, available at [http://www.multichannel.com/article/441451-Disney\\_CBS\\_May\\_Bite\\_On\\_Apple\\_TV\\_Service\\_Reports.php](http://www.multichannel.com/article/441451-Disney_CBS_May_Bite_On_Apple_TV_Service_Reports.php).

<sup>213</sup> See, e.g., Todd Spangler, *Cutting the Box Open*, Multichannel News, Jan. 13, 2008 (noting that Viacom reached an agreement with Veoh to distribute certain programming online), available at [http://www.multichannel.com/article/89639-Cutting\\_the\\_Box\\_Open.php](http://www.multichannel.com/article/89639-Cutting_the_Box_Open.php); Todd Spangler, *ABC, ESPN Syndicate Video To Veoh*, Multichannel News, June 23, 2008, available at [http://www.multichannel.com/article/133743-ABC\\_ESPN\\_Syndicate\\_Video\\_To\\_Veoh.php](http://www.multichannel.com/article/133743-ABC_ESPN_Syndicate_Video_To_Veoh.php); Alex Weprin, *Disney-ABC, ESPN Ink Deal With YouTube*,

entrants will be unable to negotiate similar agreements and provide offerings competitive with those of incumbent online video distributors.

b. Online and MVPD Video Distribution

In addition, there is no basis to conclude that the proposed transaction will increase concentration in the future by curtailing “potential competition” between NBCU’s online video distribution business and Comcast’s MVPD business. Currently, online video does not compete directly with MVPD service. The video content that online distributors now provide is far more limited than the video content that Comcast Cable and other MVPDs provide to their subscribers.<sup>214</sup> As a result, few consumers regard online video as a close substitute for MVPD service, and would therefore consider “cutting the cord.”<sup>215</sup> Indeed, online video distribution is presently incremental and complementary to Comcast’s cable business. Many who view television programs online do so to catch-up on missed episodes or to discover and sample new

---

Broadcasting & Cable, Mar. 30, 2009, *available at* [http://www.broadcastingcable.com/article/190938-Disney\\_ABC\\_ESPN\\_Ink\\_Deal\\_With\\_YouTube.php](http://www.broadcastingcable.com/article/190938-Disney_ABC_ESPN_Ink_Deal_With_YouTube.php).

<sup>214</sup> Most online video distributors rely on a free, advertising-supported business model; moreover, video content, when shown online, includes fewer minutes of advertising than when the same video content is shown on over-the-air broadcast television or on an MVPD service. Will Richmond, *Online Video Creates New Complexities for TV Executives*, Online Media Daily, Oct. 6, 2009, *available at* [http://www.mediapost.com/publications/?fa=Articles.showArticle&art\\_aid=114918](http://www.mediapost.com/publications/?fa=Articles.showArticle&art_aid=114918). As a result, when a program is shown online, the program producer generates only a fraction of the revenue per viewer per program than when the same program is shown over-the-air or on an MVPD service. *See id.* (estimating that, when a program is shown online, broadcast networks generate only 20-25 percent of the revenue per viewer per program as they do when the same program is viewed over-the-air). Producers of cable network television, whose business models rely on advertising revenues and affiliate fees paid by MVPDs, have been understandably reluctant to make their programs available for free online, lest they jeopardize these sources of revenue. *See id.* (noting that MVPD subscribers are unwilling to pay higher bills to pay for content that is available for free online).

<sup>215</sup> A survey of 1,250 households nationwide found that only three percent of all adults online strongly agreed that they would consider disconnecting their MVPD service to watch video online, down from four percent of adults online who responded to a similar survey the prior year. *See* Press Release, Leichtman Research Group, *Online Video Usage Continues to Grow* (Feb. 23, 2009), *available at* <http://www.leichtmanresearch.com/press/022309release.html>; *see also* *Web Play: Why Cable’s Not Running from Online Video*, CableFax Daily, Mar. 2, 2009 (quoting Sanford Bernstein analyst Craig Moffett as saying “[v]ideo cord cutting . . . remains the province of urban myth”), *at* <http://www.cablefax.com/cfp/cfax/ops/34306.html>.

fare that is also available through their cable service.<sup>216</sup> According to a December 2009 Nielsen report, television viewing remained at a seasonal all-time high (with the average television viewer watching more than 140 hours of television per month), even as online video viewing grew (with the average online video viewer watching 3.5 hours of online video per month).<sup>217</sup> Given these facts, to adopt a market definition that encompasses both Comcast's MVPD business and NBCU's online video distribution assets would be inconsistent with, among other things, the Commission's recognition that cable distribution and over-the-air broadcast distribution are in separate product markets.<sup>218</sup>

It would also be inappropriate for the Commission to impose any conditions on the transaction based on the possibility that online video distributors might one day emerge as direct competitors to Comcast's terrestrial cable business.<sup>219</sup> *First*, this possibility is entirely speculative. Online video and MVPD service are at present complementary, not competitive.

---

<sup>216</sup> See *Web Play: Why Cable's Not Running from Online Video*, CableFax Daily, Mar. 2, 2009 (reporting that "TV viewing continues to rise in tandem with Internet video viewing"), at <http://www.cablefax.com/cfp/cfax/ops/34306.html>; Richmond, *supra* note 214 (reporting that "Hulu and broadcast networks' own sites have become popular destinations for viewers looking to catch up on missed episodes, as well as easily sample new programs and browse older fare").

<sup>217</sup> See The Nielsen Company, *Television, Internet, and Mobile Usage in the U.S.: A2/M2 Three Screen Report* (Dec. 18, 2009).

<sup>218</sup> See *News Corp.-Hughes Order* ¶ 75 (citing *In the Matter of Competition, Rate Deregulation, and the Commission's Policies Relating to the Provision of Cable Television Services*, 5 FCC Rcd 4962 ¶ 69 (1990)); see also *In the Matter of Implementation of Section 3 of the Cable Television Consumer Protection and Competition Act of 1992*, Report on Cable Industry Prices, 24 FCC Rcd 259 App. B ¶ 1 n.20 (2009) (finding that the MVPD product market consists of cable, cable overbuilders, and direct broadcast satellite, but not over-the-air broadcast). The Commission and the federal antitrust agencies have based their determination that cable distribution and over-the-air broadcast distribution are in separate product markets on their recognition that "[s]tandard over-the-air broadcast television does not include the variety of programming services that are available to MVPD subscribers: it does not provide nearly the number of channels; it does not provide access to popular services such as ESPN, CNN, TNT; and it does not permit access to premium services such as HBO or Showtime." *DBS Complaint* ¶ 28.

<sup>219</sup> See generally Statement of the Federal Trade Commission Concerning Google/DoubleClick, FTC File No. 071-0170, at 13 (Dec. 11, 2007) (observing that "[a]ccounting for the dynamic nature of an industry requires solid grounding in facts and the careful application of tested antitrust analysis," and holding that where "the evidence [does] not support the theories of potential competitive harm, there [is] no basis on which to seek to impose conditions on [a] merger"), available at <http://www.ftc.gov/os/caselist/0710170/071220statement.pdf>.

No online video distributor provides the breadth of high-quality content that MVPDs provide to their subscribers, nor has any sustainable online-only multichannel business model emerged that is attractive both to consumers and to content providers.

*Second*, if such a business model were to emerge, neither NBCU nor Hulu would be uniquely capable of pursuing this business model. As discussed above, Applicants together account for only a minimal share (approximately five percent) of online video distribution, even if 100 percent of Hulu’s share is attributed to Applicants. It follows that, if such a business model were to emerge, numerous other firms – including incumbent online video firms such as Apple, Google, and Netflix – would be fully capable of implementing such a service. Given the large number of potential entrants, it would be inappropriate to impose any conditions on a single potential entrant based on speculation that it might one day pursue an as-yet-nonexistent business model.

*Third*, as explained in Section VI.D.4 below, the combined firm will lack the ability or incentive to prevent or forestall the emergence of such a business model – if it is financially viable.

### **3. No Cable System/Broadcast Station Competition Issue**

Comcast owns cable systems in several regions in which NBCU owns and operates local broadcast stations.<sup>220</sup> This cable system/broadcast station “overlap,” however, will not adversely affect competition in any relevant market.<sup>221</sup>

---

<sup>220</sup> Specifically, NBCU owns and operates NBC and/or Telemundo broadcast stations in Boston, Chicago, Denver, Fresno-Visalia, Hartford-New Haven, Houston, Miami-Ft. Lauderdale, New York, Philadelphia, San Francisco-Oakland-San Jose, Tucson, and Washington, D.C.

<sup>221</sup> As noted above, the Commission repealed its cable/broadcast cross-ownership rule in the face of a judicial determination that the Commission’s justifications for the rule were unpersuasive given the then-current state of competition.

*First*, the Commission has repeatedly concluded that cable systems and broadcast stations are not within the same relevant product market. According to the Commission, “broadcast television is not sufficiently substitutable with the services provided by MVPDs to constrain attempted MVPD price increases, and hence, is not in the same relevant product market.”<sup>222</sup> The closest competitors of MVPDs are other MVPDs. For this reason, in the *News Corp.-Hughes Order*, the Commission concluded that a transaction that would combine News Corp.’s Fox broadcast stations and DirecTV’s MVPD business did “not present horizontal combination issues.”<sup>223</sup>

*Second*, even if the Commission were to deem NBCU’s broadcast stations and Comcast’s cable systems competitors, the proposed transaction would not reduce competition or diversity among video services available to consumers. In each metropolitan area in which Comcast’s cable systems and NBCU’s owned-and-operated stations “overlap,” consumers would enjoy many alternatives, including at least seven non-NBCU broadcast stations as well as other media, including radio.

#### **4. No Issues for Theme Parks or Movie Studios**

The remaining NBCU businesses (principally theme parks and a movie studio) have no parallels at Comcast. As noted above, Comcast is a minority owner in a joint venture that owns MGM, but does not control this venture, has limited veto rights, and has no directors on the MGM Board.<sup>224</sup> Comcast acquired its equity stake in MGM primarily to gain access to studio movie content for Comcast’s VOD service. As discussed earlier, this transaction illustrates the

---

<sup>222</sup> *News Corp.-Hughes Order* ¶ 75.

<sup>223</sup> *Id.*

<sup>224</sup> These limited veto rights are further described above in Section II.

ability of vertical transactions to spur the launch of new products and services. Even if Comcast were deemed to “control” 100 percent of MGM, the combination of Universal’s 8.2 percent share and MGM’s share of less than 1.5 percent gross-revenue share (for 2009) would not materially increase horizontal concentration in the movie studio industry.<sup>225</sup>

**D. There Is No Risk That the Transaction Will Facilitate “Foreclosure” or Other Exclusionary Conduct.**

Given the very limited “horizontal” overlaps in the parties’ businesses, and Comcast’s principal business as an MVPD, it is clear that the proposed transaction is essentially a “vertical” transaction. As the Commission has concluded, “vertical integration is less likely than horizontal integration to have anticompetitive effects.”<sup>226</sup> This is so because “vertical transactions, standing alone, do not directly reduce the number of competitors in either the upstream or downstream markets.”<sup>227</sup> In addition, the Commission has explained that vertical mergers “may generate significant efficiencies,” such as “reduc[ing] transaction costs, limit[ing] free-riding by internalizing incentives, and tak[ing] advantage of technological economies.”<sup>228</sup> Christine A. Varney, the current Assistant Attorney General of the Antitrust Division, has explained that “[v]ertical integration can lower transaction costs, lead to synergistic improvements in design,

---

<sup>225</sup> See Box Office Mojo, Studio Market Share 2009, at <http://www.boxofficemojo.com/studio/?view=company&view2=yearly&yr=2009&p=.htm> (last visited Jan. 26, 2010).

<sup>226</sup> *News Corp.-Hughes Order* ¶ 360. This conclusion is consistent with the conclusion that most economists have reached. See, e.g., David Reiffen & Michael Vita, *Comment: Is There New Thinking on Vertical Mergers?*, 63 Antitrust L.J. 917 (1995).

<sup>227</sup> *Adelphia Order* ¶ 71.

<sup>228</sup> *News Corp.-Hughes Order* ¶ 70 (citing W. Kip Viscusi, John M. Vernon & Joseph E. Harrington, Jr., *Economics of Regulation and Antitrust* 219-21 (3d ed. 2000)); Michael H. Riordan & Steven C. Salop, *Evaluating Vertical Mergers: A Post-Chicago Approach*, 63 Antitrust L.J. 513, 523-26 (1995); see also *Adelphia Order* ¶ 71.



production and distribution of the final output product and thus enhance competition.

Consequently, most vertical arrangements raise few competitive concerns.”<sup>229</sup>

This transaction is no different: In the dynamic and highly competitive media business, the combined company will continue to have strong incentives to distribute a broad range of unaffiliated content to consumers via television, the Internet, and other media. The combined company will likewise have strong incentives to make its own content available to consumers through both its own and competing distribution vehicles.

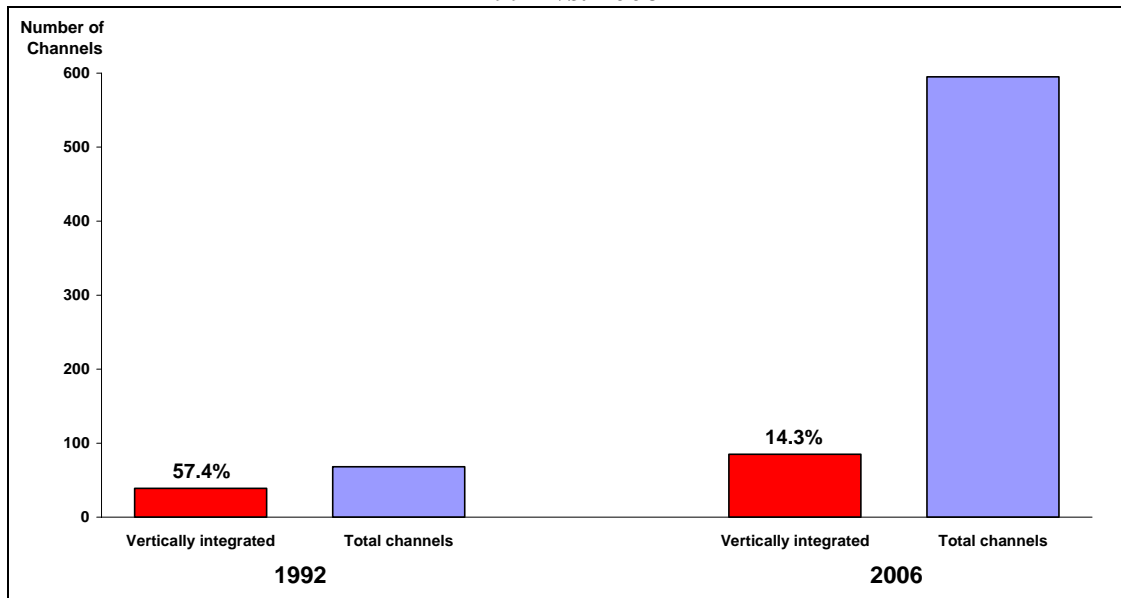
It also bears noting that the present transaction will not accelerate any trend toward greater vertical integration in the media business. Contrary to the claims of some, there has been no such trend. In fact, vertical integration has been *declining* in the media business. In 2006, only 15 percent of 565 national programming networks were vertically integrated (as compared to 57 percent of 68 national programming networks in 1992).<sup>230</sup>

---

<sup>229</sup> See Christine A. Varney, FTC, Remarks, *Vertical Merger Enforcement Challenges at the FTC*, Practising Law Institute, San Francisco, CA (July 17, 1995), available at <http://www.ftc.gov/speeches/varney/varta.htm>. Numerous empirical economic studies have confirmed that most vertical mergers are procompetitive. See Lafontaine & Slade, *supra* note 110 (surveying empirical studies and concluding that “[t]he data appear to be telling us that efficiency considerations overwhelm anticompetitive motives in most contexts”). This is consistent with empirical economics literature that shows that many vertical restraints increase efficiency and benefit competition and consumers. See, e.g., James Cooper, Luke Froeb, Daniel O’Brien, & Michael Vita, *Vertical Restrictions and Antitrust Policy: What About the Evidence?*, 1(2) Competition Pol’y Int’l 45, 55-58 (2005).

<sup>230</sup> See H.R. Rep. No. 102-628 at 41 (1992); Press Release, FCC, *FCC Adopts 13th Annual Report to Congress on Video Competition and Notice of Inquiry for the 14th Annual Report*, at 4 (Nov. 27, 2007), available at [http://hraunfoss.fcc.gov/edocs\\_public/attachmatch/DOC-278454A1.pdf](http://hraunfoss.fcc.gov/edocs_public/attachmatch/DOC-278454A1.pdf).

### Vertical Integration of National Programming Networks: 1992 vs. 2006



*Source: H.R. Rep. No. 102-628 at 41; Press Release, FCC Adopts 13th Annual Report to Congress on Video Competition and Notice of Inquiry for the 13th Annual Report, at 4 (Nov. 27, 2007).*

Since 2006, vertical integration has further declined in the media business: Within the last three years, Time Warner Cable has separated from Time Warner, Inc., and DirecTV has separated from News Corp. Following the transaction, the vast majority of video and Internet content will continue to be owned by firms that have no MVPD or HSI services.

#### 1. Overview of Vertical Issues

In limited instances, a vertical transaction may give rise to competitive concerns. Harm arises when one division of a vertically integrated firm refuses to enter into an otherwise profitable and efficient transaction with another firm because the integrated firm wants to weaken the competition its other division faces. Such a strategy can be profitable only if the refusal to deal significantly weakens the independent competitor and that weakening leads to gains for the integrated firm's other division. Typically, the integrated firm would have to have significant market power in both the upstream and downstream markets in order for this to hold. Moreover, there would have to be a high rate of diversion (or "diversion ratio") from the

weakened competitor to the integrated firm's division in order to render this strategy profitable.<sup>231</sup>

In evaluating past media transactions, the Commission has considered two principal theories of vertical anticompetitive harm. The first posits that a vertically integrated MVPD might deny or otherwise disfavor carriage of content owned by other companies that compete with the distributor's own content in order to benefit that content.<sup>232</sup> The second posits that a vertically integrated MVPD might refuse to license or might charge a higher price for key "must-have" content to competing MVPDs in order to induce customers to switch from competing MVPDs to the vertically integrated MVPD.<sup>233</sup>

The Commission has recognized that each foreclosure strategy requires a firm to sacrifice revenues in one business in an attempt to benefit another business.<sup>234</sup> For example, the second strategy noted above would require an MVPD to sacrifice content revenues in order to benefit its distribution business. In short, there are clear costs and risks to pursuing any foreclosure strategy, and these must be considered in analyzing the likelihood that any such strategy will be pursued. As shown below, the proposed transaction does not increase the likelihood of either distribution foreclosure or content foreclosure.

---

<sup>231</sup> A vertically integrated firm's decisions to refuse to deal with other companies or even to favor its own divisions, however, are not objectionable so long as those decisions are driven by efficiency considerations and an attempt to provide greater consumer benefits. A benefit of integration is that a company's different divisions can cooperate and coordinate more closely than they could were they separate entities.

<sup>232</sup> *News Corp.-Hughes Order* ¶¶ 101-108

<sup>233</sup> *Id.* ¶¶ 109-258.

<sup>234</sup> *See id.* ¶ 79. *See generally* Bruce M. Owen & Steven S. Wildman, *Video Economics*, Harvard University Press, 245-46 (1992) ("[D]iscrimination is costly. A cable system that refuses to carry a program service must give up the additional subscribers that would have been attracted by it. Similarly, to deny a program service to a competing local distribution medium is to lose the profits from that sale. The circumstances under which such discrimination is profitable in the cable television industry are rare.").

## 2. No Incentive or Ability To Pursue Anticompetitive Foreclosure Strategies Against Unaffiliated Content Providers

The combined company would have no enhanced ability or incentive to pursue anticompetitive foreclosure strategies by withholding distribution from competing “unaffiliated” content providers (e.g., “independent” cable networks or unaffiliated providers of online video content). The anticompetitive theory is that an MVPD that owns cable networks may refuse to carry at least some unaffiliated cable networks in order to reduce the ability of the latter to compete for carriage on other MVPDs’ systems. According to the theory, unaffiliated networks would be weaker competitors if a denial of carriage by a large MVPD prevented them from achieving substantial economies of scale.<sup>235</sup> The preconditions for any such anticompetitive foreclosure concerns simply do not exist.

*First*, Comcast lacks market power as a content buyer – an essential prerequisite for a successful foreclosure strategy. Comcast currently accounts for less than 25 percent of MVPD subscribers nationwide. As the Commission previously concluded in the *AT&T-Comcast Order*, that share is insufficient to create the “bottleneck” needed to implement a distribution foreclosure strategy vis-à-vis national cable networks.<sup>236</sup>

The U.S. Court of Appeals for the D.C. Circuit recognized this in its recent ruling on the cable ownership cap. The Commission had theorized that a cable operator with more than 30 percent of MVPD subscribers nationally would be able to foreclose a national programming

---

<sup>235</sup> Steven C. Salop & David T. Scheffman, *Raising Rivals’ Costs*, 73 Am. Econ. Rev. 267, 267 (1983).

<sup>236</sup> See *AT&T-Comcast Order* ¶ 56 (concluding that an MVPD with less than 30 percent share is unable to engage in successful foreclosure of unaffiliated national programmers); see also *Jefferson Parish Hosp. Dist. No. 2 v. Hyde*, 466 U.S. 2, 7, 46 (1984) (Brennan, J. and Marshall, J., concurring) (finding that a hospital with 30 percent market share is unlikely to create a “bottleneck”); *Adelphia Order* ¶ 36.

network from having a reasonable opportunity to achieve minimum viable scale, but the court found that the extensive evidentiary record demonstrated otherwise:

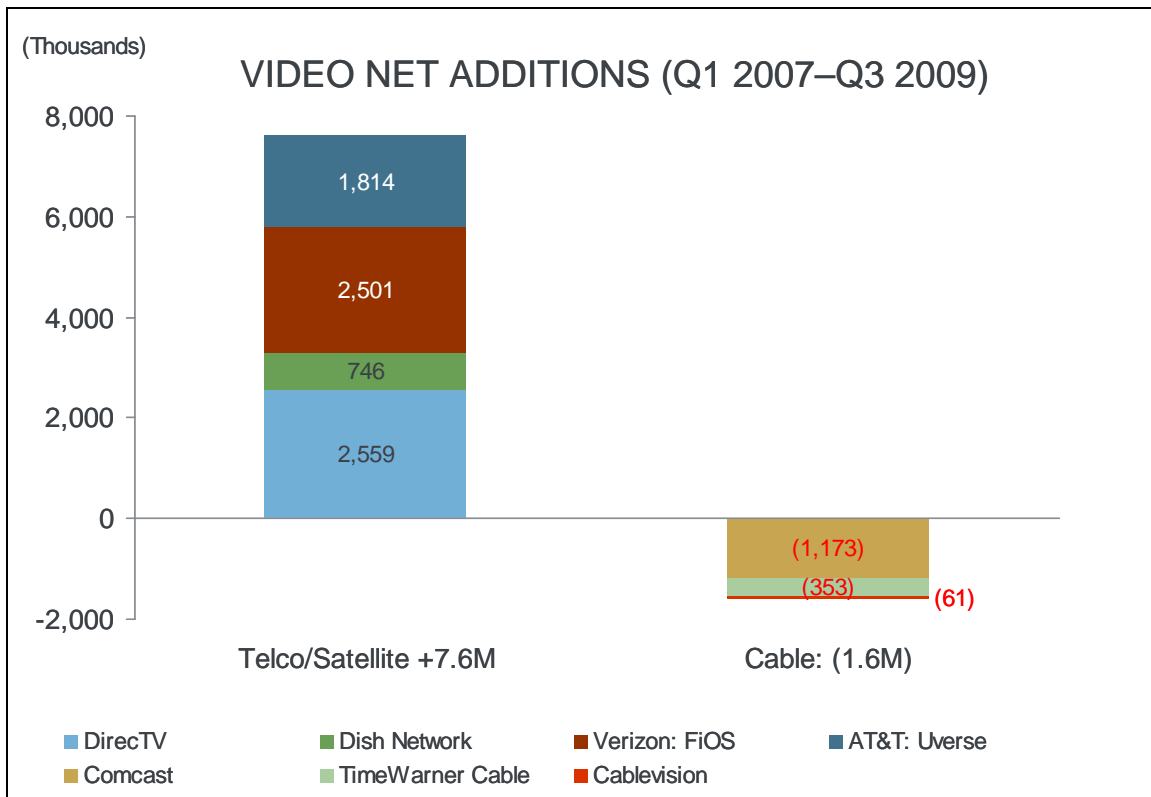
[T]he record is replete with evidence of ever increasing competition among video providers: Satellite and fiber optic video providers have entered the market and grown in market share since the Congress passed the 1992 Act, and particularly in recent years. Cable operators, therefore, no longer have the bottleneck power over programming that concerned the Congress in 1992.<sup>237</sup>

It follows that, even after the proposed transaction, Comcast would have nothing of significance to gain by denying carriage to non-affiliated networks.

It is important to note that Comcast's share of MVPD subscribers has been falling. The chart below demonstrates that, since 2007, new entrants – satellite and telecommunications providers – have gained over 7.6 million MVPD customers nationwide, while cable operators have lost 1.6 million, including 1.2 million lost by Comcast alone.

---

<sup>237</sup> *Comcast Corp. v. FCC*, 579 F.3d 1, 8 (D.C. Cir. 2009).



All figures from 2007 Q1 thru 2009 Q3 based on publicly disclosed information.

*Second*, in addition to lacking the *ability* to implement a distribution foreclosure strategy, the combined company would also have no *incentive* to pursue such a strategy. Given the stiff competition it faces from other MVPDs, Comcast has strong incentives to deliver programming content that its customers will value. Today, Comcast carries scores of networks in which it has no ownership interest. These networks, which together account for the vast majority of content that Comcast carries,<sup>238</sup> include an extensive array of unaffiliated minority, diverse, and international programming. While much of this programming is obtained from entities that have extensive programming assets and expertise, Comcast also has a strong record of launching independent channels, including, in recent years, VeneMovies, The Africa Channel, WAPA

<sup>238</sup> See Comments of Comcast Corp., MB Docket No. 07-269, at 64-66 (May 20, 2009) (noting that “Comcast has entered into carriage agreements (both new and renewal agreements) with the owners of well over 100 channels unaffiliated with Comcast”). This includes programming obtained from both entities that have extensive programming assets and expertise, and independent channels.

America, HDNet, Gospel Music Channel, TeleFormula, qubo, ION Life, Ovation TV, and RFD-TV, among others.<sup>239</sup>

There is no prospect that the proposed transaction will diminish Comcast's reliance on unaffiliated content. Following consummation of the proposed transaction, Comcast will continue to rely on other content providers to provide the vast majority of its video content: post-transaction, nearly six out of seven channels Comcast carries will remain unaffiliated with Comcast or the new NBCU. There is simply no prospect of Comcast "going it alone" and relying exclusively or even primarily on NBCU content.

The costs of any move by the combined company to exclude or discriminate against unaffiliated content would outweigh the potential benefits. As discussed above, NBCU's national cable networks compete with a number of other cable networks that offer close substitutes to NBCU's programming.<sup>240</sup> Given the number of available, reasonably close substitutes, Comcast would need to deny carriage to a substantial number of unaffiliated cable networks before NBCU's cable networks would realize any appreciable benefit. Dropping such a large number of networks, however, would significantly degrade the quality of Comcast's MVPD service.

In light of the highly competitive market for MVPD services, this degradation would cause Comcast to lose a substantial number of subscribers to competing MVPDs.<sup>241</sup> In a

---

<sup>239</sup> *See id.*

<sup>240</sup> *See News Corp.-Hughes Order* ¶ 129 (noting that "general entertainment and news cable programming networks participate in a highly competitive segment of [the] programming market with available reasonably close programming substitutes").

<sup>241</sup> The D.C. Circuit has concluded that favoring affiliated programmers "may threaten a competitive [MVPD's] very survival." *Time Warner II*, 240 F.3d at 1138 ("Where [cable] systems face effective competition, their incentive to favor an affiliated programmer will be replaced by the incentive to provide programming that is most valued by subscribers.") (quoting *In the Matter of Implementation of Sections 11 and 13 of the Cable*

marketplace in which cable operators, including Comcast, have been steadily *losing* subscribers, while DirecTV, Dish Network, Verizon, AT&T, and others have been rapidly *gaining* subscribers, pursuit of a distribution foreclosure strategy would accelerate Comcast Cable's loss of customers to rival MVPDs. As such, there is no realistic prospect that Comcast could profit from systematically denying carriage to or discriminating against desirable unaffiliated content.

*Third*, reinforcing the incentives created by the marketplace, there is an existing, comprehensive regulatory scheme to deter and constrain unreasonable, affiliation-based discrimination. Specifically, Section 616 of the Communications Act and Section 76.1301 of the Commission's rules prohibit MVPDs from "engag[ing] in conduct the effect of which is to unreasonably restrain the ability of an unaffiliated video programming vendor to compete fairly by discriminating . . . on the basis of affiliation or non-affiliation of vendors in the selection, terms, or conditions for carriage of video programming provided by such vendors."<sup>242</sup>

Some parties have asserted that Comcast and other cable operators have discriminated on the basis of affiliation,<sup>243</sup> but these reckless charges have no basis and, therefore, not

---

*Television Consumer Protection and Competition Act of 1992*, Report and Order and Further Notice of Proposed Rulemaking, 8 FCC Rcd 6828 ¶ 231 (1993)).

<sup>242</sup> 47 U.S.C. § 536(a)(3); 47 C.F.R. § 76.1301(c). The same provisions also prohibit MVPDs from "requir[ing] a financial interest in any program service as a condition for carriage" or "coerc[ing] any video programming vendor to provide, or retaliate against such a vendor for failing to provide, exclusive rights against any other multichannel video programming distributor as a condition for carriage." 47 U.S.C. §§ 536(a)(1)-(3); 47 C.F.R. § 76.1301(a)-(b).

<sup>243</sup> For example, notwithstanding an October 2009 recommended decision by the Commission's Chief Administrative Law Judge finding that WealthTV's claims of unlawful discrimination were meritless, including any claim that the defendant cable operators copied WealthTV's programming, *see infra* notes 244-247, Free Press nonetheless continues to assert (citing only to a 2007 WealthTV press release) that "distributors may simply copy the programmers' format and deny carriage (or threaten to do so in negotiations)." *See* Marvin Ammori, Free Press, *TV Competition Nowhere: How the Cable Industry Is Colluding to Kill Online TV*, at 9 n.29 (Jan. 2010), available at <http://www.freepress.net/files/TV-Nowhere.pdf>; *see also* Ex Parte Letter from Kathleen Wallman, National Association of Independent Networks ("NAIN"), to Marlene H. Dortch, Secretary, FCC, MB Docket No. 07-42, at 3 (June 5, 2008) (urging the Commission, among other things, to "make it clear that MVPD discrimination in the form of retaliation against independent programmers for their lawful assertion of their rights will not be tolerated, whether before, during or after carriage").



surprisingly, have never been substantiated. Recently, for example, a complainant that pressed its accusations against Comcast through a hearing and before an administrative law judge (“ALJ”) “failed completely” to prove its claims of unlawful discrimination,<sup>244</sup> and its evidence was found to be unreliable and its witnesses not credible.<sup>245</sup> In contrast, the ALJ found Comcast’s witnesses to be “consistent, competent, and credible,”<sup>246</sup> and further found – in rejecting the claim that Comcast improperly disfavored the complainant’s network because it was unaffiliated with Comcast – that “the majority of networks that Comcast carries are unaffiliated companies”; that Comcast “closed on many carriage arrangements with unaffiliated networks” between 2004 and 2008; and that “Comcast’s practice is . . . to carry unaffiliated networks if such carriage[] further[s] Comcast’s business interests.”<sup>247</sup>

*Finally*, independent of this transaction, Comcast Cable has been engaged in a massive company-wide effort to convert its expanded basic tier of service – and soon broadcast basic as well – to digital-only delivery so that analog bandwidth can be reclaimed for even more HD channels, more and better VOD, faster Internet speeds, and other new services. As this capacity is reclaimed, Applicants offer the following commitment to add even more independent networks to Comcast’s cable systems:

- ***Commitment # 13.*** *As Comcast makes rapid advances in video delivery technologies, more channel capacity will become available. So Comcast will commit that, once it has completed its digital migration company-wide (anticipated to be no later than 2011), it will add two new independently-owned and -operated channels to its digital line-up each year for the next three years on customary terms and conditions.*

---

<sup>244</sup> *In the Matter of Herring Broadcasting, Inc. d/b/a/ WealthTV v. Time Warner Cable Inc., et al.*, MB Docket No. 08-214, Recommended Decision of Chief Administrative Law Judge Richard L. Sippel, ¶ 63 (Oct. 14, 2009).

<sup>245</sup> *See id.* ¶¶ 17 n.62, 25, 32, 44 n.179, 46-47.

<sup>246</sup> *Id.* ¶ 44.

<sup>247</sup> *Id.* ¶ 47.

Under this commitment, independent programmers would be defined as networks that (1) are not currently carried by Comcast Cable, and (2) are unaffiliated with Comcast, NBCU, or any of the top 15 owners of networks, as measured by revenues.<sup>248</sup>

### **3. No Increased Ability or Incentive To Discriminate Against Competing MVPDs**

Market conditions, as well as Commission rules, will ensure that the combined company will have no enhanced ability or incentive to refuse to sell NBCU content to competing MVPDs or to charge discriminatory prices for that content. The theory is that an MVPD that owns key “must-have” cable or broadcast network content might refuse to license that content to competing MVPDs in order to weaken those MVPDs as competitors.

Following Commission precedent, the discussion here evaluates Comcast’s likely post-transaction conduct with respect to three categories of video programming: (1) national cable networks, (2) local broadcast stations, and (3) regional sports networks.<sup>249</sup> It also evaluates the risks of “permanent” and “temporary” foreclosure. The Commission has defined permanent foreclosure as the refusal to sell video programming to a rival MVPD on a permanent basis.<sup>250</sup> The Commission has defined temporary foreclosure as the refusal to sell (or the threat to refuse to sell) video programming to a rival MVPD on a temporary basis – either to induce switching or as a negotiating tactic to obtain higher affiliation fees.<sup>251</sup> According to the Commission, “temporary foreclosure may be profitable even where permanent foreclosure is not, because,

---

<sup>248</sup> Even if Comcast’s digital migration is not completed company-wide by 2011, Comcast will begin adding independent networks pursuant to this commitment no later than 2012.

<sup>249</sup> *News Corp.-Hughes Order* ¶ 60.

<sup>250</sup> *See Adelphia Order* ¶ 115 n.408.

<sup>251</sup> *Adelphia Order* ¶ 121.

during the period of foreclosure, downstream customers may switch to the integrated firm's downstream product and, due to inertia, then not immediately switch back to the competitor's product once the foreclosure has ended.”<sup>252</sup> As explained below, the transaction will not increase Comcast's incentive or ability to engage in either temporary or permanent foreclosure with respect to any category of video programming.

a. National Cable Networks

The transaction will not increase Comcast's incentive or ability to engage in foreclosure strategies with respect to licensing of national cable networks to rival MVPDs.

*First*, the combined company lacks the market power needed to implement a successful temporary or permanent foreclosure strategy with respect to NBCU's cable networks. NBCU's cable networks, while valuable, represent a small fraction of the total market for video content. As discussed above in Section VI.C, cable networks that are majority or wholly owned by NBCU will constitute only 12 percent of all national cable networks by revenue. Moreover, there are close substitutes for the programming on all of Applicants' national cable networks. As a result, a refusal by the combined company to license its cable networks to MVPDs that compete with Comcast Cable would not make those rival MVPDs substantially less attractive to subscribers, and hence would not cause Comcast Cable to gain a substantial number of subscribers.

Consistent with these observations, the Commission has previously recognized that “general entertainment and news cable programming networks” of the type that NBCU owns “participate in a highly competitive segment of [the] programming market with available

---

<sup>252</sup> *News Corp.-Hughes Order* ¶ 79.

reasonably close programming substitutes.”<sup>253</sup> Accordingly, if a vertically integrated MVPD were to withhold such content from rival MVPDs (on either a permanent or temporary basis), most subscribers, rather than switching MVPDs, would instead watch substitute programming on their chosen MVPD.<sup>254</sup>

*Second*, the cost of pursuing such a strategy would undoubtedly outweigh any conceivable benefit. As the Commission has recognized, an MVPD that engages in an exclusionary strategy with regard to licensing of its affiliated networks would incur substantial costs in the form of lost advertising and licensing revenues that would otherwise have been earned by those networks. The costs of such a strategy (in terms of lost affiliate fees and advertising revenues) would likely outstrip any benefits (in terms of new revenues from diverted MVPD subscribers). For this reason, in both the *News Corp.-Hughes Order* and the *Adelphia Order*, the Commission concluded that there was no risk of temporary or permanent foreclosure with respect to national cable networks.<sup>255</sup> The same is true for the present transaction.

In this regard, it is important to distinguish the incentives of Comcast, which serves a number of local franchise areas, from the incentives of a DBS operator, like DirecTV, that has a national footprint. In the case of a national MVPD, the Commission has reasoned, the lost advertising and affiliate revenues that result from refusing to license affiliated national cable networks might be offset, because the national MVPD potentially stands to gain every subscriber that switches from its MVPD rivals. The Commission, however, found that cable operators, like Comcast, that “serve discrete franchise areas” would be unlikely to profit by refusing to license

---

<sup>253</sup> See *id.* ¶ 129.

<sup>254</sup> See *id.*

<sup>255</sup> *News Corp.-Hughes Order* ¶ 129; *Adelphia Order* ¶¶ 168-69.

cable networks to MVPDs, including DBS systems, a substantial share of whose subscribers are not located in the cable operators' franchised cable system areas.<sup>256</sup> Attempting to pursue such an exclusionary strategy would cost the combined company lost advertising and affiliate revenues on a nationwide basis. The combined company's MVPD business, however, could potentially gain only a fraction of the subscribers who would switch MVPDs – those subscribers living within the franchise areas that Comcast serves. The proposed transaction represents a multibillion dollar investment by Comcast in NBCU content. Having made this substantial investment, it would be irrational for Comcast to forego revenues available from licensing NBCU content to the non-Comcast MVPDs that serve *more than three-quarters* of MVPD customers nationwide, in hopes that the losses could be made up by attracting new cable customers within Comcast Cable's limited footprint.

*Third*, the competitive pressures of the marketplace are once again backstopped by an existing regulatory regime that prohibits anticompetitive foreclosure. Section 628 of the Communications Act and Section 76.1002 of the Commission's rules generally require that competing MVPDs be afforded non-discriminatory access to cable-affiliated programming.<sup>257</sup>

---

<sup>256</sup> Compare *News Corp.-Hughes Order* ¶ 4 (“Although News Corp., like other broadcast networks, engages or attempts to engage in this sort of [foreclosure] behavior today, ownership of a competing MVPD platform with a national footprint means that News Corp. stands to gain from any subscriber losses the affected MVPD suffers during the period of foreclosure when those subscribers move over to its competing MVPD platform to access the desired programming.”) with *Adelphia Order* ¶¶ 116, 120 (noting that “cable operators serve discrete franchise areas” and vertical harms “are not likely to arise with respect to affiliated national or non-sports regional programming, or unaffiliated programming”).

<sup>257</sup> Section 628(b) of the Act provides that:

It shall be unlawful for a cable operator, a satellite cable programming vendor in which a cable operator has an attributable interest, or a satellite broadcast programming vendor to engage in unfair methods of competition or unfair or deceptive acts or practices, the purpose or effect of which is to hinder significantly or to prevent any multichannel video programming distributor from providing satellite cable programming or satellite broadcast programming to subscribers or consumers. 47 U.S.C. § 548(b).

Specifically, these program access rules (1) prohibit exclusive contracts between cable-affiliated satellite-delivered cable programming networks and any cable operator; (2) prohibit a cable operator from unreasonably influencing or attempting to influence whether an affiliated network sells (or on what terms it sells) its programming to an unaffiliated MVPD; and (3) prohibit unreasonable discrimination in the prices, terms, and conditions of carriage agreements with unaffiliated MVPDs.<sup>258</sup> Comcast respects and adheres to these rules, and indeed has never been found in violation of them.

*Fourth*, to further mitigate one potential concern about anticompetitive foreclosure, Applicants offer the following commitment:

- ***Commitment # 14. Comcast will commit to voluntarily accept the application of program access rules to the high-definition (HD) feeds of any network whose standard definition (SD) feed is subject to the program access rules for as long as the Commission's current program access rules remain in place.***

Comcast does not currently withhold the HD feed of any affiliated network from a MVPD legally entitled to access the SD feed, but this commitment would eliminate any concern that Comcast will do so.<sup>259</sup>

---

Section 76.1001 of the Commission's rules contains virtually the same language. *See* 47 C.F.R. § 76.1001. In Comcast's view, MVPD competition has progressed to the point where such rules are no longer necessary.

<sup>258</sup> Section 76.1002(a) specifically prohibits a cable operator from exerting "[u]ndue or improper influence" over the prices, terms, and conditions of carriage of any affiliated programming. Section 76.1002(b) prohibits a cable operator from discriminating in prices, terms, and conditions of carriage for affiliated programming offered to competing MVPDs. Section 76.1002(c) generally bars exclusive contracts between cable operators and affiliated programmers.

<sup>259</sup> *See generally* John Eggerton, *Verizon Files Program Access Complaint Against Cablevision*, Multichannel News, July 8, 2009 (reporting program-access complaint filed by Verizon against Cablevision based on Cablevision's refusal to sell HD programming from its Madison Square Garden Network to Verizon and its FiOS multichannel video service), *available at* [http://www.multichannel.com/article/307777-Verizon\\_Files\\_Program\\_Access\\_Complaint\\_Against\\_Cablevision.php](http://www.multichannel.com/article/307777-Verizon_Files_Program_Access_Complaint_Against_Cablevision.php).

b. Local Broadcast Stations

In addition, the transaction will not increase Comcast's incentive or ability to engage in foreclosure strategies with respect to local broadcast stations.

*First*, the Commission concluded in the News Corp.-Hughes transaction that News Corp.'s acquisition of DirecTV did not increase its incentive or ability to engage in permanent foreclosure of access to local Fox broadcast stations for competing MVPDs.<sup>260</sup> The Commission based this conclusion on the staff's analysis, which showed that a very substantial number of subscribers would have to switch to DirecTV to make such a strategy profitable. The Commission agreed that such a large switch of subscribers was unlikely.<sup>261</sup> A similar conclusion should obtain in this case. There is no reason to think that more subscribers would switch MVPDs if NBC were withheld in 2010 than if Fox had been withheld in 2003. Indeed, it is even less likely that a sufficient number of subscribers would switch if NBC were withheld, since network viewing generally has declined substantially since 2003, and NBC today is the lowest ranked of the four major networks in primetime ratings (both overall and in the key 18 to 49 demographic).<sup>262</sup>

*Second*, while the Commission concluded that temporary foreclosure might be profitable for News Corp. following its acquisition of DirecTV, this is unlikely to be the case for Comcast following its acquisition of NBCU. NBC is a venerable network and a valuable asset, but it is

---

<sup>260</sup> *News Corp.-Hughes Order* ¶ 205.

<sup>261</sup> *Id.*

<sup>262</sup> See Sergio Ibarra, *Ratings: It's Official – Fox Wins 18-49 Demo*, TVWeek, May 22, 2009, available at [http://www.tvweek.com/news/2009/05/ratings\\_its\\_official\\_fox\\_wins.php](http://www.tvweek.com/news/2009/05/ratings_its_official_fox_wins.php); Bill Gorman, *The CW's Ratings Averages Are Well Ahead Of Last Season, But Don't Be Fooled*, TV by the Numbers, Dec. 23, 2009, available at <http://tvbythenumbers.com/2009/12/23/the-cws-ratings-averages-are-well-ahead-of-last-season-but-dont-be-fooled/37074>.

not the type of “must have” channel that would induce sufficient switching to make even temporary foreclosure profitable. As noted above, in the more than six years since the *News Corp.-Hughes Order*, the viewership of broadcast television has eroded substantially. According to Nielsen, the four broadcast networks – ABC, CBS, FOX, and NBC – have together lost an average of one million viewers a year over the last decade and had an average nightly audience of 38.6 million in 2009, compared to 48 million in 1999.<sup>263</sup> Cable network viewing now accounts for approximately 60 to 80 percent of television viewership, with the broadcast networks capturing as little as 20 percent of the viewing audience during the summer months. NBC has suffered greater losses than the other networks.<sup>264</sup> Moreover, it is increasingly common for certain shows on cable networks to place ahead of broadcast network shows in viewership.<sup>265</sup> Many industry observers have noted that it is artificial to treat broadcast television content as separate and distinct from content shown on cable television networks.<sup>266</sup> Given these realities, any attempt to engage in temporary foreclosure is likely to backfire on the

---

<sup>263</sup> Peter Lauria, *Ranting on Ratings – Broadcast Execs Scramble to Fix Business Model*, N.Y. POST, Dec. 13, 2009, available at <http://www.allbusiness.com/entertainment-arts/broadcasting-industry/13593651-1.html>.

<sup>264</sup> Tim Arango, *NBC's Slide to Troubled Nightly Punch Line*, N.Y. Times, Jan. 17, 2010 (noting that “[t]he other major broadcast networks – CBS, ABC and Fox – have all seen their profits decline in recent years, as ratings have dropped,” but that “none [has] fallen harder than NBC”), available at <http://www.nytimes.com/2010/01/17/business/media/17nbc.html>.

<sup>265</sup> R. Thomas Umstead, *Cable Keeps Its Groove Going In 2009*, Multichannel News, Jan. 4, 2010 (“The cable industry began the decade in the ratings shadow of the broadcast networks, but will end it towering above its Big Four competitors in record fashion.”), available at [http://www.multichannel.com/article/442183-Cable\\_Keeps\\_Its\\_Groove\\_Going\\_In\\_2009.php](http://www.multichannel.com/article/442183-Cable_Keeps_Its_Groove_Going_In_2009.php).

<sup>266</sup> While content shown on broadcast television is similar to content shown on a given cable network, MVPD service and over-the-air broadcast service are not close substitutes, given the greater number and variety of networks available to MVPD subscribers.



combined firm: Losses in advertising revenues, affiliate revenues, and in-kind compensation received from affiliates would exceed any revenue gains from MVPD subscriptions.<sup>267</sup>

The likelihood that the combined company will pursue a temporary foreclosure strategy is further diminished by the fact that consumers need not rely on MVPD service to receive local broadcast network content: Consumers can obtain such content free, either over-the-air or, in some instances, over the Internet. Indeed, MVPDs in retransmission consent disputes with local broadcast stations have distributed antennas to their subscribers or provided their subscribers with instructions on how to obtain broadcast content from the Internet on their televisions.<sup>268</sup> Together with other trends discussed above, the availability of the programming for free makes it unlikely that the combined company would attempt temporarily to foreclose rival MVPDs' access to NBC broadcast network content.

*Third*, the combined company's economic incentive to ensure widespread distribution of the broadcast networks' programming is also backstopped by an existing regulatory regime. The Communications Act requires that broadcasters bargain in good faith with MVPDs regarding retransmission consent, and the Commission has adopted rules that provide clarity – and teeth – to that duty.<sup>269</sup>

---

<sup>267</sup> Any attempt to predicate a foreclosure strategy on a one-off event, such as the Olympics, would likewise prove unsuccessful. Any strategy that prevented such an event from being seen by a significant share of viewers in major cities such as Chicago, Philadelphia, and San Francisco would have serious costs beyond lost licensing revenues. Such a strategy would not only reduce the rate that the combined company could charge per advertising minute, but also jeopardize the combined company's ability to acquire rights to broadcast such events in the future.

<sup>268</sup> Todd Spangler, *Time Warner Cable Gives Tips for Getting Fox Shows Online, Over the Air*, Multichannel News, Dec. 30, 2009, available at [http://www.multichannel.com/article/442011-Time\\_Warner\\_Cable\\_Gives\\_Tips\\_For\\_Getting\\_Fox\\_Shows\\_Online\\_Over\\_The\\_Air.php](http://www.multichannel.com/article/442011-Time_Warner_Cable_Gives_Tips_For_Getting_Fox_Shows_Online_Over_The_Air.php).

<sup>269</sup> See 47 U.S.C. § 325(b)(3)(C); 47 C.F.R. § 76.65; *In the Matter of Implementation of the Satellite Home Viewer Improvement Act of 1999, Retransmission Consent Issues: Good Faith Negotiation and Exclusivity*, First Report and Order, 15 FCC Rcd 5445 ¶ 40 (2000).

To provide further assurances against conduct that might be of concern in a marketplace that is changing rapidly,<sup>270</sup> Applicants offer the following commitment:

- ***Commitment # 15. Comcast will commit to voluntarily extend the key components of the FCC’s program access rules to negotiations with MVPDs for retransmission rights to the signals of NBC and Telemundo O&O stations for as long as the Commission’s current program access rules remain in place.***

This commitment will have the effect of Comcast agreeing to apply the detailed non-discrimination and robust procedural rules that currently apply in the program access context to negotiations for retransmission consent for NBC or Telemundo O&Os, where they currently do not apply. This will benefit consumers by lessening uncertainties concerning continued carriage of popular broadcast programming as seen in the recent Time Warner Cable-News Corp. and Mediacom-Sinclair Broadcasting retransmission consent disputes. Of particular note, Comcast will be prohibited in retransmission consent negotiations from unduly or improperly influencing the NBC and Telemundo stations’ decisions about whether to sell their programming, or the terms and conditions of sale, to other distributors, thereby ensuring that competitive market conditions, not affiliation, will determine outcomes. It would also adopt the “burden-shifting” approach to proof of discriminatory pricing. And Applicants would accept the five-month “shot clock” that the Commission applies to program access adjudications. This commitment will remain in effect for as long as the Commission’s current program access rules remain in place.

c. Regional Sports Networks

The Commission has previously found that a vertically integrated MVPD may have an incentive to engage in temporary foreclosure (but not permanent foreclosure) with respect to

---

<sup>270</sup> See, e.g., Brian Stelter, *Next Up on Cable TV, Higher Bills for Consumers*, N.Y. Times, Jan. 3, 2010 (noting that Time Warner Cable agreed to pay retransmission consent fees for the Fox Broadcasting network), available at <http://www.nytimes.com/2010/01/04/business/media/04cable.html>.

RSNs.<sup>271</sup> With regard to RSNs, however, there is no transaction-specific reason why Comcast would have more of an incentive or opportunity to engage in foreclosure than it does pre-transaction. Comcast is acquiring no RSNs in this transaction, nor is it increasing its regional concentration in the MVPD business in any way (which was the basis for the Commission’s concern in the *Adelphia Order*). Accordingly, there is no basis to conclude that this transaction will change in any way Comcast’s incentives or ability to engage in foreclosure with respect to RSNs.<sup>272</sup>

#### **4. No Threat of Vertical Harm to Competition in Online Video**

The considerations described above apply with even greater force to the fragmented and dynamic market for online video distribution. The sections below consider the combined firm’s incentives and ability to engage in foreclosure with respect to (1) online content; (2) online distribution platforms (*e.g.*, Hulu); and (3) high-speed Internet services.

##### **a. Content Foreclosure**

The combined company will not have the ability or incentive to benefit its distribution businesses by discriminating against rival online video distributors.

As an initial matter, the diversion analysis that the Commission has applied in assessing the likelihood of content foreclosure in the MVPD context is largely inapplicable to online video. Consumers need not select a single website on which to view all video content, and most consumers surely do not. The notion of “switching” simply makes no sense in the Internet context. If the combined company were to make its online video content available only through

---

<sup>271</sup> See *Adelphia Order* ¶ 123; *News Corp.-Hughes Order* ¶ 153. Applicants disagree with this conclusion, at least with respect to the analysis set forth in the *Adelphia Order*.

<sup>272</sup> Comcast, in any event, remains subject to a dispute-resolution condition for access to RSNs under the *Adelphia Order*, which condition does not expire until July 2012. See *Adelphia Order* ¶ 164.

its own Internet sites (*e.g.*, nbc.com and other affiliated sites), consumers would not “switch” to those sites from other online video sites. Instead, consumers would watch the combined company’s content on the combined company’s Internet sites, and continue to watch unaffiliated content – *i.e.*, the vast majority of all content – at other sites.

Even if an MVPD-style diversion analysis were applicable, the combined company would lack the market power in online video content required to make a foreclosure strategy feasible. As discussed above, the combined company’s share of national cable network content (approximately 12 percent by total revenue) is too small to enable it to pursue such a strategy with respect to rival MVPDs; the combined company’s share of all video content that can be distributed online is even smaller.

The combined company would also derive no benefit from pursuing a permanent or temporary foreclosure strategy vis-à-vis online video distributors. The company would not acquire additional subscribers for its MVPD service because, as discussed above, consumers do not regard online video and MVPD service as close substitutes. Nor would pursuit of a foreclosure strategy attract additional viewers to the Applicants’ online video distribution sites, given the Applicants’ small (roughly five percent) share of that market.

b. Distribution Platform Foreclosure

The combined company would likewise have no ability or incentive to pursue a distribution-foreclosure strategy with respect to online video distribution. The Applicants’ combined share of the online video distribution market is about five percent (even if 100 percent of Hulu’s share is attributed to the Applicants) – a share too low to provide the combined company with the market power needed to pursue a distribution foreclosure strategy. Content owners could readily find alternative distribution vehicles for their content, including their own websites and third-party online video distribution services from Amazon, Blinkx, Blip.tv, Boxee,

Clicker.com, Crackle, Electus, iReel, iTunes, Netflix, Sezmi, SlashControl, Sling, Veoh, Vevo, Vimeo, VUDU, Vuze, Xbox, YouTube – and many more. Entry is easy; new Internet video sites are emerging every day.<sup>273</sup> These sites offer consumers enormous quantities of content, both professionally-produced and user-generated, for free, in subscription packages, and for individual purchase or rental.

In addition, the combined company's economic incentive to pursue such a foreclosure strategy is nonexistent: Given the Applicants' modest share of cable network content, and lower share of video content that can be streamed or downloaded over the Internet, the combined company would need to refuse to distribute a broad range of unaffiliated content online before its affiliated content would realize any benefit. Refusal to carry such a broad range of unaffiliated content on the Applicants' online video distribution sites, however, would degrade the quality of those sites, placing them at a disadvantage vis-à-vis competitors that can offer consumers a broader selection of content online.

c. High-Speed Internet Foreclosure

There is likewise no realistic prospect that Comcast will abuse its role as a provider of HSI services to constrain its customers from accessing content supplied by non-affiliated networks (or other non-affiliated sources of content). As an initial matter, Comcast lacks the market power in high-speed Internet service to make such a foreclosure strategy successful. Comcast currently provides service to only about 20 percent of HSI customers in the United

---

<sup>273</sup> See, e.g., Prepared Remarks of Commissioner Mignon L. Clyburn, MMTC Broadband and Social Justice Summit, at 2-3 (Jan. 22, 2010) (noting that, "[f]or the first time, there are no immediate and overwhelming barriers to entry for upstart businessmen and women or 'cyberpreneurs'"), *available at* [http://hraunfoss.fcc.gov/edocs\\_public/attachmatch/DOC-295888A1.pdf](http://hraunfoss.fcc.gov/edocs_public/attachmatch/DOC-295888A1.pdf).

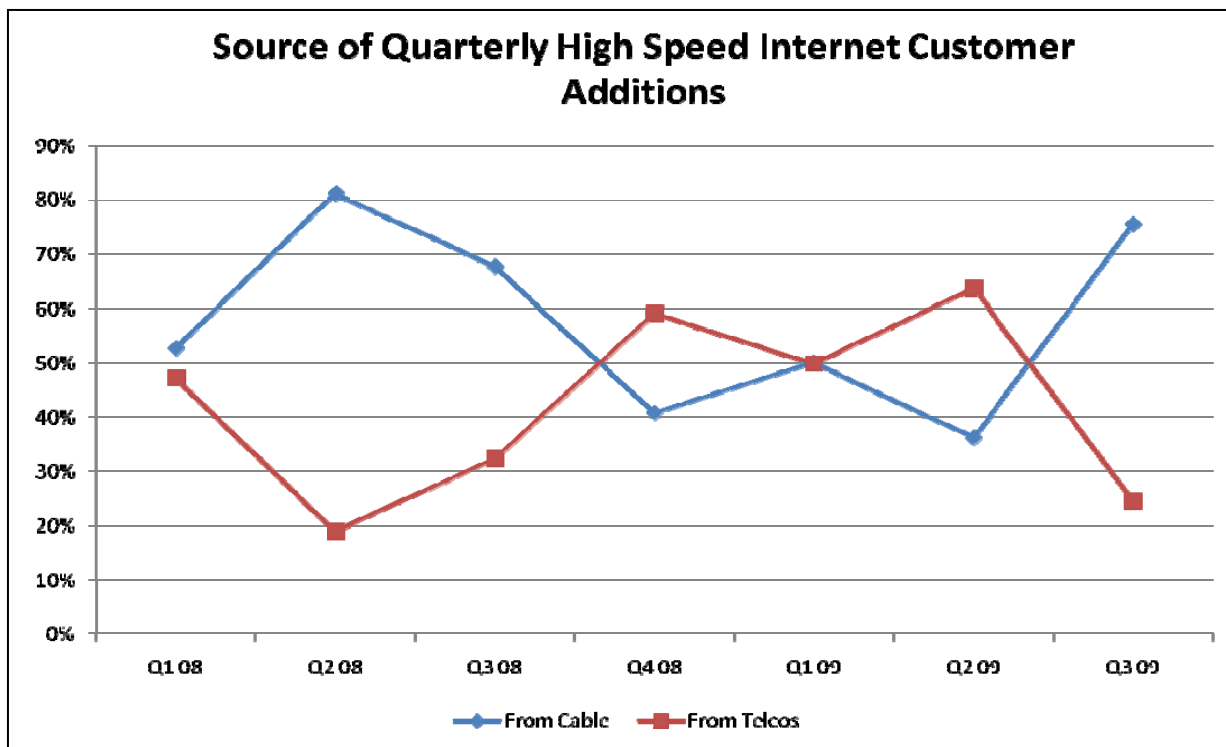
States,<sup>274</sup> and the market for HSI is highly and increasingly competitive, with intense rivalry to attract and retain customers.

In each geographic area in which Comcast has a significant number of HSI subscribers, Comcast faces competition from DSL and increasingly from fiber and wireless networks. Highly volatile trends in quarterly customer gains between cable and telephone company HSI providers (even putting aside the growing number of wireless broadband Internet subscribers) clearly demonstrate the dynamic and intensely competitive nature of the high-speed data industry.<sup>275</sup>

---

<sup>274</sup> The FCC's most recent report found 79.1 million residential high-speed Internet lines in the United States. See News Release, FCC, *Federal Communications Commission Releases Final Data on High-Speed Services Collected Under the Previous Form 477 Framework*, at 2 (July 23, 2009), available at [http://hraunfoss.fcc.gov/edocs\\_public/attachmatch/DOC-292194A1.pdf](http://hraunfoss.fcc.gov/edocs_public/attachmatch/DOC-292194A1.pdf). Comcast's 15.7 million HSI subscribers constitutes less than 20 percent of that number.

<sup>275</sup> Since the first quarter of 2006, when compared to telephone operators (AT&T, Verizon, and Qwest), cable operators (Comcast, Time Warner Cable, Cablevision, and Charter) have accounted for as little as about 37 percent (in the second quarter of 2006) to as much as about 80 percent (in the second of 2008) of total quarterly customer gains. The quarterly shift was most pronounced between the second and third quarters of 2009: while cable operators only accounted for about 42 percent of total gains in the second quarter (with telcos at 58 percent), the timing of product innovation and certain marketing and pricing initiatives resulted in a dramatic shift for the third quarter, with cable operators accounting for about 75 percent of total gains (with telcos at 25 percent). See Jessica Reif Cohen & David W. Barden, Bank of America Merrill Lynch, *Battle for the Bundle: Cable Rout's Bell Broadband*, at 5 (Nov. 20, 2009).



Cable company results represent Comcast, Time Warner Cable, Cablevision and Charter Communications. Telco company results represent Verizon, AT&T and Qwest.

The combined company would also lack incentive to pursue an HSI foreclosure strategy. Comcast has never blocked its HSI subscribers' access to lawful content, and the proposed transaction will not provide it with any incentive to alter its consistent and long-standing practice. Given that the combined company's share of cable network content is modest, and its share of video content that can be distributed over the Internet is even lower, Comcast would need to block or degrade its HSI subscribers' access to a broad range of Internet applications and services before its affiliated Internet content would realize any material benefit. If Comcast were to block or degrade its customers' access to such a broad range of online content, however, it would quickly pay a steep price – both economically in lost subscribers and in the court of public opinion.<sup>276</sup> Again, a foreclosure strategy would prove impracticable.<sup>277</sup>

---

<sup>276</sup> See *In the Matter of AT&T Inc. and BellSouth Corp. Application for Transfer of Control*, Memorandum Opinion and Order, 22 FCC Rcd 5662, 5724-25 ¶ 117 (2007) (“[T]here is substantial competition in the provision of

#### **E. The Transaction Presents No Threat to Diversity and Localism.**

The Commission's media policies have traditionally focused on the core broadcast ownership concerns of diversity and localism, as well as competition.<sup>278</sup> The Commission's paramount goal in promoting diversity and localism has been to ensure that communities are well-served by a variety of independent voices that provide a variety of local and national perspectives, particularly with respect to news and public affairs programming. The proposed transaction does not threaten this goal and, in fact, enhances it, as explained above.

As discussed in the attached Expert Declaration of University of Southern California and California Institute of Technology professor Matthew Spitzer, an expert for three decades in the Commission's regulation of broadcasting and cable television, including regulation of media ownership and concentration, the proposed transaction is fundamentally a vertical transaction that simply does not reduce diversity or localism.<sup>279</sup> It thus is "fully consistent with the Commission's public interest approach along these dimensions."<sup>280</sup>

---

Internet access services. Broadband penetration has increased rapidly over the last year . . . Increased penetration has been accompanied by more vigorous competition. Greater competition limits the ability of providers to engage in anticompetitive conduct since subscribers would have the option of switching to alternative providers if their access to content were blocked or degraded.”).

<sup>277</sup> Any non-transaction-specific concerns about discrimination by ISPs are most appropriately addressed in rules of general applicability, and the Commission is currently considering rules on the subject. *See In the Matter of Preserving the Open Internet Broadband Industry Practices*, Notice of Proposed Rulemaking, GN Docket No. 09-191 (Oct. 22, 2009).

<sup>278</sup> *See generally In the Matter of 2006 Quadrennial Regulatory Review – Review of the Commission's Broadcast Ownership Rules and Other Rules Adopted Pursuant to Section 202 of the Telecommunications Act of 1996*, Report and Order and Order on Reconsideration, 23 FCC Rcd 2010 ¶ 9 (2008) (“The media ownership rules are designed to foster the Commission's longstanding policies of competition, diversity and localism.”); *2002 Biennial Review Order* ¶¶ 17-79.

<sup>279</sup> *See* Expert Declaration of Matthew L. Spitzer Concerning Diversity and Localism Issues Associated with the Proposed Comcast-NBCU Transaction (Appendix 9) (“Spitzer Declaration”).

<sup>280</sup> Spitzer Declaration ¶ 26.



This transaction is *not* the sort of horizontal combination that has been at the core of the concerns about localism and diversity. As Professor Spitzer explains, the Commission’s structural rules that control the ability of broadcasters to merge in the same market are

founded on the concepts that having a healthy and robust marketplace of ideas requires independent voices, that the public benefits from having many types of programs from which to choose, and that a broadcaster must address the needs, interests, and issues of concern of the community that it is licensed to serve.<sup>281</sup>

Each of the Commission’s media ownership rules is “designed to foster the Commission’s longstanding public interest policies of competition, diversity, and localism,” and, more specifically, “to protect against reduction in the number of independent broadcast voices in a local market.”<sup>282</sup> Yet this transaction, as demonstrated above, does not implicate any of the Commission’s media ownership rules.<sup>283</sup> Indeed, as Professor Spitzer demonstrates, the transaction does not even involve the types of situations the Commission’s limits are intended to restrict: it is not the combination of two competing broadcast outlets, two cross-service broadcast outlets, or a newspaper and a broadcaster in the same market.<sup>284</sup> As Professor Spitzer writes, the transaction:

is, from the standpoint of traditional Commission concerns, almost entirely a vertical transaction. Comcast does not have a broadcast network (or a daily newspaper) and has modest cable programming assets, and NBCU is bringing a pair of broadcast networks and a number of local broadcasting stations. Conversely, NBCU does not provide cable, high-speed Internet, or digital voice services which form the bulk of Comcast’s business. Thus, in terms of traditional considerations, combining the NBCU content with Comcast distribution does not result in the sort of reduction in the number of local broadcast voices that has prompted Commission concern. Instead, at its core, it is much more a vertical

---

<sup>281</sup> *Id.* ¶ 9.

<sup>282</sup> *Id.* ¶ 12.

<sup>283</sup> *See supra* Section V.A.

<sup>284</sup> *See* Spitzer Declaration ¶ 3.

combination, putting together a company which produces popular content (NBCU) with a company that distributes content over cable television systems (Comcast).<sup>285</sup>

The transaction thus in no way implicates “the Commission’s central theory . . . that maintaining a sufficient number of independent voices is crucial to supporting the core concerns of diversity and localism.”

With respect to diversity, Professor Spitzer examines both viewpoint and program diversity. He finds that the transaction will have no impact on viewpoint diversity because it will not reduce the number of independent broadcast voices in any local market. Thus, “[i]n no way does this combination of content with distribution impinge on the Commission’s core concern – the *reduction* in the number of independent voices in local broadcast markets.”<sup>286</sup> He similarly concludes that, post-transaction, there is “no basis to anticipate that NBC, Telemundo, or any of their O&Os will alter programming in a way that would decrease the diversity of programming.”<sup>287</sup> Specifically, “there is no significant probability that diversity of programming in broadcasting will be adversely affected by this transaction due to horizontal integration.”<sup>288</sup> In addition, although not addressed within the scope of Professor Spitzer’s Declaration, it is important to note that the local markets with overlapping Comcast Cable systems and NBCU O&O stations are major markets with a significant number of media outlets, including at least seven non-NBCU over-the-air television stations. Accordingly, nothing about these combinations will compromise diversity in any way.

---

<sup>285</sup> *Id.* ¶ 10.

<sup>286</sup> *Id.* ¶ 16 (emphasis in original).

<sup>287</sup> *Id.* ¶ 18.

<sup>288</sup> *Id.* ¶ 19.

With respect to localism, the transaction does not threaten and, in fact, promotes the Commission's goals. It will in no way adversely affect the many positive, community-focused local efforts that already are undertaken by NBC and Telemundo O&O stations. As Professor Spitzer explains, the Commission "has long been interested in whether broadcasters provide 'enough' community-responsive programming."<sup>289</sup> He concludes that, "[b]ecause there is no reduction in the number of independent voices in any broadcast market in this transaction, there is nothing about the transaction that would lead us to expect any reduction in local news or public affairs programming, or similar community-responsive broadcast programming."<sup>290</sup> He also finds that nothing about the transaction "would lead the applicants to reduce service to underserved audiences," such as women and racial and ethnic minorities.<sup>291</sup> Finally, as Professor Spitzer explains, the O&O stations' interactions with viewers and community leaders will not be adversely affected by the transaction. The stations "will continue to learn about the needs and interests of their local communities, and will continue to air programming that responds to these needs and interests."<sup>292</sup>

For all these reasons, the transaction presents no threat to diversity or localism. To the contrary, as demonstrated above,<sup>293</sup> diversity and localism values will be advanced by approval of the transaction. Both Comcast and NBCU have made concerted efforts to reach and better serve underserved audiences, and the proposed combination will only increase their joint

---

<sup>289</sup> *Id.* ¶ 22.

<sup>290</sup> *Id.*

<sup>291</sup> *Id.* ¶ 23.

<sup>292</sup> *Id.* ¶ 24.

<sup>293</sup> *See supra* Section IV.D.

incentive to do so. Moreover, the combined entity has affirmed that it will increase the amount and quality of local programming, including local news and information programming and PEG programming. As Professor Spitzer concludes, the companies’ “additional efforts to promote localism . . . will further enhance the public interest benefits of the transaction.”<sup>294</sup> The combined entity will also provide additional diverse programming, an effort that Professor Spitzer notes “provides further assurance that the public interest concern of diversity will be served by the transaction.”<sup>295</sup> And it will make this local and diverse programming available across many more platforms than it is available today, including on local and regional cable networks, on cable local origination channels, on VOD, and online. The combined entity will use cross-promotion and other information tools so that consumers will know where and when they can access this programming.

In short, the combined entity’s self-interest will best be served by enhancing local and diverse programming – because providing consumers the variety of programming they desire is how NBCU and Comcast can best compete.

#### **F. The Journalistic Independence of NBC News Will Be Maintained.**

The combined company will also maintain NBCU’s tradition of independent news and public affairs programming and its commitment to promoting a diversity of viewpoints.<sup>296</sup> Since NBCU was acquired by GE in 1986, the owners have abided by a policy of ensuring that the content of NBC’s news and public affairs programming would not be influenced by the non-

---

<sup>294</sup> Spitzer Declaration ¶ 24.

<sup>295</sup> *Id.* ¶ 18.

<sup>296</sup> “Viewpoint diversity” is one of the types of diversity specifically recognized by the Commission as a policy goal. It refers to the “availability of media content reflecting a variety of perspectives.” *See 2002 Biennial Review Order* ¶ 19.

media interests of GE. Under this policy, which was approved by the Commission in 1986,<sup>297</sup> NBC and its local O&Os were free to report on GE without interference or influence from GE. GE was fully committed to this policy of news independence, and extended it to the news operations of CNBC, MSNBC, and Telemundo and its O&Os as they were created or acquired.

In addition, GE appointed an ombudsman to further ensure the independence of NBCU's news operations. The current ombudsman, appointed in 1993, is David McCormick.<sup>298</sup> In that role, Mr. McCormick provides an effective assurance that the policy of independence for NBCU's news operations is steadfastly maintained. NBCU will maintain that policy and the position of ombudsman post-transaction.

Although there is no legal requirement that it do so, Comcast offers to commit to adhere in all respects to the policy and to maintain the journalistic integrity and independence of NBCU's news operations. Accordingly, Applicants offer the following commitment:

---

<sup>297</sup> The FCC summarized the commitment in *In re Applications of Stockholders of RCA Corporation, Transferors, and General Electric Company, Transferees*, Memorandum Opinion and Order, 60 Rad. Reg. 2d (P&F) 563 ¶ 28 (1986):

NBC advertising and programming policies will prohibit any use of NBC's networks and stations for the purpose of favoring the nonbroadcast interests of General Electric or for disfavoring non-broadcast interests of any entity which competes with General Electric. A central component of this overall policy will be that the content of NBC's news and public affairs programming may not be influenced by the nonbroadcast interests of General Electric.

<sup>298</sup> Mr. McCormick is also Vice President of Standards at NBC News. Mr. McCormick is responsible for maintaining and updating the network's standards manual for broadcast news, conducting seminars about journalistic standards, and handling complaints before and after the airing of news programming. He is a highly respected journalist who has worked as a writer and producer for local TV stations, as well as national assignment editor for NBC News. Mr. McCormick also served as a producer for NBC Nightly News and Manager and Bureau Chief for NBC's Frankfurt, London, and New York news operations. Mr. McCormick is an adjunct professor at Columbia University School of Journalism.

- ***Commitment # 16. The combined entity will continue the policy of journalistic independence with respect to the news programming organizations of all NBCU networks and stations, and will extend these policies to the potential influence of each of the owners. To ensure such independence, the combined entity will continue in effect the position and authority of the NBC News ombudsman to address any issues that may arise.***

## **VII. PROCEDURAL MATTERS**

The subsidiaries and affiliates of Comcast and GE that will be contributed to Newco hold a number of licenses and authorizations to operate full-power and low-power television service, broadcast auxiliary service, satellite transmit-and-receive earth station service, business radio service, and non-common carrier point-to-point microwave service. The proposed transaction will result in the transfer of control of all of these authorizations. Given the ongoing regulatory activity of both Comcast and GE and their subsidiaries, including the need for these parties to file applications with the Commission during the period in which the instant transfer of control will remain pending at the Commission, the Applicants request that the Commission's grant of its consent to the transfer of control of these licenses and authorizations include the authorization for Newco to acquire control of: (1) any authorizations issued to Comcast's contributed subsidiaries, or to GE's contributed subsidiaries, during the Commission's consideration of the transfer-of-control applications and the period required for the consummation of the transaction following approval; (2) construction permits held by licensees involved in this transfer of control that mature into licenses after closing and that may have been omitted from the transfer-of-control applications; and (3) applications that will have been filed by such licensees and that are

pending at the time of consummation of the proposed transfer of control. Such action would be consistent with prior decisions of the Commission.<sup>299</sup>

## VIII. CONCLUSION

As demonstrated above, the proposed transaction manifestly serves the public interest, convenience, and necessity and should be approved. It will bring real consumer benefits by strengthening two broadcast networks and their O&O stations, by increasing the incentives and opportunities for multiple cable networks to increase the quality and quantity of their programming, and by accelerating the “anytime, anywhere” access to video choices that consumers want. Robust competition at all levels of the distribution chain, coupled with pre-existing rules, ensures against public interest harms. In addition, an unprecedented array of concrete and verifiable commitments, which can be made binding conditions of the Commission’s approval, provide further assurances of public benefits and of the absence of harms.

Applicants have made the showing necessary to secure the Commission’s approval. Applicants also recognize that the Commission must conduct its own evaluation and make its own judgment, after hearing from interested parties. Applicants will cooperate in that process and invite a constructive dialogue that addresses any legitimate issues. At the same time, it must be recognized that merger proceedings too often are used by various parties as a forum to ventilate imagined and even contrived grievances, and such tactics must not be permitted to obstruct or delay the Commission’s processes. The Commission has set out a clear legal standard – only transaction-specific concerns will be addressed in a transaction review

---

<sup>299</sup> See, e.g., *AT&T-MediaOne Merger Order* ¶ 185; *In the Matter of Applications for Consent to the Transfer of Control of Licenses and Section 214 Authorizations from Tele-Communications, Inc., Transferor to AT&T Corp., Transferee*, 14 FCC Rcd 3160 ¶ 156 (1999); *Adelphia Order* ¶ 312; *AT&T-Comcast Merger Order* ¶ 224.

proceeding, and issues that are of general applicability, or are being addressed elsewhere, will not be considered. Applicants urge the Commission to conduct a disciplined review that adheres to this standard.

Applicants respectfully request the Commission's expeditious approval of the transaction.



Respectfully submitted,

**COMCAST CORPORATION**

/s/ Kathryn A. Zachem  
Kathryn A. Zachem  
Vice President, Regulatory and  
State Legislative Affairs  
COMCAST CORPORATION  
2001 Pennsylvania Ave, NW  
Suite 500  
Washington, DC 20006  
(202) 379-7134

**GENERAL ELECTRIC COMPANY**

/s/ Brackett B. Denniston, III  
Brackett B. Denniston, III  
Senior Vice President  
& General Counsel  
GENERAL ELECTRIC COMPANY  
3135 Easton Turnpike  
Fairfield, CT 06828  
(203) 373-2211

**NBC UNIVERSAL, INC.**

/s/ Richard Cotton  
Richard Cotton  
Executive Vice President  
& General Counsel  
NBC UNIVERSAL, INC.  
30 Rockefeller Plaza  
New York, NY 10112  
(212) 664-7024

*Additional Counsel*

Joseph W. Waz, Jr.  
Senior Vice President, External  
Affairs and Public Policy  
COMCAST CORPORATION  
One Comcast Center  
Philadelphia, PA 19103-2838  
(215) 286-7607

Ronald A. Stern  
Vice President & Senior Competition  
Counsel  
GENERAL ELECTRIC COMPANY  
1299 Pennsylvania Avenue, NW  
9<sup>th</sup> Floor  
Washington, DC 20004  
(202) 637-4372

Margaret L. Tobey  
Vice President, Regulatory Affairs  
NBC UNIVERSAL, INC.  
1299 Pennsylvania Avenue, NW  
9<sup>th</sup> Floor  
Washington, DC 20004  
(202) 637-4262

Jordan Goldstein  
Senior Director, Regulatory Affairs  
COMCAST CORPORATION  
2001 Pennsylvania Ave, NW  
Suite 500  
Washington, DC 20006  
(202) 379-7124

A. Richard Metzger, Jr.  
Regina M. Keeney  
LAWLER, METZGER,  
KEENEY & LOGAN, LLC  
2001 K Street, NW, Suite 802  
Washington, DC 20006  
(202) 777-7700

Bryan N. Tramont  
Kenneth E. Satten  
David H. Solomon  
Natalie G. Roisman  
WILKINSON BARKER KNAUER, LLP  
2300 N Street, NW, Suite 700  
Washington, DC 20037  
(202) 783-4141

Michael H. Hammer  
James L. Casserly  
Michael D. Hurwitz  
Brien C. Bell  
WILLKIE FARR & GALLAGHER LLP  
1875 K Street, NW  
Washington, DC 20006  
(202) 303-1000

Arthur J. Burke  
Ronan P. Harty  
Rajesh James  
DAVIS POLK & WARDWELL LLP  
450 Lexington Avenue  
New York, NY 10017  
(212) 450-4000

January 28, 2010

## **APPENDIX 1**

<b>Business Radio Licenses Held by Comcast Entities</b>			
<b>Call Sign</b>	<b>FCC Registration Number/Licensee</b>	<b>Service Code</b>	<b>Expiration Date</b>
WPWF842	0007602808/ Comcast SportsNet Mid-Atlantic, L.P.	IG	11/6/2012
WQAW846	0010723070/ Comcast SportsNet Philadelphia, L.P.	IG	8/20/2014
WPVJ725	004983128/ E! Entertainment Television, Inc.	IG	6/27/2012
WQIZ214	004983128/ E! Entertainment Television, Inc.	IG	6/25/2018
WPWN254	0003724853/ TGC, Inc.	IG	12/23/2012
WPWV971	0003724853/ TGC, Inc.	IG	1/28/2013
WPTR291	0019348390/ VERSUS, L.P.	IG	11/28/2011
WPWF842	0007602808/ Comcast SportsNet Mid-Atlantic, L.P.	IG	11/6/2012

<b>Satellite Earth Station Licenses Held by Comcast Entities</b>			
<b>Call Sign</b>	<b>FCC Registration Number/Licensee</b>	<b>Nature of Service/Class of Station</b>	<b>Expiration Date</b>
E080069	0004983128/ E! Entertainment Television, Inc.	Fixed Satellite Service/ Fixed Earth Stations	4/28/2023
E020009	0004983128/ E! Entertainment Television, Inc.	Domestic Fixed Satellite Service/ Temporary Fixed Earth Station	2/27/2012
E050133	0003724853/ TGC, Inc.	Fixed Satellite Service/ Fixed Earth Stations	6/13/2020
E050107	0006602403/ New England Cable News	Domestic Fixed Satellite Service/ Temporary Fixed Earth Station	5/23/2020
E940292	0006602403/ New England Cable News	Domestic Fixed Satellite Service/ Temporary Fixed Earth Station	7/1/2019
E970108	0006602403/ New England Cable News	Domestic Fixed Satellite Service/ Temporary Fixed Earth Station	2/26/2022
E090030	0018464685/ The Comcast Network, LLC	Domestic Fixed Satellite Service/ Temporary Fixed Earth Station	3/25/2024
E000360	0018464685/ The Comcast Network, LLC	Domestic Fixed Satellite Service/ Temporary Fixed Earth Station	9/6/2010
E000423	0018464685/ The Comcast Network, LLC	Domestic Fixed Satellite Service/ Temporary Fixed Earth Station	9/20/2010
E020281	0018464685/ The Comcast Network, LLC	Domestic Fixed Satellite Service/ Temporary Fixed Earth Station	11/13/2017
E050129	0018464685/ The Comcast Network, LLC	Fixed Satellite Service/ Temporary Fixed Earth Station	6/15/2020

**Main Station Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

Call Sign	Facility ID Number (FIN)	FCC Registration Number (FRN)/ Licensee	Community of License/ Location	Service Code	Channels		Exp. Date	Renewal Status/ Application Number
					Actual	Virtual		
KDEN-TV	38375	0009-8254-56 NBC Telemundo License Co.	Longmont, CO	DT	29	25	04/01/14	
KHRR(TV)	30601	0009-8254-56 NBC Telemundo License Co.	Tucson, AZ	DT	40	40	10/01/14	
KNBC(TV)	47906	0009-8254-56 NBC Telemundo License Co.	Los Angeles, CA	DT	36	4	12/01/06*	Pending – File No. BRCT-20060810AEC
KNSO(TV)	58608	0009-8254-56 NBC Telemundo License Co.	Merced, CA	DT	11	51	12/01/14	
KNTV(TV)	35280	0009-8254-56 NBC Telemundo License Co.	San Jose, CA	DT	12	11	12/01/06*	Pending – File No. BRCT-20060810ADW
KSTS(TV)	64987	0009-8254-56 NBC Telemundo License Co.	San Jose, CA	DT	49	48	12/01/14	
KTAZ(TV)	81458	0009-8254-56 NBC Telemundo License Co.	Phoenix, AZ	DT	39	11	10/01/14	
KTMD(TV)	64984	0009-8254-56 NBC Telemundo License Co.	Galveston, TX	DT	48	47	08/01/14	
KVDA(TV)	64969	0009-8254-56 NBC Telemundo License Co.	San Antonio, TX	DT	38	60	08/01/14	
KVEA(TV)	19783	0009-8254-56	Corona, CA	DT	39	52	12/01/06*	Pending – File No.

**Main Station Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

Call Sign	Facility ID Number (FIN)	FCC Registration Number (FRN)/ Licensee	Community of License/ Location	Service Code	Channels		Exp. Date	Renewal Status/ Application Number
					Actual	Virtual		
		NBC Telemundo License Co.						BRCT-20060810AEA
KWHY-TV	26231	0009-8254-56 NBC Telemundo License Co.	Los Angeles, CA	DT	42	22	12/01/06*	Pending – File No. BRCT-20060810ACB
KXTX-TV	35994	0009-8254-56 NBC Telemundo License Co.	Dallas, TX	DT	40	39	08/01/14	
WCAU(TV)	63153	0009-8254-56 NBC Telemundo License Co.	Philadelphia, PA	DT	34	10	08/01/07*	Pending – File No. BRCT-20070330AUC
WMAQ-TV	47905	0009-8254-56 NBC Telemundo License Co.	Chicago, IL	DT	29	5	12/01/05*	Pending – File No. BRCT-20050801CEL
WNBC(TV)	47535	0009-8254-56 NBC Telemundo License Co.	New York, NY	DT	28	4	06/01/07*	Pending – File No. BRCT-20070131AJJ
WNEU(TV)	51864	0009-8254-56 NBC Telemundo License Co.	Merrimack, NH	DT	34	60	04/01/15	
WNJU(TV)	73333	0009-8254-56 NBC Telemundo License Co.	Linden, NJ	DT	36	47	06/01/15	
WRC-TV	47904	0009-8254-56 NBC	Washington, DC	DT	48	4	10/01/04*	Pending – File No. BRCT-

\* The expiration date of each of the licenses marked with an asterisk has passed. A timely renewal application was filed for each license. The FCC's rules provide that, as long as a timely filed renewal application remains pending, "such license shall continue in effect . . . until such time as the [FCC] shall make a final determination with respect to the renewal application." 47 C.F.R. § 1.62(a)(1).

**Main Station Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

Call Sign	Facility ID Number (FIN)	FCC Registration Number (FRN)/ Licensee	Community of License/ Location	Service Code	Channels		Exp. Date	Renewal Status/ Application Number
					Actual	Virtual		
		Telemundo License Co.						20040601BDX
WSCV(TV)	64971	0009-8254-56 NBC Telemundo License Co.	Fort Lauderdale, FL	DT	30	51	02/01/13	
WSNS-TV	70119	0009-8254-56 NBC Telemundo License Co.	Chicago, IL	DT	45	44	12/01/05*	Pending – File No. BRCT-20050801CFO
WTVJ(TV)	63154	0009-8254-56 NBC Telemundo License Co.	Miami, FL	DT	31	6	02/01/13	
WVIT(TV)	74170	0009-8254-56 NBC Telemundo License Co.	New Britain, CT	DT	35	30	04/01/07*	Pending – File No. BRCT-20061201BQF
KNSD(TV)	35277	0003-5938-60 Station Venture Operations, LP	San Diego, CA	DT	40	39	12/01/06*	Pending – File No. BRCT-20060810AGV
KXAS-TV	49330	0003-5938-60 Station Venture Operations, LP	Fort Worth, TX	DT	41	5	08/01/06*	Pending – File No. BRCT-20060403BWM
WKAQ-TV	64983	0003-7278-80 Telemundo of Puerto Rico	San Juan, PR	DT	28	2	02/01/05*	Pending – File No. BRCT-20040930BSW
KBLR(TV)	63768	0012-8523-98 Telemundo Las Vegas License LLC	Paradise, NV	DT	40	39	10/01/14	

NOTE: National Broadcasting Company, Inc. and General Electric Company share a 38.6% voting interest in ValueVision Media, Inc., the indirect parent company of Norwell Television, LLC, licensee of Station WWDP(TV), Norwell, MA.

**Broadcast Auxiliary Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>Facility ID Number (FIN)</b>	<b>Parent Call Sign</b>	<b>FCC Registration Number (FRN)/ Licensee</b>	<b>Service Code</b>	<b>Exp. Date</b>	<b>Renewal Status/ Application Number</b>
BLP00054	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	LP	06/01/07*	Pending – File No. BRCT-20070131AJJ
BLP00326	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	LP	06/01/07*	Pending – File No. BRCT-20070131AJJ
BLP00381	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	LP	06/01/07*	Pending – File No. BRCT-20070131AJJ
BLP00622	47904	WRC-TV	0009-8254-56 NBC Telemundo License Co.	LP	10/01/04*	Pending – File No. BRCT-20040601BDX
BLP00629	47906	KNBC	0009-8254-56 NBC Telemundo License Co.	LP	12/01/06*	Pending – File No. BRCT-20060810AEC
BLP00728	47904	WRC-TV	0009-8254-56 NBC Telemundo License Co.	LP	10/01/04*	Pending – File No. BRCT-20040601BDX
BLP00852	63153	WCAU	0009-8254-56 NBC Telemundo License Co.	LP	08/01/07*	Pending – File No. BRCT-20070330AUC
BLP00854	19783	KVEA	0009-8254-56 NBC Telemundo License Co.	LP	12/01/06*	Pending – File No. BRCT-20060810AEA
BLP00950	19783	KVEA	0009-8254-56 NBC Telemundo License Co.	LP	12/01/06*	Pending – File No. BRCT-20060810AEA
BLP01068	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	LP	06/01/07*	Pending – File No. BRCT-20070131AJJ
BLP01069	47906	KNBC	0009-8254-56 NBC Telemundo License Co.	LP	12/01/06*	Pending – File No. BRCT-20060810AEC

\* Auxiliary licenses are renewed concurrently with the main station license with which they are associated. The expiration date of each of the licenses marked with an asterisk has passed. A timely renewal application was filed for each license. The FCC's rules provide that, as long as a timely filed renewal application remains pending, "such license shall continue in effect . . . until such time as the [FCC] shall make a final determination with respect to the renewal application." 47 C.F.R. § 1.62(a)(1).



**Broadcast Auxiliary Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>Facility ID Number (FIN)</b>	<b>Parent Call Sign</b>	<b>FCC Registration Number (FRN)/ Licensee</b>	<b>Service Code</b>	<b>Exp. Date</b>	<b>Renewal Status/ Application Number</b>
BLP01085	64971	WSCV	0009-8254-56 NBC Telemundo License Co.	LP	02/01/13	
BLP01086	64971	WSCV	0009-8254-56 NBC Telemundo License Co.	LP	02/01/13	
BLP01098	26231	KWHY-TV	0009-8254-56 NBC Telemundo License Co.	LP	12/01/06*	Pending – File No. BRCT-20060810ACB
BLP01141	63153	WCAU	0009-8254-56 NBC Telemundo License Co.	LP	08/01/07*	Pending – File No. BRCT-20070330AUC
BLP01179	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	LP	06/01/07*	Pending – File No. BRCT-20070131AJJ
BLP01180	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	LP	06/01/07*	Pending – File No. BRCT-20070131AJJ
BLP01181	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	LP	06/01/07*	Pending – File No. BRCT-20070131AJJ
BLP01290	47904	WRC-TV	0009-8254-56 NBC Telemundo License Co.	LP	10/01/04*	Pending – File No. BRCT-20040601BDX
BLP01308	47906	KNBC	0009-8254-56 NBC Telemundo License Co.	LP	12/01/06*	Pending – File No. BRCT-20060810AEC
BLP01407	63154	WTVJ	0009-8254-56 NBC Telemundo License Co.	LP	02/01/13	
BLP01409	74170	WVIT	0009-8254-56 NBC Telemundo License Co.	LP	04/01/07*	Pending – File No. BRCT-20061201BQF
BLP01429	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	LP	06/01/07*	Pending – File No. BRCT-20070131AJJ
BLP01480	47906	KNBC	0009-8254-56 NBC Telemundo	LP	12/01/06*	Pending – File No. BRCT-20060810AEC

**Broadcast Auxiliary Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>Facility ID Number (FIN)</b>	<b>Parent Call Sign</b>	<b>FCC Registration Number (FRN)/ Licensee</b>	<b>Service Code</b>	<b>Exp. Date</b>	<b>Renewal Status/ Application Number</b>
			License Co.			
BLQ327	47906	KNBC	0009-8254-56 NBC Telemundo License Co.	LP	12/01/06*	Pending – File No. BRCT-20060810AEC
BMLQ40	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	LP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KA20003	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KA2099	47905	WMAQ-TV	0009-8254-56 NBC Telemundo License Co.	TP	12/01/05*	Pending – File No. BRCT-20050801CEL
KA2100	47905	WMAQ-TV	0009-8254-56 NBC Telemundo License Co.	TP	12/01/05*	Pending – File No. BRCT-20050801CEL
KA2102	47905	WMAQ-TV	0009-8254-56 NBC Telemundo License Co.	TP	12/01/05*	Pending – File No. BRCT-20050801CEL
KA2142	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KA2143	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KA21439	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KA2144	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KA2152	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KA26159	74170	WVIT	0009-8254-56 NBC Telemundo License Co.	RP	04/01/07*	Pending – File No. BRCT-20061201BQF
KA29882	47905	WMAQ-TV	0009-8254-56	TP	12/01/05*	Pending – File No.

**Broadcast Auxiliary Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>Facility ID Number (FIN)</b>	<b>Parent Call Sign</b>	<b>FCC Registration Number (FRN)/ Licensee</b>	<b>Service Code</b>	<b>Exp. Date</b>	<b>Renewal Status/ Application Number</b>
			NBC Telemundo License Co.			BRCT-20050801CEL
KA3372	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KA35166	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KA35232	47905	WMAQ-TV	0009-8254-56 NBC Telemundo License Co.	TP	12/01/05*	Pending – File No. BRCT-20050801CEL
KA35234	47905	WMAQ-TV	0009-8254-56 NBC Telemundo License Co.	TP	12/01/05*	Pending – File No. BRCT-20050801CEL
KA35235	47905	WMAQ-TV	0009-8254-56 NBC Telemundo License Co.	TP	12/01/05*	Pending – File No. BRCT-20050801CEL
KA35236	47905	WMAQ-TV	0009-8254-56 NBC Telemundo License Co.	TP	12/01/05*	Pending – File No. BRCT-20050801CEL
KA44217	35280	KNTV	0009-8254-56 NBC Telemundo License Co.	TP	12/01/06*	Pending – File No. BRCT-2006810ADW
KA44218	35280	KNTV	0009-8254-56 NBC Telemundo License Co.	TP	12/01/06*	Pending – File No. BRCT-2006810ADW
KA4690	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KA47794	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KA48023	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KA4832	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TP	06/01/07*	Pending – File No. BRCT-20070131AJJ

**Broadcast Auxiliary Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>Facility ID Number (FIN)</b>	<b>Parent Call Sign</b>	<b>FCC Registration Number (FRN)/ Licensee</b>	<b>Service Code</b>	<b>Exp. Date</b>	<b>Renewal Status/ Application Number</b>
KA4835	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KA48449	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KA48814	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KA48866	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KA59058	47905	WMAQ-TV	0009-8254-56 NBC Telemundo License Co.	TP	12/01/05*	Pending – File No. BRCT-20050801CEL
KA59076	63153	WCAU	0009-8254-56 NBC Telemundo License Co.	TP	08/01/07*	Pending – File No. BRCT-20070330AUC
KA59077	63153	WCAU	0009-8254-56 NBC Telemundo License Co.	TP	08/01/07*	Pending – File No. BRCT-20070330AUC
KA74746	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KA88652	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KA88665	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KA88666	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KA88700	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KA88701	47535	WNBC	0009-8254-56 NBC Telemundo	TP	06/01/07*	Pending – File No. BRCT-20070131AJJ

**Broadcast Auxiliary Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>Facility ID Number (FIN)</b>	<b>Parent Call Sign</b>	<b>FCC Registration Number (FRN)/ Licensee</b>	<b>Service Code</b>	<b>Exp. Date</b>	<b>Renewal Status/ Application Number</b>
			License Co.			
KA88702	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KA88714	74170	WVIT	0009-8254-56 NBC Telemundo License Co.	TP	04/01/07*	Pending – File No. BRCT-20061201BQF
KA88725	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KA88869	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KA9889	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KB55017	63154	WTVJ	0009-8254-56 NBC Telemundo License Co.	TP	02/01/13	
KB55023	63153	WCAU	0009-8254-56 NBC Telemundo License Co.	TP	08/01/07*	Pending – File No. BRCT-20070330AUC
KB55025	63153	WCAU	0009-8254-56 NBC Telemundo License Co.	TP	08/01/07*	Pending – File No. BRCT-20070330AUC
KB55252	47904	WRC-TV	0009-8254-56 NBC Telemundo License Co.	TP	10/01/04*	Pending – File No. BRCT-20040601BDX
KB55253	47904	WRC-TV	0009-8254-56 NBC Telemundo License Co.	TP	10/01/04*	Pending – File No. BRCT-20040601BDX
KB55279	47906	KNBC	0009-8254-56 NBC Telemundo License Co.	RP	12/01/06*	Pending – File No. BRCT-20060810AEC
KB55340	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KB55945	47906	KNBC	0009-8254-56	TP	12/01/06*	Pending – File No. BRCT-

**Broadcast Auxiliary Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>Facility ID Number (FIN)</b>	<b>Parent Call Sign</b>	<b>FCC Registration Number (FRN)/ Licensee</b>	<b>Service Code</b>	<b>Exp. Date</b>	<b>Renewal Status/ Application Number</b>
			NBC Telemundo License Co.			20060810AEC
KB55953	47906	KNBC	0009-8254-56 NBC Telemundo License Co.	TP	12/01/06*	Pending – File No. BRCT-20060810AEC
KB55980	63153	WCAU	0009-8254-56 NBC Telemundo License Co.	TP	08/01/07*	Pending – File No. BRCT-20070330AUC
KB55984	63153	WCAU	0009-8254-56 NBC Telemundo License Co.	TP	08/01/07*	Pending – File No. BRCT-20070330AUC
KB96705	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KB96963	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KB97159	64971	WSCV	0009-8254-56 NBC Telemundo License Co.	TP	02/01/13	
KB97222	63153	WCAU	0009-8254-56 NBC Telemundo License Co.	TP	08/01/07*	Pending – File No. BRCT-20070330AUC
KB97918	47904	WRC-TV	0009-8254-56 NBC Telemundo License Co.	TP	10/01/04*	Pending – File No. BRCT-20040601BDX
KC23459	47906	KNBC	0009-8254-56 NBC Telemundo License Co.	TP	12/01/06*	Pending – File No. BRCT-20060810AEC
KC23865	51864	WNEU	0009-8254-56 NBC Telemundo License Co.	TP	04/01/15	
KC24888	47904	WRC-TV	0009-8254-56 NBC Telemundo License Co.	TP	10/01/04*	Pending – File No. BRCT-20040601BDX
KC26100	64984	KTMD	0009-8254-56 NBC Telemundo License Co.	TP	08/01/14	

**Broadcast Auxiliary Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>Facility ID Number (FIN)</b>	<b>Parent Call Sign</b>	<b>FCC Registration Number (FRN)/ Licensee</b>	<b>Service Code</b>	<b>Exp. Date</b>	<b>Renewal Status/ Application Number</b>
KC26101	64987	KSTS	0009-8254-56 NBC Telemundo License Co.	TP	12/01/14	
KC26209	19783	KVEA	0009-8254-56 NBC Telemundo License Co.	TP	12/01/06*	Pending – File No. BRCT-20060810AEA
KC26210	19783	KVEA	0009-8254-56 NBC Telemundo License Co.	TP	12/01/06*	Pending – File No. BRCT-20060810AEA
KC26229	63154	WTVJ	0009-8254-56 NBC Telemundo License Co.	TP	02/01/13	
KC26231	73333	WNJU	0009-8254-56 NBC Telemundo License Co.	TP	06/01/15	
KC26405	70119	WSNS-TV	0009-8254-56 NBC Telemundo License Co.	TP	12/01/05*	Pending – File No. BRCT-20050801CFO
KC4934	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KC4976	47905	WMAQ-TV	0009-8254-56 NBC Telemundo License Co.	TP	12/01/05*	Pending – File No. BRCT-20050801CEL
KC5420	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KC5556	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KC5557	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KC5558	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KC5565	47905	WMAQ-TV	0009-8254-56 NBC Telemundo	TP	12/01/05*	Pending – File No. BRCT-20050801CEL

**Broadcast Auxiliary Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>Facility ID Number (FIN)</b>	<b>Parent Call Sign</b>	<b>FCC Registration Number (FRN)/ Licensee</b>	<b>Service Code</b>	<b>Exp. Date</b>	<b>Renewal Status/ Application Number</b>
			License Co.			
KC5567	47905	WMAQ-TV	0009-8254-56 NBC Telemundo License Co.	TP	12/01/05*	Pending – File No. BRCT-20050801CEL
KC5570	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KC5586	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KC5587	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KC5588	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KC6871	64971	WSCV	0009-8254-56 NBC Telemundo License Co.	RP	02/01/13	
KC6872	64971	WSCV	0009-8254-56 NBC Telemundo License Co.	RP	02/01/13	
KC6873	64971	WSCV	0009-8254-56 NBC Telemundo License Co.	RP	02/01/13	
KC6874	64971	WSCV	0009-8254-56 NBC Telemundo License Co.	RP	02/01/13	
KC7444	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KCE23	74170	WVIT	0009-8254-56 NBC Telemundo License Co.	TS	04/01/07*	Pending – File No. BRCT-20061201BQF
KD3670	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KD9528	47535	WNBC	0009-8254-56	RP	06/01/07*	Pending – File No.



**Broadcast Auxiliary Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>Facility ID Number (FIN)</b>	<b>Parent Call Sign</b>	<b>FCC Registration Number (FRN)/ Licensee</b>	<b>Service Code</b>	<b>Exp. Date</b>	<b>Renewal Status/ Application Number</b>
			NBC Telemundo License Co.			BRCT-20070131AJJ
KDL34	74170	WVIT	0009-8254-56 NBC Telemundo License Co.	TS	04/01/07*	Pending – File No. BRCT-20061201BQF
KDQ471	47905	WMAQ-TV	0009-8254-56 NBC Telemundo License Co.	RP	12/01/05*	Pending – File No. BRCT-20050801CEL
KDU944	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KE5950	47905	WMAQ-TV	0009-8254-56 NBC Telemundo License Co.	RP	12/01/05*	Pending – File No. BRCT-20050801CEL
KE8379	64971	WSCV	0009-8254-56 NBC Telemundo License Co.	RP	02/01/13	
KEH242	63153	WCAU	0009-8254-56 NBC Telemundo License Co.	RP	08/01/07*	Pending – File No. BRCT-20070330AUC
KEH378	63154	WTVJ	0009-8254-56 NBC Telemundo License Co.	RP	02/01/13	
KEH379	63154	WTVJ	0009-8254-56 NBC Telemundo License Co.	RP	02/01/13	
KEH387	63154	WTVJ	0009-8254-56 NBC Telemundo License Co.	RP	02/01/13	
KEH396	47906	KNBC	0009-8254-56 NBC Telemundo License Co.	RP	12/01/06*	Pending – File No. BRCT-20060810AEC
KEK322	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KES328	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ

**Broadcast Auxiliary Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>Facility ID Number (FIN)</b>	<b>Parent Call Sign</b>	<b>FCC Registration Number (FRN)/ Licensee</b>	<b>Service Code</b>	<b>Exp. Date</b>	<b>Renewal Status/ Application Number</b>
KF5656	74170	WVIT	0009-8254-56 NBC Telemundo License Co.	TP	04/01/07*	Pending – File No. BRCT-20061201BQF
KF5765	63153	WCAU	0009-8254-56 NBC Telemundo License Co.	RP	08/01/07*	Pending – File No. BRCT-20070330AUC
KFB438	47906	KNBC	0009-8254-56 NBC Telemundo License Co.	RP	12/01/06*	Pending – File No. BRCT-20060810AEC
KFH870	47906	KNBC	0009-8254-56 NBC Telemundo License Co.	RP	12/01/06*	Pending – File No. BRCT-20060810AEC
KFH896	47906	KNBC	0009-8254-56 NBC Telemundo License Co.	RP	12/01/06*	Pending – File No. BRCT-20060810AEC
KFH916	47906	KNBC	0009-8254-56 NBC Telemundo License Co.	RP	12/01/06*	Pending – File No. BRCT-20060810AEC
KFH944	47906	KNBC	0009-8254-56 NBC Telemundo License Co.	RP	12/01/06*	Pending – File No. BRCT-20060810AEC
KFI285	47906	KNBC	0009-8254-56 NBC Telemundo License Co.	RP	12/01/06*	Pending – File No. BRCT-20060810AEC
KFL858	64971	WSCV	0009-8254-56 NBC Telemundo License Co.	RP	02/01/13	
KFM628	74170	WVIT	0009-8254-56 NBC Telemundo License Co.	RP	04/01/07*	Pending – File No. BRCT-20061201BQF
KFR952	47904	WRC-TV	0009-8254-56 NBC Telemundo License Co.	RP	10/01/04*	Pending – File No. BRCT-20040601BDX
KG3482	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KG3577	47535	WNBC	0009-8254-56 NBC Telemundo	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ

**Broadcast Auxiliary Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>Facility ID Number (FIN)</b>	<b>Parent Call Sign</b>	<b>FCC Registration Number (FRN)/ Licensee</b>	<b>Service Code</b>	<b>Exp. Date</b>	<b>Renewal Status/ Application Number</b>
			License Co.			
KG3583	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KG3585	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KG3592	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KG3594	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KG3595	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KG3596	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KG3597	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KGH975	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KH4353	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KH7907	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KH8525	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KH9976	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KIJ706	64971	WSCV	0009-8254-56	RP	02/01/13	

**Broadcast Auxiliary Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>Facility ID Number (FIN)</b>	<b>Parent Call Sign</b>	<b>FCC Registration Number (FRN)/ Licensee</b>	<b>Service Code</b>	<b>Exp. Date</b>	<b>Renewal Status/ Application Number</b>
			NBC Telemundo License Co.			
KIM82	63154	WTVJ	0009-8254-56 NBC Telemundo License Co.	TS	02/01/13	
KIW51	63154	WTVJ	0009-8254-56 NBC Telemundo License Co.	TI	02/01/13	
KIZ895	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KJ8075	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KJ9375	47905	WMAQ-TV	0009-8254-56 NBC Telemundo License Co.	TP	12/01/05*	Pending – File No. BRCT-20050801CEL
KJP867	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KK4632	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KK5095	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KK5096	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KK5161	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KK8210	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KL2536	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TP	06/01/07*	Pending – File No. BRCT-20070131AJJ

**Broadcast Auxiliary Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>Facility ID Number (FIN)</b>	<b>Parent Call Sign</b>	<b>FCC Registration Number (FRN)/ Licensee</b>	<b>Service Code</b>	<b>Exp. Date</b>	<b>Renewal Status/ Application Number</b>
KL2969	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KL4291	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KL5891	47906	KNBC	0009-8254-56 NBC Telemundo License Co.	TP	12/01/06*	Pending – File No. BRCT-20060810AEC
KL6024	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KL6025	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KL6644	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KL6645	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KL7497	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KL7498	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KL7602	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KL9367	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KL9561	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KLM783	35994	KXTX-TV	0009-8254-56 NBC Telemundo	RP	08/01/14	

**Broadcast Auxiliary Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>Facility ID Number (FIN)</b>	<b>Parent Call Sign</b>	<b>FCC Registration Number (FRN)/ Licensee</b>	<b>Service Code</b>	<b>Exp. Date</b>	<b>Renewal Status/ Application Number</b>
			License Co.			
KLQ522	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KM2975	64971	WSCV	0009-8254-56 NBC Telemundo License Co.	RP	02/01/13	
KM5066	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KM9562	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KMQ22	35280	KNTV	0009-8254-56 NBC Telemundo License Co.	TS	12/01/06*	Pending – File No. BRCT-2006810ADW
KN5849	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KN5850	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KN5973	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KN5974	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KN5976	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KN5977	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KNA44	47906	KNBC	0009-8254-56 NBC Telemundo License Co.	TS	12/01/06*	Pending – File No. BRCT-20060810AEC
KNL42	47906	KNBC	0009-8254-56	AS	12/01/06*	Pending – File No. BRCT-

**Broadcast Auxiliary Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>Facility ID Number (FIN)</b>	<b>Parent Call Sign</b>	<b>FCC Registration Number (FRN)/ Licensee</b>	<b>Service Code</b>	<b>Exp. Date</b>	<b>Renewal Status/ Application Number</b>
			NBC Telemundo License Co.			20060810AEC
KO2229	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KO2501	47905	WMAQ-TV	0009-8254-56 NBC Telemundo License Co.	TP	12/01/05*	Pending – File No. BRCT-20050801CEL
KP4943	64971	WSCV	0009-8254-56 NBC Telemundo License Co.	RP	02/01/13	
KP4944	64971	WSCV	0009-8254-56 NBC Telemundo License Co.	RP	02/01/13	
KP7098	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KPE567	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KPE568	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KPE569	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KPE570	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KPE580	47906	KNBC	0009-8254-56 NBC Telemundo License Co.	RP	12/01/06*	Pending – File No. BRCT-20060810AEC
KPE581	47906	KNBC	0009-8254-56 NBC Telemundo License Co.	RP	12/01/06*	Pending – File No. BRCT-20060810AEC
KPE582	47906	KNBC	0009-8254-56 NBC Telemundo License Co.	RP	12/01/06*	Pending – File No. BRCT-20060810AEC

**Broadcast Auxiliary Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>Facility ID Number (FIN)</b>	<b>Parent Call Sign</b>	<b>FCC Registration Number (FRN)/ Licensee</b>	<b>Service Code</b>	<b>Exp. Date</b>	<b>Renewal Status/ Application Number</b>
KPE583	47906	KNBC	0009-8254-56 NBC Telemundo License Co.	RP	12/01/06*	Pending – File No. BRCT-20060810AEC
KPE688	47906	KNBC	0009-8254-56 NBC Telemundo License Co.	RP	12/01/06*	Pending – File No. BRCT-20060810AEC
KPE970	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KPE971	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KPE972	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KPE973	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KPE974	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KPE975	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KPF396	30601	KHRR	0009-8254-56 NBC Telemundo License Co.	RP	10/01/14	
KPF907	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KPF909	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KPG214	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KPG731	47535	WNBC	0009-8254-56 NBC Telemundo	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ



**Broadcast Auxiliary Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>Facility ID Number (FIN)</b>	<b>Parent Call Sign</b>	<b>FCC Registration Number (FRN)/ Licensee</b>	<b>Service Code</b>	<b>Exp. Date</b>	<b>Renewal Status/ Application Number</b>
			License Co.			
KPG941	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KPG952	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KPG994	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KPH200	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KPH715	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KPJ772	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KPJ964	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KPK494	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KPK498	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KPK531	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KPK863	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KPL535	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KPL538	47535	WNBC	0009-8254-56	RP	06/01/07*	Pending – File No.

**Broadcast Auxiliary Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>Facility ID Number (FIN)</b>	<b>Parent Call Sign</b>	<b>FCC Registration Number (FRN)/ Licensee</b>	<b>Service Code</b>	<b>Exp. Date</b>	<b>Renewal Status/ Application Number</b>
			NBC Telemundo License Co.			BRCT-20070131AJJ
KPL752	64971	WSCV	0009-8254-56 NBC Telemundo License Co.	RP	02/01/13	
KPL797	64971	WSCV	0009-8254-56 NBC Telemundo License Co.	RP	02/01/13	
KPM548	64987	KSTS	0009-8254-56 NBC Telemundo License Co.	RP	12/01/14	
KPN741	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KPP20	47906	KNBC	0009-8254-56 NBC Telemundo License Co.	TS	12/01/06*	Pending – File No. BRCT-20060810AEC
KPP21	47906	KNBC	0009-8254-56 NBC Telemundo License Co.	TS	12/01/06*	Pending – File No. BRCT-20060810AEC
KQ2011	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KQ2820	38375	KDEN-TV	0009-8254-56 NBC Telemundo License Co.	RP	04/01/14	
KQ5603	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KQ5619	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KQ7213	64971	WSCV	0009-8254-56 NBC Telemundo License Co.	RP	02/01/13	
KQ7214	64971	WSCV	0009-8254-56 NBC Telemundo License Co.	RP	02/01/13	

**Broadcast Auxiliary Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>Facility ID Number (FIN)</b>	<b>Parent Call Sign</b>	<b>FCC Registration Number (FRN)/ Licensee</b>	<b>Service Code</b>	<b>Exp. Date</b>	<b>Renewal Status/ Application Number</b>
KR2887	64971	WSCV	0009-8254-56 NBC Telemundo License Co.	RP	02/01/13	
KR2888	64971	WSCV	0009-8254-56 NBC Telemundo License Co.	RP	02/01/13	
KR2889	64971	WSCV	0009-8254-56 NBC Telemundo License Co.	RP	02/01/13	
KR5569	64971	WSCV	0009-8254-56 NBC Telemundo License Co.	RP	02/01/13	
KR5570	64971	WSCV	0009-8254-56 NBC Telemundo License Co.	RP	02/01/13	
KR5572	64971	WSCV	0009-8254-56 NBC Telemundo License Co.	RP	02/01/13	
KR7712	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KR7713	47904	WRC-TV	0009-8254-56 NBC Telemundo License Co.	TP	10/01/04*	Pending – File No. BRCT-20040601BDX
KR9518	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KR9519	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KR9520	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KR9521	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KR9527	47535	WNBC	0009-8254-56 NBC Telemundo	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ

**Broadcast Auxiliary Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>Facility ID Number (FIN)</b>	<b>Parent Call Sign</b>	<b>FCC Registration Number (FRN)/ Licensee</b>	<b>Service Code</b>	<b>Exp. Date</b>	<b>Renewal Status/ Application Number</b>
			License Co.			
KR9537	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KRI908	47906	KNBC	0009-8254-56 NBC Telemundo License Co.	RP	12/01/06*	Pending – File No. BRCT-20060810AEC
KRU72	73333	WNJU	0009-8254-56 NBC Telemundo License Co.	TS	06/01/15	
KS2115	74170	WVIT	0009-8254-56 NBC Telemundo License Co.	TP	04/01/07*	Pending – File No. BRCT-20061201BQF
KS2146	63154	WTVJ	0009-8254-56 NBC Telemundo License Co.	RP	02/01/13	
KS3389	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KS3412	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KS4422	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KS5737	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KS7083	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KSQ556	63153	WCAU	0009-8254-56 NBC Telemundo License Co.	RP	08/01/07*	Pending – File No. BRCT-20070330AUC
KTP603	35280	KNTV	0009-8254-56 NBC Telemundo License Co.	RP	12/01/06*	Pending – File No. BRCT-2006810ADW
KTP604	35280	KNTV	0009-8254-56	RP	12/01/06*	Pending – File No.

**Broadcast Auxiliary Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>Facility ID Number (FIN)</b>	<b>Parent Call Sign</b>	<b>FCC Registration Number (FRN)/ Licensee</b>	<b>Service Code</b>	<b>Exp. Date</b>	<b>Renewal Status/ Application Number</b>
			NBC Telemundo License Co.			BRCT-20060810ADW
KU2543	63153	WCAU	0009-8254-56 NBC Telemundo License Co.	TP	08/01/07*	Pending – File No. BRCT-20070330AUC
KU2548	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KU2549	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KU2550	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KU3968	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KU3969	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KU3972	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KU3973	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KU3976	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KU6700	64971	WSCV	0009-8254-56 NBC Telemundo License Co.	RP	02/01/13	
KU6701	64971	WSCV	0009-8254-56 NBC Telemundo License Co.	RP	02/01/13	
KU6702	64971	WSCV	0009-8254-56 NBC Telemundo License Co.	RP	02/01/13	

**Broadcast Auxiliary Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>Facility ID Number (FIN)</b>	<b>Parent Call Sign</b>	<b>FCC Registration Number (FRN)/ Licensee</b>	<b>Service Code</b>	<b>Exp. Date</b>	<b>Renewal Status/ Application Number</b>
KU6703	64971	WSCV	0009-8254-56 NBC Telemundo License Co.	RP	02/01/13	
KU6704	64971	WSCV	0009-8254-56 NBC Telemundo License Co.	RP	02/01/13	
KU6705	64971	WSCV	0009-8254-56 NBC Telemundo License Co.	RP	02/01/13	
KU6781	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KU9118	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KU9203	47905	WMAQ-TV	0009-8254-56 NBC Telemundo License Co.	TP	12/01/05*	Pending – File No. BRCT-20050801CEL
KV4932	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KV5993	64971	WSCV	0009-8254-56 NBC Telemundo License Co.	RP	02/01/13	
KV6049	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KV8063	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KVH939	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KVL308	38375	KDEN-TV	0009-8254-56 NBC Telemundo License Co.	RP	04/01/14	
KW4071	47535	WNBC	0009-8254-56 NBC Telemundo	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ

**Broadcast Auxiliary Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>Facility ID Number (FIN)</b>	<b>Parent Call Sign</b>	<b>FCC Registration Number (FRN)/ Licensee</b>	<b>Service Code</b>	<b>Exp. Date</b>	<b>Renewal Status/ Application Number</b>
			License Co.			
KW4075	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KW4103	63154	WTVJ	0009-8254-56 NBC Telemundo License Co.	TP	02/01/13	
KW5941	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KWU63	35280	KNTV	0009-8254-56 NBC Telemundo License Co.	TS	12/01/06*	Pending – File No. BRCT-20060810ADW
KX3726	63153	WCAU	0009-8254-56 NBC Telemundo License Co.	TP	08/01/07*	Pending – File No. BRCT-20070330AUC
KX7998	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KXZ923	64971	WSCV	0009-8254-56 NBC Telemundo License Co.	RP	02/01/13	
KY2927	74170	WVIT	0009-8254-56 NBC Telemundo License Co.	TP	04/01/07*	Pending – File No. BRCT-20061201BQF
KY5643	47905	WMAQ-TV	0009-8254-56 NBC Telemundo License Co.	TP	12/01/05*	Pending – File No. BRCT-20050801CEL
KZ2496	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KZ2497	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KZ2498	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
KZ2499	47535	WNBC	0009-8254-56	RP	06/01/07*	Pending – File No.

**Broadcast Auxiliary Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>Facility ID Number (FIN)</b>	<b>Parent Call Sign</b>	<b>FCC Registration Number (FRN)/ Licensee</b>	<b>Service Code</b>	<b>Exp. Date</b>	<b>Renewal Status/ Application Number</b>
			NBC Telemundo License Co.			BRCT-20070131AJJ
KZH803	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
WAQ266	47904	WRC-TV	0009-8254-56 NBC Telemundo License Co.	TI	10/01/04*	Pending – File No. BRCT-20040601BDX
WAQ285	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TI	06/01/07*	Pending – File No. BRCT-20070131AJJ
WAQ327	47906	KNBC	0009-8254-56 NBC Telemundo License Co.	TI	12/01/06*	Pending – File No. BRCT-20060810AEC
WAQ358	47905	WMAQ-TV	0009-8254-56 NBC Telemundo License Co.	TI	12/01/05*	Pending – File No. BRCT-20050801CEL
WAQ359	47905	WMAQ-TV	0009-8254-56 NBC Telemundo License Co.	TS	12/01/05*	Pending – File No. BRCT-20050801CEL
WBG588	63154	WTVJ	0009-8254-56 NBC Telemundo License Co.	TS	02/01/13	
WBM649	63153	WCAU	0009-8254-56 NBC Telemundo License Co.	TI	08/01/07*	Pending – File No. BRCT-20070330AUC
WBM696	47905	WMAQ-TV	0009-8254-56 NBC Telemundo License Co.	TI	12/01/05*	Pending – File No. BRCT-20050801CEL
WBM697	47905	WMAQ-TV	0009-8254-56 NBC Telemundo License Co.	TI	12/01/05*	Pending – File No. BRCT-20050801CEL
WBS322	63153	WCAU	0009-8254-56 NBC Telemundo License Co.	TS	08/01/07*	Pending – File No. BRCT-20070330AUC
WBS360	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TI	06/01/07*	Pending – File No. BRCT-20070131AJJ



**Broadcast Auxiliary Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>Facility ID Number (FIN)</b>	<b>Parent Call Sign</b>	<b>FCC Registration Number (FRN)/ Licensee</b>	<b>Service Code</b>	<b>Exp. Date</b>	<b>Renewal Status/ Application Number</b>
WCD988	35280	KNTV	0009-8254-56 NBC Telemundo License Co.	TI	12/01/06*	Pending – File No. BRCT-20060810ADW
WCG747	47906	KNBC	0009-8254-56 NBC Telemundo License Co.	TI	12/01/06*	Pending – File No. BRCT-20060810AEC
WCG748	47906	KNBC	0009-8254-56 NBC Telemundo License Co.	TI	12/01/06*	Pending – File No. BRCT-20060810AEC
WCG749	47906	KNBC	0009-8254-56 NBC Telemundo License Co.	TI	12/01/06*	Pending – File No. BRCT-20060810AEC
WCG750	47906	KNBC	0009-8254-56 NBC Telemundo License Co.	TI	12/01/06*	Pending – File No. BRCT-20060810AEC
WCG751	47906	KNBC	0009-8254-56 NBC Telemundo License Co.	TI	12/01/06*	Pending – File No. BRCT-20060810AEC
WCG752	47906	KNBC	0009-8254-56 NBC Telemundo License Co.	TI	12/01/06*	Pending – File No. BRCT-20060810AEC
WCQ497	47904	WRC-TV	0009-8254-56 NBC Telemundo License Co.	TI	10/01/04*	Pending – File No. BRCT-20040601BDX
WCX474	47905	WMAQ-TV	0009-8254-56 NBC Telemundo License Co.	TI	12/01/05*	Pending – File No. BRCT-20050801CEL
WDD673	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TI	06/01/07*	Pending – File No. BRCT-20070131AJJ
WDD674	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TI	06/01/07*	Pending – File No. BRCT-20070131AJJ
WDF039	70119	WSNS-TV	0009-8254-56 NBC Telemundo License Co.	TS	12/01/05*	Pending – File No. BRCT-20050801CFO
WDT935	47535	WNBC	0009-8254-56 NBC Telemundo	TI	06/01/07*	Pending – File No. BRCT-20070131AJJ

**Broadcast Auxiliary Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>Facility ID Number (FIN)</b>	<b>Parent Call Sign</b>	<b>FCC Registration Number (FRN)/ Licensee</b>	<b>Service Code</b>	<b>Exp. Date</b>	<b>Renewal Status/ Application Number</b>
			License Co.			
WDT936	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TI	06/01/07*	Pending – File No. BRCT-20070131AJJ
WFD450	73333	WNJU	0009-8254-56 NBC Telemundo License Co.	TI	06/01/15	
WFD515	47905	WMAQ-TV	0009-8254-56 NBC Telemundo License Co.	TI	12/01/05*	Pending – File No. BRCT-20050801CEL
WFD518	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TI	06/01/07*	Pending – File No. BRCT-20070131AJJ
WFD519	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TI	06/01/07*	Pending – File No. BRCT-20070131AJJ
WFW628	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TI	06/01/07*	Pending – File No. BRCT-20070131AJJ
WFW629	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TI	06/01/07*	Pending – File No. BRCT-20070131AJJ
WFW680	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TI	06/01/07*	Pending – File No. BRCT-20070131AJJ
WGH929	63154	WTVJ	0009-8254-56 NBC Telemundo License Co.	TI	02/01/13	
WGI274	64971	WSCV	0009-8254-56 NBC Telemundo License Co.	TS	02/01/13	
WGM089	19783	KVEA	0009-8254-56 NBC Telemundo License Co.	TS	12/01/06*	Pending – File No. BRCT-20060810AEA
WGR096	47905	WMAQ-TV	0009-8254-56 NBC Telemundo License Co.	TS	12/01/05*	Pending – File No. BRCT-20050801CEL
WGV642	74170	WVIT	0009-8254-56	TI	04/01/07*	Pending – File No.

**Broadcast Auxiliary Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>Facility ID Number (FIN)</b>	<b>Parent Call Sign</b>	<b>FCC Registration Number (FRN)/ Licensee</b>	<b>Service Code</b>	<b>Exp. Date</b>	<b>Renewal Status/ Application Number</b>
			NBC Telemundo License Co.			BRCT-20061201BQF
WGV733	74170	WVIT	0009-8254-56 NBC Telemundo License Co.	TS	04/01/07*	Pending – File No. BRCT-20061201BQF
WGW975	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TI	06/01/07*	Pending – File No. BRCT-20070131AJJ
WGX240	63154	WTVJ	0009-8254-56 NBC Telemundo License Co.	TI	02/01/13	
WGX252	64987	KSTS	0009-8254-56 NBC Telemundo License Co.	TS	12/01/14	
WGX257	64987	KSTS	0009-8254-56 NBC Telemundo License Co.	TI	12/01/14	
WGZ551	47906	KNBC	0009-8254-56 NBC Telemundo License Co.	TI	12/01/06*	Pending – File No. BRCT-20060810AEC
WHA881	47906	KNBC	0009-8254-56 NBC Telemundo License Co.	TI	12/01/06*	Pending – File No. BRCT-20060810AEC
WHA882	47906	KNBC	0009-8254-56 NBC Telemundo License Co.	TI	12/01/06*	Pending – File No. BRCT-20060810AEC
WHB230	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TS	06/01/07*	Pending – File No. BRCT-20070131AJJ
WHB231	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TI	06/01/07*	Pending – File No. BRCT-20070131AJJ
WHB232	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TI	06/01/07*	Pending – File No. BRCT-20070131AJJ
WHB342	63154	WTVJ	0009-8254-56 NBC Telemundo License Co.	TS	02/01/13	

**Broadcast Auxiliary Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>Facility ID Number (FIN)</b>	<b>Parent Call Sign</b>	<b>FCC Registration Number (FRN)/ Licensee</b>	<b>Service Code</b>	<b>Exp. Date</b>	<b>Renewal Status/ Application Number</b>
WHB657	47905	WMAQ-TV	0009-8254-56 NBC Telemundo License Co.	TI	12/01/05*	Pending – File No. BRCT-20050801CEL
WHB741	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TI	06/01/07*	Pending – File No. BRCT-20070131AJJ
WHE709	47906	KNBC	0009-8254-56 NBC Telemundo License Co.	RP	12/01/06*	Pending – File No. BRCT-20060810AEC
WHE710	47906	KNBC	0009-8254-56 NBC Telemundo License Co.	RP	12/01/06*	Pending – File No. BRCT-20060810AEC
WHE854	47904	WRC-TV	0009-8254-56 NBC Telemundo License Co.	RP	10/01/04*	Pending – File No. BRCT-20040601BDX
WHG291	63154	WTVJ	0009-8254-56 NBC Telemundo License Co.	TI	02/01/13	
WHG357	47904	WRC-TV	0009-8254-56 NBC Telemundo License Co.	TI	10/01/04*	Pending – File No. BRCT-20040601BDX
WHG360	47904	WRC-TV	0009-8254-56 NBC Telemundo License Co.	TI	10/01/04*	Pending – File No. BRCT-20040601BDX
WHG361	47904	WRC-TV	0009-8254-56 NBC Telemundo License Co.	TI	10/01/04*	Pending – File No. BRCT-20040601BDX
WHG439	47904	WRC-TV	0009-8254-56 NBC Telemundo License Co.	TI	10/01/04*	Pending – File No. BRCT-20040601BDX
WHN293	19783	KVEA	0009-8254-56 NBC Telemundo License Co.	TI	12/01/06*	Pending – File No. BRCT-20060810AEA
WHN313	47904	WRC-TV	0009-8254-56 NBC Telemundo License Co.	TI	10/01/04*	Pending – File No. BRCT-20040601BDX
WHN361	19783	KVEA	0009-8254-56 NBC Telemundo	TI	12/01/06*	Pending – File No. BRCT-20060810AEA

**Broadcast Auxiliary Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>Facility ID Number (FIN)</b>	<b>Parent Call Sign</b>	<b>FCC Registration Number (FRN)/ Licensee</b>	<b>Service Code</b>	<b>Exp. Date</b>	<b>Renewal Status/ Application Number</b>
			License Co.			
WHS477 (Authorization will be cancelled)	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TI	06/01/07*	Pending – File No. BRCT-20070131AJJ
WHS741	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TI	06/01/07*	Pending – File No. BRCT-20070131AJJ
WHY209	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TI	06/01/07*	Pending – File No. BRCT-20070131AJJ
WHY210	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TI	06/01/07*	Pending – File No. BRCT-20070131AJJ
WHY311	47906	KNBC	0009-8254-56 NBC Telemundo License Co.	TI	12/01/06*	Pending – File No. BRCT-20060810AEC
WHY589	47906	KNBC	0009-8254-56 NBC Telemundo License Co.	TI	12/01/06*	Pending – File No. BRCT-20060810AEC
WHY590	47906	KNBC	0009-8254-56 NBC Telemundo License Co.	TI	12/01/06*	Pending – File No. BRCT-20060810AEC
WII53	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TS	06/01/07*	Pending – File No. BRCT-20070131AJJ
WLD237	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TI	06/01/07*	Pending – File No. BRCT-20070131AJJ
WLD258	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TI	06/01/07*	Pending – File No. BRCT-20070131AJJ
WLD644	47906	KNBC	0009-8254-56 NBC Telemundo License Co.	TI	12/01/06*	Pending – File No. BRCT-20060810AEC
WLD648	47906	KNBC	0009-8254-56 NBC Telemundo License Co.	TI	12/01/06*	Pending – File No. BRCT-20060810AEC

**Broadcast Auxiliary Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>Facility ID Number (FIN)</b>	<b>Parent Call Sign</b>	<b>FCC Registration Number (FRN)/ Licensee</b>	<b>Service Code</b>	<b>Exp. Date</b>	<b>Renewal Status/ Application Number</b>
WLD754	47906	KNBC	0009-8254-56 NBC Telemundo License Co.	TI	12/01/06*	Pending – File No. BRCT-20060810AEC
WLE322	64987	KSTS	0009-8254-56 NBC Telemundo License Co.	TS	12/01/14	
WLE325	64987	KSTS	0009-8254-56 NBC Telemundo License Co.	TS	12/01/14	
WLE326	64987	KSTS	0009-8254-56 NBC Telemundo License Co.	TI	12/01/14	
WLE327	64987	KSTS	0009-8254-56 NBC Telemundo License Co.	TI	12/01/14	
WLE370	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TI	06/01/07*	Pending – File No. BRCT-20070131AJJ
WLE371	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TI	06/01/07*	Pending – File No. BRCT-20070131AJJ
WLE373	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TI	06/01/07*	Pending – File No. BRCT-20070131AJJ
WLE374	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TI	06/01/07*	Pending – File No. BRCT-20070131AJJ
WLE375	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TI	06/01/07*	Pending – File No. BRCT-20070131AJJ
WLE498	51864	WNEU	0009-8254-56 NBC Telemundo License Co.	TI	04/01/15	
WLE501	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TI	06/01/07*	Pending – File No. BRCT-20070131AJJ
WLE580	70119	WSNS-TV	0009-8254-56 NBC Telemundo	TI	12/01/05*	Pending – File No. BRCT-20050801CFO

**Broadcast Auxiliary Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>Facility ID Number (FIN)</b>	<b>Parent Call Sign</b>	<b>FCC Registration Number (FRN)/ Licensee</b>	<b>Service Code</b>	<b>Exp. Date</b>	<b>Renewal Status/ Application Number</b>
			License Co.			
WLE660	47906	KNBC	0009-8254-56 NBC Telemundo License Co.	TI	12/01/06*	Pending – File No. BRCT-20060810AEC
WLE674	63153	WCAU	0009-8254-56 NBC Telemundo License Co.	TS	08/01/07*	Pending – File No. BRCT-20070330AUC
WLE944	30601	KHRR	0009-8254-56 NBC Telemundo License Co.	TS	10/01/14	
WLE996	19783	KVEA	0009-8254-56 NBC Telemundo License Co.	TI	12/01/06*	Pending – File No. BRCT-20060810AEA
WLF970	51864	WNEU	0009-8254-56 NBC Telemundo License Co.	TS	04/01/15	
WLF972	64971	WSCV	0009-8254-56 NBC Telemundo License Co.	TI	02/01/13	
WLF978	64971	WSCV	0009-8254-56 NBC Telemundo License Co.	TI	02/01/13	
WLG385	47906	KNBC	0009-8254-56 NBC Telemundo License Co.	TI	12/01/06*	Pending – File No. BRCT-20060810AEC
WLG473	47906	KNBC	0009-8254-56 NBC Telemundo License Co.	TI	12/01/06*	Pending – File No. BRCT-20060810AEC
WLG737	47906	KNBC	0009-8254-56 NBC Telemundo License Co.	TI	12/01/06*	Pending – File No. BRCT-20060810AEC
WLG779	47906	KNBC	0009-8254-56 NBC Telemundo License Co.	TI	12/01/06*	Pending – File No. BRCT-20060810AEC
WLI449	63153	WCAU	0009-8254-56 NBC Telemundo License Co.	TI	08/01/07*	Pending – File No. BRCT-20070330AUC
WLI937	47904	WRC-TV	0009-8254-56	TI	10/01/04*	Pending – File No.

**Broadcast Auxiliary Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>Facility ID Number (FIN)</b>	<b>Parent Call Sign</b>	<b>FCC Registration Number (FRN)/ Licensee</b>	<b>Service Code</b>	<b>Exp. Date</b>	<b>Renewal Status/ Application Number</b>
			NBC Telemundo License Co.			BRCT-20040601BDX
WLI938	47904	WRC-TV	0009-8254-56 NBC Telemundo License Co.	TI	10/01/04*	Pending – File No. BRCT-20040601BDX
WLJ407	47904	WRC-TV	0009-8254-56 NBC Telemundo License Co.	TI	10/01/04*	Pending – File No. BRCT-20040601BDX
WLJ539	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TI	06/01/07*	Pending – File No. BRCT-20070131AJJ
WLL447	63153	WCAU	0009-8254-56 NBC Telemundo License Co.	TI	08/01/07*	Pending – File No. BRCT-20070330AUC
WLL473	64984	KTMD	0009-8254-56 NBC Telemundo License Co.	TI	08/01/14	
WLL703	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TI	06/01/07*	Pending – File No. BRCT-20070131AJJ
WLL705	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TI	06/01/07*	Pending – File No. BRCT-20070131AJJ
WLO265	64984	KTMD	0009-8254-56 NBC Telemundo License Co.	TS	08/01/14	
WLO292	64987	KSTS	0009-8254-56 NBC Telemundo License Co.	TI	12/01/14	
WLO370	47905	WMAQ-TV	0009-8254-56 NBC Telemundo License Co.	TI	12/01/05*	Pending – File No. BRCT-20050801CEL
WLO636	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TI	06/01/07*	Pending – File No. BRCT-20070131AJJ
WLO637	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TI	06/01/07*	Pending – File No. BRCT-20070131AJJ



**Broadcast Auxiliary Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>Facility ID Number (FIN)</b>	<b>Parent Call Sign</b>	<b>FCC Registration Number (FRN)/ Licensee</b>	<b>Service Code</b>	<b>Exp. Date</b>	<b>Renewal Status/ Application Number</b>
WLO641	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TI	06/01/07*	Pending – File No. BRCT-20070131AJJ
WLO643	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TI	06/01/07*	Pending – File No. BRCT-20070131AJJ
WLO692	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TI	06/01/07*	Pending – File No. BRCT-20070131AJJ
WLO693	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TI	06/01/07*	Pending – File No. BRCT-20070131AJJ
WLO694	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TI	06/01/07*	Pending – File No. BRCT-20070131AJJ
WLO695	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TI	06/01/07*	Pending – File No. BRCT-20070131AJJ
WLO696	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TI	06/01/07*	Pending – File No. BRCT-20070131AJJ
WLO697	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TI	06/01/07*	Pending – File No. BRCT-20070131AJJ
WLO698	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TI	06/01/07*	Pending – File No. BRCT-20070131AJJ
WLO699	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TI	06/01/07*	Pending – File No. BRCT-20070131AJJ
WLO757	63154	WTVJ	0009-8254-56 NBC Telemundo License Co.	TI	02/01/13	
WLO816	63153	WCAU	0009-8254-56 NBC Telemundo License Co.	TI	08/01/07*	Pending – File No. BRCT-20070330AUC
WLO818	63154	WTVJ	0009-8254-56 NBC Telemundo	TI	02/01/13	

**Broadcast Auxiliary Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>Facility ID Number (FIN)</b>	<b>Parent Call Sign</b>	<b>FCC Registration Number (FRN)/ Licensee</b>	<b>Service Code</b>	<b>Exp. Date</b>	<b>Renewal Status/ Application Number</b>
			License Co.			
WLO819	63154	WTVJ	0009-8254-56 NBC Telemundo License Co.	TI	02/01/13	
WLO850	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TI	06/01/07*	Pending – File No. BRCT-20070131AJJ
WLO965	64969	KVDA	0009-8254-56 NBC Telemundo License Co.	TS	08/01/14	
WLP223	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TI	06/01/07*	Pending – File No. BRCT-20070131AJJ
WLP226	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TI	06/01/07*	Pending – File No. BRCT-20070131AJJ
WLP418	63154	WTVJ	0009-8254-56 NBC Telemundo License Co.	TI	02/01/13	
WLP423	63154	WTVJ	0009-8254-56 NBC Telemundo License Co.	TI	02/01/13	
WLP424	63154	WTVJ	0009-8254-56 NBC Telemundo License Co.	TS	02/01/13	
WLP688	51864	WNEU	0009-8254-56 NBC Telemundo License Co.	TI	04/01/15	
WLQ245	64984	KTMD	0009-8254-56 NBC Telemundo License Co.	TI	08/01/14	
WLQ275	81458	KTAZ	0009-8254-56 NBC Telemundo License Co.	TS	10/01/14	
WLQ391	63153	WCAU	0009-8254-56 NBC Telemundo License Co.	TI	08/01/07*	Pending – File No. BRCT-20070330AUC
WLQ910	64971	WSCV	0009-8254-56	TI	02/01/13	

**Broadcast Auxiliary Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>Facility ID Number (FIN)</b>	<b>Parent Call Sign</b>	<b>FCC Registration Number (FRN)/ Licensee</b>	<b>Service Code</b>	<b>Exp. Date</b>	<b>Renewal Status/ Application Number</b>
			NBC Telemundo License Co.			
WLQ911	64971	WSCV	0009-8254-56 NBC Telemundo License Co.	TI	02/01/13	
WME804	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TI	06/01/07*	Pending – File No. BRCT-20070131AJJ
WME805	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TI	06/01/07*	Pending – File No. BRCT-20070131AJJ
WME806	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TI	06/01/07*	Pending – File No. BRCT-20070131AJJ
WME807	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TI	06/01/07*	Pending – File No. BRCT-20070131AJJ
WME808	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TI	06/01/07*	Pending – File No. BRCT-20070131AJJ
WME809	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TI	06/01/07*	Pending – File No. BRCT-20070131AJJ
WMF308	64987	KSTS	0009-8254-56 NBC Telemundo License Co.	TI	12/01/14	
WMF312	64987	KSTS	0009-8254-56 NBC Telemundo License Co.	TI	12/01/14	
WMF316	64987	KSTS	0009-8254-56 NBC Telemundo License Co.	TI	12/01/14	
WMF332	63154	WTVJ	0009-8254-56 NBC Telemundo License Co.	TI	02/01/13	
WMF333	63154	WTVJ	0009-8254-56 NBC Telemundo License Co.	TS	02/01/13	

**Broadcast Auxiliary Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>Facility ID Number (FIN)</b>	<b>Parent Call Sign</b>	<b>FCC Registration Number (FRN)/ Licensee</b>	<b>Service Code</b>	<b>Exp. Date</b>	<b>Renewal Status/ Application Number</b>
WMF956	63154	WTVJ	0009-8254-56 NBC Telemundo License Co.	TT	02/01/13	
WMG285	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TI	06/01/07*	Pending – File No. BRCT-20070131AJJ
WMG286	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TI	06/01/07*	Pending – File No. BRCT-20070131AJJ
WMG411	47905	WMAQ-TV	0009-8254-56 NBC Telemundo License Co.	TI	12/01/05*	Pending – File No. BRCT-20050801CEL
WMU485	64984	KTMD	0009-8254-56 NBC Telemundo License Co.	TI	08/01/14	
WMU506	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TI	06/01/07*	Pending – File No. BRCT-20070131AJJ
WMU659	64987	KSTS	0009-8254-56 NBC Telemundo License Co.	TI	12/01/14	
WMU660	63151	W58BU (WTVJ)	0009-8254-56 NBC Telemundo License Co.	TT	02/01/13	
WMU885	63154	WTVJ	0009-8254-56 NBC Telemundo License Co.	TI	02/01/13	
WMU923	63153	WCAU	0009-8254-56 NBC Telemundo License Co.	TI	08/01/07*	Pending – File No. BRCT-20070330AUC
WMU924	63153	WCAU	0009-8254-56 NBC Telemundo License Co.	TI	08/01/07*	Pending – File No. BRCT-20070330AUC
WMU925	63153	WCAU	0009-8254-56 NBC Telemundo License Co.	TI	08/01/07*	Pending – File No. BRCT-20070330AUC
WMU926	63153	WCAU	0009-8254-56 NBC Telemundo	TI	08/01/07*	Pending – File No. BRCT-20070330AUC

**Broadcast Auxiliary Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>Facility ID Number (FIN)</b>	<b>Parent Call Sign</b>	<b>FCC Registration Number (FRN)/ Licensee</b>	<b>Service Code</b>	<b>Exp. Date</b>	<b>Renewal Status/ Application Number</b>
			License Co.			
WMU990	47905	WMAQ-TV	0009-8254-56 NBC Telemundo License Co.	TI	12/01/05*	Pending – File No. BRCT-20050801CEL
WMV228	63154	WTVJ	0009-8254-56 NBC Telemundo License Co.	TI	02/01/13	
WMV483	63153	WCAU	0009-8254-56 NBC Telemundo License Co.	TI	08/01/07*	Pending – File No. BRCT-20070330AUC
WMV609	47906	KNBC	0009-8254-56 NBC Telemundo License Co.	TI	12/01/06*	Pending – File No. BRCT-20060810AEC
WMV777	63154	WTVJ	0009-8254-56 NBC Telemundo License Co.	TS	02/01/13	
WMV778	63154	WTVJ	0009-8254-56 NBC Telemundo License Co.	TI	02/01/13	
WMV779	63154	WTVJ	0009-8254-56 NBC Telemundo License Co.	TI	02/01/13	
WMV918	63154	WTVJ	0009-8254-56 NBC Telemundo License Co.	TI	02/01/13	
WMV919	63154	WTVJ	0009-8254-56 NBC Telemundo License Co.	TS	02/01/13	
WMV920	63154	WTVJ	0009-8254-56 NBC Telemundo License Co.	TI	02/01/13	
WMV921	63154	WTVJ	0009-8254-56 NBC Telemundo License Co.	TI	02/01/13	
WMV922	63154	WTVJ	0009-8254-56 NBC Telemundo License Co.	TI	02/01/13	
WPJB330	64987	KSTS	0009-8254-56	TS	12/01/14	

**Broadcast Auxiliary Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>Facility ID Number (FIN)</b>	<b>Parent Call Sign</b>	<b>FCC Registration Number (FRN)/ Licensee</b>	<b>Service Code</b>	<b>Exp. Date</b>	<b>Renewal Status/ Application Number</b>
			NBC Telemundo License Co.			
WPJD241	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TI	06/01/07*	Pending – File No. BRCT-20070131AJJ
WPJE288	63154	WTVJ	0009-8254-56 NBC Telemundo License Co.	TI	02/01/13	
WPJE289	63154	WTVJ	0009-8254-56 NBC Telemundo License Co.	TI	02/01/13	
WPJE462	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TI	06/01/07*	Pending – File No. BRCT-20070131AJJ
WPJF926	35280	KNTV	0009-8254-56 NBC Telemundo License Co.	TI	12/01/06*	Pending – File No. BRCT-20060810ADW
WPNB238	35280	KNTV	0009-8254-56 NBC Telemundo License Co.	TI	12/01/06*	Pending – File No. BRCT-20060810ADW
WPND873	41120	K28EY (KHRR)	0009-8254-56 NBC Telemundo License Co.	TT	10/01/14	
WPNF603	63153	WCAU	0009-8254-56 NBC Telemundo License Co.	TI	08/01/07*	Pending – File No. BRCT-20070330AUC
WPNF746	47905	WMAQ-TV	0009-8254-56 NBC Telemundo License Co.	TI	12/01/05*	Pending – File No. BRCT-20050801CEL
WPNF749	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TI	06/01/07*	Pending – File No. BRCT-20070131AJJ
WPNF751	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TI	06/01/07*	Pending – File No. BRCT-20070131AJJ
WPNF752	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TI	06/01/07*	Pending – File No. BRCT-20070131AJJ

**Broadcast Auxiliary Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>Facility ID Number (FIN)</b>	<b>Parent Call Sign</b>	<b>FCC Registration Number (FRN)/ Licensee</b>	<b>Service Code</b>	<b>Exp. Date</b>	<b>Renewal Status/ Application Number</b>
WPNF761	47905	WMAQ-TV	0009-8254-56 NBC Telemundo License Co.	TI	12/01/05*	Pending – File No. BRCT-20050801CEL
WPNF764	47905	WMAQ-TV	0009-8254-56 NBC Telemundo License Co.	TI	12/01/05*	Pending – File No. BRCT-20050801CEL
WPNF800	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TI	06/01/07*	Pending – File No. BRCT-20070131AJJ
WPNK632	35280	KNTV	0009-8254-56 NBC Telemundo License Co.	TI	12/01/06*	Pending – File No. BRCT-20060810ADW
WPNM940	35280	KNTV	0009-8254-56 NBC Telemundo License Co.	TS	12/01/06*	Pending – File No. BRCT-20060810ADW
WPNM941	35280	KNTV	0009-8254-56 NBC Telemundo License Co.	TI	12/01/06*	Pending – File No. BRCT-20060810ADW
WPNN725	35280	KNTV	0009-8254-56 NBC Telemundo License Co.	TI	12/01/06*	Pending – File No. BRCT-20060810ADW
WPNN727	35280	KNTV	0009-8254-56 NBC Telemundo License Co.	TI	12/01/06*	Pending – File No. BRCT-20060810ADW
WPOL384	35994	KXTX-TV	0009-8254-56 NBC Telemundo License Co.	TS	08/01/14	
WPOQ473	63153	WCAU	0009-8254-56 NBC Telemundo License Co.	TI	08/01/07*	Pending – File No. BRCT-20070330AUC
WPOQ911	47906	KNBC	0009-8254-56 NBC Telemundo License Co.	TS	12/01/06*	Pending – File No. BRCT-20060810AEC
WPOU507	47904	WRC-TV	0009-8254-56 NBC Telemundo License Co.	TI	10/01/04*	Pending – File No. BRCT-20040601BDX
WPOV524	70119	WSNS-TV	0009-8254-56 NBC Telemundo	TS	12/01/05*	Pending – File No. BRCT-20050801CFO

**Broadcast Auxiliary Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>Facility ID Number (FIN)</b>	<b>Parent Call Sign</b>	<b>FCC Registration Number (FRN)/ Licensee</b>	<b>Service Code</b>	<b>Exp. Date</b>	<b>Renewal Status/ Application Number</b>
			License Co.			
WPOV525	70119	WSNS-TV	0009-8254-56 NBC Telemundo License Co.	TI	12/01/05*	Pending – File No. BRCT-20050801CFO
WPQQ820	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	TI	06/01/07*	Pending – File No. BRCT-20070131AJJ
WPQS869	64969	KVDA	0009-8254-56 NBC Telemundo License Co.	TP	08/01/14	
WPSY484	19783	KVEA	0009-8254-56 NBC Telemundo License Co.	TS	12/01/06*	Pending – File No. BRCT-20060810AEA
WPSY485	19783	KVEA	0009-8254-56 NBC Telemundo License Co.	TS	12/01/06*	Pending – File No. BRCT-20060810AEA
WPSZ885	19783	KVEA	0009-8254-56 NBC Telemundo License Co.	TS	12/01/06*	Pending – File No. BRCT-20060810AEA
WPTM678	47906	KNBC	0009-8254-56 NBC Telemundo License Co.	TI	12/01/06*	Pending – File No. BRCT-20060810AEC
WPTR962	47906	KNBC	0009-8254-56 NBC Telemundo License Co.	TI	12/01/06*	Pending – File No. BRCT-20060810AEC
WPUI620	35280	KNTV	0009-8254-56 NBC Telemundo License Co.	TI	12/01/06*	Pending – File No. BRCT-20060810ADW
WPUI710	35280	KNTV	0009-8254-56 NBC Telemundo License Co.	TI	12/01/06*	Pending – File No. BRCT-20060810ADW
WPUI711	35280	KNTV	0009-8254-56 NBC Telemundo License Co.	TI	12/01/06*	Pending – File No. BRCT-20060810ADW
WPUI712	35280	KNTV	0009-8254-56 NBC Telemundo License Co.	TI	12/01/06*	Pending – File No. BRCT-20060810ADW
WPUI720	35280	KNTV	0009-8254-56	TI	12/01/06*	Pending – File No.



**Broadcast Auxiliary Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>Facility ID Number (FIN)</b>	<b>Parent Call Sign</b>	<b>FCC Registration Number (FRN)/ Licensee</b>	<b>Service Code</b>	<b>Exp. Date</b>	<b>Renewal Status/ Application Number</b>
			NBC Telemundo License Co.			BRCT-20060810ADW
WPUI730	35280	KNTV	0009-8254-56 NBC Telemundo License Co.	TI	12/01/06*	Pending – File No. BRCT-20060810ADW
WPUI732	35280	KNTV	0009-8254-56 NBC Telemundo License Co.	TI	12/01/06*	Pending – File No. BRCT-20060810ADW
WPUT393	64971	WSCV	0009-8254-56 NBC Telemundo License Co.	TI	02/01/13	
WPUT394	64971	WSCV	0009-8254-56 NBC Telemundo License Co.	TI	02/01/13	
WPUW720	35280	KNTV	0009-8254-56 NBC Telemundo License Co.	TI	12/01/06*	Pending – File No. BRCT-20060810ADW
WPUY904	35280	KNTV	0009-8254-56 NBC Telemundo License Co.	TI	12/01/06*	Pending – File No. BRCT-20060810ADW
WPVK526	47906	KNBC	0009-8254-56 NBC Telemundo License Co.	TI	12/01/06*	Pending – File No. BRCT-20060810AEC
WPWE605	19783	KVEA	0009-8254-56 NBC Telemundo License Co.	TI	12/01/06*	Pending – File No. BRCT-20060810AEA
WPWP616	47906	KNBC	0009-8254-56 NBC Telemundo License Co.	TI	12/01/06*	Pending – File No. BRCT-20060810AEC
WPXC591	35280	KNTV	0009-8254-56 NBC Telemundo License Co.	TI	12/01/06*	Pending – File No. BRCT-20060810ADW
WPXE467	73333	WNJU	0009-8254-56 NBC Telemundo License Co.	TI	06/01/15	
WPXF245	73333	WNJU	0009-8254-56 NBC Telemundo License Co.	TS	06/01/15	

**Broadcast Auxiliary Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>Facility ID Number (FIN)</b>	<b>Parent Call Sign</b>	<b>FCC Registration Number (FRN)/ Licensee</b>	<b>Service Code</b>	<b>Exp. Date</b>	<b>Renewal Status/ Application Number</b>
WPXH693	35280	KNTV	0009-8254-56 NBC Telemundo License Co.	TI	12/01/06*	Pending – File No. BRCT-20060810ADW
WPXL643	58608	KNSO	0009-8254-56 NBC Telemundo License Co.	TI	12/01/14	
WPXL644	58608	KNSO	0009-8254-56 NBC Telemundo License Co.	TS	12/01/14	
WPXN347	73333	WNJU	0009-8254-56 NBC Telemundo License Co.	TS	06/01/15	
WPXQ366	64984	KTMD	0009-8254-56 NBC Telemundo License Co.	TS	08/01/14	
WPYC241	35280	KNTV	0009-8254-56 NBC Telemundo License Co.	TI	12/01/06*	Pending – File No. BRCT-20060810ADW
WPYE310	64969	KVDA	0009-8254-56 NBC Telemundo License Co.	LP	08/01/14	
WPYT430	35994	KXTX-TV	0009-8254-56 NBC Telemundo License Co.	TP	08/01/14	
WPZU838	35280	KNTV	0009-8254-56 NBC Telemundo License Co.	TI	12/01/06*	Pending – File No. BRCT-20060810ADW
WPZU839	35280	KNTV	0009-8254-56 NBC Telemundo License Co.	TI	12/01/06*	Pending – File No. BRCT-20060810ADW
WPZV749	47904	WRC-TV	0009-8254-56 NBC Telemundo License Co.	TI	10/01/04*	Pending – File No. BRCT-20040601BDX
WQA948	63153	WCAU	0009-8254-56 NBC Telemundo License Co.	RP	08/01/07*	Pending – File No. BRCT-20070330AUC
WQA954	63153	WCAU	0009-8254-56 NBC Telemundo	RP	08/01/07*	Pending – File No. BRCT-20070330AUC

**Broadcast Auxiliary Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>Facility ID Number (FIN)</b>	<b>Parent Call Sign</b>	<b>FCC Registration Number (FRN)/ Licensee</b>	<b>Service Code</b>	<b>Exp. Date</b>	<b>Renewal Status/ Application Number</b>
			License Co.			
WQAA818	63153	WCAU	0009-8254-56 NBC Telemundo License Co.	RP	08/01/07*	Pending – File No. BRCT-20070330AUC
WQAV247	73333	WNJU	0009-8254-56 NBC Telemundo License Co.	TI	06/01/15	
WQAW960	74170	WVIT	0009-8254-56 NBC Telemundo License Co.	TI	04/01/07*	Pending – File No. BRCT-20061201BQF
WQAY570	35280	KNTV	0009-8254-56 NBC Telemundo License Co.	TI	12/01/06*	Pending – File No. BRCT-2006810ADW
WQB268	63153	WCAU	0009-8254-56 NBC Telemundo License Co.	RP	08/01/07*	Pending – File No. BRCT-20070330AUC
WQB297	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
WQBU413	73333	WNJU	0009-8254-56 NBC Telemundo License Co.	TI	06/01/15	
WQEU676	47904	WRC-TV	0009-8254-56 NBC Telemundo License Co.	TI	10/01/04*	Pending – File No. BRCT-20040601BDX
WQGV201	73333	WNJU	0009-8254-56 NBC Telemundo License Co.	TS	06/01/15	
WQIM488	81458	KTAZ	0009-8254-56 NBC Telemundo License Co.	TI	10/01/14	
WQJZ522	38375	KDEN-TV	0009-8254-56 NBC Telemundo License Co.	TS	04/01/14	
WQKM350	38375	KDEN-TV	0009-8254-56 NBC Telemundo License Co.	TI	04/01/14	
WQKP910	47905	WMAQ-TV	0009-8254-56	TI		

**Broadcast Auxiliary Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>Facility ID Number (FIN)</b>	<b>Parent Call Sign</b>	<b>FCC Registration Number (FRN)/ Licensee</b>	<b>Service Code</b>	<b>Exp. Date</b>	<b>Renewal Status/ Application Number</b>
			NBC Telemundo License Co.			
WSA42	63153	WCAU	0009-8254-56 NBC Telemundo License Co.	TI	08/01/07*	Pending – File No. BRCT-20070330AUC
WZB689	47535	WNBC	0009-8254-56 NBC Telemundo License Co.	RP	06/01/07*	Pending – File No. BRCT-20070131AJJ
WQCS384	67450	KBLR	0012-8523-98 Telemundo Las Vegas License LLC	TS	10/01/14	
KC3839	64983	WKAQ-TV	0003-7278-80 Telemundo of Puerto Rico	TP	02/01/05*	Pending – File No. BRCT-20040930BSW
KG9305	64983	WKAQ-TV	0003-7278-80 Telemundo of Puerto Rico	TP	02/01/05*	Pending – File No. BRCT-20040930BSW
KKN758	64983	WKAQ-TV	0003-7278-80 Telemundo of Puerto Rico	RP	02/01/05*	Pending – File No. BRCT-20040930BSW
KQA955	64983	WKAQ-TV	0003-7278-80 Telemundo of Puerto Rico	RP	02/01/05*	Pending – File No. BRCT-20040930BSW
KQA959	64983	WKAQ-TV	0003-7278-80 Telemundo of Puerto Rico	RP	02/01/05*	Pending – File No. BRCT-20040930BSW
KUQ56	64983	WKAQ-TV	0003-7278-80 Telemundo of Puerto Rico	TI	02/01/05*	Pending – File No. BRCT-20040930BSW
KUQ57	64983	WKAQ-TV	0003-7278-80 Telemundo of Puerto Rico	TI	02/01/05*	Pending – File No. BRCT-20040930BSW
KX3670	64983	WKAQ-TV	0003-7278-80 Telemundo of Puerto Rico	TP	02/01/05*	Pending – File No. BRCT-20040930BSW

**Broadcast Auxiliary Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>Facility ID Number (FIN)</b>	<b>Parent Call Sign</b>	<b>FCC Registration Number (FRN)/ Licensee</b>	<b>Service Code</b>	<b>Exp. Date</b>	<b>Renewal Status/ Application Number</b>
KY5533	64983	WKAQ-TV	0003-7278-80 Telemundo of Puerto Rico	TP	02/01/05*	Pending – File No. BRCT-20040930BSW
WHY895	64983	WKAQ-TV	0003-7278-80 Telemundo of Puerto Rico	TI	02/01/05*	Pending – File No. BRCT-20040930BSW
WHY896	64983	WKAQ-TV	0003-7278-80 Telemundo of Puerto Rico	TI	02/01/05*	Pending – File No. BRCT-20040930BSW
WHY897	64983	WKAQ-TV	0003-7278-80 Telemundo of Puerto Rico	TI	02/01/05*	Pending – File No. BRCT-20040930BSW
WHY898	64983	WKAQ-TV	0003-7278-80 Telemundo of Puerto Rico	TI	02/01/05*	Pending – File No. BRCT-20040930BSW
WHY899	64983	WKAQ-TV	0003-7278-80 Telemundo of Puerto Rico	TI	02/01/05*	Pending – File No. BRCT-20040930BSW
WHY900	64983	WKAQ-TV	0003-7278-80 Telemundo of Puerto Rico	TI	02/01/05*	Pending – File No. BRCT-20040930BSW
WWA754	64983	WKAQ-TV	0003-7278-80 Telemundo of Puerto Rico	RP	02/01/05*	Pending – File No. BRCT-20040930BSW
BLP00463	35277	KNSD	0003-5938-60 Station Venture Operations, LP	LP	12/01/06*	Pending – File No. BRCT-20060810AGV
BLP00670	49330	KXAS-TV	0003-5938-60 Station Venture Operations, LP	LP	08/01/06*	Pending – File No. BRCT-20060403BWM
KA44236	49330	KXAS-TV	0003-5938-60 Station Venture Operations, LP	TP	08/01/06*	Pending – File No. BRCT-20060403BWM
KB96766	35277	KNSD	0003-5938-60 Station Venture Operations, LP	TP	12/01/06*	Pending – File No. BRCT-20060810AGV
KEH327	35277	KNSD	0003-5938-60	RP	12/01/06*	Pending – File No. BRCT-

**Broadcast Auxiliary Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>Facility ID Number (FIN)</b>	<b>Parent Call Sign</b>	<b>FCC Registration Number (FRN)/ Licensee</b>	<b>Service Code</b>	<b>Exp. Date</b>	<b>Renewal Status/ Application Number</b>
			Station Venture Operations, LP			20060810AGV
KEH328	35277	KNSD	0003-5938-60 Station Venture Operations, LP	RP	12/01/06*	Pending – File No. BRCT-20060810AGV
KKY26	35277	KNSD	0003-5938-60 Station Venture Operations, LP	TS	12/01/06*	Pending – File No. BRCT-20060810AGV
KLI917	49330	KXAS-TV	0003-5938-60 Station Venture Operations, LP	RP	08/01/06*	Pending – File No. BRCT-20060403BWM
KMV54	35277	KNSD	0003-5938-60 Station Venture Operations, LP	TI	12/01/06*	Pending – File No. BRCT-20060810AGV
KQA964	49330	KXAS-TV	0003-5938-60 Station Venture Operations, LP	RP	08/01/06*	Pending – File No. BRCT-20060403BWM
KUF549	49330	KXAS-TV	0003-5938-60 Station Venture Operations, LP	RP	08/01/06*	Pending – File No. BRCT-20060403BWM
KVO303	35277	KNSD	0003-5938-60 Station Venture Operations, LP	RP	12/01/06*	Pending – File No. BRCT-20060810AGV
KX7957	35277	KNSD	0003-5938-60 Station Venture Operations, LP	TP	12/01/06*	Pending – File No. BRCT-20060810AGV
KXZ937	49330	KXAS-TV	0003-5938-60 Station Venture Operations, LP	RP	08/01/06*	Pending – File No. BRCT-20060403BWM
WAY670	35277	KNSD	0003-5938-60 Station Venture Operations, LP	TI	12/01/06*	Pending – File No. BRCT-20060810AGV
WCX423	49330	KXAS-TV	0003-5938-60 Station Venture Operations, LP	TI	08/01/06*	Pending – File No. BRCT-20060403BWM
WGI279	35277	KNSD	0003-5938-60 Station Venture Operations, LP	TI	12/01/06*	Pending – File No. BRCT-20060810AGV

**Broadcast Auxiliary Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>Facility ID Number (FIN)</b>	<b>Parent Call Sign</b>	<b>FCC Registration Number (FRN)/ Licensee</b>	<b>Service Code</b>	<b>Exp. Date</b>	<b>Renewal Status/ Application Number</b>
WGR805	35277	KNSD	0003-5938-60 Station Venture Operations, LP	TI	12/01/06*	Pending – File No. BRCT-20060810AGV
WHA806	49330	KXAS-TV	0003-5938-60 Station Venture Operations, LP	TI	08/01/06*	Pending – File No. BRCT-20060403BWM
WHG276	35277	KNSD	0003-5938-60 Station Venture Operations, LP	TS	12/01/06*	Pending – File No. BRCT-20060810AGV
WHG277	35277	KNSD	0003-5938-60 Station Venture Operations, LP	TI	12/01/06*	Pending – File No. BRCT-20060810AGV
WHS204	35277	KNSD	0003-5938-60 Station Venture Operations, LP	TI	12/01/06*	Pending – File No. BRCT-20060810AGV
WHY910	49330	KXAS-TV	0003-5938-60 Station Venture Operations, LP	TI	08/01/06*	Pending – File No. BRCT-20060403BWM
WLD558	35277	KNSD	0003-5938-60 Station Venture Operations, LP	RP	12/01/06*	Pending – File No. BRCT-20060810AGV
WLG357	35277	KNSD	0003-5938-60 Station Venture Operations, LP	TI	12/01/06*	Pending – File No. BRCT-20060810AGV
WLO480	35277	KNSD	0003-5938-60 Station Venture Operations, LP	TI	12/01/06*	Pending – File No. BRCT-20060810AGV
WLO753	35277	KNSD	0003-5938-60 Station Venture Operations, LP	TI	12/01/06*	Pending – File No. BRCT-20060810AGV
WMU234	49330	KXAS-TV	0003-5938-60 Station Venture Operations, LP	TI	08/01/06*	Pending – File No. BRCT-20060403BWM
WMU235	49330	KXAS-TV	0003-5938-60 Station Venture Operations, LP	TI	08/01/06*	Pending – File No. BRCT-20060403BWM
WMU236	49330	KXAS-TV	0003-5938-60 Station Venture	TI	08/01/06*	Pending – File No. BRCT-20060403BWM

**Broadcast Auxiliary Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>Facility ID Number (FIN)</b>	<b>Parent Call Sign</b>	<b>FCC Registration Number (FRN)/ Licensee</b>	<b>Service Code</b>	<b>Exp. Date</b>	<b>Renewal Status/ Application Number</b>
			Operations, LP			
WMU514	35277	KNSD	0003-5938-60 Station Venture Operations, LP	TI	12/01/06*	Pending – File No. BRCT-20060810AGV
WMU515	35277	KNSD	0003-5938-60 Station Venture Operations, LP	TI	12/01/06*	Pending – File No. BRCT-20060810AGV
WMU768	49330	KXAS-TV	0003-5938-60 Station Venture Operations, LP	TI	08/01/06*	Pending – File No. BRCT-20060403BWM
WMU769	49330	KXAS-TV	0003-5938-60 Station Venture Operations, LP	TI	08/01/06*	Pending – File No. BRCT-20060403BWM
WMU770	49330	KXAS-TV	0003-5938-60 Station Venture Operations, LP	TI	08/01/06*	Pending – File No. BRCT-20060403BWM
WMV234	49330	KXAS-TV	0003-5938-60 Station Venture Operations, LP	TI	08/01/06*	Pending – File No. BRCT-20060403BWM
WMV420	35277	KNSD	0003-5938-60 Station Venture Operations, LP	TI	12/01/06*	Pending – File No. BRCT-20060810AGV
WMV640	49330	KXAS-TV	0003-5938-60 Station Venture Operations, LP	TI	08/01/06*	Pending – File No. BRCT-20060403BWM
WMV641	49330	KXAS-TV	0003-5938-60 Station Venture Operations, LP	TS	08/01/06*	Pending – File No. BRCT-20060403BWM
WMV642	49330	KXAS-TV	0003-5938-60 Station Venture Operations, LP	TI	08/01/06*	Pending – File No. BRCT-20060403BWM
WMW654	49330	KXAS-TV	0003-5938-60 Station Venture Operations, LP	TI	08/01/06*	Pending – File No. BRCT-20060403BWM
WMW655	49330	KXAS-TV	0003-5938-60 Station Venture Operations, LP	TI	08/01/06*	Pending – File No. BRCT-20060403BWM
WMW656	49330	KXAS-TV	0003-5938-60	TI	08/01/06*	Pending – File No.



**Broadcast Auxiliary Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>Facility ID Number (FIN)</b>	<b>Parent Call Sign</b>	<b>FCC Registration Number (FRN)/ Licensee</b>	<b>Service Code</b>	<b>Exp. Date</b>	<b>Renewal Status/ Application Number</b>
			Station Venture Operations, LP			BRCT-20060403BWM
WMW658	49330	KXAS-TV	0003-5938-60 Station Venture Operations, LP	TI	08/01/06*	Pending – File No. BRCT-20060403BWM
WPJD803	49330	KXAS-TV	0003-5938-60 Station Venture Operations, LP	TI	08/01/06*	Pending – File No. BRCT-20060403BWM
WPJD804	49330	KXAS-TV	0003-5938-60 Station Venture Operations, LP	TI	08/01/06*	Pending – File No. BRCT-20060403BWM
WPJD805	49330	KXAS-TV	0003-5938-60 Station Venture Operations, LP	TI	08/01/06*	Pending – File No. BRCT-20060403BWM
WPNI865	49330	KXAS-TV	0003-5938-60 Station Venture Operations, LP	TI	08/01/06*	Pending – File No. BRCT-20060403BWM
WPNJ984	49330	KXAS-TV	0003-5938-60 Station Venture Operations, LP	AS	08/01/06*	Pending – File No. BRCT-20060403BWM
WPNJ985	49330	KXAS-TV	0003-5938-60 Station Venture Operations, LP	TI	08/01/06*	Pending – File No. BRCT-20060403BWM
WPNR947	35277	KNSD	0003-5938-60 Station Venture Operations, LP	RP	12/01/06*	Pending – File No. BRCT-20060810AGV
WPOL898	35277	KNSD	0003-5938-60 Station Venture Operations, LP	TI	12/01/06*	Pending – File No. BRCT-20060810AGV
WPOL899	35277	KNSD	0003-5938-60 Station Venture Operations, LP	TI	12/01/06*	Pending – File No. BRCT-20060810AGV
WPOT856	35277	KNSD	0003-5938-60 Station Venture Operations, LP	TI	12/01/06*	Pending – File No. BRCT-20060810AGV
WPUR995	35277	KNSD	0003-5938-60 Station Venture Operations, LP	TI	12/01/06*	Pending – File No. BRCT-20060810AGV

**Broadcast Auxiliary Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>Facility ID Number (FIN)</b>	<b>Parent Call Sign</b>	<b>FCC Registration Number (FRN)/ Licensee</b>	<b>Service Code</b>	<b>Exp. Date</b>	<b>Renewal Status/ Application Number</b>
WPUV896	35277	KNSD	0003-5938-60 Station Venture Operations, LP	TS	12/01/06*	Pending – File No. BRCT-20060810AGV
WPUV992	35277	KNSD	0003-5938-60 Station Venture Operations, LP	TI	12/01/06*	Pending – File No. BRCT-20060810AGV
WPUV993	35277	KNSD	0003-5938-60 Station Venture Operations, LP	TI	12/01/06*	Pending – File No. BRCT-20060810AGV
WPUV994	35277	KNSD	0003-5938-60 Station Venture Operations, LP	TI	12/01/06*	Pending – File No. BRCT-20060810AGV
WPZK735	35277	KNSD	0003-5938-60 Station Venture Operations, LP	LP	12/01/06*	Pending – File No. BRCT-20060810AGV

**Class A, Low Power and TV Translator Licenses Held by NBC Telemundo License Co. and Telemundo of Puerto Rico**

<b>Call Sign</b>	<b>Facility ID Number (FIN)</b>	<b>Parent Call Sign</b>	<b>FCC Registration Number (FRN)/ Licensee</b>	<b>Community of License</b>	<b>Service Code</b>	<b>Channel</b>	<b>Exp. Date</b>	<b>Renewal Status/ Application Number</b>
W09AT	64973	WKAQ-TV	0003-7278-80 Telemundo of Puerto Rico	Fajardo, PR	TX	9	02/01/05*	Pending BRCT - 20040930BSW
W32AJ	64976	WKAQ-TV	0003-7278-80 Telemundo of Puerto Rico	Utuado, PR	TX	32	02/01/05*	Pending BRCT - 20040930BSW
W68BU	64991	WKAQ-TV	0003-7278-80 Telemundo of Puerto Rico	Adjuntas, PR	TX	68	02/01/05*	Pending BRCT - 20040930BSW
K15CU	64979	KSTS	0009-8254-56 NBC Telemundo License Co.	Salinas, CA	TX	15	12/01/14	
K28EY	41120	KHRR	0009-8254-56 NBC Telemundo License Co.	Douglas, AZ	TX	28	10/01/14	
K46GF	64975	KWHY-TV	0009-8254-56 NBC Telemundo License Co.	Santa Maria, CA	TX	46	12/01/06*	Pending BRTT- 20060810ACD
K47GD	19780	KWHY-TV	0009-8254-56 NBC Telemundo License Co.	San Luis Obispo, CA	TX	47	12/01/06*	Pending BRTT- 20060810ACE

\*The expiration date of each of the licenses marked with an asterisk has passed. A timely renewal application was filed for each license. The FCC's rules provide that, as long as a timely filed renewal application remains pending, "such license shall continue in effect . . . until such time as the [FCC] shall make a final determination with respect to the renewal application."

**Class A, Low Power and TV Translator Licenses Held by NBC Telemundo License Co. and Telemundo of Puerto Rico**

<b>Call Sign</b>	<b>Facility ID Number (FIN)</b>	<b>Parent Call Sign</b>	<b>FCC Registration Number (FRN)/ Licensee</b>	<b>Community of License</b>	<b>Service Code</b>	<b>Channel</b>	<b>Exp. Date</b>	<b>Renewal Status/ Application Number</b>
K52FF	64997	KSTS	0009-8254-56 NBC Telemundo License Co.	Reno, NV	TX	52	10/01/14	
KEJT-LP (analog)	64974	KSTS	0009-8254-56 NBC Telemundo License Co.	Salt Lake City, UT	CA	48	10/01/14	
KEJT-LP (digital)	168749	KSTS	0009-8254-56 NBC Telemundo License Co.	Salt Lake City, UT	LD	31	03/16/10	
KMAS-LP	67545	KSTS	0009-8254-56 NBC Telemundo License Co.	Denver, CO	TX	33	04/01/14	
W58BU	63151	WTVJ	0009-8254-56 NBC Telemundo License Co.	Hallandale, FL	TX	58	02/01/13	

**Earth Station Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>FCC Registration Number(FRN)/ Licensee</b>	<b>Nature of Service/ Class of Station</b>	<b>Exp. Date</b>
E030334	0003-5938-60 Station Venture Operations, LP	Domestic Fixed Satellite Service/ Temporary Fixed Earth Stations	01/12/19
E050232	0003-5938-60 Station Venture Operations, LP	Domestic Fixed Satellite Service/ Temporary Fixed Earth Stations	09/12/20
E890143	0003-5938-60 Station Venture Operations, LP	Domestic Fixed Satellite Service/ Temporary Fixed Earth Stations	02/13/11
E000099	0009-8254-56 NBC Telemundo License Co.	Domestic Fixed Satellite Service/ Temporary Fixed Earth Stations	04/20/10
E000129	0009-8254-56 NBC Telemundo License Co.	Domestic Fixed Satellite Service/ Fixed Earth Stations	05/30/10
E000226	0009-8254-56 NBC Telemundo License Co.	Domestic Fixed Satellite Service/ Fixed Earth Stations	06/30/10
E000667	0009-8254-56 NBC Telemundo License Co.	Domestic Fixed Satellite Service/ Temporary Fixed Earth Stations	12/19/10
E000668	0009-8254-56 NBC Telemundo License Co.	Domestic Fixed Satellite Service/ Temporary Fixed Earth Stations	12/19/10
E010105	0009-8254-56 NBC Telemundo License Co.	Domestic Fixed Satellite Service/ Temporary Fixed Earth Stations	06/08/11
E010336	0009-8254-56 NBC Telemundo License Co.	Domestic Fixed Satellite Service/ Temporary Fixed Earth Stations	02/06/12
E020061	0009-8254-56 NBC Telemundo License Co.	Domestic Fixed Satellite Service/ Temporary Fixed Earth Stations	05/03/17
E020062	0009-8254-56 NBC Telemundo License Co.	Domestic Fixed Satellite Service/ Temporary Fixed Earth Stations	05/03/17
E020152	0009-8254-56 NBC Telemundo License Co.	Domestic Fixed Satellite Service/ Fixed Earth Stations	07/17/17
E020193	0009-8254-56 NBC Telemundo License Co.	Domestic Fixed Satellite Service/ Temporary Fixed Earth Stations	09/13/17
E020194	0009-8254-56 NBC Telemundo License Co.	Domestic Fixed Satellite Service/ Temporary Fixed Earth Stations	09/13/17

**Earth Station Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>FCC Registration Number(FRN)/ Licensee</b>	<b>Nature of Service/ Class of Station</b>	<b>Exp. Date</b>
E040097	0009-8254-56 NBC Telemundo License Co.	Domestic Fixed Satellite Service/ Temporary Fixed Earth Stations	03/26/19
E040167	0009-8254-56 NBC Telemundo License Co.	Domestic Fixed Satellite Service/ Fixed Earth Stations	05/13/19
E040464	0009-8254-56 NBC Telemundo License Co.	Domestic Fixed Satellite Service/ Fixed Earth Stations	01/27/20
E050139	0009-8254-56 NBC Telemundo License Co.	Fixed Satellite Service/ Temporary Fixed Earth Stations	06/29/20
E050280	0009-8254-56 NBC Telemundo License Co.	Fixed Satellite Service/ Temporary Fixed Earth Stations	11/22/20
E060006	0009-8254-56 NBC Telemundo License Co.	Fixed Satellite Service/ Temporary Fixed Earth Stations	02/21/21
E060008	0009-8254-56 NBC Telemundo License Co.	Fixed Satellite Service/ Temporary Fixed Earth Stations	02/22/21
E060193	0009-8254-56 NBC Telemundo License Co.	Fixed Satellite Service/ Fixed Earth Stations	07/05/21
E060324	0009-8254-56 NBC Telemundo License Co.	Domestic Fixed Satellite Service/ Temporary Fixed Earth Stations	10/11/21
E060325	0009-8254-56 NBC Telemundo License Co.	Domestic Fixed Satellite Service/ Temporary Fixed Earth Stations	10/11/21
E060326	0009-8254-56 NBC Telemundo License Co.	Domestic Fixed Satellite Service/ Temporary Fixed Earth Stations	10/11/21
E060327	0009-8254-56 NBC Telemundo License Co.	Domestic Fixed Satellite Service/ Temporary Fixed Earth Stations	10/10/21
E060328	0009-8254-56 NBC Telemundo License Co.	Domestic Fixed Satellite Service/ Temporary Fixed Earth Stations	10/10/21
E060329	0009-8254-56 NBC Telemundo License Co.	Domestic Fixed Satellite Service/ Temporary Fixed Earth Stations	10/10/21
E060330	0009-8254-56 NBC Telemundo License Co.	Fixed Satellite Service/ Temporary Fixed Earth Stations	10/10/21
E060344	0009-8254-56 NBC Telemundo License Co.	Fixed Satellite Service/ Fixed Earth Stations	10/10/21

**Earth Station Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>FCC Registration Number(FRN)/ Licensee</b>	<b>Nature of Service/ Class of Station</b>	<b>Exp. Date</b>
E060345	0009-8254-56 NBC Telemundo License Co.	Fixed Satellite Service/ Fixed Earth Stations	10/10/21
E060346	0009-8254-56 NBC Telemundo License Co.	Fixed Satellite Service/ Fixed Earth Stations	10/10/21
E060347	0009-8254-56 NBC Telemundo License Co.	Fixed Satellite Service/ Fixed Earth Stations	10/10/21
E060397	0009-8254-56 NBC Telemundo License Co.	Fixed Satellite Service/ Fixed Earth Stations	12/11/21
E070047	0009-8254-56 NBC Telemundo License Co.	Fixed Satellite Service/ Fixed Earth Stations	05/08/22
E070133	0009-8254-56 NBC Telemundo License Co.	Fixed Satellite Service/ Fixed Earth Stations	10/10/22
E070167	0009-8254-56 NBC Telemundo License Co.	Fixed Satellite Service/ Fixed Earth Stations	09/12/22
E070252	0009-8254-56 NBC Telemundo License Co.	Fixed Satellite Service/ Temporary Fixed Earth Stations	12/12/22
E070259	0009-8254-56 NBC Telemundo License Co.	Fixed Satellite Service/ Fixed Earth Stations	12/19/22
E090033	0009-8254-56 NBC Telemundo License Co.	Fixed Satellite Service/ Temporary Fixed Earth Stations	03/30/24
E090133	0009-8254-56 NBC Telemundo License Co.	Fixed Satellite Service/ Temporary Fixed Earth Stations	09/14/24
E4288	0009-8254-56 NBC Telemundo License Co.	Domestic Fixed Satellite Service/ Fixed Earth Stations	08/26/17
E7826**	0009-8254-56 NBC Telemundo License Co.	Domestic Fixed Satellite Service/ Fixed Earth Stations	02/08/20
E860231	0009-8254-56 NBC Telemundo License Co.	Domestic Fixed Satellite Service/ Temporary Fixed Earth Stations	07/10/22
E860347	0009-8254-56 NBC Telemundo License Co.	Domestic Fixed Satellite Service/ Temporary Fixed Earth Stations	07/10/22
E860725	0009-8254-56 NBC Telemundo License Co.	Domestic Fixed Satellite Service/ Temporary Fixed Earth Stations	07/10/22

**Earth Station Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>FCC Registration Number(FRN)/ Licensee</b>	<b>Nature of Service/ Class of Station</b>	<b>Exp. Date</b>
E860946	0009-8254-56 NBC Telemundo License Co.	Domestic Fixed Satellite Service/ Fixed Earth Stations	09/04/22
E870542	0009-8254-56 NBC Telemundo License Co.	Domestic Fixed Satellite Service/ International Fixed Satellite Service	04/17/22
E870837	0009-8254-56 NBC Telemundo License Co.	Domestic Fixed Satellite Service/ Temporary Fixed Earth Stations	01/23/23
E870838	0009-8254-56 NBC Telemundo License Co.	Domestic Fixed Satellite Service/ International Fixed Satellite Service	07/10/22
E870839	0009-8254-56 NBC Telemundo License Co.	Domestic Fixed Satellite Service/ International Fixed Satellite Service	07/10/22
E870840	0009-8254-56 NBC Telemundo License Co.	Domestic Fixed Satellite Service/ Temporary Fixed Earth Stations	07/10/22
E873608	0009-8254-56 NBC Telemundo License Co.	Domestic Fixed Satellite Service/ Temporary Fixed Earth Stations	09/18/22
E873926	0009-8254-56 NBC Telemundo License Co.	Fixed Satellite Service/ Temporary Fixed Earth Stations	12/11/22
E890598**	0009-8254-56 NBC Telemundo License Co.	Domestic Fixed Satellite Service/ Fixed Earth Stations	06/30/24
E940216	0009-8254-56 NBC Telemundo License Co.	Domestic Fixed Satellite Service/ Temporary Fixed Earth Stations	04/29/19
E940360	0009-8254-56 NBC Telemundo License Co.	Domestic Fixed Satellite Service/ Temporary Fixed Earth Stations	08/12/19
E950491**	0009-8254-56 NBC Telemundo License Co.	Domestic Fixed Satellite Service/ Fixed Earth Stations	09/07/20
E960289	0009-8254-56 NBC Telemundo License Co.	Domestic Fixed Satellite Service/ Temporary Fixed Earth Stations	07/05/21
E980067	0009-8254-56 NBC Telemundo License Co.	Domestic Fixed Satellite Service/ Temporary Fixed Earth Stations	01/09/23
E980090	0009-8254-56 NBC Telemundo License Co.	Domestic Fixed Satellite Service/ Temporary Fixed Earth Stations	02/06/23
E980370	0009-8254-56 NBC Telemundo License Co.	Domestic Fixed Satellite Service/ Temporary Fixed Earth Stations	11/18/23



**Earth Station Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>FCC Registration Number(FRN)/ Licensee</b>	<b>Nature of Service/ Class of Station</b>	<b>Exp. Date</b>
E990553	0009-8254-56 NBC Telemundo License Co.	Domestic Fixed Satellite Service/ Fixed Earth Stations	02/28/10

\*\*Receive only earth station registrations have been designated with a double asterisk. Notifications of assignments and transfers of control will be filed post-closing.

**Business Radio and Other Private Radio Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>Parent Call Sign/ Associated With</b>	<b>FCC Registration Number (FRN)/ Licensee</b>	<b>Service Code</b>	<b>Exp. Date</b>
WPQY246	KXAS-TV	0003-5938-60 Station Venture Operations, LP	MG	11/21/10
WQBS234	KNSD	0003-5938-60 Station Venture Operations, LP	MG	12/02/14
WQCI278	KXAS-TV	0003-5938-60 Station Venture Operations, LP	MG	03/09/15
WQDF801	KXAS-TV	0003-5938-60 Station Venture Operations, LP	RS	08/15/15
WQS505	KXAS-TV	0003-5938-60 Station Venture Operations, LP	RS	07/12/11
WQES973	WKAQ-TV	0003-7278-80 Telemundo of Puerto Rico	RS	04/06/16
KB85978	Universal	0007-0698-00 Universal City Studios LLLP	IG	07/08/12
KMK699	Universal	0007-0698-00 Universal City Studios LLLP	IG	01/16/15
WNDM284	Universal	0007-0698-00 Universal City Studios LLLP	IG	10/03/15
WNLY912	Universal	0007-0698-00 Universal City Studios LLLP	IG	06/07/14
WNRX701	Universal	0007-0698-00 Universal City Studios LLLP	IG	07/27/15
WPAA508	Universal	0007-0698-00 Universal City Studios LLLP	IG	07/21/12
WPAX521	Universal	0007-0698-00 Universal City Studios LLLP	IG	10/16/12
WPCM598	Universal	0007-0698-00 Universal City Studios LLLP	IG	06/30/13
WPDU828	Universal	0007-0698-00	IG	05/31/14

**Business Radio and Other Private Radio Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>Parent Call Sign/ Associated With</b>	<b>FCC Registration Number (FRN)/ Licensee</b>	<b>Service Code</b>	<b>Exp. Date</b>
		Universal City Studios LLLP		
WPEM729	Universal	0007-0698-00 Universal City Studios LLLP	IG	03/29/14
WPFI381	Universal	0007-0698-00 Universal City Studios LLLP	IG	08/03/14
WPJZ856	Universal	0007-0698-00 Universal City Studios LLLP	IG	12/26/11
WPLL566	Universal	0007-0698-00 Universal City Studios LLLP	IG	04/23/13
WPLL567	Universal	0007-0698-00 Universal City Studios LLLP	IG	04/23/13
WPLW749	Universal	0007-0698-00 Universal City Studios LLLP	IG	03/24/13
WPMF291	Universal	0007-0698-00 Universal City Studios LLLP	IG	06/26/13
WPMY295	Universal	0007-0698-00 Universal City Studios LLLP	IG	03/24/14
WPRG525	Universal	0007-0698-00 Universal City Studios LLLP	IG	09/15/15
WPSJ645	Universal	0007-0698-00 Universal City Studios LLLP	IG	05/22/11
WPUX972	Universal	0007-0698-00 Universal City Studios LLLP	IG	05/23/12
WQAE302	Universal	0007-0698-00 Universal City Studios LLLP	LP	05/14/12
WQBG524	Universal	0007-0698-00 Universal City Studios LLLP	IG	09/30/14
WQJV566	Universal	0007-0698-00 Universal City Studios LLLP	IG	01/13/19
KD22853	Universal	0007-2057-27	IG	05/22/11

**Business Radio and Other Private Radio Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>Parent Call Sign/ Associated With</b>	<b>FCC Registration Number (FRN)/ Licensee</b>	<b>Service Code</b>	<b>Exp. Date</b>
		Universal City Property Management II LLC		
WPCG639	Universal	0007-2057-27 Universal City Property Management II LLC	IG	05/26/13
WNTH512	Universal	0008-3704-13 Universal City Development Partners, LTD	MG	02/26/11
WNZZ712	Universal	0008-3704-13 Universal City Development Partners, LTD	YI	09/08/12
WPEW824	Universal	0008-3704-13 Universal City Development Partners, LTD	IG	05/17/14
WPKY697	Universal	0008-3704-13 Universal City Development Partners, LTD	IG	10/06/12
WPMB458	Universal	0008-3704-13 Universal City Development Partners, LTD	IG	05/13/13
WPYJ463	Universal	0009-0243-99 Universal City Development Partners, LTD.	IG	08/21/13
KB81618	WNBC	0009-8254-56 NBC Telemundo License Co.	IG	05/06/11
KBJ236	WNBC	0009-8254-56 NBC Telemundo License Co.	IG	10/01/13
KC4780	WCAU	0009-8254-56 NBC Telemundo License Co.	IG	02/08/12
KKH237	WVIT	0009-8254-56 NBC Telemundo License Co.	GJ	02/07/15
KNNP331	KNBC	0009-8254-56 NBC Telemundo License Co.	IG	03/13/11
WHJ990	WMAQ-TV	0009-8254-56 NBC Telemundo License Co.	MG	02/14/10
WNAM393	WNBC	0009-8254-56 NBC Telemundo License Co.	IG	01/17/15

**Business Radio and Other Private Radio Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>Parent Call Sign/ Associated With</b>	<b>FCC Registration Number (FRN)/ Licensee</b>	<b>Service Code</b>	<b>Exp. Date</b>
WNAN640	WNBC	0009-8254-56 NBC Telemundo License Co.	RS	10/23/11
WNEO451	WMAQ-TV	0009-8254-56 NBC Telemundo License Co.	MG	02/14/10
WNEV927	WNBC	0009-8254-56 NBC Telemundo License Co.	MG	07/22/18
WNEW726	WRC-TV	0009-8254-56 NBC Telemundo License Co.	MG	12/16/18
WNEW727	WRC-TV	0009-8254-56 NBC Telemundo License Co.	MG	12/16/18
WNGB861	WSCV	0009-8254-56 NBC Telemundo License Co.	IG	10/31/13
WNTC446	CNBC	0009-8254-56 NBC Telemundo License Co.	MG	02/23/19
WNTG320	KNBC	0009-8254-56 NBC Telemundo License Co.	MG	11/28/10
WNTG321	KNBC	0009-8254-56 NBC Telemundo License Co.	MG	11/28/10
WNTG322	KNBC	0009-8254-56 NBC Telemundo License Co.	MG	11/28/10
WNTG323	KNBC	0009-8254-56 NBC Telemundo License Co.	MG	11/28/10
WNTI263	KNTV	0009-8254-56 NBC Telemundo License Co.	MG	03/05/11
WNTI264	KNTV	0009-8254-56 NBC Telemundo License Co.	MG	03/05/11
WNTJ216	WNBC	0009-8254-56 NBC Telemundo License Co.	MG	05/14/11
WNTN289	WNBC	0009-8254-56 NBC Telemundo License Co.	MG	04/18/12
WNTT634	WRC-TV	0009-8254-56 NBC Telemundo License Co.	MG	12/07/18

**Business Radio and Other Private Radio Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>Parent Call Sign/ Associated With</b>	<b>FCC Registration Number (FRN)/ Licensee</b>	<b>Service Code</b>	<b>Exp. Date</b>
WNTW776	WRC-TV	0009-8254-56 NBC Telemundo License Co.	MG	03/08/10
WNTW777	WRC-TV	0009-8254-56 NBC Telemundo License Co.	MG	03/08/10
WNUP640	WNBC	0009-8254-56 NBC Telemundo License Co.	IG	10/18/15
WPCA265	WNBC	0009-8254-56 NBC Telemundo License Co.	IG	04/08/13
WPGT870	N/A	0009-8254-56 NBC Telemundo License Co.	IG	03/13/15
WPJB822	WSNS-TV	0009-8254-56 NBC Telemundo License Co.	MG	11/28/10
WPJE279	WNBC	0009-8254-56 NBC Telemundo License Co.	MG	04/02/11
WPNE911	KNTV	0009-8254-56 NBC Telemundo License Co.	MG	06/02/12
WPNE912	KNTV	0009-8254-56 NBC Telemundo License Co.	MG	06/02/12
WPON463	CNBC	0009-8254-56 NBC Telemundo License Co.	MG	04/03/10
WPOQ720	WNJU	0009-8254-56 NBC Telemundo License Co.	MG	11/09/18
WPOQ721	WNJU	0009-8254-56 NBC Telemundo License Co.	MG	11/09/18
WPQE252	WCAU	0009-8254-56 NBC Telemundo License Co.	RS	06/08/15
WPSF461	KDEN-TV	0009-8254-56 NBC Telemundo License Co.	MG	04/05/11
WPSF462	KDEN-TV	0009-8254-56 NBC Telemundo License Co.	MG	04/05/11
WPSM233	WTVJ	0009-8254-56 NBC Telemundo License Co.	RS	06/18/11

**Business Radio and Other Private Radio Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>Parent Call Sign/ Associated With</b>	<b>FCC Registration Number (FRN)/ Licensee</b>	<b>Service Code</b>	<b>Exp. Date</b>
WPTW954	WNBC	0009-8254-56 NBC Telemundo License Co.	MG	01/04/12
WPUK541	KNTV	0009-8254-56 NBC Telemundo License Co.	MG	03/21/12
WPUK542	KNTV	0009-8254-56 NBC Telemundo License Co.	MG	03/21/12
WPUW204	WNBC	0009-8254-56 NBC Telemundo License Co.	MG	05/14/12
WPUW205	WNBC	0009-8254-56 NBC Telemundo License Co.	MG	05/14/12
WPWD532	KNTV	0009-8254-56 NBC Telemundo License Co.	MG	10/23/12
WPWF911	KNTV	0009-8254-56 NBC Telemundo License Co.	MG	11/07/12
WPWF912	KNTV	0009-8254-56 NBC Telemundo License Co.	MG	11/07/12
WPXA363	KXTX-TV	0009-8254-56 NBC Telemundo License Co.	MG	02/20/13
WPXM605	KNTV	0009-8254-56 NBC Telemundo License Co.	MG	05/06/13
WPYY795	WMAQ-TV	0009-8254-56 NBC Telemundo License Co.	RS	12/03/13
WQFR710	KNBC	0009-8254-56 NBC Telemundo License Co.	MG	09/18/16
WQKX801 (formerly WQDV851)		0009-8254-56 NBC Telemundo License Co.	IG	11/10/15
WQGR453	KBLR	0012-8523-98 Telemundo Las Vegas License LLC	MG	04/02/17
WQGR454	KBLR	0012-8523-98 Telemundo Las Vegas License LLC	MG	04/02/17

**Business Radio and Other Private Radio Licenses Held by NBC Telemundo License Co. and Affiliated Companies**

<b>Call Sign</b>	<b>Parent Call Sign/ Associated With</b>	<b>FCC Registration Number (FRN)/ Licensee</b>	<b>Service Code</b>	<b>Exp. Date</b>
WQKE874	Universal	0018-6870-59 Universal Orlando (Licensee name will be corrected to: Universal City Development Partners, LTD)	IG	04/23/19



## **APPENDIX 2**

## DETAILED DESCRIPTION OF THE TRANSACTION

As set forth in the Master Agreement by and among Comcast Corporation (“Comcast”), General Electric Company (“GE”), NBC Universal, Inc. (“NBCU”), and Navy, LLC (“Newco”) dated December 3, 2009 (the “Master Agreement”), creation of the joint venture will occur in several steps. At the time of the closing, and immediately prior to the contribution of businesses and assets to Newco by Comcast and GE, both Comcast and GE will effect an internal restructuring of certain of the businesses and entities to be contributed to Newco. Certain of the steps in both of these internal restructurings will result in *pro forma* changes in control of FCC licensees. These *pro forma* changes in control are described in Section A (NBCU restructuring) and Section B (Comcast restructuring) below.

Following the internal restructurings, GE, through its wholly owned subsidiary, National Broadcasting Company Holding, Inc. (“NBC Holding”), will acquire the 20 percent of NBCU that it does not currently own in a transaction that does not require Commission approval.<sup>1</sup> Then, NBCU or Newco will borrow \$9.1 billion from third-party lenders (the “NBCU Financing”) and distribute the proceeds from the NBCU Financing to GE (the “NBCU Dividend”).<sup>2</sup> The contribution to Newco of NBCU as well as certain other assets used primarily in NBCU’s business will occur through a series of *pro forma* transfers of control as follows:

NBC Holding has created a new wholly owned subsidiary, Navy Holdings, Inc. (“Navy Holdings”), which in turn has created a new wholly owned subsidiary, Newco. NBC Holding will contribute its 100 percent interest in NBCU to Navy Holdings, and NBCU will convert from a corporation to an LLC. Then Navy Holdings will contribute its 100 percent interest in NBCU to Newco. Each of these steps is a *pro forma* change in control of the licensees indirectly owned by NBCU because GE will be the 100 percent indirect owner of the licensees both before and after each step.

Comcast then will contribute its content business comprising regional sports networks, other programming networks and certain Internet businesses, as well as certain other assets used primarily in those businesses, to Newco, along with a payment of cash to Navy Holdings, and as a result acquire 51 percent and control of Newco. The specific steps in this exchange will occur contemporaneously and are as follows:

One or more direct or indirect subsidiaries of Comcast (the “Comcast Transferors”) will contribute to Newco<sup>3</sup> the ownership interests in the Comcast contributed entities specified in

<sup>1</sup> The current owner of that 20 percent interest is Vivendi SA.

<sup>2</sup> Beginning shortly after closing, Newco is expected to maintain maximum leverage of 2.75x EBITDA (Earnings Before Interest, Taxes, Depreciation, and Amortization) and hold an investment grade credit rating. If any borrowings by Newco to fund GE’s redemptions would result in Newco’s leverage ratio exceeding 2.75x EBITDA or the venture losing investment-grade status, Comcast will provide a backstop of up to \$2.875 billion for each redemption, subject to a maximum amount of \$5.75 billion.

<sup>3</sup> The Comcast content businesses will be contributed to NBCU as a wholly owned subsidiary of Newco, and not to Newco directly. To distinguish between pre- and post-transaction NBCU, these contributions are described herein as being made to Newco to make clear that the contributions will be made to the new joint venture and not to NBCU under its present ownership.

Section B below, and in exchange the Comcast Transferors will receive, in the aggregate, 25.75 percent of the ownership of Newco. Navy Holdings will transfer to a designated direct or indirect subsidiary of Comcast a 25.25 percent ownership interest in Newco, and Comcast will pay to Navy Holdings cash in the amount of approximately \$6.5 billion (the amount will be \$7.1 billion minus 51 percent of the free cash flow of NBCU between signing and closing).<sup>4</sup>

**A. INTERNAL RESTRUCTURING AND CONTRIBUTION TO NEWCO OF NBCU CONTRIBUTED ENTITIES.**

**1. Restructuring for Broadcast Licensees**

**WKAQ Holdings, Inc.**

As shown in the attached diagram (Chart A),<sup>5</sup> WKAQ Holdings, Inc. is an indirect subsidiary of GE. WKAQ Holdings, Inc. is the indirect parent of Telemundo of Puerto Rico, licensee of television station WKAQ-TV, San Juan, Puerto Rico.

Immediately prior to Comcast Corporation's acquisition of control of Newco, WKAQ Holdings, Inc. will be converted from a corporation to a limited liability company.<sup>6</sup> Chart B<sup>7</sup> attached hereto reflects the conversion of this entity to a limited liability company.

This conversion of WKAQ Holdings, Inc. to a limited liability company will be a *pro forma* change in control of Telemundo of Puerto Rico because GE will remain the ultimate parent company of the licensee.

**NBC Telemundo License Co.**

---

<sup>4</sup> The amount of both the NBCU Dividend and the cash payment by Comcast to GE are subject to adjustment in certain circumstances.

<sup>5</sup> Chart A shows the current ownership structure for GE's four indirect television broadcast licensee subsidiaries.

<sup>6</sup> As described in this Appendix, a number of corporations will be converted to limited liability companies. It is noted that the names of these companies as set forth herein may change when the conversions are effectuated.

<sup>7</sup> Chart B contains a series of diagrams. Page 1 shows the proposed ownership for GE's four indirect television broadcast licensee subsidiaries immediately following the NBCU internal restructurings. Page 2 shows the proposed direct ownership in NBC Telemundo License Holding Co., LLC (an intermediate, indirect subsidiary of GE) immediately following the NBCU internal restructurings. Pages 3-22 show the proposed ownership structure (up to NBCU) for each of the twenty direct or indirect NBCU subsidiaries that will hold direct ownership interests in NBCU Telemundo License Holding Co., LLC immediately following the NBCU internal restructurings.

As shown in the attached diagram (Chart A), NBC Telemundo License Co. is an indirect subsidiary of GE. NBC Telemundo License Co. is the licensee of the television stations listed on Attachment A hereto. NBC Telemundo License Co. is also the indirect parent of: (1) Telemundo of Puerto Rico, licensee of television station WKAQ-TV, San Juan, Puerto Rico (2) Telemundo Las Vegas License LLC, licensee of television station KBLR(TV), Paradise, Nevada; and (3) Station Venture Operations, LP, licensee of television stations KXAS-TV, Fort Worth, Texas and KNSD(TV), San Diego, California.<sup>8</sup>

Immediately prior to Comcast Corporation's acquisition of control of Newco, NBC Telemundo License Co. will be converted from a corporation to a limited liability company. Chart B reflects the conversion of this entity to a limited liability company.

This conversion of NBC Telemundo License Co. to a limited liability company will result in a *pro forma* assignment of the licenses held by NBC Telemundo License Co. because GE will be the ultimate parent company of the new licensee entity.<sup>9</sup> This conversion to a limited liability company will also be a *pro forma* change in control of Telemundo of Puerto Rico, Telemundo Las Vegas License LLC, and Station Venture Operations, LP because GE will remain the ultimate parent company of these licensees.

#### **NBC Telemundo Holding Co.**

As shown in the attached diagram (Chart A), NBC Telemundo Holding Co. is a direct subsidiary of GE. NBC Telemundo Holding Co. holds a controlling voting interest in NBC Telemundo, Inc., which is the direct or indirect parent of GE's four indirect television broadcast licensee subsidiaries (NBC Telemundo License Co., Telemundo of Puerto Rico, Telemundo Las Vegas License LLC, and Station Venture Operations, LP).

Immediately prior to Comcast Corporation's acquisition of control of Newco, the stock interests of NBC Telemundo Holding Co. in NBC Telemundo, Inc. will be redeemed and NBC Telemundo Holding Co. will no longer hold an interest in NBC Telemundo, Inc. Chart B attached hereto reflects this redemption of stock.

This redemption of NBC Telemundo Holding Co.'s stock interest in NBC Telemundo, Inc. will be a *pro forma* change in control of GE's four indirect television broadcast licensee subsidiaries (NBC Telemundo License Co., Telemundo of Puerto Rico, Telemundo Las Vegas License LLC, and Station Venture Operations, LP) because GE will remain the ultimate parent company of these licensees.

---

<sup>8</sup> GE's four indirect television broadcast licensee subsidiaries also hold earth station and private radio authorizations.

<sup>9</sup> A separate application is being filed on FCC Form 316 seeking FCC consent to the *pro forma* assignment of the television broadcast station licenses held by NBC Telemundo License Co. to the new entity resulting from the conversion of this corporation to a limited liability company.

### **NBC Telemundo, Inc.**

As shown in the attached diagram (Chart A), NBC Telemundo, Inc. is an indirect subsidiary of GE. NBC Telemundo, Inc. is the direct or indirect parent of GE's four indirect television broadcast licensee subsidiaries (NBC Telemundo License Co., Telemundo of Puerto Rico, Telemundo Las Vegas License LLC, and Station Venture Operations, LP).

Immediately prior to Comcast Corporation's acquisition of control of Newco, NBC Telemundo, Inc. will be converted from a corporation to a limited liability company. Chart B attached hereto reflects the conversion of this entity to a limited liability company. This conversion of NBC Telemundo, Inc. to a limited liability company will be a *pro forma* change in control of GE's four indirect television broadcast licensee subsidiaries (NBC Telemundo License Co., Telemundo of Puerto Rico, Telemundo Las Vegas License LLC, and Station Venture Operations, LP) because GE will remain the ultimate parent company of these licensees.

### **NBC Telemundo License Holding Co., Inc.**

NBC Telemundo License Holding Co., Inc. is an indirect subsidiary of GE. As shown in the attached diagram (Chart A), NBCU, through subsidiaries, holds a minority voting stock interest in NBC Telemundo, Inc. Because NBC Telemundo Holding Co. is the single majority stockholder of NBC Telemundo Inc., the interests held by subsidiaries of NBCU (including NBC Telemundo License Holding Co., Inc.) in NBC Telemundo, Inc. are not considered attributable (and accordingly are not shown on Chart A). NBCU's indirect ownership interest in NBC Telemundo, Inc. is attributable, however, under the Commission's equity-or-debt-plus rule because NBCU is a major program supplier to television stations' licensed to or controlled by NBC Telemundo License Co.

Immediately prior to Comcast Corporation's acquisition of control of Newco, and following the redemption of NBC Telemundo Holding Co.'s stock interest in NBC Telemundo, Inc., NBC Telemundo License Holding Co., Inc. will become the direct parent of NBC Telemundo, Inc. NBC Telemundo License Holding Co., Inc. will also be converted from a corporation to a limited liability company. Chart B attached hereto reflects the insertion (for attribution purposes) of this entity into the ownership structure.

The insertion of NBC Telemundo License Holding Co., Inc. into the attributable ownership structure, and the conversion of NBC Telemundo License Holding Co., Inc. to a limited liability company, will be a *pro forma* change in control of GE's four indirect television broadcast licensee subsidiaries (NBC Telemundo License Co., Telemundo of Puerto Rico, Telemundo Las Vegas License LLC, and Station Venture Operations, LP) because GE will remain the ultimate parent company of these licensees.

### **Additional NBCU Subsidiaries**

As described above, a number of NBCU direct and indirect subsidiaries (which are all indirect subsidiaries of GE) are not now attributable interest holders (and accordingly are not shown on Chart A) in the ownership structure for GE's four indirect television broadcast licensee subsidiaries (NBC Telemundo License Co., Telemundo of Puerto Rico, Telemundo Las Vegas License LLC, and Station Venture Operations, LP). Because there will no longer be a single

majority stockholder of NBC Telemundo, Inc. and because NBC Telemundo, Inc. is going to be converted to a limited liability company, the interests held by these direct and indirect subsidiaries of NBCU are going to become attributable. The entities listed immediately below are the direct and indirect subsidiaries of NBCU that hold direct interests in NBC Telemundo License Holding Co., Inc.:<sup>10</sup>

1.	NBC Subsidiary (KNBC-TV), Inc.
2.	NBC Subsidiary (WMAQ-TV), Inc.
3.	NBC Subsidiary (WRC-TV), Inc.
4.	Outlet Broadcasting, Inc.
5.	NBC Subsidiary (WCAU-TV), L.P.
6.	NBC Stations Management, Inc.
7.	Telemundo Group, Inc.
8.	Estrella Communications, Inc.
9.	WNJU-TV Broadcasting Corporation
10.	Telemundo of Denver Inc.
11.	Telemundo of Florida, Inc.
12.	Telemundo of Chicago, Inc.
13.	Video 44 Acquisition Corp., Inc.
14.	Telemundo of Texas, Inc.
15.	Telemundo of Los Angeles, Inc.
16.	Telemundo of Northern California, Inc.
17.	KNTV License, Inc.
18.	Telemundo of Arizona, Inc.
19.	Telemundo of Fresno LLC

<sup>10</sup> The following entities also hold indirect interests in NBC Telemundo License Holding Co., Inc.: NBC Stations Management, Inc.; Telemundo Group, Inc.; and Telemundo of Chicago, Inc. It should also be noted that NBCU holds a small direct interest in NBC Telemundo License Holding Co., Inc.

20	Telemundo of New England, Inc.
----	--------------------------------

The entities listed immediately below are the direct and indirect subsidiaries of NBCU that hold indirect interests in NBC Telemundo License Holding Co., Inc.:

1.	Outlet Communications, Inc.
2.	NBC-Rainbow Holding, Inc.
3.	WCAU Holdings, LLC
4.	NBC Cable Holding, Inc.
5.	Telemundo Holdings, Inc.
6.	Telemundo Communications Group, Inc.
7.	NBC Subsidiary (WTVJ-TV), Inc.
8.	KNTV Television, Inc.
9.	NBC Stations Management II, Inc.

Immediately prior to Comcast Corporation's acquisition of control of Newco, and following the redemption of NBC Telemundo Holding Co.'s stock interest in NBC Telemundo, Inc., all of the additional NBCU direct and indirect subsidiaries listed above will become attributable interest holders in the ownership structure of GE's four indirect television broadcast licensee subsidiaries (NBC Telemundo License, Co., Telemundo of Puerto Rico, Telemundo Las Vegas License LLC, and Station Venture Operations, LP). In addition, all of these entities that are corporations will be converted to limited liability companies. (These conversions will occur just prior to the redemption of NBC Telemundo Holding Co.'s stock interests in NBC Telemundo, Inc.) Chart B attached hereto reflects the insertion of these entities into the attributable ownership structure.

The insertion of these entities into the attributable ownership structure, and the conversion of the corporate entities to limited liability companies, will be a *pro forma* change in control of GE's four indirect television broadcast licensee subsidiaries (NBC Telemundo License Co., Telemundo of Puerto Rico, Telemundo Las Vegas License LLC, and Station Venture Operations, LP) because GE will remain the ultimate parent company of these licensees.

**NBCU (NBC Universal Inc.)**

As shown in the attached diagram (Chart A), NBCU is an indirect subsidiary of GE. Through subsidiaries, NBCU holds a minority voting stock interest in NBC Telemundo, Inc., the direct or indirect parent of GE's four indirect television broadcast licensee subsidiaries (NBC Telemundo License Co., Telemundo of Puerto Rico, Telemundo Las Vegas Licensee LLC, and Station Venture Operations, LP).

Immediately prior to Comcast Corporation's acquisition of control of Newco, and following the redemption of NBC Telemundo Holding Co.'s stock interest in NBC Telemundo, Inc., NBCU will become the indirect parent of GE's four indirect television broadcast licensee subsidiaries (NBC Telemundo License Co., Telemundo of Puerto Rico, Telemundo Las Vegas Licensee LLC, and Station Venture Operations, LP). NBCU will also be converted from a corporation to a limited liability company. Chart B attached hereto reflects NBCU's increased ownership interest, through subsidiaries, in NBC Telemundo, Inc. and the conversion of NBCU to a limited liability company.

The increase in NBCU's ownership interest, through subsidiaries, in NBC Telemundo, Inc., and the conversion of NBCU to a limited liability company, will be a *pro forma* change in control of GE's four indirect television broadcast licensee subsidiaries (NBC Telemundo License Co., Telemundo of Puerto Rico, Telemundo Las Vegas Licensee LLC, and Station Venture Operations, LP) because GE will remain the ultimate parent company of these licensees.

## **2. Restructuring For Non-Broadcast Licensees**

**Universal City Studios LLLP**

As shown in the attached diagram (Chart C), Universal City Studios LLLP is an indirect subsidiary of GE. Universal City Studios LLLP holds private radio authorizations.

Immediately prior to Comcast Corporation's acquisition of control of Newco, Universal City Studios LLLP will be merged into Vivendi Universal Entertainment LLLP, an indirect parent of Universal City Studios LLLP.<sup>11</sup> In addition, the following GE indirect subsidiaries in the ownership chain above Vivendi Universal Entertainment LLLP will be converted from corporations to limited liability companies: VUE NewCo; USI Entertainment, Inc.; Universal Studios, Inc.; NBCU Acquisition Sub, Inc.; and NBCU. Chart D reflects these changes.

The merger of Universal City Studios LLLP into Vivendi Universal Entertainment LLLP will result in a *pro forma* assignment of the private radio authorizations held by Universal City Studios LLLP because GE is the ultimate parent company of Vivendi Universal Entertainment LLLP. The conversion to limited liability companies of certain corporations above Vivendi Universal Entertainment will be a *pro forma* change in control because GE will remain the ultimate parent company of Vivendi Universal Entertainment LLLP.

<sup>11</sup> This proposed merger may be modified. If so, an amendment or additional application, as necessary, will be submitted to reflect any such modification.



## Universal City Property Management II, LLC

As shown in the attached diagram (Chart E), Universal City Property Management II, LLC is an indirect subsidiary of GE. Universal City Property Management II, LLC holds private radio authorizations.

Immediately prior to Comcast Corporation's acquisition of control of Newco, the following GE indirect subsidiaries in the ownership chain above Universal City Property Management II, LLC will be converted from corporations to limited liability companies: VUE NewCo, USI Entertainment, Inc.; Universal Studios, Inc.; NBCU Acquisition Sub, Inc.; and NBCU. Chart F reflects these changes.

The conversion to limited liability companies of certain corporations above Universal City Property Management II, LLC will be a *pro forma* change in control because GE will remain the ultimate parent company of the licensee.

## Universal City Development Partners, LTD

As shown in the attached diagram (Chart G), GE owns an indirect 50 percent interest in Universal City Development Partners, LTD. Universal City Development Partners, LTD holds private radio authorizations.

Immediately prior to Comcast Corporation's acquisition of control of Newco, the following GE indirect subsidiaries in the GE ownership chain above Universal City Development Partners, LTD will be converted from corporations to limited liability companies: VUE NewCo; USI Entertainment, Inc.; Universal Studios, Inc.; NBCU Acquisition Sub, Inc.; and NBCU. Chart H reflects these changes.

The conversion to limited liability companies of certain corporations in the GE ownership structure above Universal City Development Partners, LTD will be a *pro forma* change in control because GE will remain the ultimate holder of a 50 percent interest in the licensee.

## 3. Restructuring Above NBCU

### NBC Holding/Navy Holdings/Newco

As shown in the attached diagram (Chart I), NBC Holding (National Broadcasting Company Holding, Inc.) is a direct subsidiary of GE. Navy Holdings (Navy Holdings, Inc.) is a wholly owned subsidiary of NBC Holding and Newco (Navy, LLC) is a wholly owned subsidiary of Navy Holdings.<sup>12</sup>

Immediately prior to Comcast Corporation's acquisition of control of Newco, NBC Holding will contribute its 100 percent interest in NBCU to Navy Holdings, and NBCU will convert from a corporation to a limited liability company. Then Navy Holdings will contribute

---

<sup>12</sup> Chart I also reflects the purchase of Vivendi's 20 percent interest in NBCU.

its 100 percent interest in NBCU to Newco. Chart J attached hereto reflects these changes in the ownership structure.

Each of these steps is a *pro forma* change in control of GE's four indirect television broadcast licensee subsidiaries (NBC Telemundo License Co., Telemundo of Puerto Rico, Telemundo Las Vegas License LLC and Station Venture Operations, LP) and of the three indirect GE subsidiaries (Universal City Studios LLLP, Universal City Property Management II, LLC, and Universal City Development Partners, LTD<sup>13</sup>) that hold non-broadcast authorizations because GE will remain the ultimate parent company of all of these licensees.

\* \* \* \* \*

All of the foregoing steps are *pro forma* in nature and will be completed immediately prior to Comcast Corporation's acquisition of control of Newco.

## **B. INTERNAL RESTRUCTURING AND CONTRIBUTION TO NEWCO OF COMCAST CONTRIBUTED ENTITIES.**

### **The Comcast Network, LLC**

As shown in the attached ownership diagram (Chart 1), The Comcast Network, LLC is a direct, wholly owned subsidiary of Comcast Corporation. The Comcast Network, LLC is the licensee of five satellite earth stations: E090030, E000360, E000423, E020281, and E050129.

Immediately prior to Comcast Corporation's acquisition of control of Newco, Comcast Corporation will contribute 100 percent of the membership interests in The Comcast Network, LLC directly to Newco, at which point The Comcast Network, LLC will be an indirect, 51 percent-owned subsidiary under the ultimate control of Comcast Corporation. Chart 2 attached hereto shows the ownership structure of The Comcast Network, LLC following the contribution to Newco.

The transfer of control of The Comcast Network, LLC by Comcast Corporation to Newco, will be a *pro forma* change in control, as Comcast Corporation will own a 51 percent interest in and ultimately control Newco.

### **Comcast SportsNet Mid-Atlantic, L.P.**

As shown in the attached ownership diagram (Chart 3), Comcast SportsNet Mid-Atlantic, L.P. is an indirect, wholly owned subsidiary of Comcast Holdings Corporation, which is a direct, wholly owned subsidiary of Comcast Corporation. Comcast SportsNet Mid-Atlantic, L.P. is the licensee of one business radio license: WPWF842. Comcast SportsNet Mid-Atlantic GP, LLC is a direct, wholly owned subsidiary of Comcast Holdings Corporation. Comcast SportsNet Mid-Atlantic GP, LLC in turn directly and indirectly owns in the aggregate 100 percent of Comcast SportsNet Mid-Atlantic, L.P. Comcast SportsNet Mid-Atlantic GP, LLC owns a 65.702 percent interest in Comcast SportsNet Mid-Atlantic, L.P. as a general partner, and a 100

<sup>13</sup> GE holds an indirect 50 percent interest in Universal City Development Partners, LTD.

percent membership interest in Comcast SportsNet Mid-Atlantic LP, LLC, which in turn owns a 34.298 percent interest in Comcast SportsNet Mid-Atlantic, L.P. as a limited partner.

Immediately prior to Comcast Corporation's acquisition of control of Newco, Comcast Holdings Corporation will contribute 100 percent of the membership interests in Comcast SportsNet Mid-Atlantic GP, LLC directly to Newco, at which point Comcast SportsNet Mid-Atlantic, L.P. will be an indirect, 51 percent-owned subsidiary under the ultimate control of Comcast Corporation. Chart 4 attached hereto shows the ownership structure of Comcast SportsNet Mid-Atlantic, L.P. following the contribution to Newco.

The transfer of control of Comcast SportsNet Mid-Atlantic, L.P. by Comcast Holdings Corporation to Newco will be a *pro forma* change in control, as Comcast Corporation will own a 51 percent interest in and ultimately control Newco.

### **Comcast SportsNet Philadelphia, L.P.**

As shown in the attached ownership diagram (Chart 5), Comcast SportsNet Philadelphia, L.P. is an indirect, wholly owned subsidiary of Comcast Holdings Corporation, which is a direct, wholly owned subsidiary of Comcast Corporation. Comcast SportsNet Philadelphia, L.P. is the licensee of one business radio license: WQAW846. Comcast SportsNet Philadelphia, L.P. is owned 60.55 percent by COM Sports Ventures, Inc. as a limited partner, 38.45 percent by Comcast PSM Holdings, LLC as a limited partner, and 1 percent by Comcast SportsNet Philadelphia, Inc. as a general partner. COM Sports Ventures and Comcast PSM Holdings, Inc. both are indirect, wholly owned subsidiaries of Comcast Holdings Corporation. Comcast SportsNet Philadelphia, Inc. is owned by two entities: COM Sports Ventures, Inc., which owns a 70 percent interest; and Comcast PSM Holdings, LLC, which owns a 30 percent interest.

In the first step of the restructuring, Comcast SportsNet Philadelphia, Inc. will form a new limited liability company, CSNP GP Holdco, and contribute its 1 percent interest in Comcast SportsNet Philadelphia, L.P. as a general partner to CSNP GP Holdco. In the second step, Comcast SportsNet Philadelphia, Inc., COM Sports Ventures, Inc., and Comcast PSM Holdings, LLC will form a second new limited liability company, Comcast SportsNet Philadelphia Holdings, LLC. COM Sports Ventures, Inc. and Comcast PSM Holdings, LLC will contribute their respective 60.55 percent and 38.45 percent interests in Comcast SportsNet Philadelphia, L.P. as limited partners to Comcast SportsNet Philadelphia Holdings, LLC, and Comcast SportsNet Philadelphia, Inc. will contribute its 100 percent membership interest in CSNP GP Holdco to Comcast SportsNet Philadelphia Holdings, LLC. The resulting ownership of Comcast SportsNet Philadelphia, L.P. is shown in Chart 6, attached hereto.

Immediately prior to Comcast Corporation's acquisition of control of Newco, Comcast SportsNet Philadelphia Holdings, LLC will contribute to Newco its 99 percent interest in Comcast SportsNet Philadelphia, L.P. as a limited partner and 100 percent of the membership interests in CSNP GP Holdco directly to Newco, at which point Comcast SportsNet Philadelphia, L.P. will be an indirect, 51 percent-owned subsidiary under the ultimate control of Comcast Corporation. Chart 7 attached hereto shows the ownership structure of Comcast SportsNet Philadelphia, L.P. following the contribution to Newco.

Comcast SportsNet Philadelphia, Inc.’s contribution of its 100 percent interest in CSNP GP Holdco to Comcast SportsNet Philadelphia Holdings, LLC, will be a *pro forma* transfer of control because Comcast Corporation will remain the indirect 100 percent owner of Comcast SportsNet Philadelphia, L.P. Likewise, the contribution by COM Sports Ventures, Inc. and Comcast PSM Holdings, LLC of their respective interests in Comcast SportsNet Philadelphia, L.P. as limited partners to Comcast SportsNet Philadelphia Holdings, LLC will be *pro forma* transfers of control because Comcast Corporation will remain the indirect 100 percent owner of Comcast SportsNet Philadelphia, L.P. The contribution by CNSP Holdco of its interests in CSNP GP Holdco and Comcast SportsNet Philadelphia, L.P. to Newco also will be a *pro forma* change in control because CSNP GP Holdco and Comcast SportsNet Philadelphia, L.P. will be 51 percent owned and under the ultimate control of Comcast Corporation.

### **New England Cable News**

As shown in the attached ownership diagram (Chart 8), New England Cable News is an indirect, wholly owned subsidiary of Comcast Corporation. It is the licensee of three satellite earth station licenses: E050107, E940292, and E970108. Comcast MO Investments, Inc., an indirect, wholly owned subsidiary of Comcast Corporation, owns directly 100 percent of the stock of Comcast MO Cable News, Inc. (“Comcast MO Cable News”). Comcast MO Cable News directly and indirectly owns in the aggregate 100 percent of New England Cable News. Comcast MO Cable News directly owns a 50 percent interest in New England Cable News as a general partner. It indirectly owns the remaining 50 percent interest as general partner through its direct, wholly owned subsidiary, Comcast NECN Holdings, LLC.

In the first restructuring step, Comcast MO Cable News will be converted into a limited liability company or merged into a newly formed limited liability company that also is a subsidiary of Comcast MO Investments, Inc. Chart 9 attached hereto shows the ownership of New England Cable News following the restructuring.

Immediately prior to Comcast Corporation’s acquisition of control of Newco, Comcast MO Investments, Inc. will contribute 100 percent of the membership interest in Comcast MO Cable News (after having been converted to an LLC) directly to Newco, at which point New England Cable News will be an indirect, 51 percent-owned subsidiary under the ultimate control of Comcast Corporation. Chart 10 attached hereto shows the ownership structure of New England Cable News following the contribution to Newco.

The step whereby Comcast MO Cable News is converted into a limited liability company or merged into a newly formed limited liability company will be a *pro forma* transfer of control because Comcast Corporation will remain the 100 percent indirect owner. The contribution of Comcast MO Cable News by Comcast MO Investments Inc. to Newco also will be a *pro forma* change in control because Comcast Corporation will own a 51 percent interest in and ultimately control Newco.

### **E! Entertainment Television, Inc.**

As shown in the attached ownership diagram (Chart 11), E! Entertainment Television, Inc. (“E! Entertainment Television”) is an indirect, wholly owned subsidiary of Comcast

Corporation. It is the licensee of two satellite earth station licenses and two business radio licenses: E080069, E020009, WPVJ725, and WQIZ214. E! Entertainment Television is directly owned by five entities: Comcast Entertainment Networks Holdings, LLC, which owns a 30.95 percent interest; ComCon Entertainment Holdings, Inc., which owns a 31.07 percent interest; Comcast Entertainment Holdings LLC, which owns a 17.24 percent interest; Comcast LMC E! Entertainment, Inc., which owns a 10.37 percent interest; and Comcast MO Investments, Inc., which owns a 10.37 percent interest. Each of these five entities is wholly owned by Comcast Holdings Corporation, either directly or indirectly. Comcast Holdings Corporation is a direct, wholly owned subsidiary of Comcast Corporation.

In the first restructuring step, each of the five direct owners of E! Entertainment Television will contribute all of their respective shares of stock in E! Entertainment Television to a newly formed corporation, E! Entertainment Television Holdings, Inc., in exchange for a proportionate share of the stock in E! Entertainment Television Holdings, Inc.. In the second step, E! Entertainment Television will be converted into a limited liability company or merged into a newly formed limited liability company that is a direct wholly owned subsidiary of E! Entertainment Television Holdings, Inc. Chart 12 attached hereto shows the ownership of E! Entertainment Television following the restructuring.

Immediately prior to Comcast Corporation's acquisition of control of Newco, E! Entertainment Television Holdings, Inc. will contribute 100 percent of the membership interests in E! Entertainment Television (after having been converted to an LLC) directly to Newco, at which point E! Entertainment Television will be an indirect, 51 percent-owned subsidiary under the ultimate control of Comcast Corporation. Chart 13 attached hereto shows the ownership structure of E! Entertainment Television following the contribution to Newco.

The step whereby the five direct owners of E! Entertainment Television create E! Entertainment Television Holdings, Inc. and contribute their respective shares of E! Entertainment Television to E! Entertainment Television Holdings, Inc. will be a *pro forma* transfer of control because Comcast Corporation will remain the 100 percent indirect owner. The conversion of E! Entertainment Television into a limited liability company or the merger of E! Entertainment Television into a newly formed limited liability company also will be a *pro forma* transfer of control because Comcast Corporation will remain the 100 percent indirect owner. The contribution of E! Entertainment Television by E! Entertainment Television Holdings, Inc. to Newco also will be a *pro forma* change in control because Comcast Corporation will own a 51 percent interest in and ultimately control Newco.

### **Versus, L.P.**

As shown in the attached ownership diagram (Chart 14), Versus, L.P. is an indirect, wholly owned subsidiary of Comcast Corporation. It is the licensee of one business radio license: WPTR291. Versus, L.P. is directly owned by two entities: Comcast Programming Ventures III, LLC, which owns an 83 percent interest as a general partner; and Comcast Programming Ventures II, Inc., which owns a 17 percent interest as a limited partner. Comcast Programming Holdings, LLC wholly owns Comcast Programming Ventures III, LLC and Comcast Programming Ventures II, Inc. Comcast Corporation wholly owns Comcast Programming Holdings, LLC.

In the first restructuring step, Comcast Programming Ventures II, Inc. and Comcast Programming Holdings, LLC will form a new limited liability company, Versus Holdings, LLC. Comcast Programming Ventures II, Inc. will contribute its 17 percent interest in Versus, L.P. to Versus Holdings, LLC, and likewise Comcast Programming Holdings, LLC will contribute its 100 percent membership interest in Comcast Programming Ventures III, LLC to Versus Holdings, LLC. Chart 15 attached hereto shows the ownership of Versus, L.P. following the restructuring.

Immediately prior to Comcast Corporation's acquisition of control of Newco, Versus Holdings, LLC will contribute its 17 percent interest in Versus, L.P. and its 100 percent membership interest in Comcast Programming Ventures III, LLC directly to Newco, at which point Versus L.P. will be an indirect, 51 percent-owned subsidiary under the ultimate control of Comcast Corporation. Chart 16 attached hereto shows the ownership structure of Versus, L.P. following the contribution to Newco.

Comcast Programming Holdings, LLC's contribution of its 83 percent interest in Versus, L.P. to Versus Holdings, LLC will be a *pro forma* transfer of control because Comcast Corporation will remain the 100 percent indirect owner of Versus, L.P. The contribution by Versus Holdings, LLC of its interests in Versus L.P. and Comcast Programming Ventures III, LLC to Newco also will be a *pro forma* change in control because Comcast Corporation will own a 51 percent interest in and ultimately control Newco.

### **TGC, Inc.**

As shown in the attached ownership diagram (Chart 17), TGC, Inc. ("TGC") is an indirect, wholly owned subsidiary of Comcast Corporation. TGC is the licensee of one satellite earth station license and two business radio licenses: E050133, WPWN254, and WPWV971. TGC is a direct, wholly owned subsidiary of Comcast Programming Holdings, LLC. Comcast Programming Holdings, LLC is a direct, wholly owned subsidiary of Comcast Holdings Corporation, which is a direct, wholly owned subsidiary of Comcast Corporation.

Comcast Programming Holdings, LLC will contribute all of its stock in TGC to a newly formed corporation, TGC Holdings, Inc., in exchange for 100 percent of the stock of TGC Holdings, Inc. TGC will then be converted into a limited liability company. Chart 18 attached hereto shows the ownership of TGC following the restructuring.

Immediately prior to Comcast Corporation's acquisition of control of Newco, TGC Holdings, Inc. will contribute 100 percent of the membership interest in TGC directly to Newco, at which point TGC will be an indirect, 51 percent-owned subsidiary under the ultimate control of Comcast Corporation. Chart 19 attached hereto shows the ownership structure of TGC following the contribution to Newco.

The contribution of the stock of TGC to TGC Holdings, Inc. will be a *pro forma* transfer of control because Comcast Corporation will remain the majority and controlling indirect owner of TGC. Likewise, the conversion of TGC into a limited liability company will be a *pro forma* change in control because all equity owners of TGC will remain the same after the reorganization. The contribution of TGC by TGC Holdings, Inc. to Newco also will be a *pro*

*forma* change in control because Comcast Corporation will own a 51 percent interest in and ultimately control Newco.

\* \* \* \* \*

Prior to their contributions to Newco, each licensee listed above may be transferred to one or more newly formed limited liability companies that will be direct or indirect wholly owned subsidiaries of Comcast Corporation, which limited liability companies will, in turn, be the actual contributor of such licensees to Newco.

## ATTACHMENT A

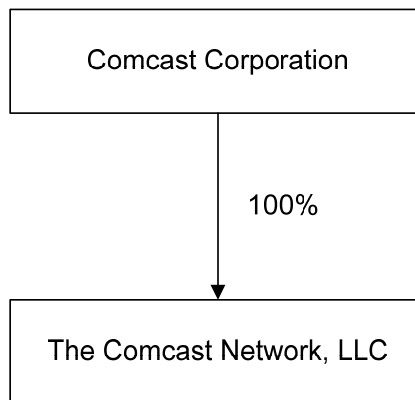
STATIONS LICENSED TO NBC TELEMUNDO LICENSE CO.			
Call Letters	Location	Facility ID	Class of Service
WNBC(TV)	New York, NY	47535	Television Broadcast
WNJU(TV)	Linden, NJ	73333	Television Broadcast
KNBC(TV)	Los Angeles, CA	47906	Television Broadcast
KVEA(TV)	Corona, CA	19783	Television Broadcast
KWHY-TV	Los Angeles, CA	26231	Television Broadcast
WSNS-TV	Chicago, IL	70119	Television Broadcast
WMAQ-TV	Chicago, IL	47905	Television Broadcast
WCAU(TV)	Philadelphia, PA	63153	Television Broadcast
KNTV(TV)	San Jose, CA	35280	Television Broadcast
KSTS(TV)	San Jose, CA	64987	Television Broadcast
WNEU(TV)	Merrimack, NH	51864	Television Broadcast
KXTX-TV	Dallas, TX	35994	Television Broadcast
WRC-TV	Washington, DC	47904	Television Broadcast
KTMD(TV)	Galveston, TX	64984	Television Broadcast
KTAZ(TV)	Phoenix, AZ	81458	Television Broadcast
WTVJ(TV)	Miami, FL	63154	Television Broadcast
WSCV(TV)	Fort Lauderdale, FL	64971	Television Broadcast
WVIT(TV)	New Britain, CT	74170	Television Broadcast
KVDA(TV)	San Antonio, TX	64969	Television Broadcast
KNSO(TV)	Merced, CA	58608	Television Broadcast
KHRR(TV)	Tucson, AZ	30601	Television Broadcast
KDEN(TV)	Longmont, CO	38375	Television Broadcast



## CHART 1

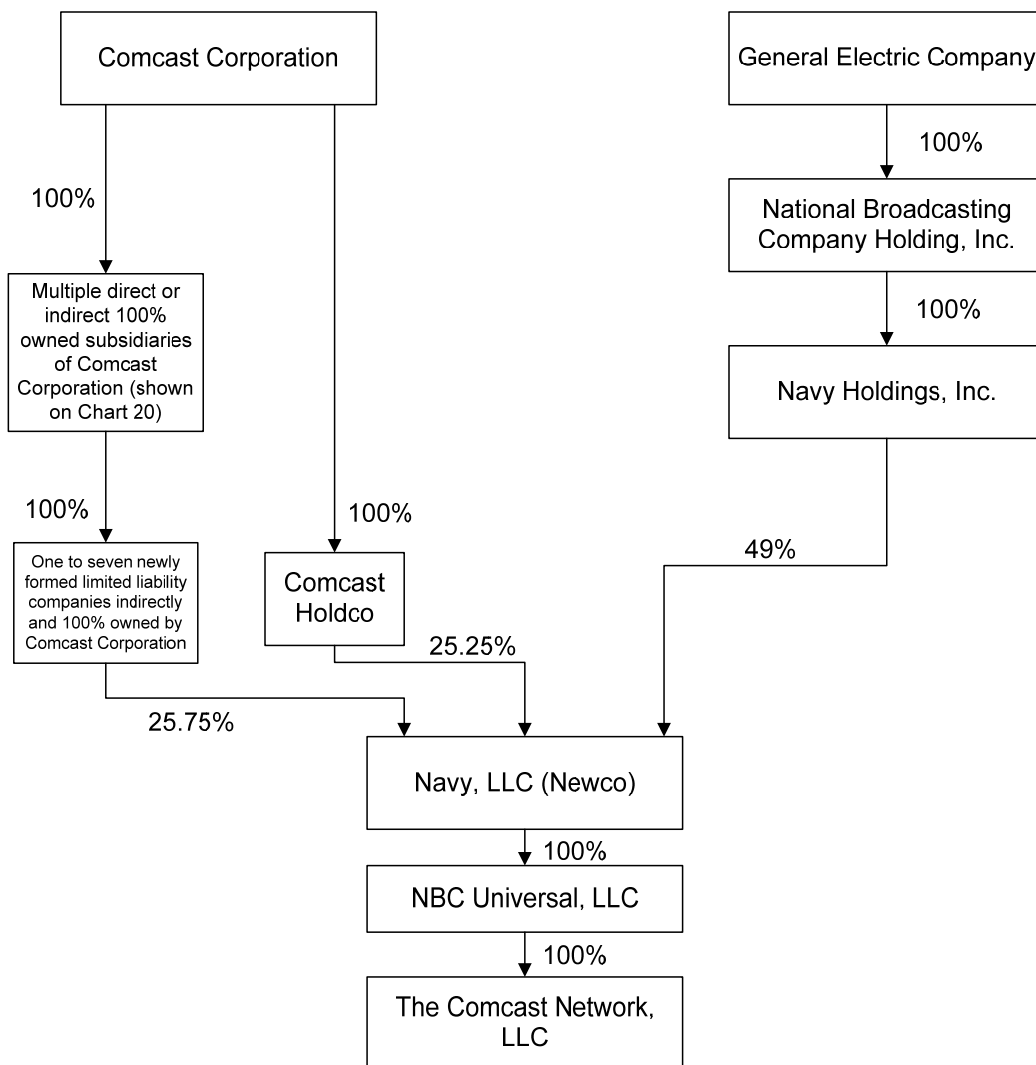
### **The Comcast Network, LLC**

#### **Before Transaction**



## CHART 2

### The Comcast Network, LLC After Transaction (Simplified)



## CHART 3

### Comcast SportsNet Mid-Atlantic, L.P. Before Transaction

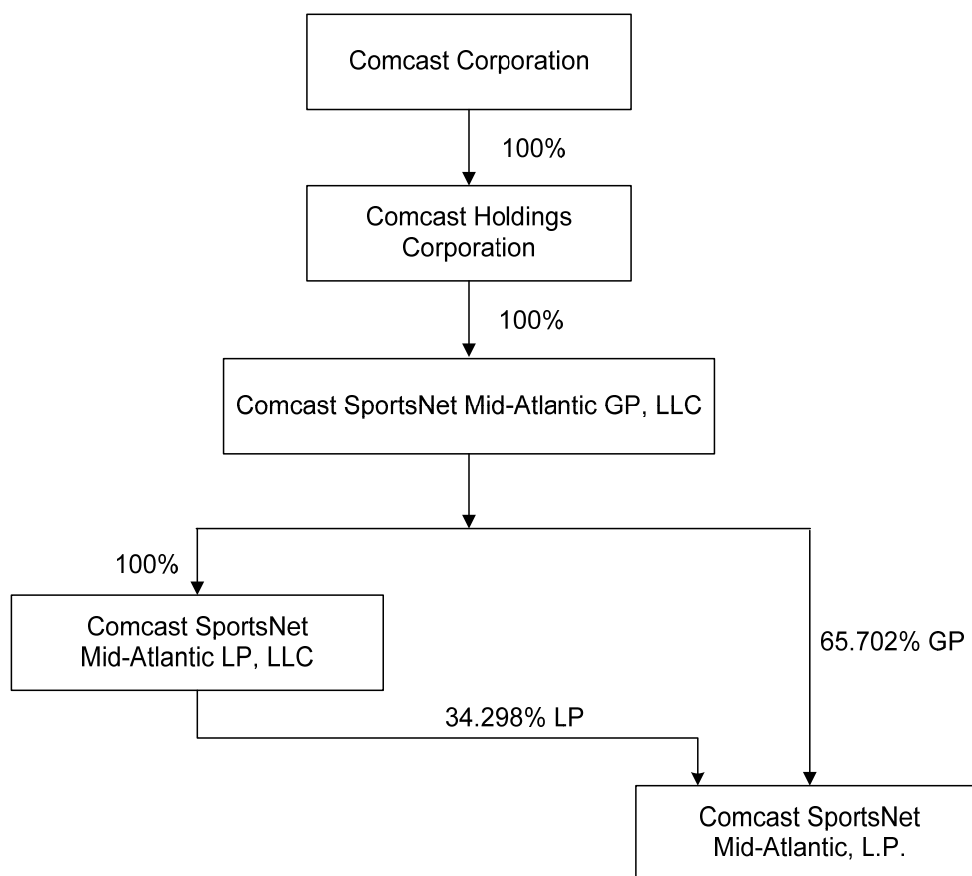
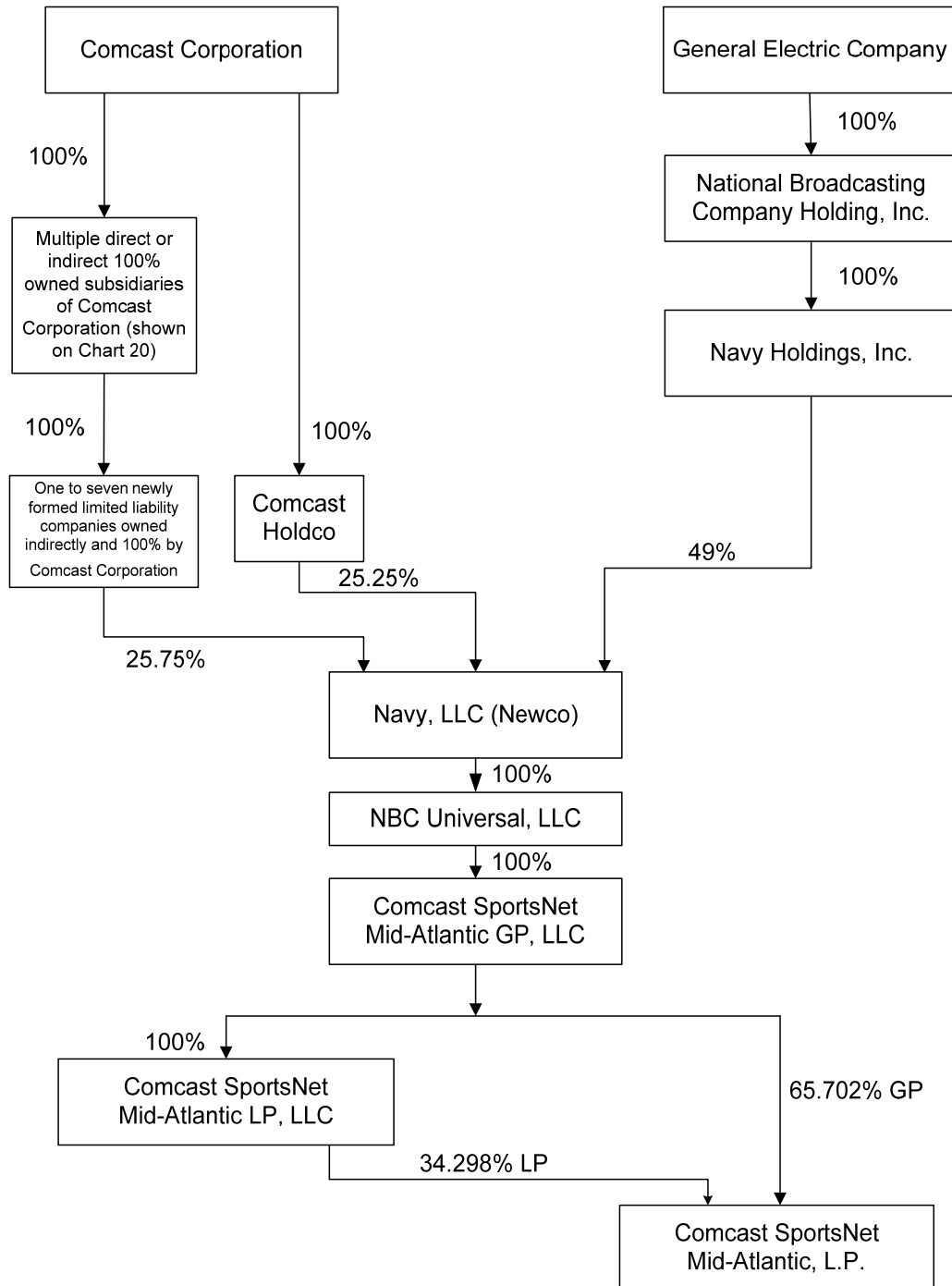


CHART 4

**Comcast SportsNet Mid-Atlantic, L.P.**  
**After Transaction**  
**(Simplified)**



**Comcast SportsNet Philadelphia, L.P.  
Before Restructure**

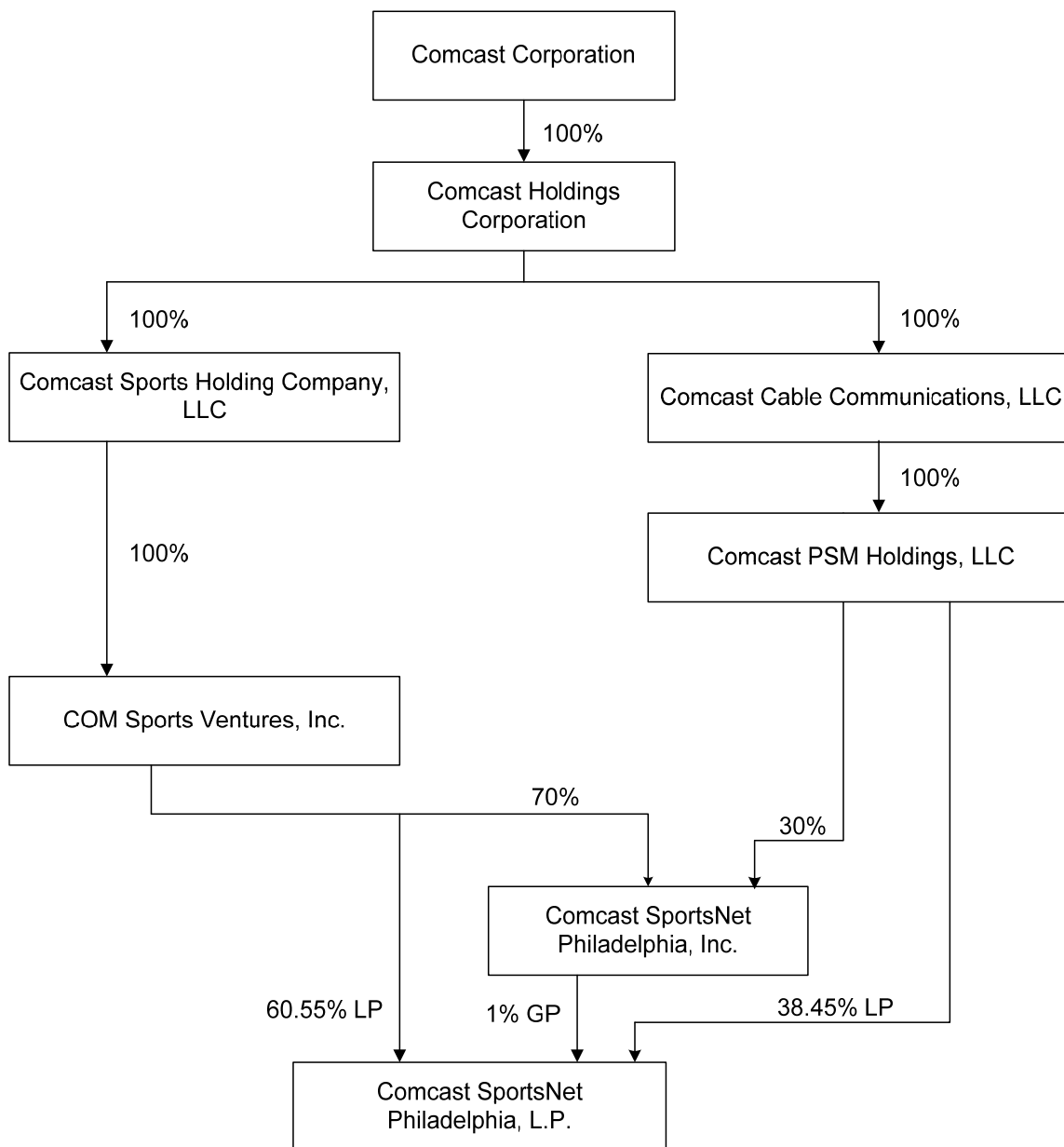
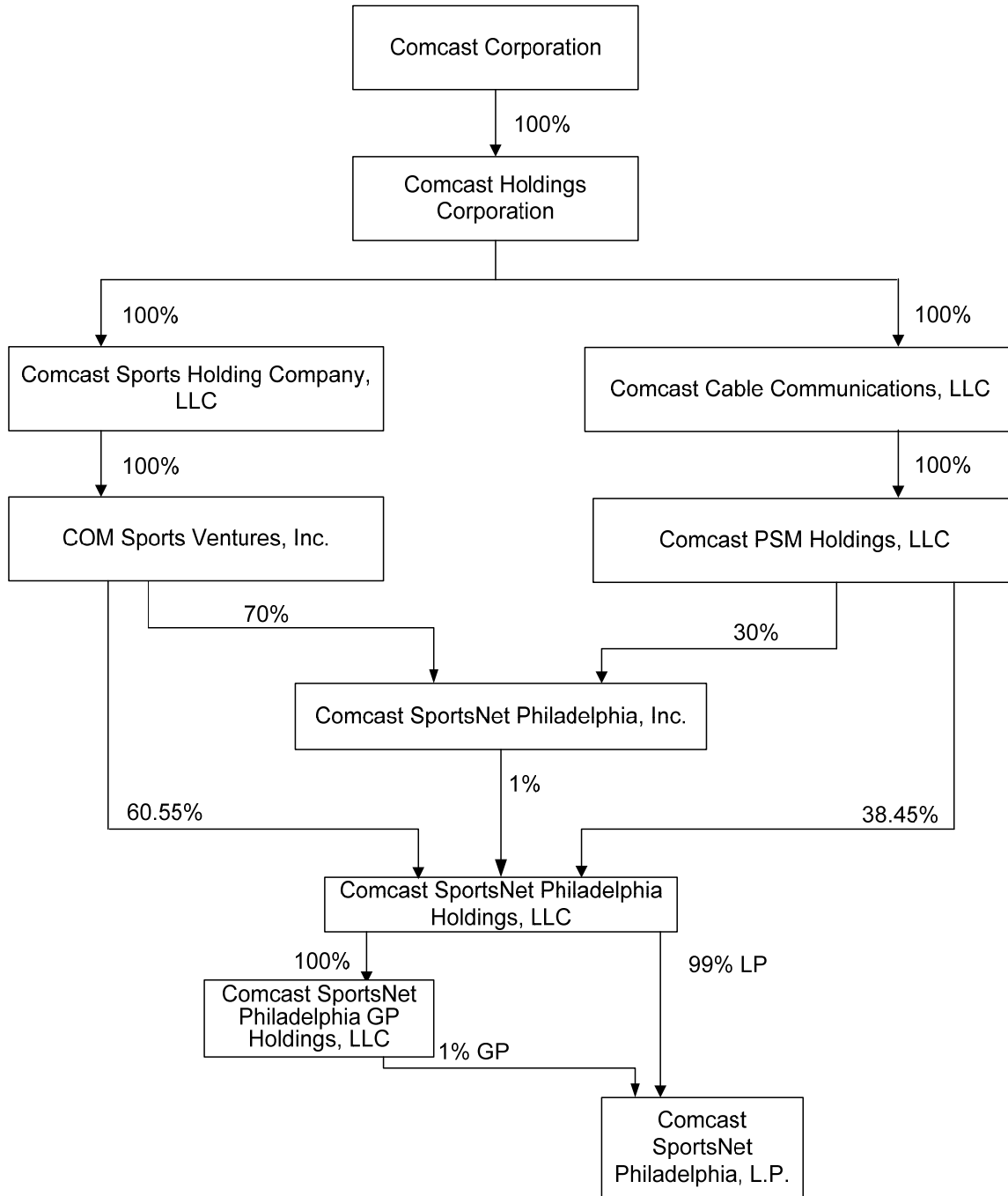


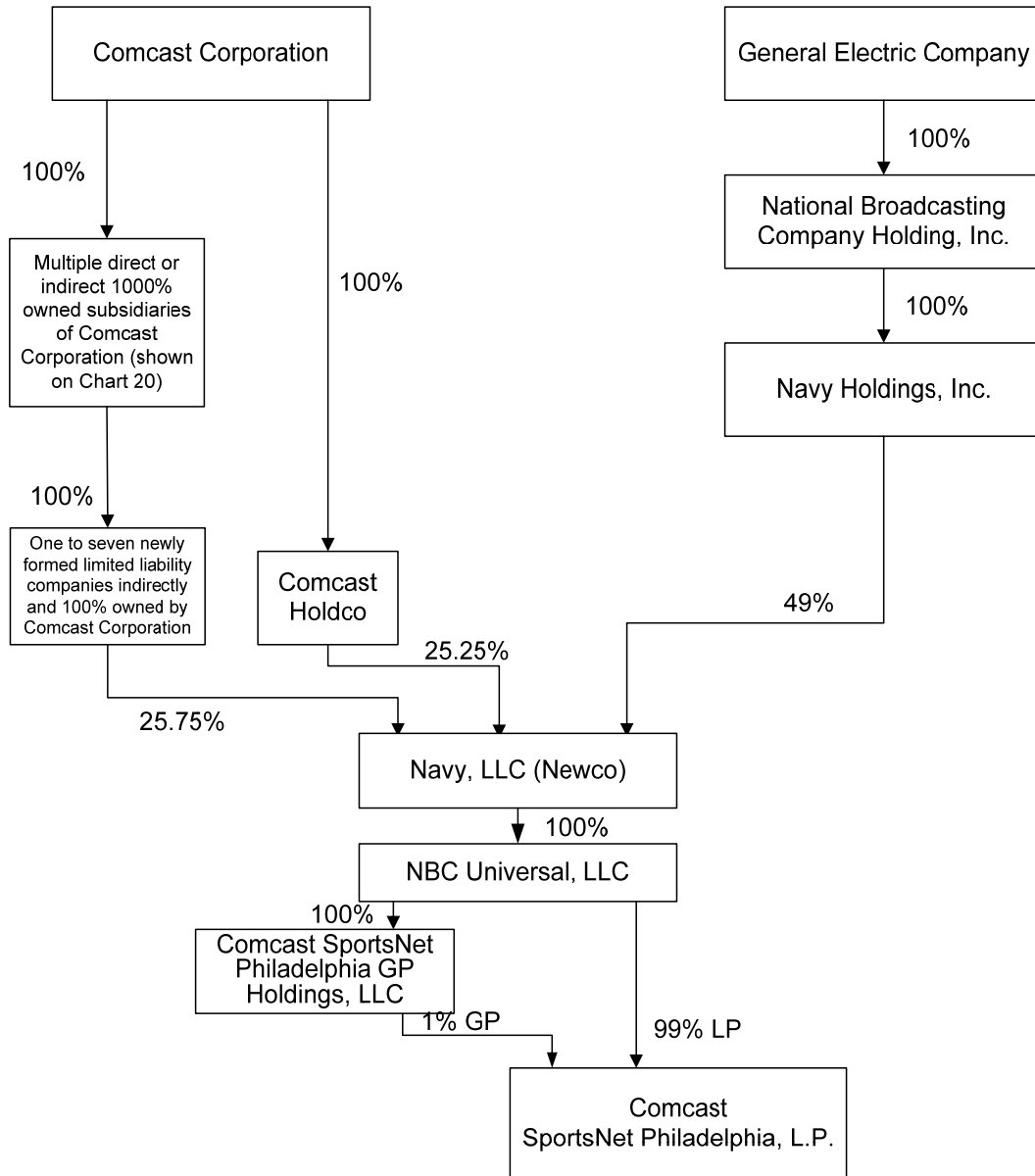
CHART 6

**Comcast SportsNet Philadelphia, L.P.  
After Restructure**

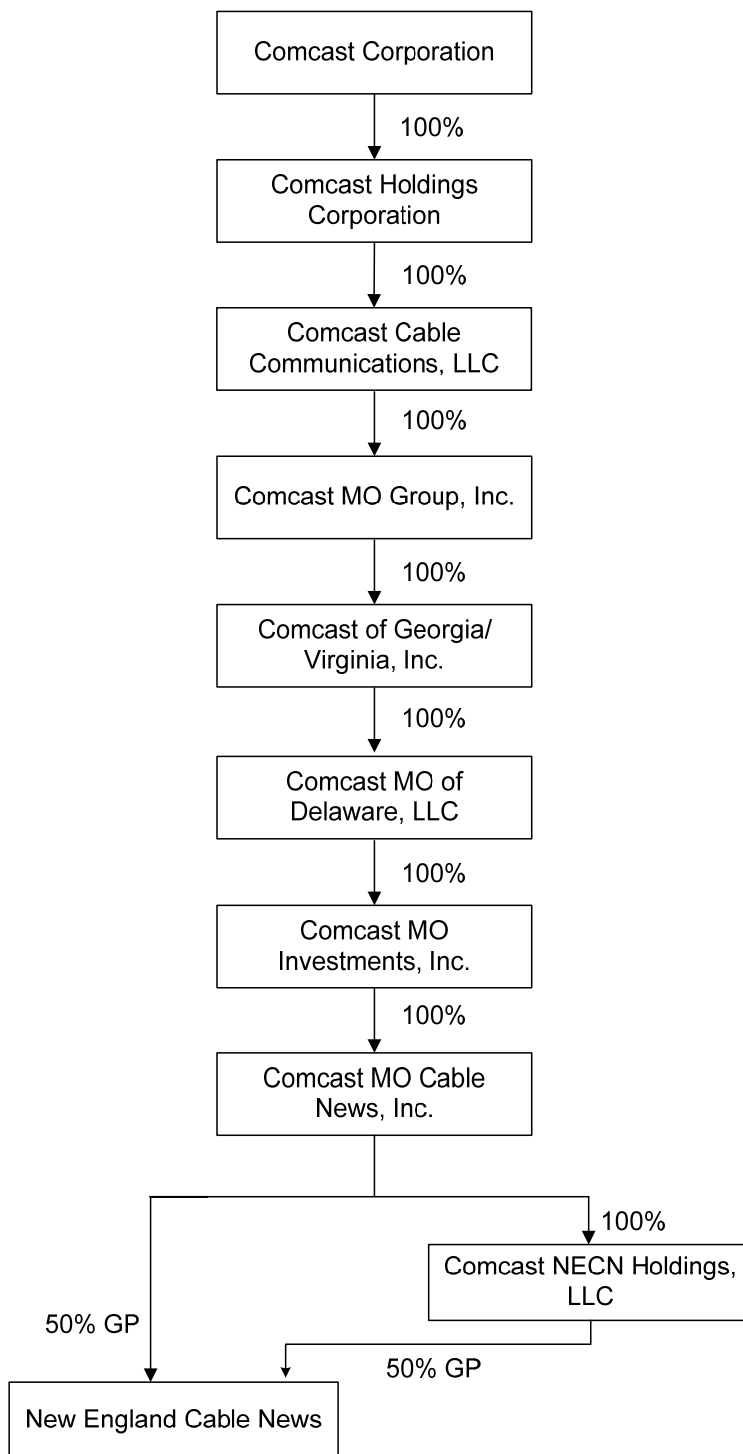


# CHART 7

## Comcast SportsNet Philadelphia L.P. After Transaction (Simplified)



**New England Cable News  
Before Restructure**





## CHART 9

### **New England Cable News After Restructure**

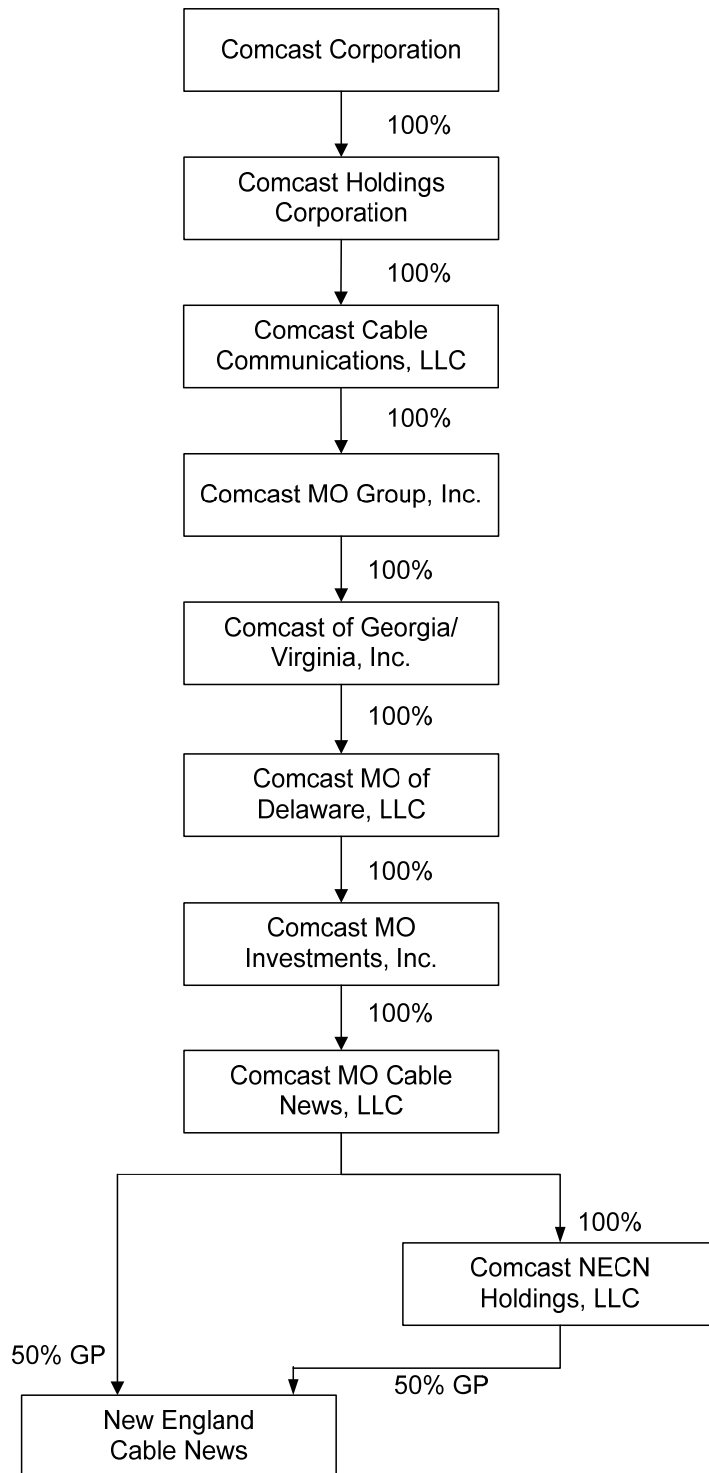


CHART 10

**New England Cable News**  
**After Transaction**  
**(Simplified)**

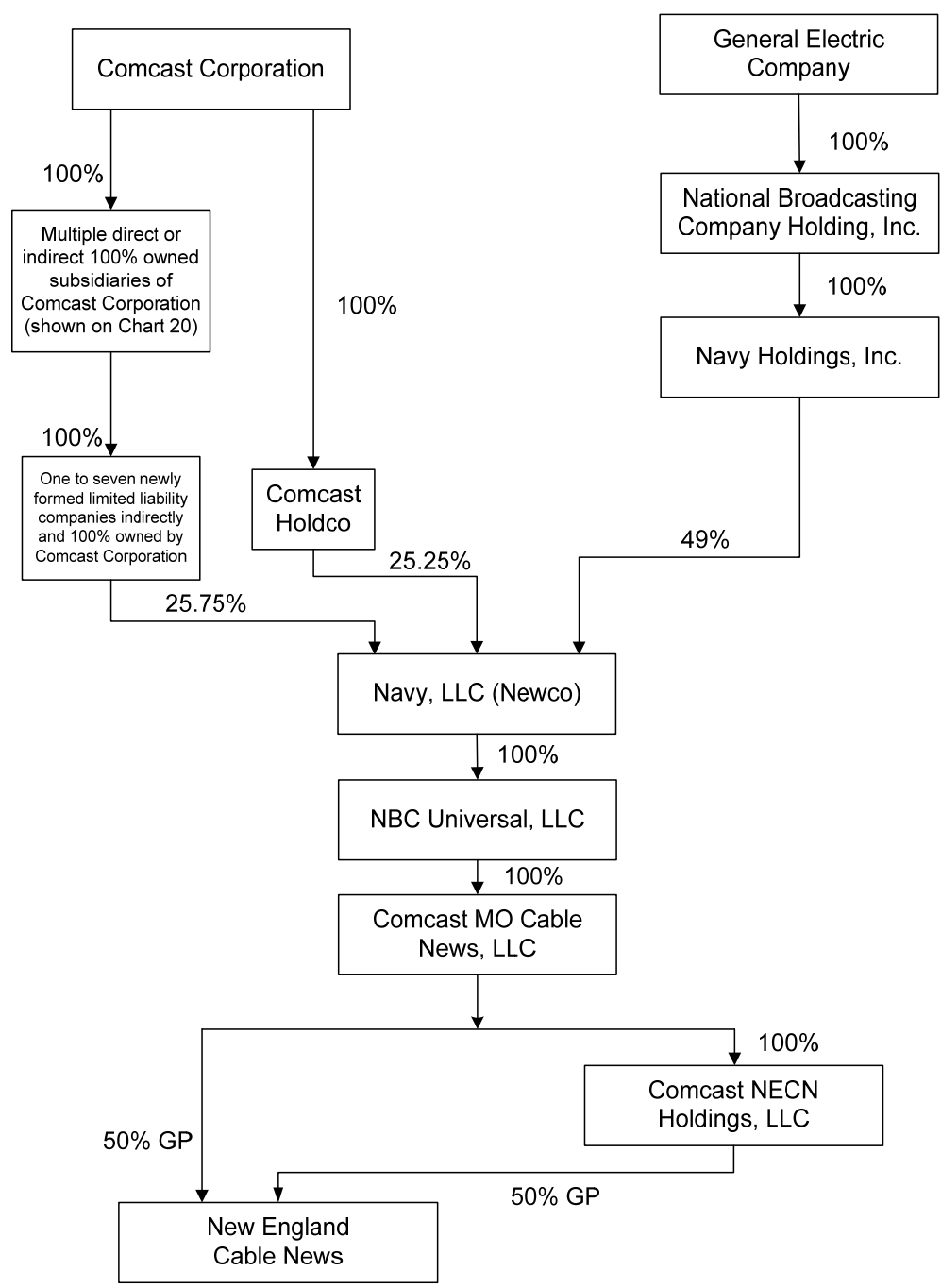


CHART 11

**E! Entertainment Television, Inc.**  
**Before Restructure**

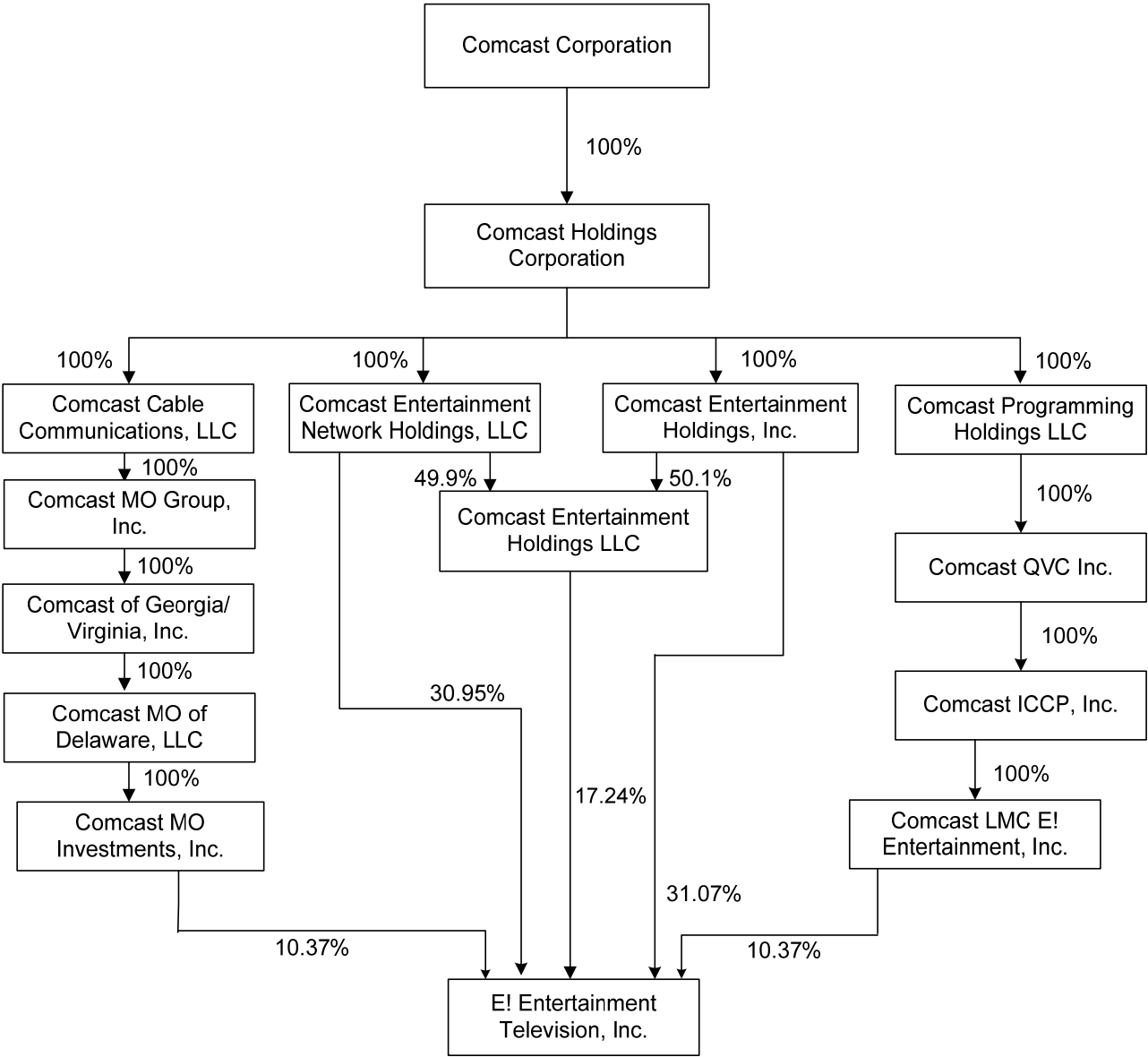
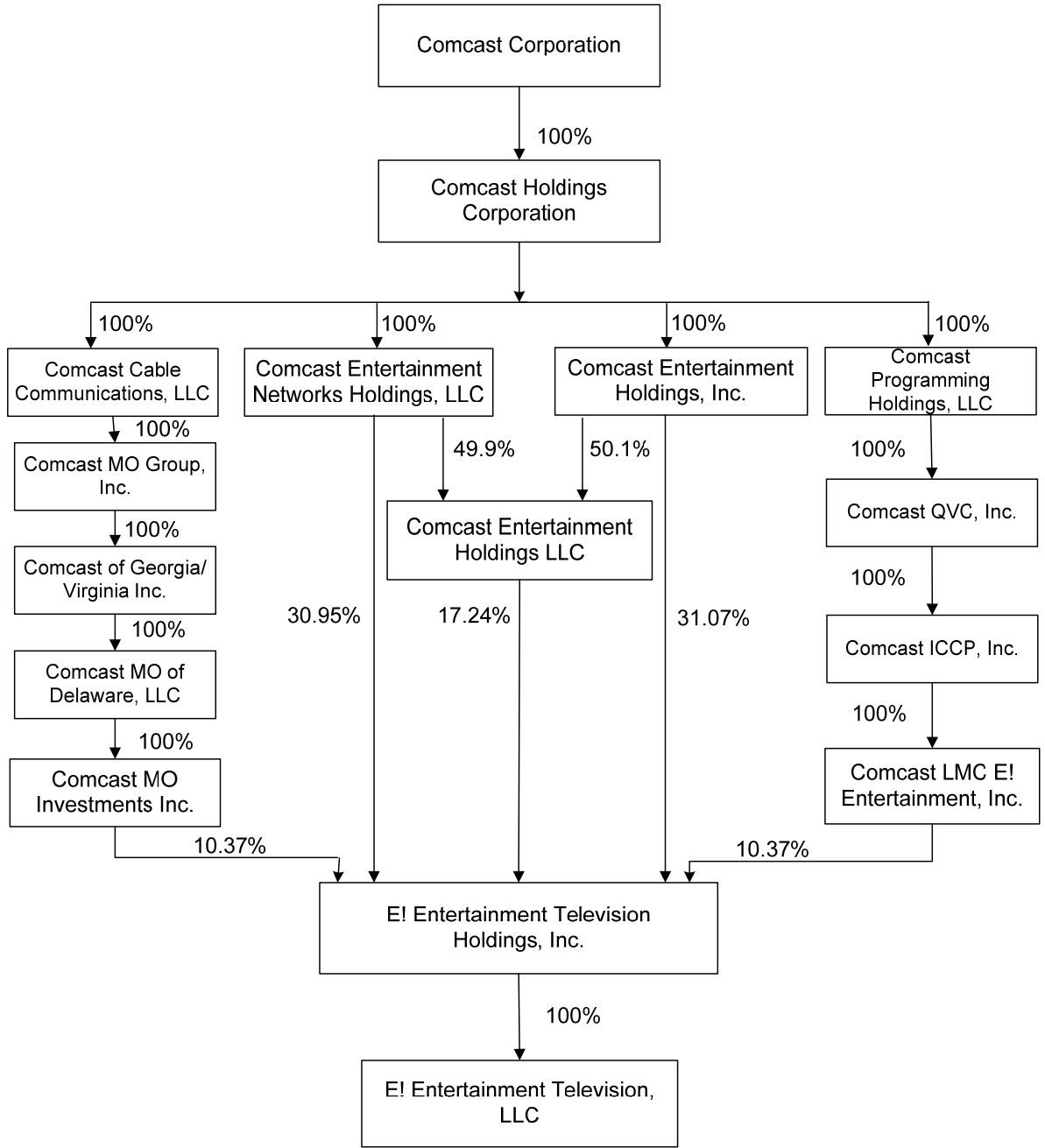
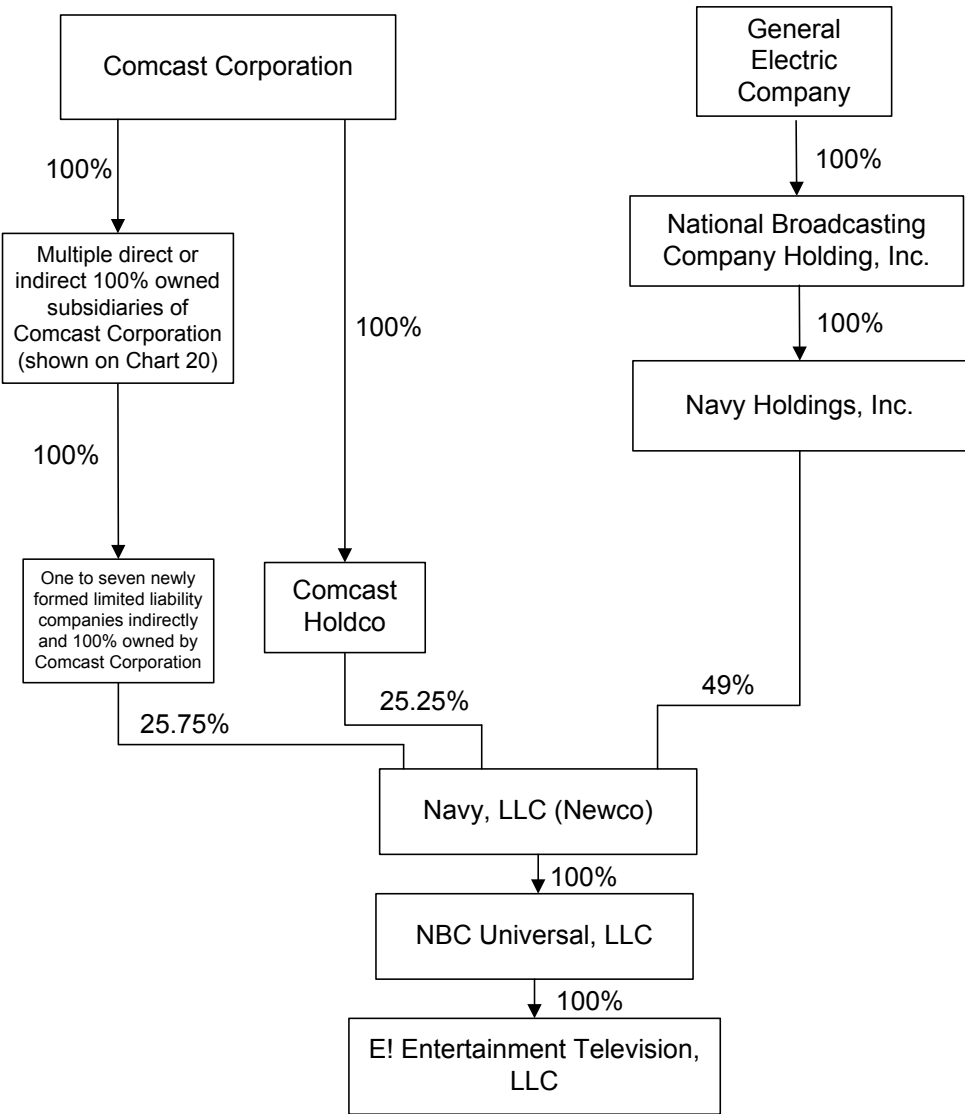


CHART 12

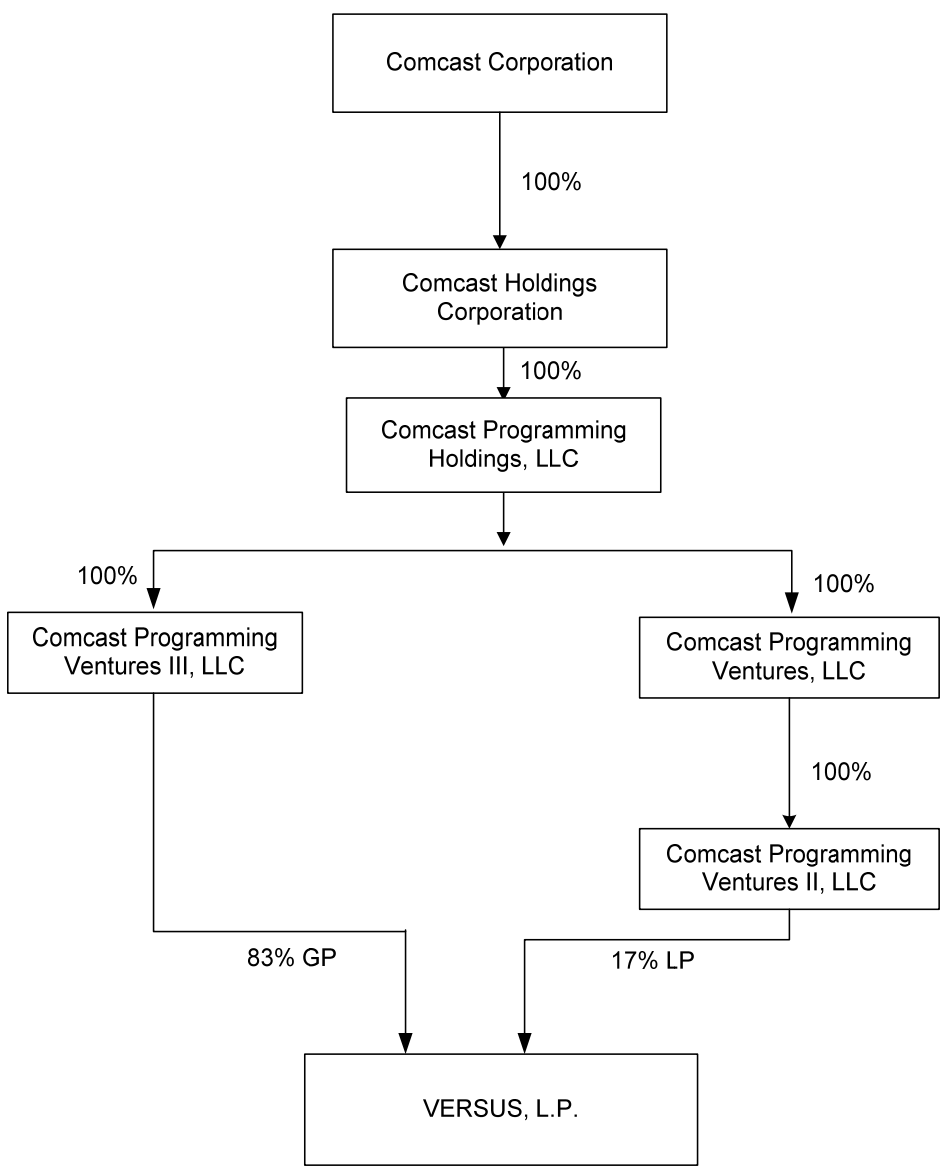
**E! Entertainment Television, Inc.**  
**After Restructure**



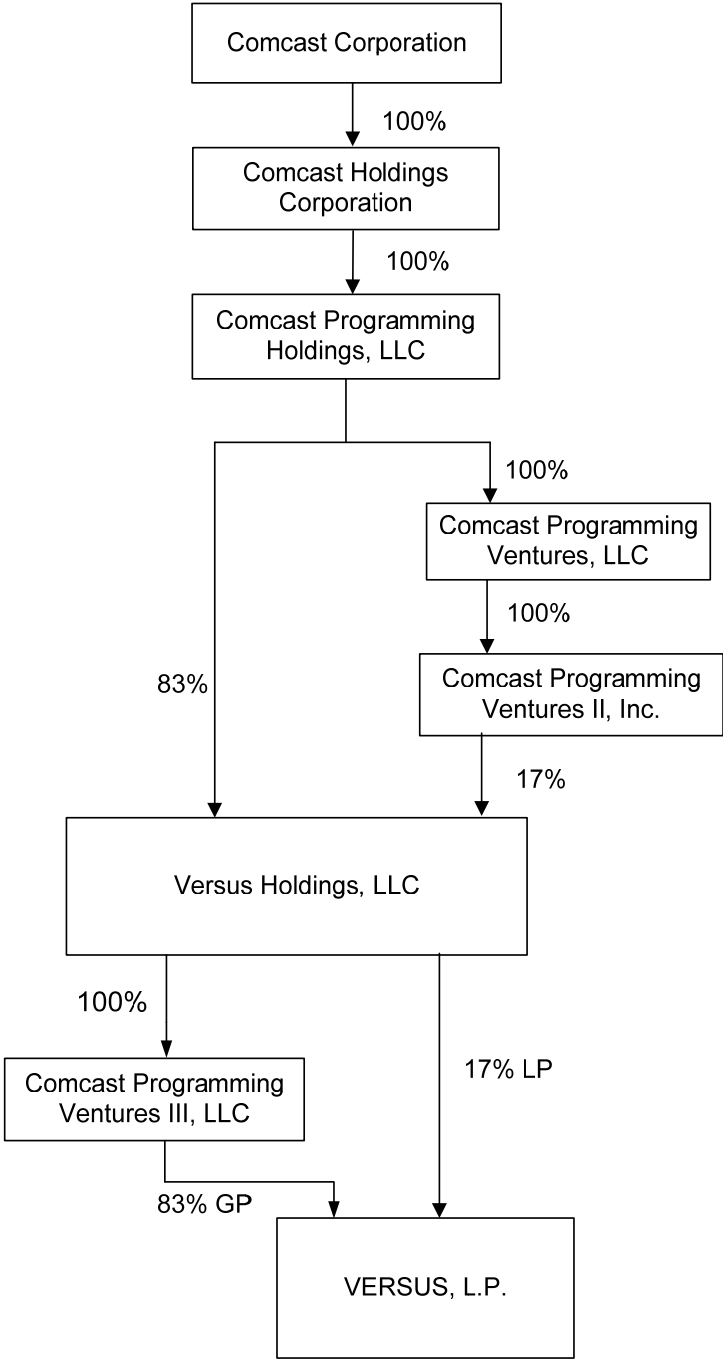
**E! Entertainment Television, Inc.**  
**After Transaction**  
**(Simplified)**



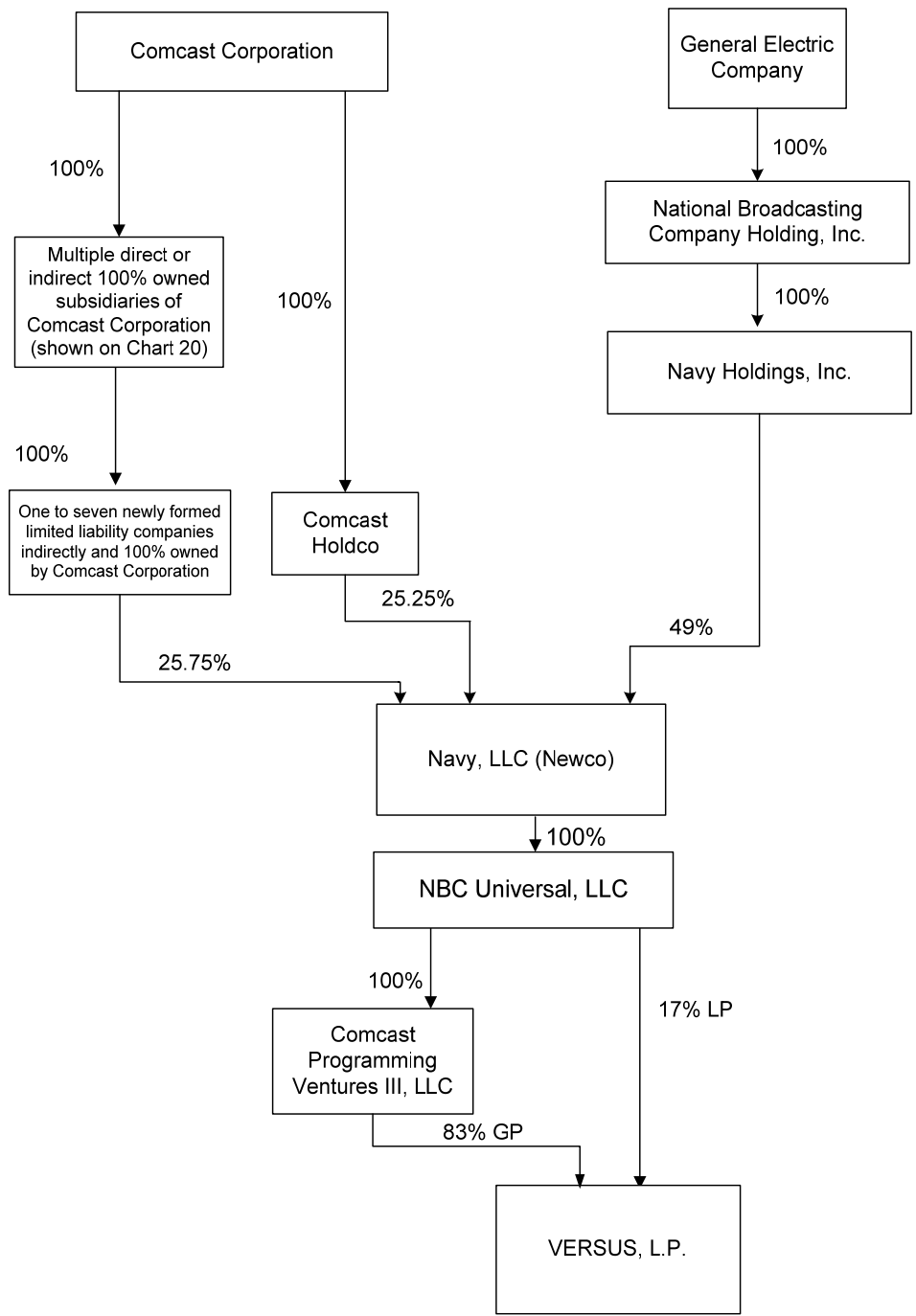
**Versus L.P.**  
**Before Restructure**



**Versus L.P.**  
**After Restructure**

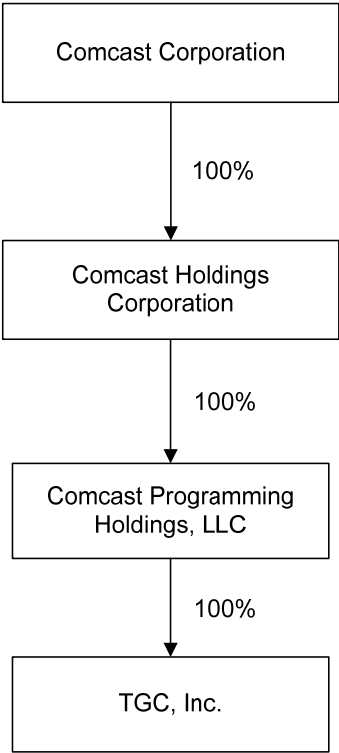


**Versus L.P.  
After Transaction  
(Simplified)**





**TGC, Inc.**  
**Before Restructure**



**TGC, Inc.**  
**After Restructure**

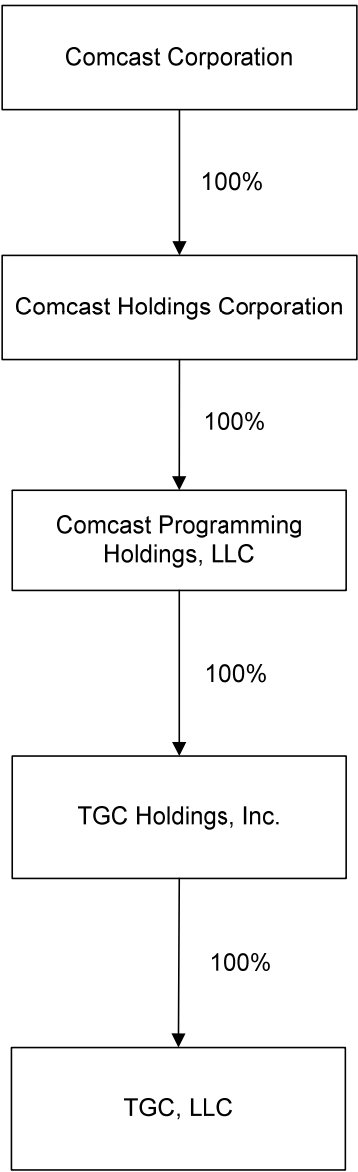
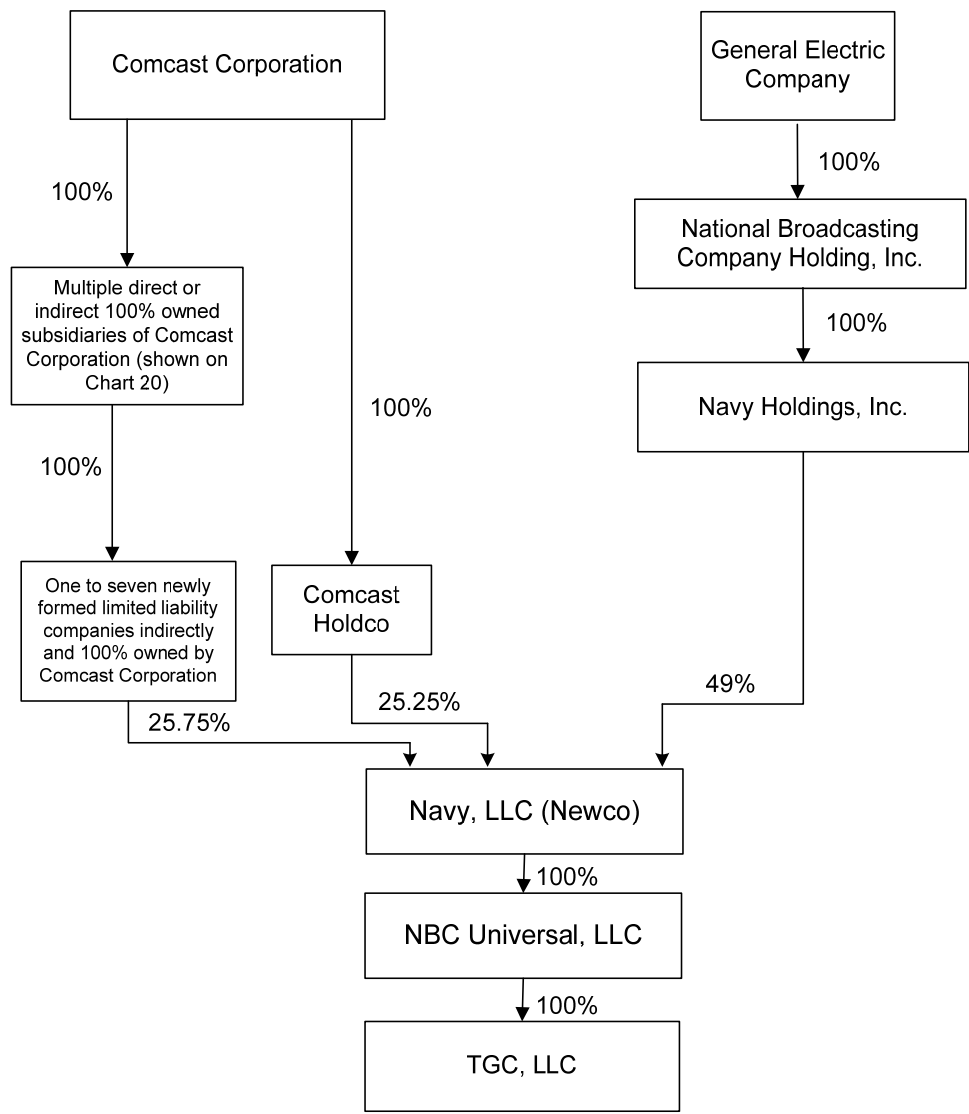


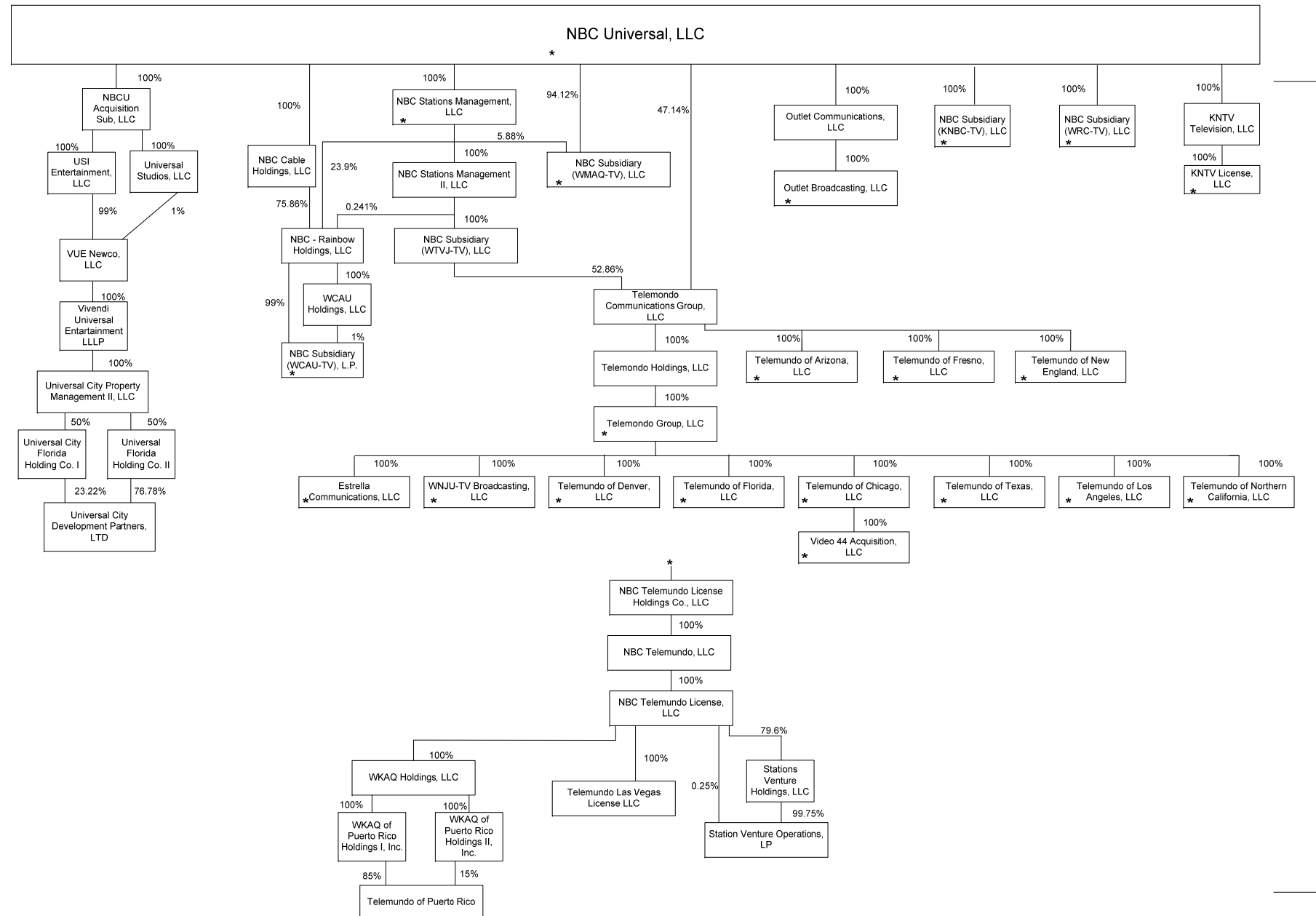
CHART 19

**TGC, Inc.**  
**After Transaction**  
**(Simplified)**





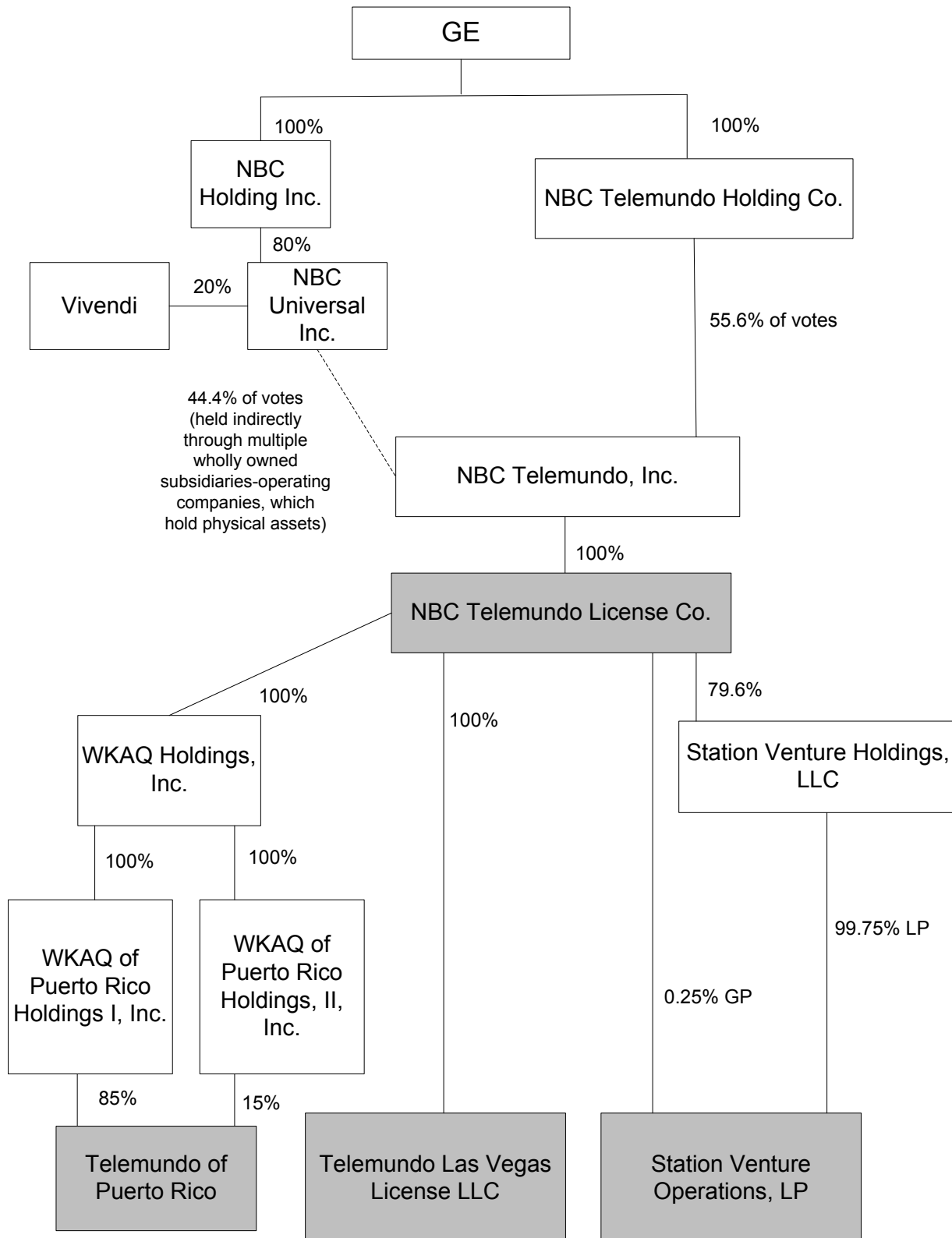
## Post-Transaction Structure, Continued



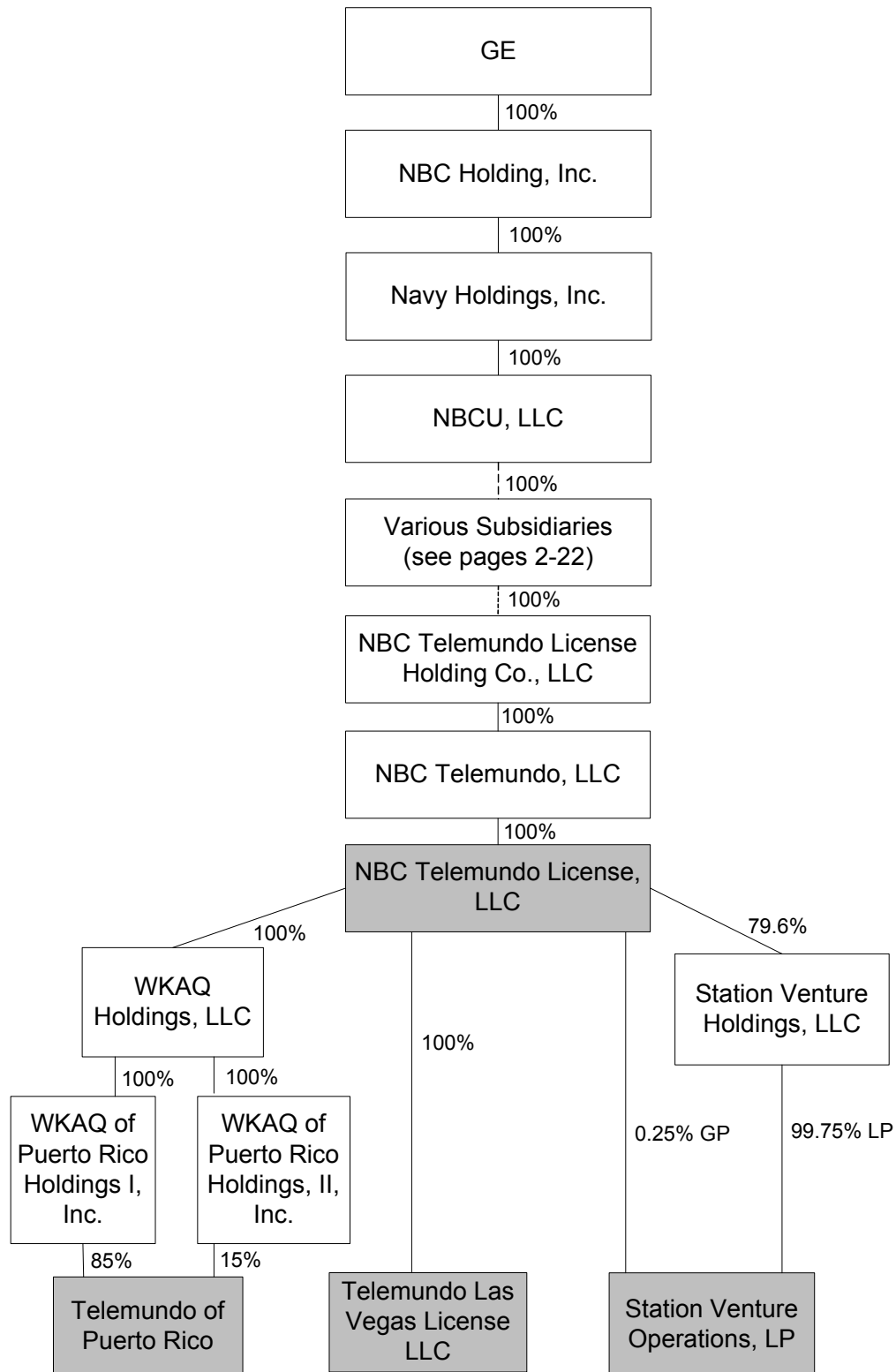
### Structure of NBCU Licensees Contributed to Newco

\*Entities marked with an asterisk are direct owners of NBC Telemundo License Holding Co., LLC. In the aggregate these entities own 100% of NBC Telemundo License Co., LLC.

**Chart A**  
**Diagram of Current GE Broadcast Station Licensee Ownership**



**Chart B**  
**Streamlined Diagram of NBCU Ownership Structure**  
**After NBCU Internal Restructurings**



B-1

### Chart B





Chart B  
NBCU Ownership Structure  
Ownership of NBC Subsidiary (KNBC-TV), LLC

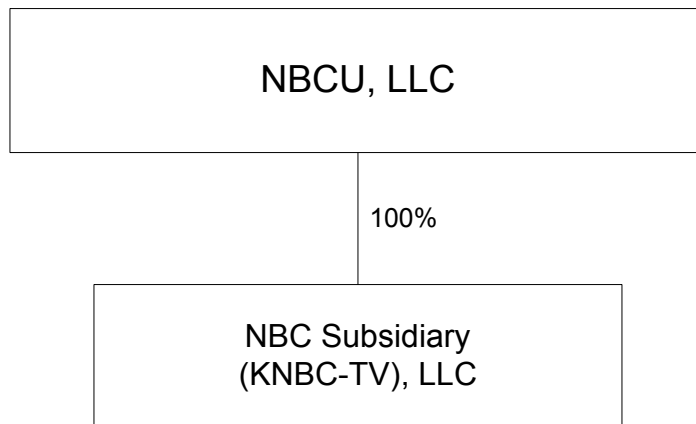


Chart B  
NBCU Ownership Structure  
Ownership of NBC Subsidiary (WMAQ-TV), LLC

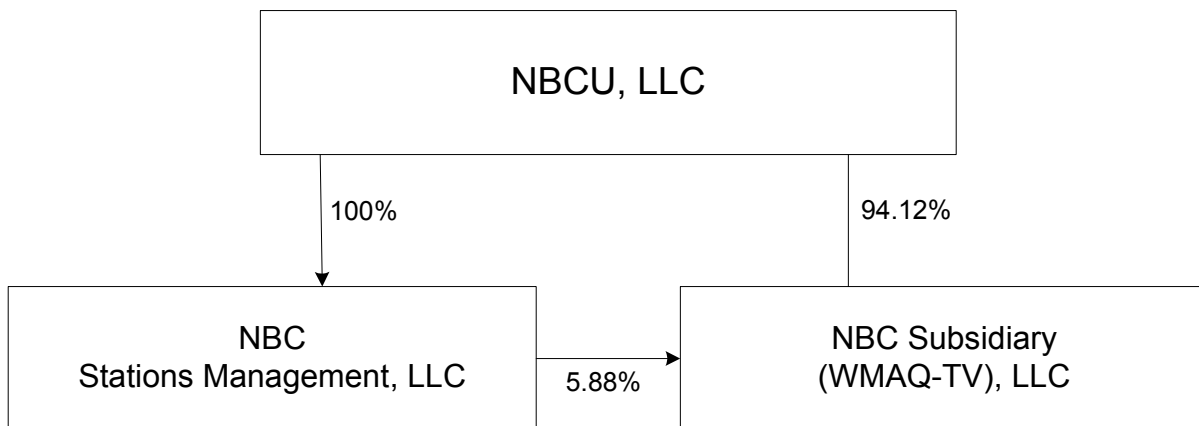


Chart B

NBCU Ownership Structure

Ownership of NBC Subsidiary (WRC-TV), LLC

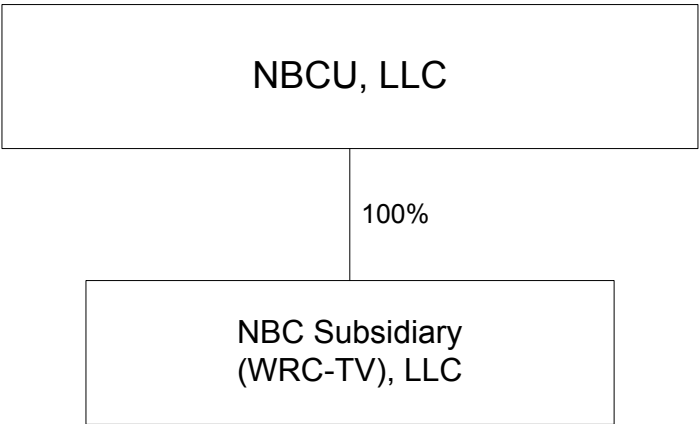
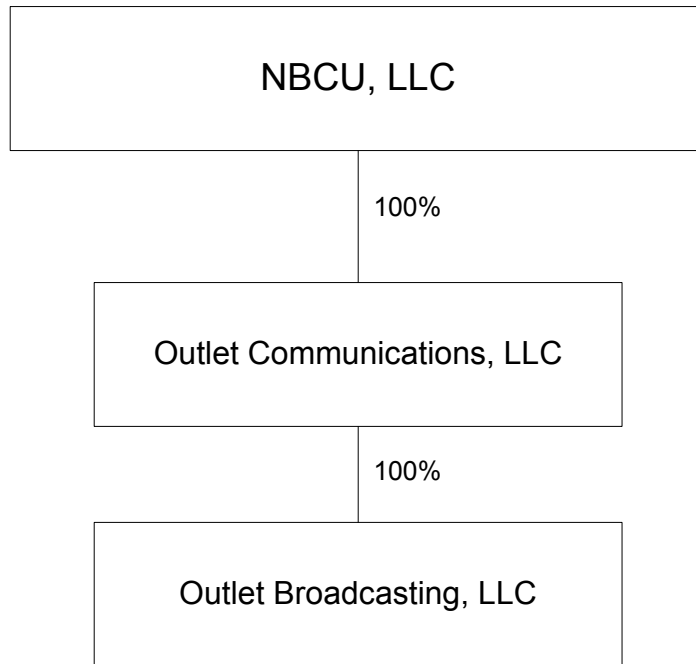


Chart B  
NBCU Ownership Structure  
Ownership of Outlet Broadcasting, LLC



# Chart B NBCU Ownership Structure Ownership of NBC Subsidiary (WCAU-TV), L.P.

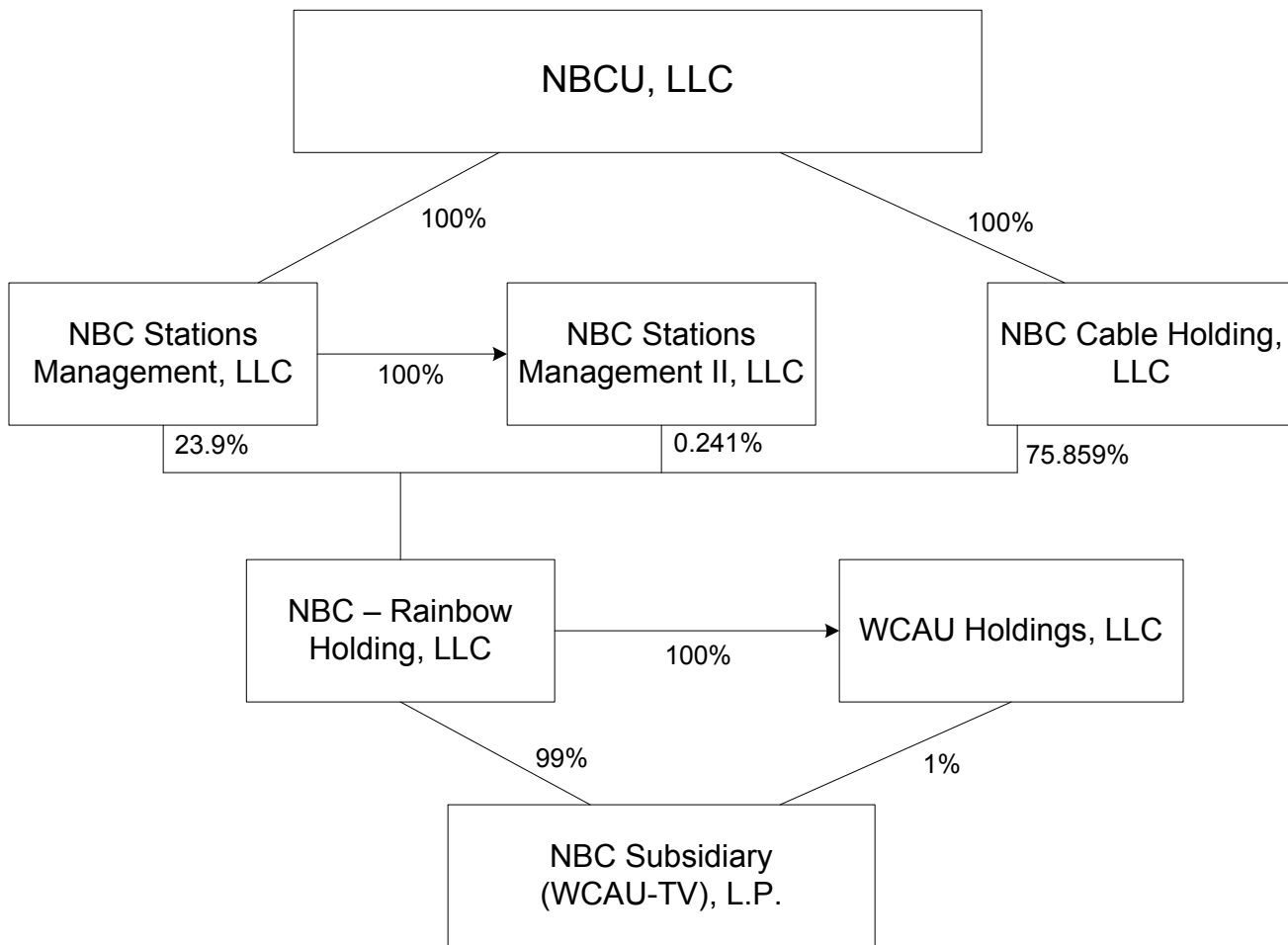


Chart B  
NBCU Ownership Structure  
Ownership of Stations Management, LLC

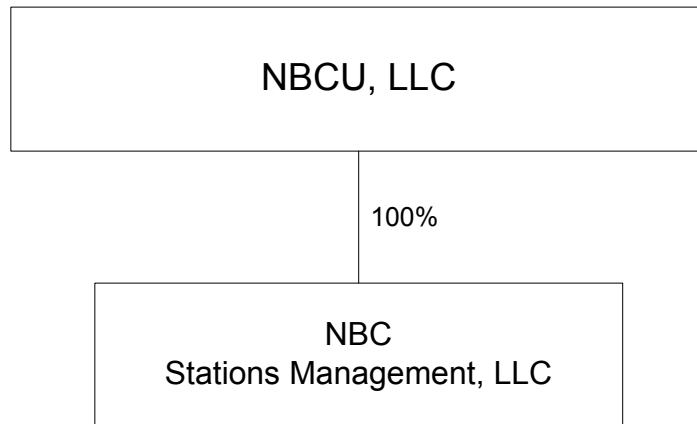
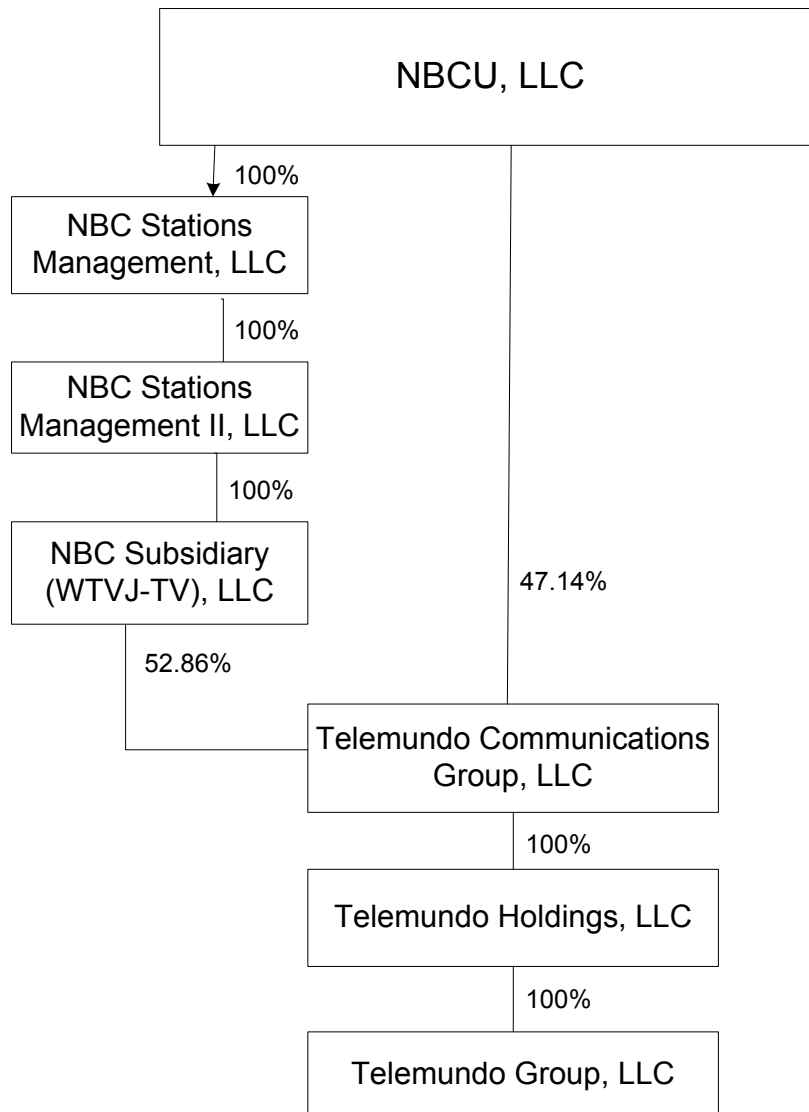
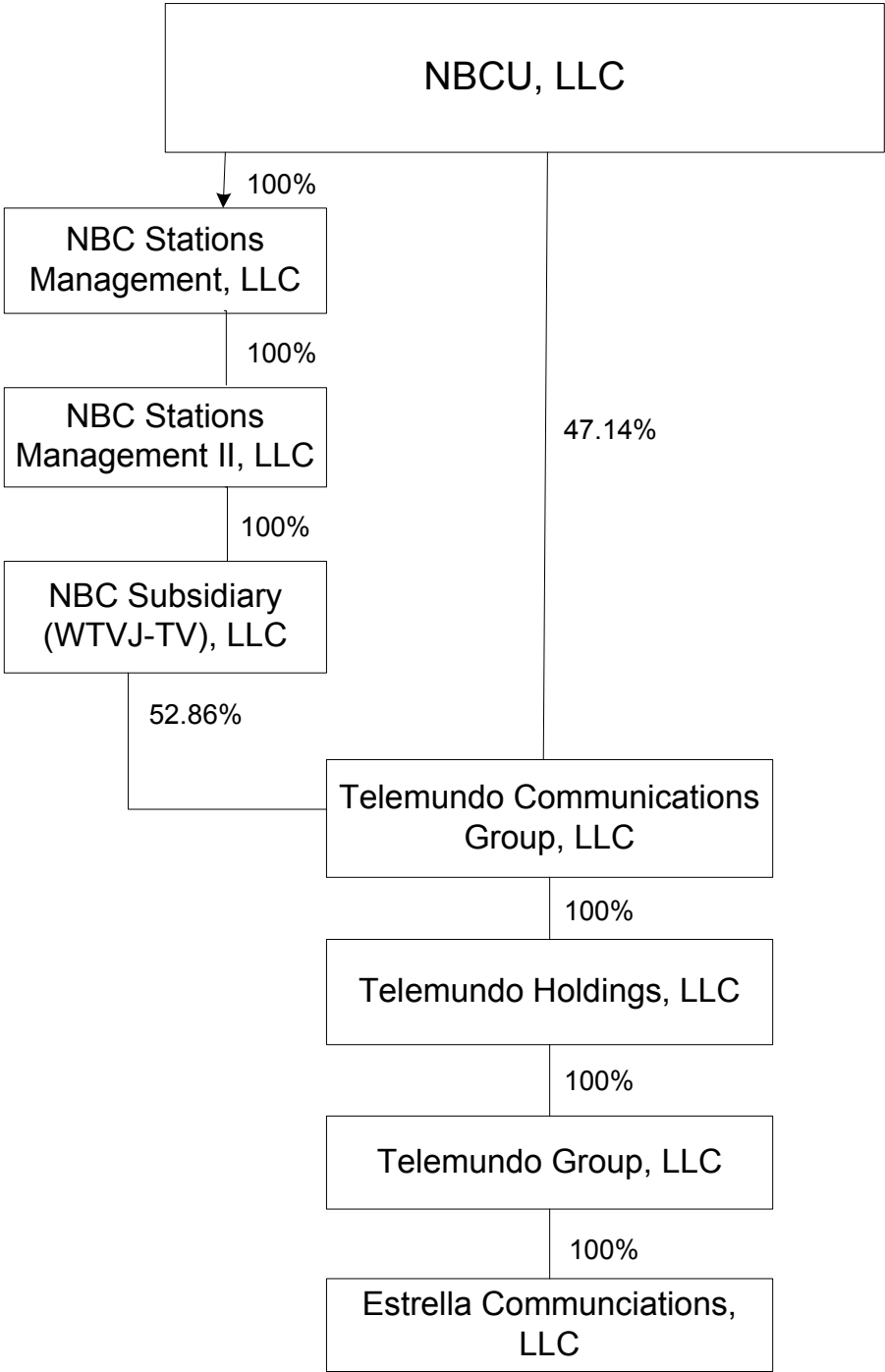


Chart B  
NBCU Ownership Structure  
Ownership of Telemundo Group, LLC



# Chart B NBCU Ownership Structure Ownership of Estrella Communications, LLC

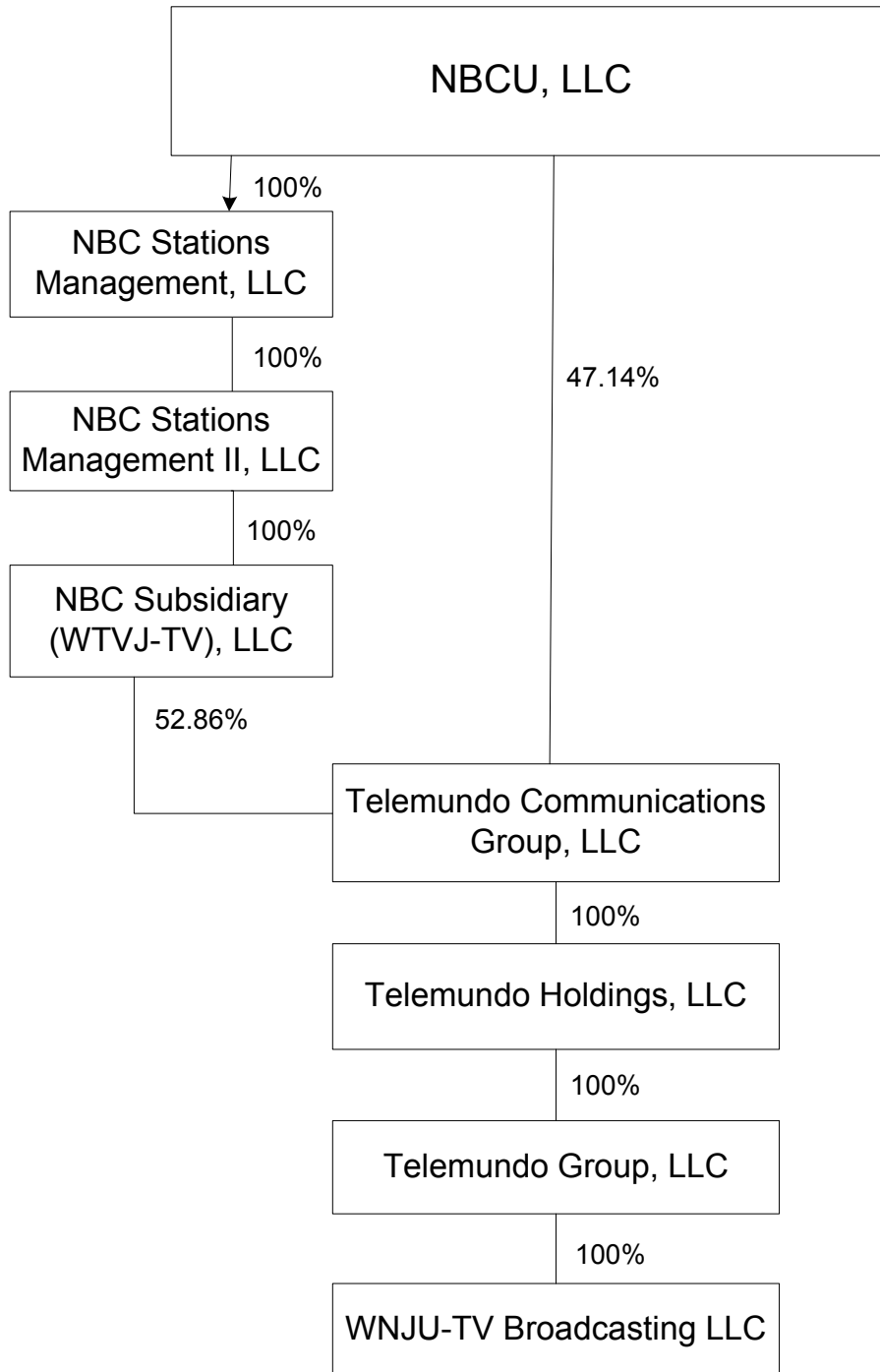




# Chart B

## NBCU Ownership Structure

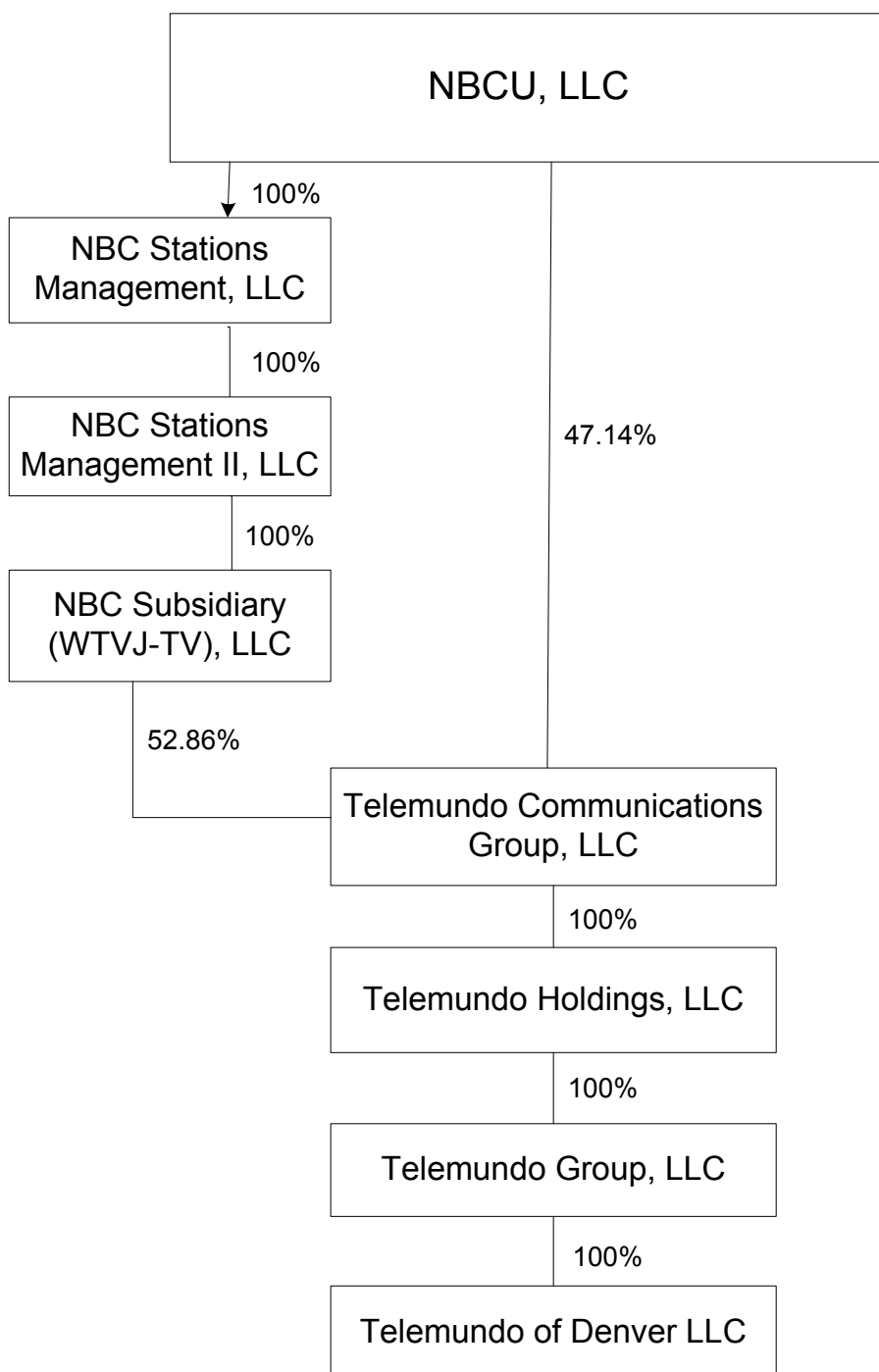
### Ownership of WNJU-TV Broadcasting LLC



# Chart B

## NBCU Ownership Structure

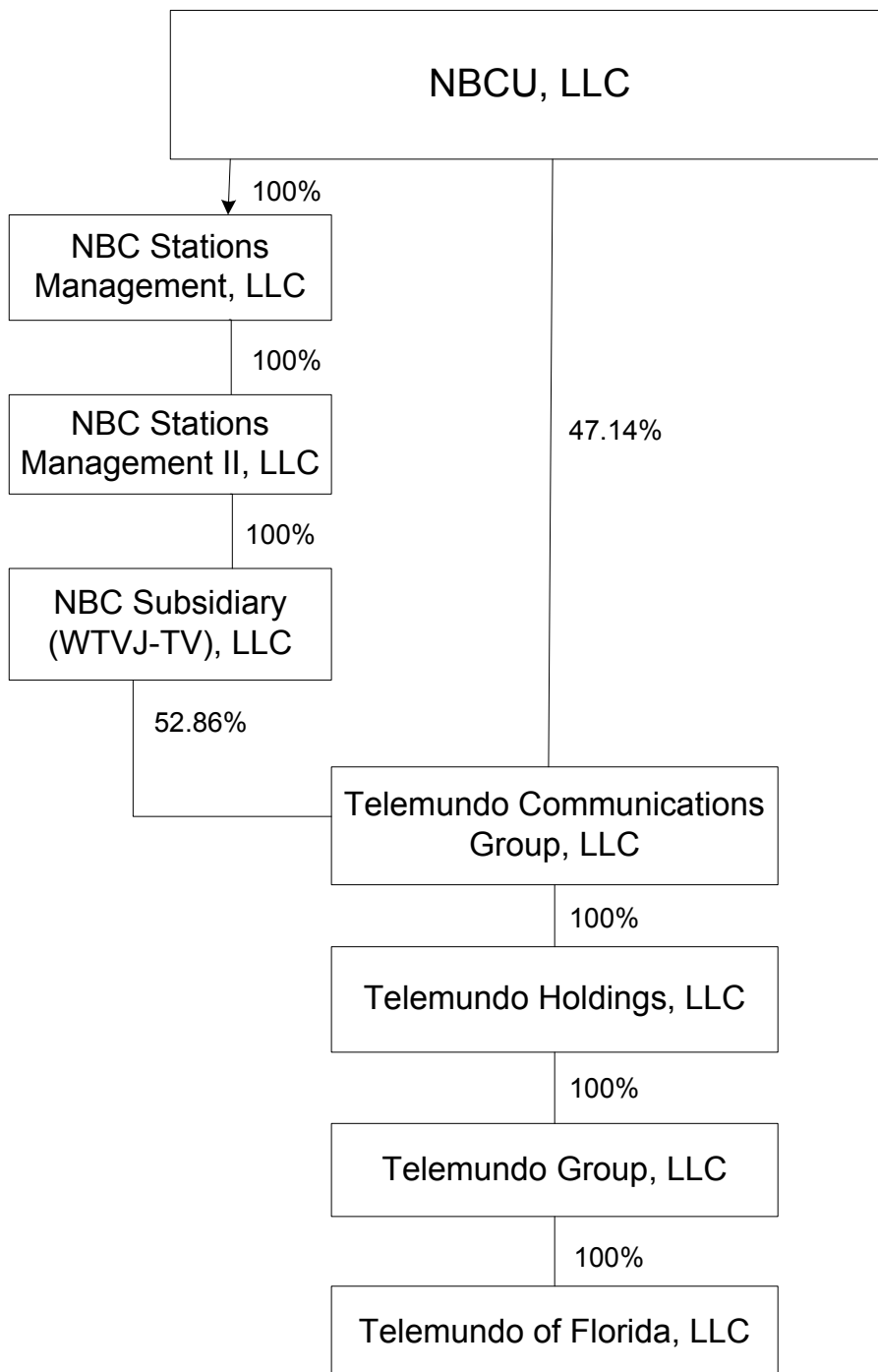
### Ownership of Telemundo of Denver LLC



# Chart B

## NBCU Ownership Structure

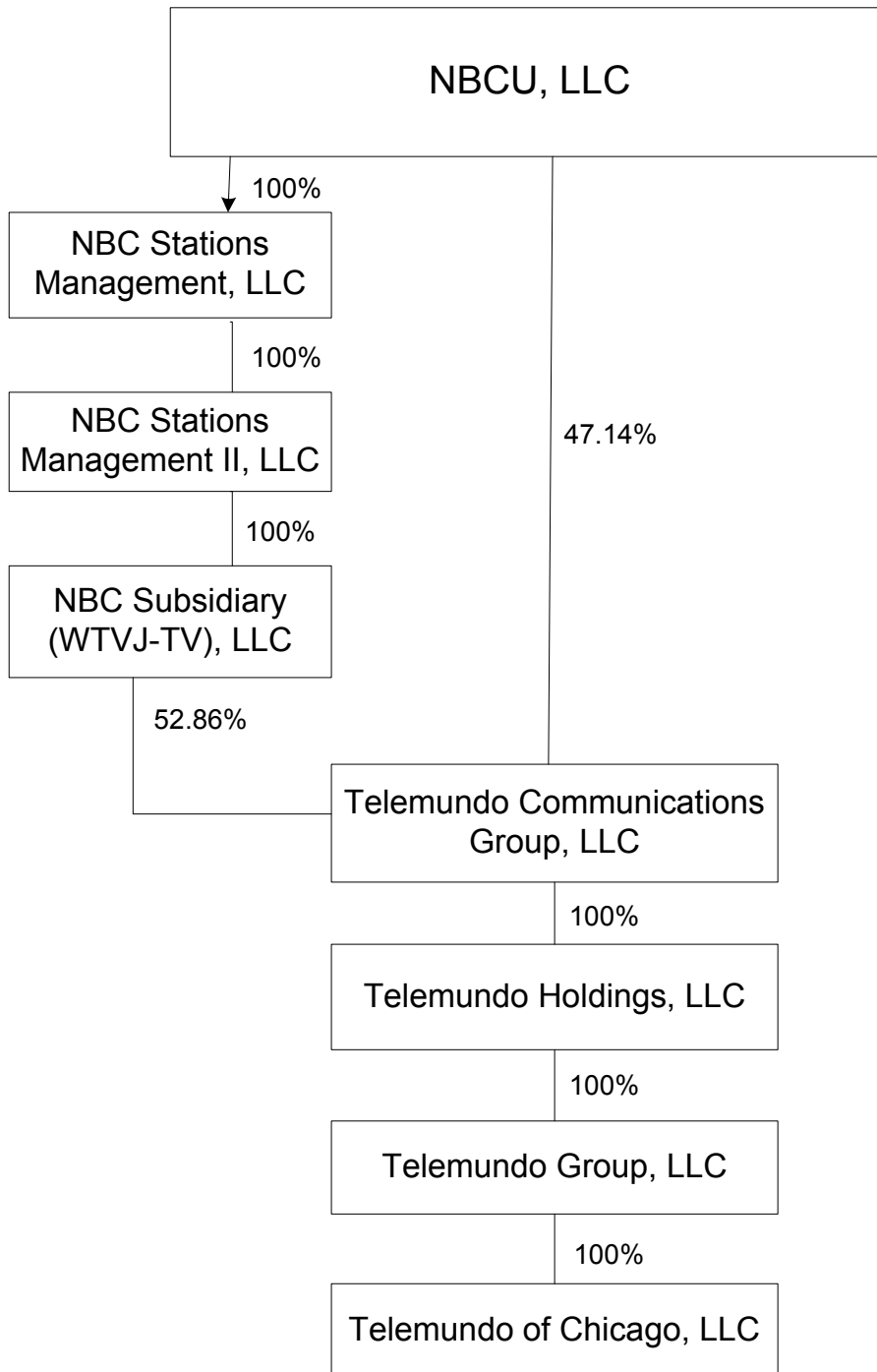
### Ownership of Telemundo of Florida, LLC



# Chart B

## NBCU Ownership Structure

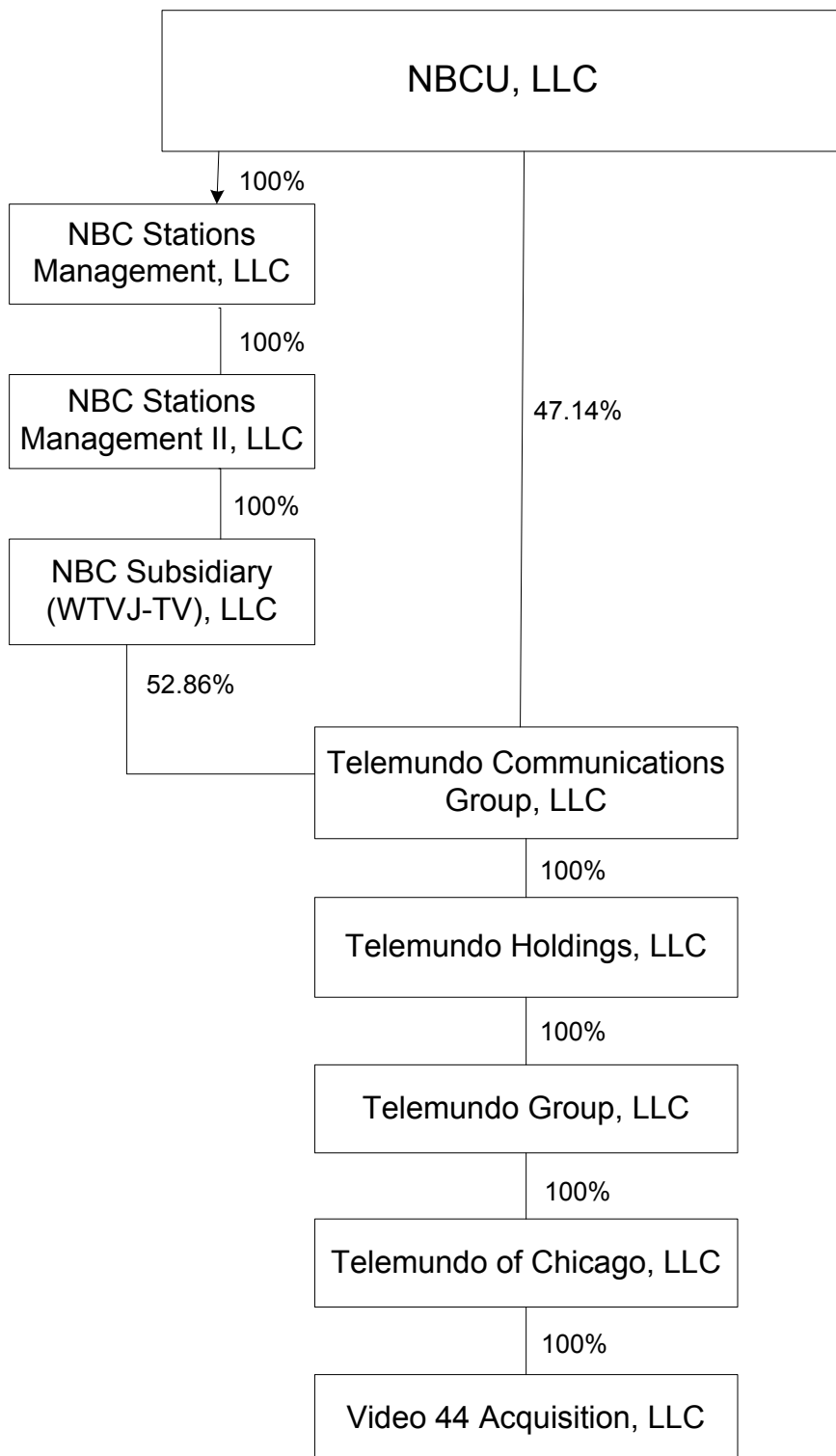
### Ownership of Telemundo of Chicago, LLC



# Chart B

## NBCU Ownership Structure

### Ownership of Video 44 Acquisition, LLC



# Chart B

## NBCU Ownership Structure

### Ownership of Telemundo of Texas, LLC

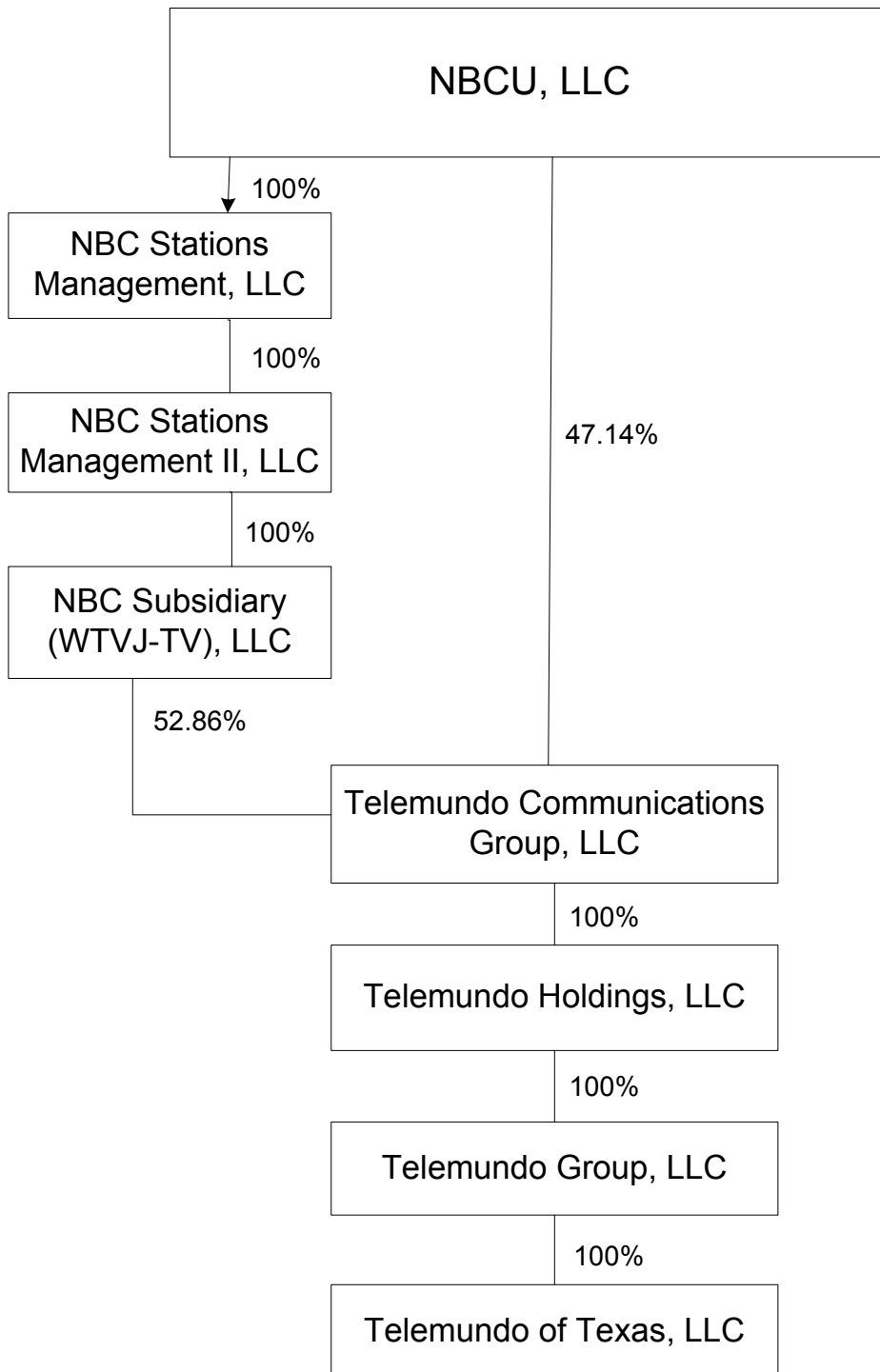
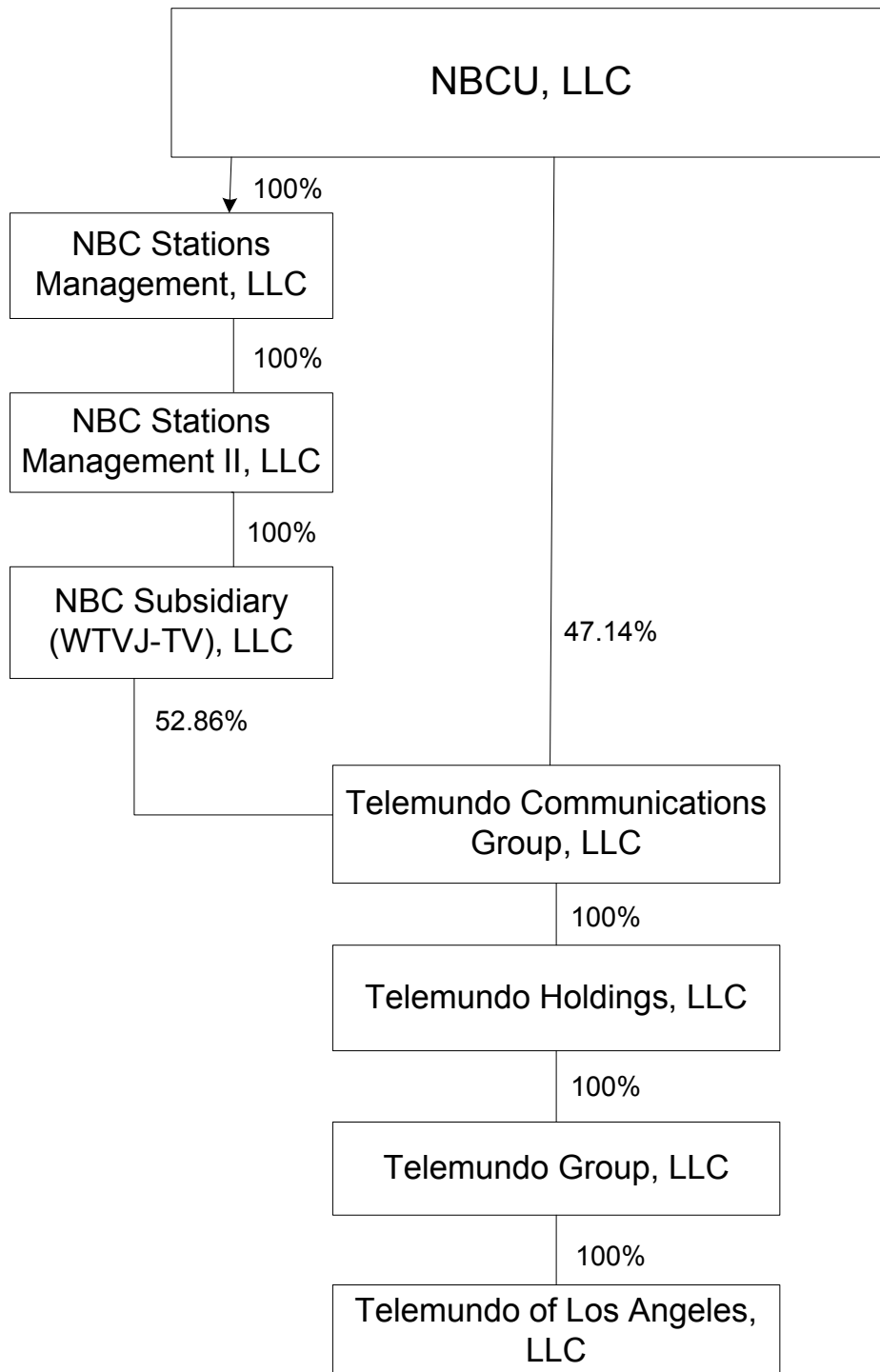


Chart B  
NBCU Ownership Structure  
Ownership of Telemundo of Los Angeles, LLC



**Chart B**  
**NBCU Ownership Structure**  
**Ownership of Telemundo of Northern California, LLC**

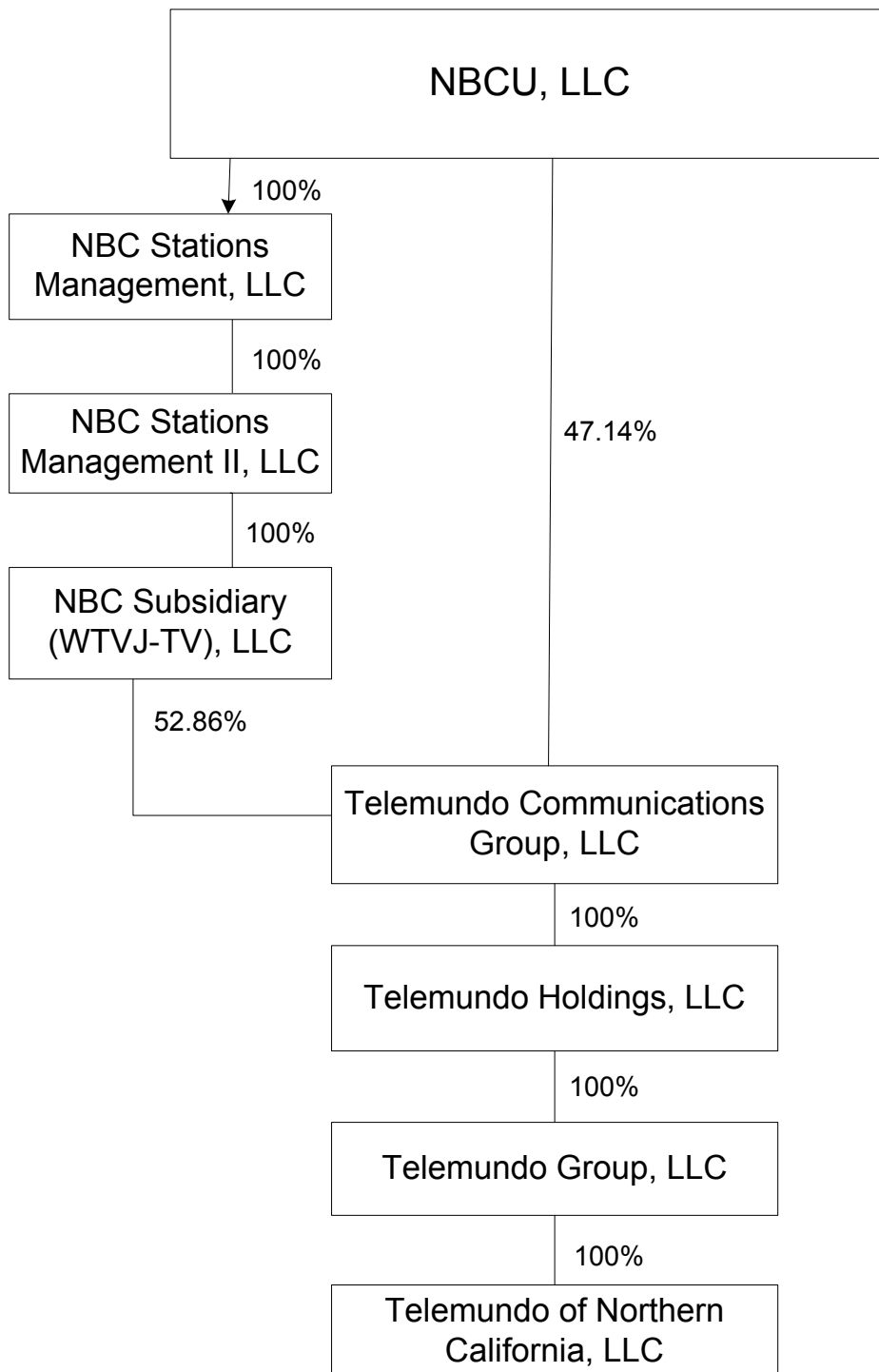
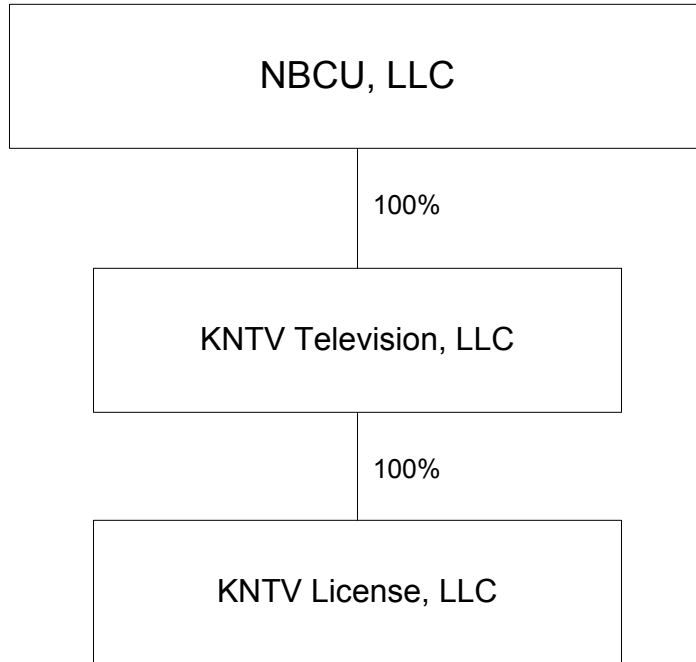




Chart B  
NBCU Ownership Structure  
Ownership of KNTV License, LLC



**Chart B**  
**NBCU Ownership Structure**  
**Ownership of Telemundo of Arizona, LLC**

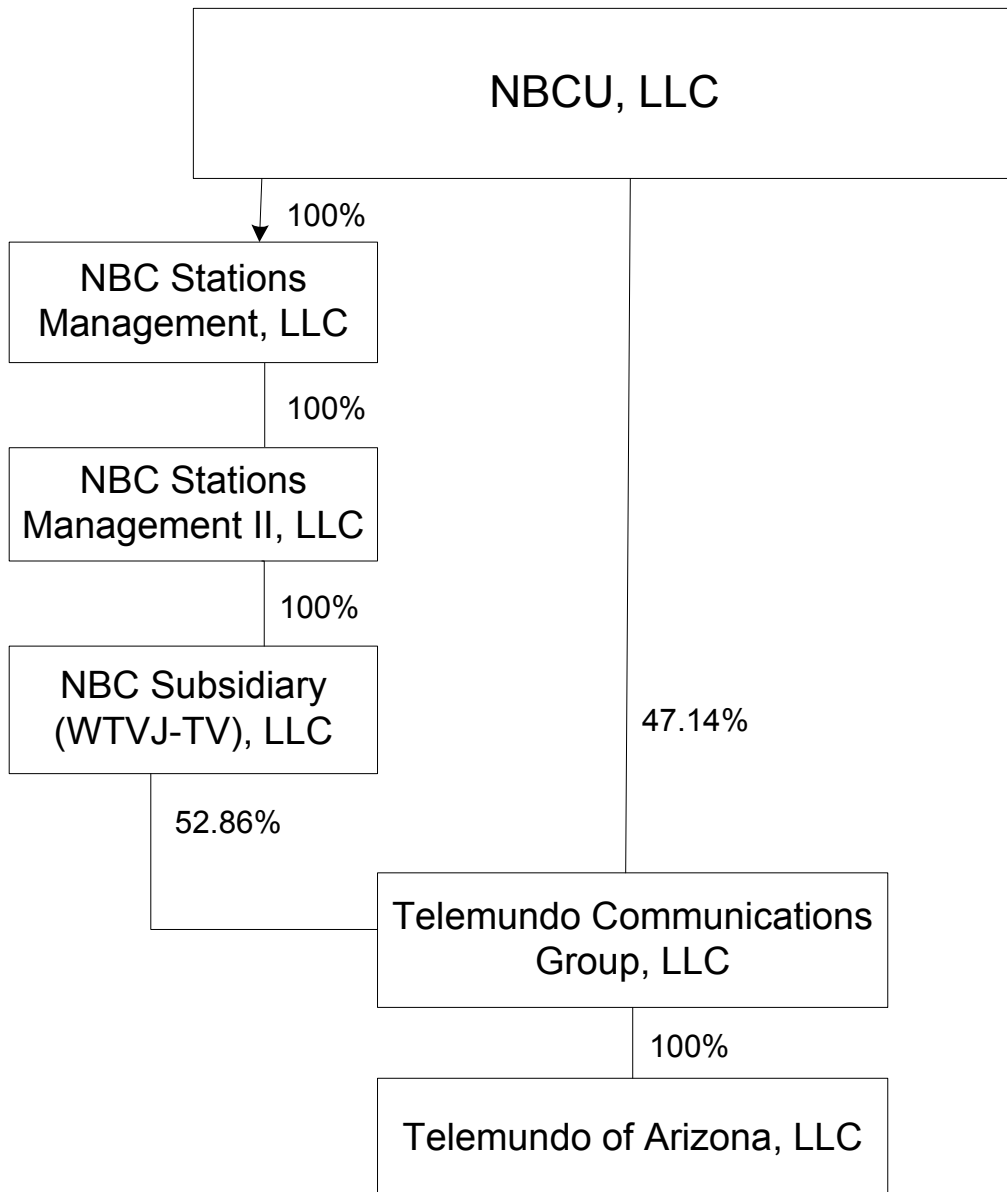
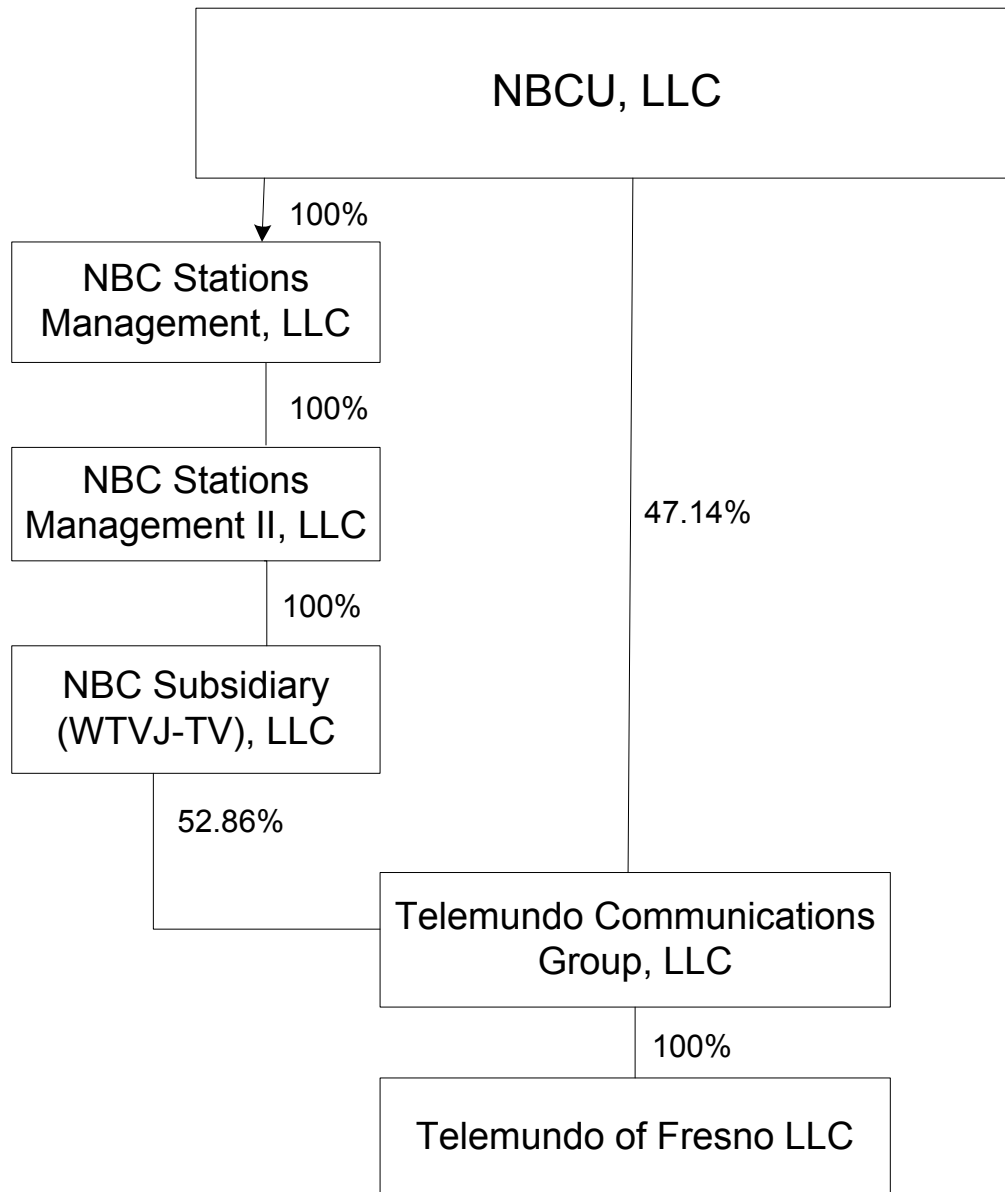


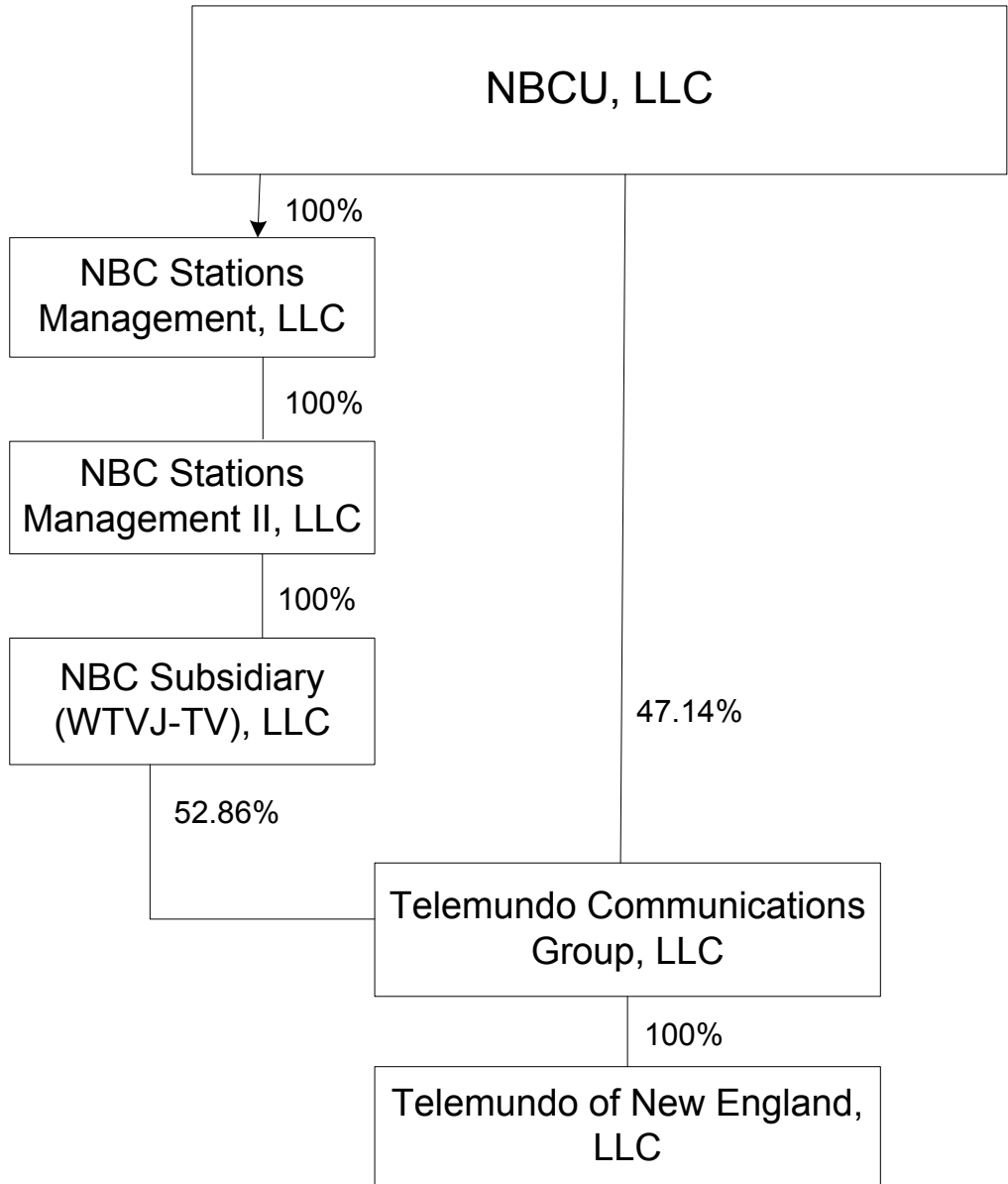
Chart B

NBCU Ownership Structure

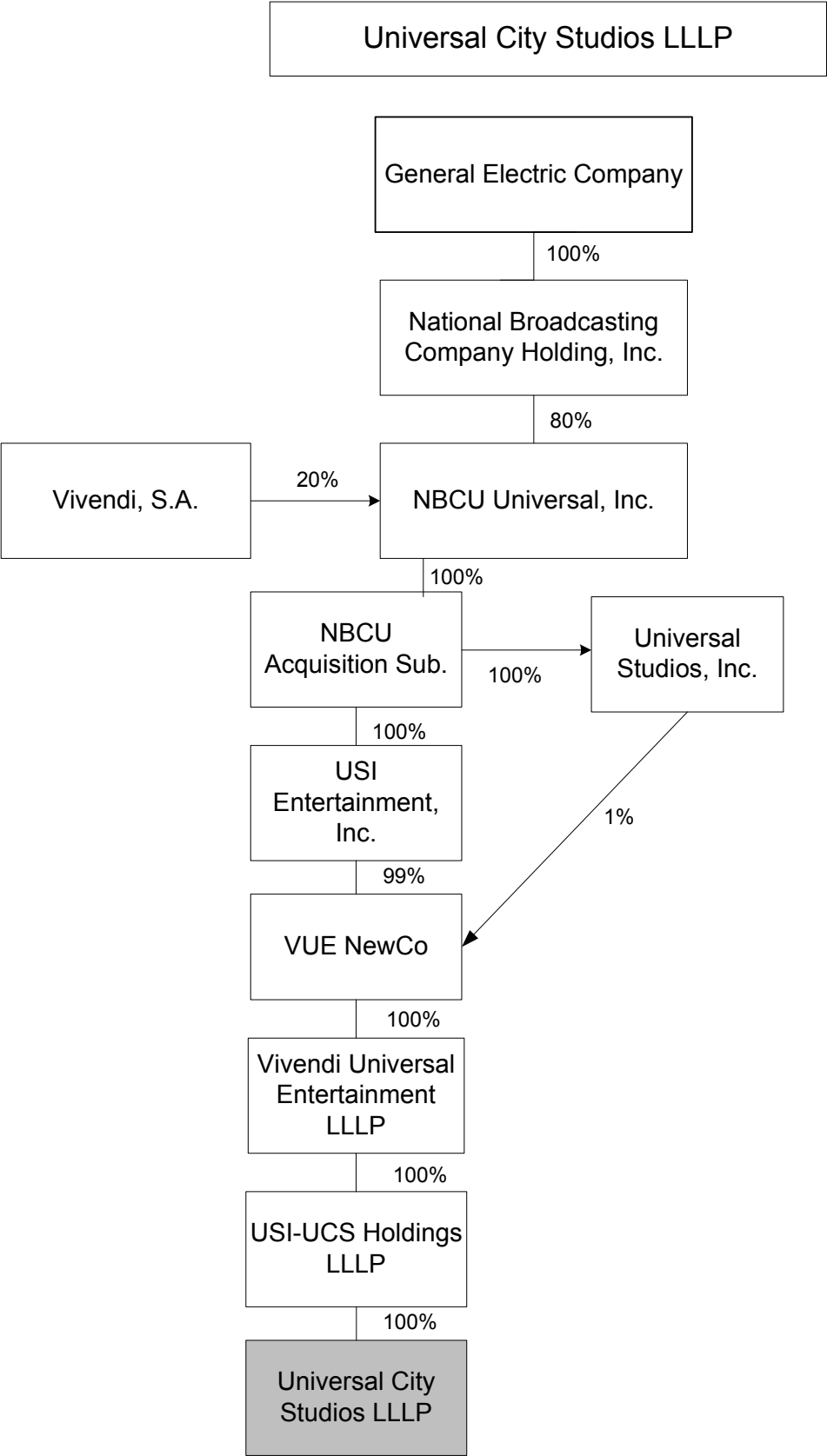
Ownership of Telemundo of Fresno LLC



**Chart B**  
**NBCU Ownership Structure**  
**Ownership of Telemundo of New England, LLC**



# Chart C (Before Restructure)



# Chart D (After Restructure)

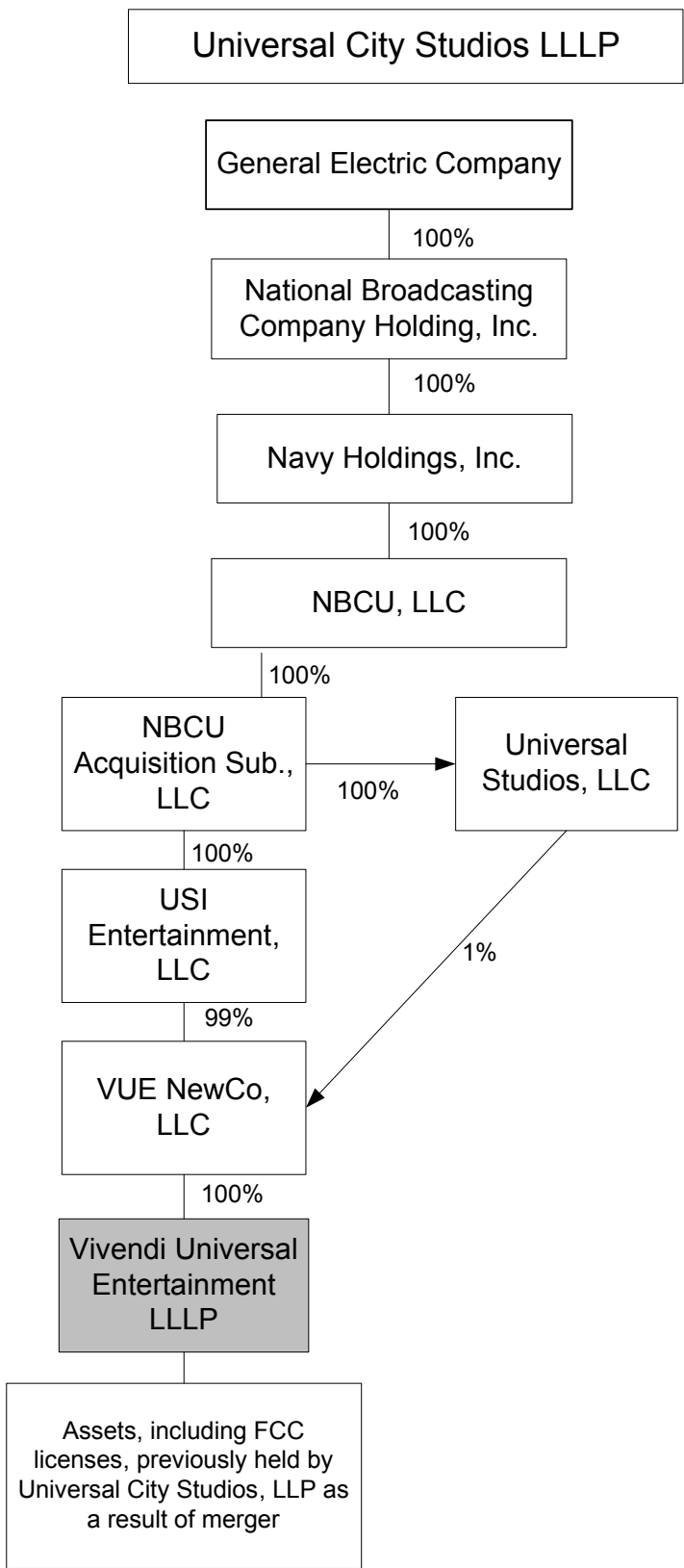
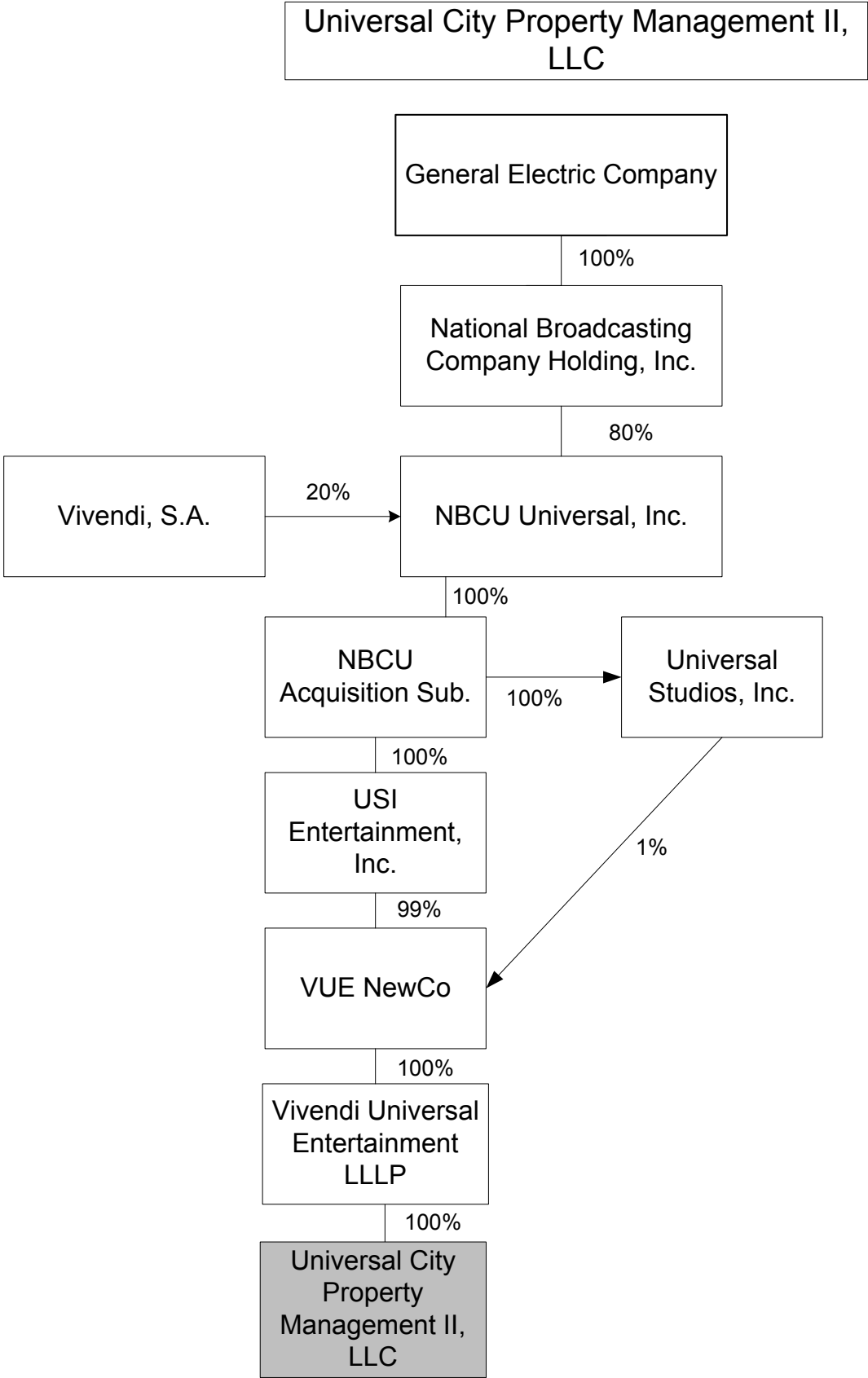
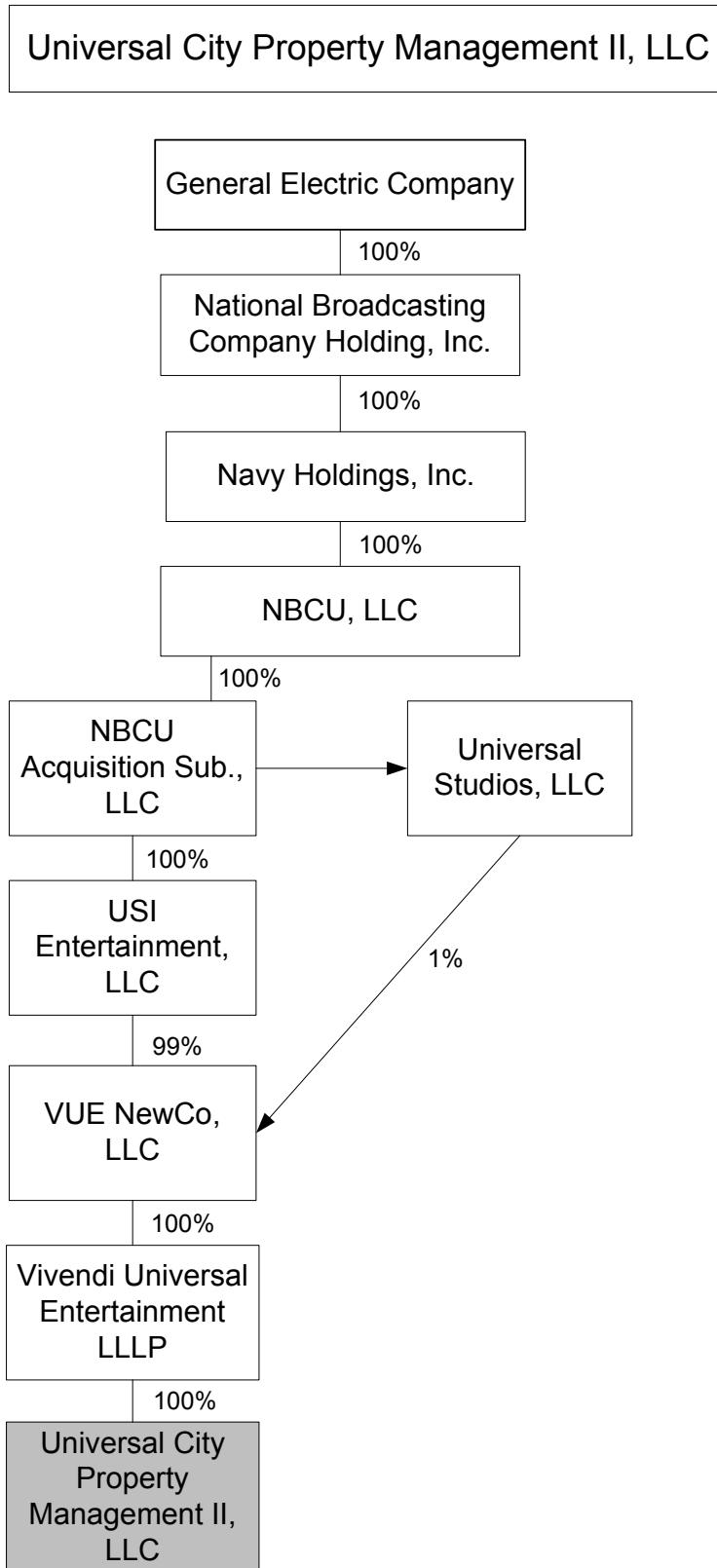


Chart E  
(Before Restructure)

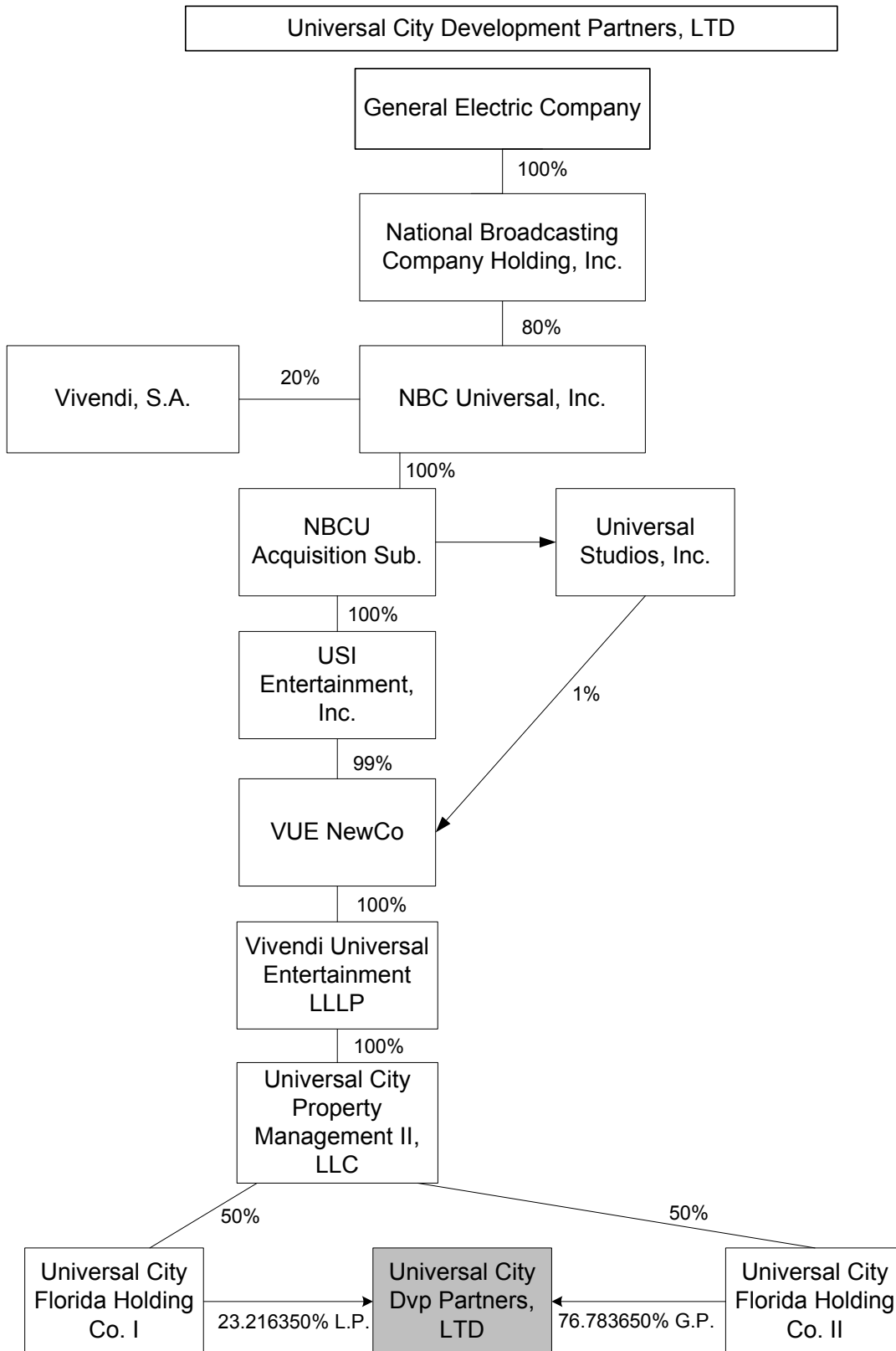


## Chart F (After Restructure)





# Chart G (Before Restructure)



# Chart H (After Restructure)

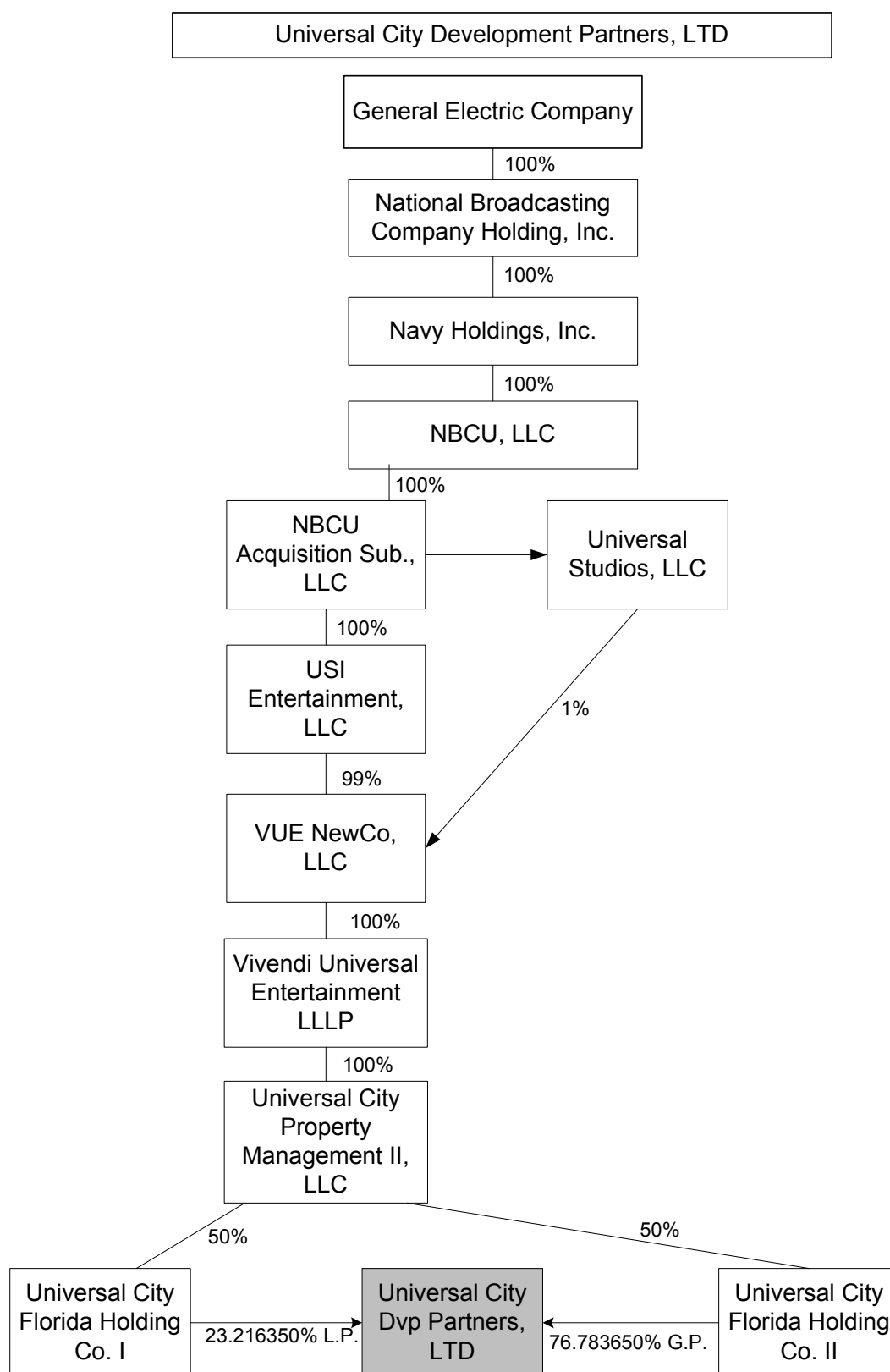


Chart I  
(Before GE Restructuring  
Above NBCU)

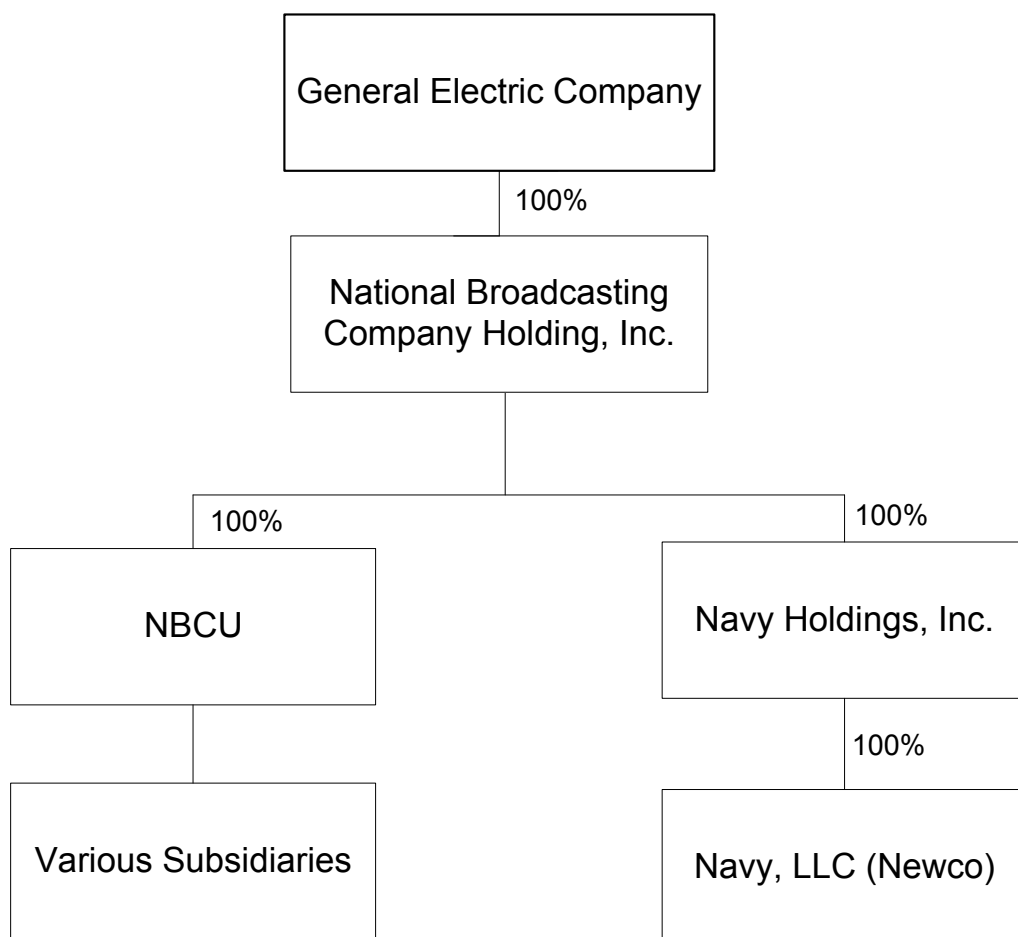
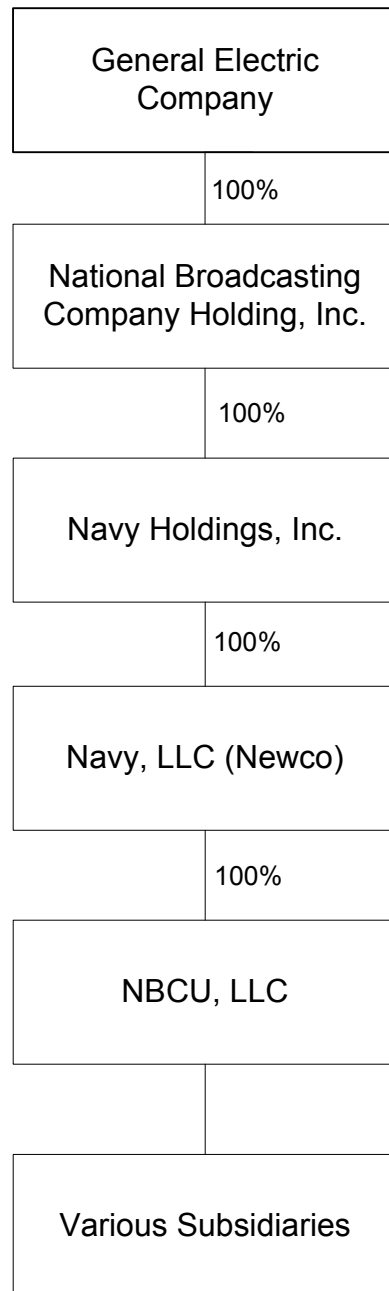


Chart J  
(After Internal GE Restructurings  
But Prior to Comcast Contributions)



## **APPENDIX 3**

**EXECUTION COPY**

---

MASTER AGREEMENT

dated as of December 3, 2009

among

GENERAL ELECTRIC COMPANY,

NBC UNIVERSAL, INC.,

COMCAST CORPORATION

and

NAVY, LLC

---

## TABLE OF CONTENTS

### PAGE

#### ARTICLE 1 DEFINITIONS

Section 1.01. <i>Certain Defined Terms</i> .....	2
--	---

#### ARTICLE 2 CONTRIBUTIONS AND SALE; CLOSING

Section 2.01. <i>Pre-Closing Transactions</i> .....	3
Section 2.02. <i>Contribution of the NBCU Shares and the NBCU Businesses</i> .....	3
Section 2.03. <i>Contribution of the Contributed Comcast Businesses</i> .....	8
Section 2.04. <i>Sale of Newco Membership Interests</i> .....	14
Section 2.05. <i>Assignment of Certain Contributed Assets</i> .....	14
Section 2.06. <i>Closing; NBCU Dividend; Other Distribution.</i> .....	15
Section 2.07. <i>NBCU Conversion</i> .....	17
Section 2.08. <i>Closing Actions</i> .....	17
Section 2.09. <i>Beneficial Ownership in Newco by Comcast and GE.</i> .....	19
Section 2.10. <i>Closing Statement</i> .....	19
Section 2.11. <i>Adjustments</i> .....	21

#### ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF NBCU

Section 3.01. <i>Incorporation, Qualification and Authority</i> .....	22
Section 3.02. <i>Incorporation and Qualification of the NBCU Entities</i> .....	22
Section 3.03. <i>Capital Structure of NBCU, the NBCU Entities and Other Equity Interests.</i> .....	23
Section 3.04. <i>No Conflict</i> .....	24
Section 3.05. <i>Consents and Approvals</i> .....	24
Section 3.06. <i>Financial Information; Accounting Controls; Absence of Undisclosed Liabilities.</i> .....	25
Section 3.07. <i>Absence of Certain Changes or Events</i> .....	26
Section 3.08. <i>Absence of Litigation</i> .....	26
Section 3.09. <i>Compliance with Laws</i> .....	26
Section 3.10. <i>Governmental Licenses and Permits.</i> .....	27
Section 3.11. <i>Sufficiency of the NBCU Assets; Liens</i> .....	28
Section 3.12. <i>Intellectual Property</i> .....	29
Section 3.13. <i>Environmental and Health and Safety Matters</i> .....	31
Section 3.14. <i>Significant NBCU Contracts</i> .....	33
Section 3.15. <i>Employment and Employee Benefits Matters</i> .....	36
Section 3.16. <i>NBCU Real Property</i> .....	40
Section 3.17. <i>Insurance</i> .....	41

Section 3.18. <i>Related Party Transactions</i> .....	41
Section 3.19. <i>Library Rights</i> .....	42
Section 3.20. <i>Distribution</i> .....	42
Section 3.21. <i>No Debt as of Closing</i> .....	43
Section 3.22. <i>Comcast/NBCU Sale</i> .....	43
Section 3.23. <i>NBCU Financing</i> .....	43
Section 3.24. <i>No Other Representations or Warranties</i> .....	44

#### ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF GE

Section 4.01. <i>Incorporation, Qualification and Authority</i> .....	45
Section 4.02. <i>No Conflict</i> .....	46
Section 4.03. <i>Consents and Approvals</i> .....	47
Section 4.04. <i>Brokers</i> .....	47
Section 4.05. <i>Securities Matters</i> .....	47
Section 4.06. <i>Newco</i> .....	48

#### ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF COMCAST

Section 5.01. <i>Incorporation, Qualification and Authority</i> .....	49
Section 5.02. <i>Incorporation and Qualification of the Contributed Comcast Subsidiaries</i> .....	50
Section 5.03. <i>Capital Structure of the Contributed Comcast Subsidiaries and Other Equity Interests</i> .....	50
Section 5.04. <i>No Conflict</i> .....	51
Section 5.05. <i>Consents and Approvals</i> .....	52
Section 5.06. <i>Financial Information; Accounting Controls; Absence of Undisclosed Liabilities</i> .....	52
Section 5.07. <i>SEC Reports</i> .....	53
Section 5.08. <i>Absence of Certain Changes or Events</i> .....	54
Section 5.09. <i>Absence of Litigation</i> .....	54
Section 5.10. <i>Compliance with Laws</i> .....	54
Section 5.11. <i>Governmental Licenses and Permits</i> .....	54
Section 5.12. <i>Sufficiency of the Comcast Assets; Liens</i> .....	56
Section 5.13. <i>Intellectual Property</i> .....	56
Section 5.14. <i>Environmental and Health and Safety Matters</i> .....	59
Section 5.15. <i>Significant Comcast Contracts</i> .....	60
Section 5.16. <i>Employment and Employee Benefits Matters</i> .....	64
Section 5.17. <i>Comcast Real Property</i> .....	68
Section 5.18. <i>Insurance</i> .....	69
Section 5.19. <i>Brokers</i> .....	69
Section 5.20. <i>Related Party Transactions</i> .....	69
Section 5.21. <i>Library Rights</i> .....	70



Section 5.22. <i>Distribution</i> .....	70
Section 5.23. <i>No Debt as of Closing</i> .....	71
Section 5.24. <i>Securities Matters</i> .....	71
Section 5.25. <i>Availability of Funds; Ability to Close</i> .....	71
Section 5.26. <i>No Other Representations or Warranties</i> .....	71

## ARTICLE 6

### ADDITIONAL AGREEMENTS

Section 6.01. <i>Conduct of Business Prior to the Closing</i> .....	72
Section 6.02. <i>Access to Information</i> .....	85
Section 6.03. <i>Retention of Books and Records</i> .....	85
Section 6.04. <i>Confidentiality</i> .....	86
Section 6.05. <i>Reasonable Best Efforts; Regulatory and Other Authorizations; Consents</i> .....	86
Section 6.06. <i>Insurance</i> .....	88
Section 6.07. <i>Letters of Credit; Other Obligations</i> .....	91
Section 6.08. <i>Rights to GE Name and GE Marks</i> .....	92
Section 6.09. <i>Rights to NBCU Trademarks</i> .....	93
Section 6.10. <i>Rights to Comcast Name and Comcast Marks</i> .....	94
Section 6.11. <i>Further Action Regarding Intellectual Property and Technology</i> .....	95
Section 6.12. <i>Ancillary Agreements</i> .....	95
Section 6.13. <i>Further Action</i> .....	96
Section 6.14. <i>Pre-Closing Restructurings</i> .....	98
Section 6.15. <i>Accounts Receivable</i> .....	98
Section 6.16. <i>Financing</i> .....	98
Section 6.17. <i>Future Transactions</i> .....	101
Section 6.18. <i>Indemnification and Insurance</i> .....	101
Section 6.19. <i>Real Property</i> .....	102
Section 6.20. <i>Related Party Transactions</i> .....	103
Section 6.21. <i>Post-Closing Services</i> .....	105
Section 6.22. <i>Relevant Transactions</i> .....	106
Section 6.23. <i>Organizational Documents</i> .....	107
Section 6.24. <i>Advertising</i> .....	107
Section 6.25. <i>Contributed Comcast Business 2008 EBITDA</i> .....	107
Section 6.26. <i>Certain Other Agreements</i> .....	108
Section 6.27. <i>Newco</i> .....	108
Section 6.28. <i>Certain Investments</i> .....	109
Section 6.29. <i>Certain Obligations</i> .....	109
Section 6.30. <i>Vivendi Agreements</i> .....	109

ARTICLE 7  
EMPLOYEE MATTERS

Section 7.01. <i>Employee Matters</i> .....	110
Section 7.02. <i>Newco Executive Incentive Compensation Summary of Principles</i> .....	110

ARTICLE 8  
TAX MATTERS

Section 8.01. <i>Tax Matters Agreement</i> .....	110
--	-----

ARTICLE 9  
CONDITIONS TO CLOSING

Section 9.01. <i>Conditions to Obligations of GE and NBCU</i> .....	110
Section 9.02. <i>Conditions to Obligations of Comcast</i> .....	112

ARTICLE 10  
TERMINATION, AMENDMENT AND WAIVER

Section 10.01. <i>Termination</i> .....	114
Section 10.02. <i>Notice of Termination</i> .....	115
Section 10.03. <i>Effect of Termination</i> .....	115
Section 10.04. <i>Extension; Waiver</i> .....	115

ARTICLE 11  
INDEMNIFICATION

Section 11.01. <i>Indemnification by GE</i> .....	116
Section 11.02. <i>Indemnification by Comcast</i> .....	117
Section 11.03. <i>Indemnification by Newco</i> .....	118
Section 11.04. <i>Notification of Claims</i> .....	119
Section 11.05. <i>Exclusive Remedies</i> .....	120
Section 11.06. <i>Additional Indemnification Provisions</i> .....	120
Section 11.07. <i>Newco Claims</i> .....	121
Section 11.08. <i>Mitigation</i> .....	121
Section 11.09. <i>Third Party Remedies</i> .....	122
Section 11.10. <i>Limitation on Liability</i> .....	122

ARTICLE 12  
GENERAL PROVISIONS

Section 12.01. <i>Survival</i> .....	123
Section 12.02. <i>Expenses</i> .....	123
Section 12.03. <i>Notices</i> .....	124

Section 12.04.	<i>Severability</i> .....	126
Section 12.05.	<i>Entire Agreement</i> .....	126
Section 12.06.	<i>Assignment</i> .....	127
Section 12.07.	<i>No Third-Party Beneficiaries</i> .....	127
Section 12.08.	<i>Amendment</i> .....	127
Section 12.09.	<i>Disclosure Letter</i> .....	127
Section 12.10.	<i>Dispute Resolution</i> .....	128
Section 12.11.	<i>Governing Law; Submission to Jurisdiction; Waivers</i> .....	128
Section 12.12.	<i>Bulk Sales Laws</i> .....	129
Section 12.13.	<i>Specific Performance</i> .....	129
Section 12.14.	<i>Rules of Construction</i> .....	130
Section 12.15.	<i>Counterparts</i> .....	130
Section 12.16.	<i>Waiver of Jury Trial</i> .....	131
Section 12.17.	<i>Non-Recourse</i> .....	131
Section 12.18.	<i>Public Announcements</i> .....	131

## EXHIBITS

Exhibit A	Definitions
Exhibit B-1	NBCU Employee Matters Agreement
Exhibit B-2	Comcast Employee Matters Agreement
Exhibit C-1	Form of GE Intellectual Property Cross License Agreement
Exhibit C-2	Form of Comcast Intellectual Property Cross License Agreement
Exhibit D	Form of Newco Operating Agreement
Exhibit E	Form of Navy Holdco 2 Agreement
Exhibit F-1	Form of GE Note
Exhibit F-2	Form of Comcast Note
Exhibit G-1	Form of GE Transition Services Agreement
Exhibit G-2	Form of Comcast Services Agreement
Exhibit H	Lease Term Sheet
Exhibit I	Preliminary Initial Strategic Plan
Exhibit J	Newco Executive Compensation Summary of Principles

This MASTER AGREEMENT, dated as of December 3, 2009, is made by and among General Electric Company, a New York corporation (“**GE**”), NBC Universal, Inc., a Delaware corporation (“**NBCU**”), Comcast Corporation, a Pennsylvania corporation (“**Comcast**”), and Navy, LLC, a Delaware limited liability company (“**Newco**”). Terms used but not otherwise defined herein have the meanings given to them in Article 1.

## **PRELIMINARY STATEMENTS**

A. NBCU, directly and through its Subsidiaries, is engaged in the NBCU Businesses and Comcast, directly and through certain of its Subsidiaries, is engaged in the Contributed Comcast Businesses.

B. National Broadcasting Company Holding, Inc., a Delaware corporation (“**Navy Holdco 1**”), is a wholly owned subsidiary of GE that owns all of the outstanding capital stock of Navy Holdings, Inc., a Delaware corporation (“**Navy Holdco 2**”), and Navy Holdco 2 owns all of the membership interests of Newco.

C. GE and Comcast wish to combine the NBCU Businesses and Contributed Comcast Businesses and, in connection therewith, to contribute such businesses to, and jointly own, Newco, which will engage in the Business.

D. In order to satisfy the foregoing objectives, the parties hereto desire to take the following actions at or immediately prior to the Closing:

(1) Navy Holdco 1 will, and GE will cause Navy Holdco 1 to, acquire all of the outstanding NBCU Shares that it does not already own;

(2) NBCU shall complete the NBCU Financing or Alternative Financing, as applicable;

(3) Immediately following the completion of the NBCU Financing or Alternative Financing, as applicable, NBCU shall distribute the net proceeds thereof to its stockholder(s) in proportion to their respective ownership interests in NBCU in accordance with Section 2.06(c);

(4) Navy Holdco 1 will, and GE will cause Navy Holdco 1 to, contribute all of the outstanding NBCU Shares to Navy Holdco 2;

(5) NBCU will convert from a Delaware corporation to a Delaware limited liability company that is treated as an entity disregarded as separate from Navy Holdco 2 for U.S. federal income tax purposes;

(6) Navy Holdco 2 will, and GE will cause Navy Holdco 2 to, contribute all of the outstanding NBCU Shares to Newco and Newco will issue membership interests in Newco ("**Newco Membership Interests**") to Navy Holdco 2 in exchange therefor;

(7) GE will, and will cause its Subsidiaries (other than the NBCU Entities) to, transfer, directly or indirectly, the Contributed NBCU Assets to NBCU and NBCU will assume the Assumed NBCU Liabilities;

(8) Comcast will, or will cause one or more of its Subsidiaries to, contribute or transfer, as applicable, the Contributed Comcast Assets to Newco or, at the direction of Newco, to NBCU, and Newco or NBCU, as applicable, will assume the Assumed Comcast Liabilities, and Newco will issue to Comcast Newco Membership Interests in consideration therefor; and

(9) Immediately following the consummation of the transactions contemplated by the foregoing clauses (1) through (8), Comcast will purchase Newco Membership Interests from Navy Holdco 2, the consummation of which will result in Comcast and Navy Holdco 2 owning 51% and 49% of the outstanding Newco Membership Interests, respectively.

E. Concurrently herewith, NBCU has entered into the NBCU Financing Commitment Letter with the lenders party thereto.

F. Concurrently herewith, GE, NBCU, Comcast, Newco and Navy Holdco 2 have entered into the Tax Matters Agreement.

G. It is intended that the contributions of the NBCU Shares (except to the extent of (i) the assumption by Newco of certain liabilities and (ii) the transaction described in Section 2.04) and Contributed Comcast Businesses to Newco in exchange for Newco Membership Interests will be treated as exchanges under Section 721 of the Code.

NOW, THEREFORE, in consideration for the premises and mutual covenants, representations, warranties and agreements hereinafter set forth, the parties to this Agreement agree as follows.

## ARTICLE 1 DEFINITIONS

Section 1.01. *Certain Defined Terms.* Capitalized terms used in this Agreement shall have the meanings specified in Exhibit A.

ARTICLE 2  
CONTRIBUTIONS AND SALE; CLOSING

Section 2.01. *Pre-Closing Transactions.* Prior to the Closing, NBCU and Comcast shall complete the NBCU Restructuring and Comcast Restructuring, respectively, in accordance with Section 6.14 and Navy Holdco 1 shall become the owner of all of the outstanding NBCU Shares.

Section 2.02. *Contribution of the NBCU Shares and the NBCU Businesses.* (a) On the terms and subject to the conditions set forth in this Agreement, at the Closing, (x) Navy Holdco 2 shall, and GE shall cause Navy Holdco 2 to, contribute to Newco the NBCU Shares, free and clear of all Liens, and (y) GE shall, and shall cause the other NBCU Transferors to, contribute, convey, assign, transfer and deliver to NBCU, and NBCU shall acquire and accept from the NBCU Transferors, all right, title and interest in and to all of the assets, properties and rights of the NBCU Transferors that are used primarily or held for use primarily in the NBCU Businesses other than the NBCU Excluded Assets (the “**Contributed NBCU Assets**”) as of the Closing, wherever situated and of whatever kind and nature, real or personal, tangible or intangible, whether or not reflected on the books and records of the NBCU Transferors, and whether owned as of the date hereof or hereafter acquired, including the following, in each case, solely to the extent used primarily or held for use primarily in the NBCU Businesses:

- (i) all equity interests in any Person that is not a Subsidiary of GE (including the NBCU Minority Interests);
- (ii) all personal property and interests therein, including equipment, furniture, fixtures, furnishings, office equipment, information technology and communications equipment, vehicles, and other tangible personal property (including, rights, if any, in any of the foregoing purchased subject to any conditional sales or title retention agreement in favor of any other Person);
- (iii) the Contributed NBCU Owned Property and, subject to Section 2.05, the Contributed NBCU Leased Property;
- (iv) subject to Section 2.05, all rights under all Assumed NBCU Contracts;
- (v) subject to Section 2.05, all rights under the Assumed NBCU IP Licenses (including rights to all NBCU Licensed Intellectual Property covered thereby);

(vi) all accounts, notes and other receivables arising out of the sale of services, goods or products, together with each NBCU Transferor's right (if any) to receive any unpaid financing charges accrued thereon;

(vii) all expenses that have been prepaid by any of the NBCU Transferors, including ad valorem Taxes and lease and rental payments;

(viii) subject to Section 2.05, all claims, rights, credits, rights of set-off, causes of action (including counterclaims) and defenses against third parties;

(ix) all Contributed NBCU Owned Intellectual Property and Contributed NBCU Technology, together with the right to sue for past, present, and future infringement, misappropriation and other violations and the right to collect and retain damages therefor;

(x) subject to Section 2.05, and without limiting the contributions under clauses (v) and (ix) above, the Library;

(xi) subject to Section 2.05, all licenses, permits or other governmental authorizations;

(xii) all books and records, whether in hard copy or electronic or digital format (including emails, databases, and other file formats), sales and promotional literature, marketing materials, advertising materials, manuals and data, intellectual property prosecution files, sales and purchase correspondence, customer files and documents, lists of suppliers, personnel and employment records, and copies of any information relating to Taxes imposed on the NBCU Transferors (but excluding any Tax Returns);

(xiii) all goodwill;

(xiv) all assets, rights and properties expressly to be transferred to NBCU pursuant to the NBCU Employee Matters Agreement; and

(xv) all rights under non-disclosure or confidentiality, non-compete, or non-solicitation agreements between any NBCU Transferor and any third parties.

(b) Excluded NBCU Assets. The following assets and properties of the NBCU Transferors and the NBCU Entities (the "**Excluded NBCU Assets**") shall be retained by such entities, to the extent such entities are not NBCU Entities, or will be transferred to an entity that is not a NBCU Entity prior to Closing, to the extent such entities are NBCU Entities, notwithstanding any other provision of this Agreement:

(i) all cash and cash equivalents on hand or held by any bank or other third Person (other than (x) cash or cash equivalents of any Subsidiary of NBCU that is not, directly or indirectly, wholly owned by NBCU and (y) an amount of cash and cash equivalents equal to the amount, if any, by which the NBCU Dividend was reduced in accordance with Section 2.06(c));

(ii) the owned or leased real property listed on Section 2.02(b)(ii) of the NBCU Disclosure Letter;

(iii) all GE Intellectual Property (including the GE Name and GE Marks) and GE Technology;

(iv) all Tax Returns (other than Tax Returns exclusively of the NBCU Businesses), and all refunds of or credits relating to any Tax for which GE or its Affiliates are liable under the Tax Matters Agreement;

(v) the NBCU Parent Plans and any trusts and other assets related thereto, except as expressly provided in the NBCU Employee Matters Agreement;

(vi) all assets expressly excluded pursuant to the NBCU Employee Matters Agreement;

(vii) other than the NBCU Transferred Insurance Policies, all Insurance Arrangements;

(viii) any assets used or held for use in the NBCU Businesses owned on the date hereof or acquired after the date hereof that are sold or otherwise disposed of prior to the Closing;

(ix) all claims, rights, credits, rights of set-off, causes of action (including counterclaims) and defenses against third parties, to the extent relating to any of the other Excluded NBCU Assets or the Excluded NBCU Liabilities, as well as any books, records and privileged information to the extent relating thereto;

(x) the assets listed in Section 2.02(b)(x) of the NBCU Disclosure Letter;

(xi) any interest of any NBCU Transferors under the Transaction Agreements;

(xii) personnel and employment records for NBCU Employees with respect to whom the Newco Group will assume no Liabilities;



(xiii) (A) all corporate minute books (and other similar corporate records) and stock records of the NBCU Transferors (copies of which will be provided to Newco upon Newco's reasonable request), (B) any books and records to the extent relating to the Excluded NBCU Assets or (C) any books, records or other materials that the NBCU Transferors (x) are required by Law to retain (copies of which, to the extent permitted by Law, will be provided to Newco upon Newco's reasonable request), (y) reasonably believe are necessary to enable the NBCU Transferors to prepare and/or file Tax Returns (copies of which will be provided to Newco upon Newco's reasonable request) or (z) are prohibited by Law from delivering to Newco or NBCU;

(xiv) any interest of GE or any of its Subsidiaries (other than any NBCU Entity) under any Related Party NBCU Contract;

(xv) the assets of General Electric Capital Services, Inc. ("**GE Capital**") and its Subsidiaries set forth in Section 2.02(b)(xv) of the NBCU Disclosure Letter;

(xvi) all records and reports prepared or received by GE or any of its Affiliates in connection with the contribution of the NBCU Businesses to Newco and the transactions contemplated hereby (including all analyses relating to the Combined Businesses so prepared or received) or any other transaction involving the potential sale or disposition of all or a substantial part of the NBCU Businesses;

(xvii) all confidentiality agreements with prospective purchasers of NBCU or of all or a substantial part of the NBCU Businesses (except that the Contributed NBCU Assets shall include, and the NBCU Transferors shall assign to a NBCU Entity at the Closing, all of their respective rights under such agreements to confidential treatment of information with respect to the NBCU Businesses and with respect to solicitation and hiring of NBCU Business Employees) and all bids and expressions of interest received from third parties with respect to such transactions;

(xviii) all assets (other than NBCU Intellectual Property and NBCU Technology) of GE and its Subsidiaries (other than any NBCU Entity) used by such entities to provide services any NBCU Entity as well as to provide such services to Subsidiaries of GE (other than any NBCU Entity); and

(xix) all Patents owned by GE or any of its Subsidiaries (other than any NBCU Entity) allocated by GE to businesses of GE and its Subsidiaries other than any NBCU Entity (it being understood that such

allocation shall not have been made in bad faith), other than those set forth on Section 3.12(e)(i) of the NBCU Disclosure Letter; and

(xx) all materials, documents and records of GE or any of its Subsidiaries (other than any NBCU Entity) in the possession of any NBCU Entity (copies of which will be provided to Newco upon Newco's reasonable request).

(c) **Assumed NBCU Liabilities.** On the terms and subject to the conditions set forth in this Agreement, NBCU hereby agrees, effective at the time of the Closing, to assume and thereafter timely to pay, discharge and perform in accordance with their terms (subject to any *bona fide* defense), all Liabilities of GE and its Subsidiaries (other than any of the NBCU Entities) to the extent arising from or relating to the Contributed NBCU Assets or the NBCU Businesses, other than the Excluded NBCU Liabilities, irrespective of whether the same shall arise prior to, on or following the Closing Date (the "**Assumed NBCU Liabilities**"). Without limiting the generality of the foregoing, subject to Section 2.02(d), the following shall be included among the Assumed NBCU Liabilities:

(i) the NBCU Financing or Alternative Financing, as applicable, and all Liabilities set forth on Section 2.02(c)(i) of the NBCU Disclosure Letter;

(ii) all Liabilities arising under the Assumed NBCU Contracts;

(iii) all Taxes for which Newco is responsible pursuant to the Tax Matters Agreement;

(iv) all Liabilities, whether accruing before, on or after the Closing Date, (A) relating to the environment or natural resources, human health and safety or Hazardous Materials and (B) arising from or relating to the Contributed NBCU Assets, the NBCU Businesses or otherwise to any past, current or future businesses, operations or properties of the Contributed NBCU Assets or the NBCU Businesses (including any businesses, operations or properties for which a current or future owner or operator of the Contributed NBCU Assets or the NBCU Businesses is responsible as a matter of Law, contract or otherwise); and

(v) all Liabilities assumed by NBCU pursuant to the NBCU Employee Matters Agreement, and all other Liabilities arising from or relating to the employment, termination of employment or employment practices with respect to the NBCU Businesses whether arising before, on or after the Closing Date.

(d) **Excluded NBCU Liabilities.** Notwithstanding any other provision of this Agreement, NBCU is not assuming or agreeing to pay or discharge any of

the following Liabilities of the NBCU Transferors or the NBCU Entities (the “**Excluded NBCU Liabilities**”):

(i) except for the NBCU Financing or Alternative Financing, the GE Note and the Comcast Note, as applicable, the Repatriation Notes, if any, and any Liability set forth in Section 2.02(c)(i) of the NBCU Disclosure Letter, any Debt (other than (x) Debt of any Person that is not, directly or indirectly, wholly owned by NBCU or GE and (y) capital lease obligations);

(ii) any Liability set forth in Section 2.02(d)(ii) of the NBCU Disclosure Letter;

(iii) any Liability to the extent relating to or arising under any Excluded NBCU Asset;

(iv) any Liability incurred in connection with the transfer of Excluded NBCU Assets or other Excluded NBCU Liabilities from the NBCU Transferors or NBCU Entities prior to the Closing;

(v) any Liability for Taxes that GE is required to pay pursuant to the Tax Matters Agreement;

(vi) any Liability expressly retained by GE pursuant to the NBCU Employee Matters Agreement;

(vii) subject to Section 6.06, any Liability of GE or any of its Subsidiaries (other than any NBCU Entity) under any Insurance Arrangement other than the NBCU Transferred Insurance Policies;

(viii) Liabilities of the NBCU Entities arising under the Factoring Agreements to the extent such Liabilities are inconsistent with the limitation set forth in Section 6.01(a)(xix);

(ix) any Liability of any NBCU Transferor under the Transaction Agreements; and

(x) any Liability of GE or its Subsidiaries (other than any NBCU Entity) under any Related Party NBCU Contract.

Section 2.03. *Contribution of the Contributed Comcast Businesses.* (a) On the terms and subject to the conditions set forth in this Agreement, at the Closing, Comcast shall, and shall cause the other Comcast Transferors to, contribute, convey, assign, transfer and deliver to Newco or, at the direction of Newco, NBCU and Newco or NBCU, as applicable, shall acquire and accept from the Comcast Transferors, all right, title and interest in and to (collectively, the

**“Contributed Comcast Assets”**) (x) all of the Contributed Comcast Equity Interests and (y) other than the Excluded Comcast Assets, all of the other assets, properties and rights of the Comcast Transferors that are used primarily or held for use primarily in the Contributed Comcast Businesses as of the Closing, wherever situated and of whatever kind and nature, real or personal, tangible or intangible, whether or not reflected on the books and records of the Comcast Transferors, and whether owned as of the date hereof or hereafter acquired, including the following, in each case, solely to the extent used primarily or held for use primarily in the Contributed Comcast Businesses:

(i) all equity interests in any Person that is not a Subsidiary of Comcast (including the Comcast Minority Interests);

(ii) all personal property and interests therein, including equipment, furniture, fixtures, furnishings, office equipment, information technology and communications equipment, vehicles, and other tangible personal property (including, rights, if any, in any of the foregoing purchased subject to any conditional sales or title retention agreement in favor of any other Person);

(iii) the Contributed Comcast Owned Property and, subject to Section 2.05, the Contributed Comcast Leased Property;

(iv) subject to Section 2.05, all rights under all Assumed Comcast Contracts;

(v) subject to Section 2.05, all rights under the Assumed Comcast IP Licenses (including rights to all Comcast Licensed Intellectual Property covered thereby);

(vi) all accounts, notes and other receivables arising out of the sale of services, goods or products, together with each Comcast Transferor’s right (if any) to receive any unpaid financing charges accrued thereon;

(vii) all expenses that have been prepaid by any of the Comcast Transferors, including ad valorem Taxes and lease and rental payments;

(viii) subject to Section 2.05, all claims, rights, credits, rights of set-off, causes of action (including counterclaims) and defenses against third parties;

(ix) all Contributed Comcast Owned Intellectual Property and Contributed Comcast Technology, together with the right to sue for past, present, and future infringement, misappropriation and other violations and the right to collect and retain damages therefor;

(x) subject to Section 2.05, and without limiting the contributions under clauses (v) and (ix) above, the Library;

(xi) subject to Section 2.05, all licenses, permits or other governmental authorizations;

(xii) all books and records, whether in hard copy or electronic or digital format (including emails, databases, and other file formats), sales and promotional literature, marketing materials, advertising materials, manuals and data, intellectual property prosecution files, sales and purchase correspondence, customer files and documents, lists of suppliers, personnel and employment records, and copies of any information relating to Taxes imposed on the Comcast Transferors (but excluding any Tax Returns);

(xiii) all goodwill;

(xiv) all assets, rights and properties expressly to be transferred to Newco pursuant to the Comcast Employee Matters Agreement;

(xv) all rights under non-disclosure or confidentiality, non-compete, or non-solicitation agreements between any Comcast Transferor and any third parties;

(xvi) all rights under any Relevant Transaction and all equity interests, businesses and assets acquired pursuant thereto to the extent provided in Section 6.22(c); and

(xvii) the Contributed Comcast Insurance Policies.

(b) Excluded Comcast Assets. The following assets and properties of the Comcast Transferors and the Contributed Comcast Subsidiaries (the “**Excluded Comcast Assets**”) shall be retained by such entities, to the extent such entities are not Contributed Comcast Subsidiaries, or will be transferred to an entity that is not a Contributed Comcast Subsidiary prior to Closing to the extent such entities are Contributed Comcast Subsidiaries, notwithstanding any other provision of this Agreement:

(i) subject to Comcast’s obligations pursuant to Sections 2.08(g)(ii)(A) and 2.08(g)(iii), all cash and cash equivalents on hand or held by any bank or other third Person (other than (x) cash or cash equivalents of any Subsidiary of Comcast that is not, directly or indirectly, wholly owned by Comcast and (y) cash and cash equivalents in an amount equal to the Comcast Disposition Transaction Proceeds);

- (ii) the owned or leased real property listed on Section 2.03(b)(ii) of the Comcast Disclosure Letter;
- (iii) all Excluded Comcast Intellectual Property (including the Comcast Name and Comcast Marks) and Excluded Comcast Technology;
- (iv) all Tax Returns (other than Tax Returns exclusively of the Contributed Comcast Subsidiaries), and all refunds of or credits relating to any Tax for which Comcast or its Affiliates are liable under the Tax Matters Agreement;
- (v) the Comcast Parent Plans and any trusts and other assets related thereto, except as expressly provided in the Comcast Employee Matters Agreement;
- (vi) all assets expressly excluded pursuant to the Comcast Employee Matters Agreement;
- (vii) other than the Comcast Transferable Insurance Policies, all Insurance Arrangements;
- (viii) any assets used or held for use in the Contributed Comcast Businesses owned on the date hereof or acquired after the date hereof that are sold or otherwise disposed of prior to the Closing;
- (ix) all claims, rights, credits, rights of set-off, causes of action (including counterclaims) and defenses against third parties, to the extent relating to any of the other Excluded Comcast Assets or the Excluded Comcast Liabilities, as well as any books, records and privileged information to the extent relating thereto;
- (x) the assets listed in Section 2.03(b)(x) of the Comcast Disclosure Letter;
- (xi) any interest of any Comcast Transferor under the Transaction Agreements;
- (xii) personnel and employment records for current and former employees of the Contributed Comcast Businesses who are not Comcast Transferred Employees;
- (xiii) (A) all corporate minute books (and other similar corporate records) and stock records of the Comcast Transferors (copies of which will be provided to Newco upon Newco's reasonable request), (B) any books and records to the extent relating to the Excluded Comcast Assets or (C) any books, records or other materials that the Comcast Transferors (x)

are required by Law to retain (copies of which, to the extent permitted by Law, will be provided to Newco upon Newco's reasonable request), (y) reasonably believe are necessary to enable the Comcast Transferors to prepare and/or file Tax Returns (copies of which will be provided to Newco upon Newco's reasonable request) or (z) are prohibited by Law from delivering to Newco;

(xiv) any interest of Comcast or any of its Affiliates (other than the Contributed Comcast Subsidiaries) under any Related Party Comcast Contract;

(xv) all rights under any transaction described in Section 6.22(b) and all equity interests, businesses or assets acquired pursuant thereto;

(xvi) all records and reports prepared or received by Comcast or any of its Affiliates in connection with the contribution of the Contributed Comcast Businesses and the transactions contemplated hereby (including all analyses relating to the Combined Businesses so prepared or received) or any other transaction involving the potential sale or disposition of all or a substantial part of the Contributed Comcast Businesses;

(xvii) all confidentiality agreements with prospective purchasers of the Contributed Comcast Businesses or of all or a substantial part of the Contributed Comcast Businesses (except that the Contributed Comcast Assets shall include, and the Comcast Transferors shall assign to a Contributed Comcast Subsidiary at the Closing, all of their respective rights under such agreements to confidential treatment of information with respect to the Contributed Comcast Businesses and with respect to solicitation and hiring of Comcast Transferred Employees) and all bids and expressions of interest received from third parties with respect to such transactions; and

(xviii) all materials, documents and records of Comcast or any of its Subsidiaries (other than any Contributed Comcast Subsidiary) in the possession of any Comcast Transferor or Contributed Comcast Subsidiary (copies of which will be provided to Newco upon Newco's reasonable request).

(c) Assumed Comcast Liabilities. On the terms and subject to the conditions set forth in this Agreement, Newco or, at the direction of Newco, NBCU hereby agrees, effective at the time of the Closing, to assume and thereafter timely to pay, discharge and perform in accordance with their terms (subject to any *bona fide* defense), all Liabilities of the Comcast Transferors to the extent arising from or relating to the Contributed Comcast Assets or the Contributed Comcast Businesses, other than the Excluded Comcast Liabilities,

irrespective of whether the same shall arise prior to, on or following the Closing Date (the “**Assumed Comcast Liabilities**”). Without limiting the generality of the foregoing, subject to Section 2.03(d), the following shall be included among the Assumed Comcast Liabilities:

(i) all Liabilities set forth on Section 2.03(c)(i) of the Comcast Disclosure Letter;

(ii) all Liabilities arising under the Assumed Comcast Contracts;

(iii) all Liabilities (other than Relevant Transaction Debt) arising under any Relevant Transaction or any asset, equity interest or business acquired pursuant thereto to the extent provided in Section 6.22(c);

(iv) all Taxes for which Newco is responsible pursuant to the Tax Matters Agreement;

(v) all Liabilities, whether accruing before, on or after the Closing Date, (A) relating to the environment or natural resources, human health and safety or Hazardous Materials and (B) arising from or relating to the Contributed Comcast Assets, the Contributed Comcast Businesses or otherwise to any past, current or future businesses, operations or properties of the Contributed Comcast Assets or the Contributed Comcast Businesses (including any businesses, operations or properties for which a current or future owner or operator of the Contributed Comcast Assets or the Contributed Comcast Businesses is responsible as a matter of Law, contract or otherwise); and

(vi) all Liabilities assumed by Newco pursuant to the Comcast Employee Matters Agreement, and all other Liabilities arising from or relating to the employment, termination of employment or employment practices with respect to the Contributed Comcast Businesses whether arising before, on or after the Closing Date.

(d) **Excluded Comcast Liabilities.** Notwithstanding any other provision of this Agreement, NBCU is not assuming or agreeing to pay or discharge any of the following Liabilities of the Comcast Transferors or the Contributed Comcast Subsidiaries (the “**Excluded Comcast Liabilities**”):

(i) except for any Liability set forth in Section 2.03(c)(i) of the Comcast Disclosure Letter, any Debt (other than (x) Debt of any Person that is not, directly or indirectly, wholly owned by Comcast and (y) capital lease obligations);



(ii) any Liability set forth in Section 2.03(d)(ii) of the Comcast Disclosure Letter;

(iii) any Liability to the extent relating to or arising under any Excluded Comcast Asset;

(iv) any Liability incurred in connection with the transfer of Excluded Comcast Assets or other Excluded Comcast Liabilities from the Comcast Transferors or Contributed Comcast Subsidiaries prior to the Closing;

(v) any Liability for Taxes that Comcast is required to pay pursuant to the Tax Matters Agreement;

(vi) any Liability expressly retained by Comcast pursuant to the Comcast Employee Matters Agreement;

(vii) any Liability of Comcast or any of its Subsidiaries (other than any Contributed Comcast Subsidiary) under any Insurance Arrangement other than the Comcast Transferable Insurance Policies;

(viii) any Liability of any Comcast Transferor under the Transaction Documents;

(ix) any Liability of Comcast or any of its Affiliates (other than any Contributed Comcast Subsidiary) under any Related Party Comcast Contract; and

(x) any Liability of the Contributed Comcast Subsidiaries set forth in Section 2.03(d)(x) of the Comcast Disclosure Letter to the extent not relating to the Contributed Comcast Businesses.

Section 2.04. *Sale of Newco Membership Interests.* On the terms and subject to the conditions set forth in this Agreement, at the Closing (but following the completion of the transactions described in Section 2.02 and 2.03), Navy Holdco 2 shall, and GE shall cause Navy Holdco 2 to, sell, convey, assign, transfer and deliver to Comcast, free and clear of all Liens, and Comcast shall acquire and accept from Navy Holdco 2, all of Navy Holdco 2's right, title and interest in and to Newco Membership Interests representing 25.25% of the outstanding Newco Membership Interests, for an aggregate purchase price (as it may be adjusted pursuant to Section 2.11, the "**Comcast/NBCU Purchase Price**") equal to (i) \$7.1065 billion *minus* (ii) 51% of the NBCU Interim Free Cash Flow *minus* (iii) 49% of the Comcast Acquisitions Amount.

Section 2.05. *Assignment of Certain Contributed Assets.* Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall not

constitute an agreement to contribute, convey, assign, transfer or deliver to NBCU or Newco any Contributed NBCU Assets or Contributed Comcast Assets or any claim or right or any benefit arising thereunder or resulting therefrom if an attempted contribution, conveyance, assignment, transfer or delivery thereof, or an agreement to do any of the foregoing, without the consent of a third party (including any Governmental Authority), would constitute a breach or other contravention thereof or a violation of Law or would in any way adversely affect the rights of NBCU or Newco (as assignee or transferee of the applicable transferor, or otherwise), any other NBCU Entity or any Contributed Comcast Subsidiary thereto or thereunder. Subject to Section 6.13(c), each of GE and Comcast shall, and shall cause each of the NBCU Transferors and Comcast Transferors, respectively, to, use its commercially reasonable efforts to obtain any consent necessary for the contribution, conveyance, assignment, transfer or delivery of any such Contributed NBCU Asset, Contributed Comcast Asset, claim, right or benefit to NBCU or Newco, as applicable, (including with respect to a change of control of a NBCU Entity or Contributed Comcast Subsidiary). If, on the Closing Date, any such consent is not obtained, or if an attempted contribution, conveyance, assignment, transfer or delivery thereof would be ineffective or a violation of Law or would adversely affect the rights of NBCU, Newco, any other NBCU Entity or any Contributed Comcast Subsidiary thereto or thereunder so that NBCU or Newco, as applicable, would not in fact receive all such rights, NBCU, GE and Comcast shall, subject to Section 6.13(c), cooperate in a mutually agreeable arrangement under which NBCU or Newco, as applicable, would, in compliance with Law, obtain the benefits (including contractual rights) and assume the obligations and bear the economic burdens associated with such Contributed NBCU Assets, Contributed Comcast Assets, claim, right or benefit in accordance with this Agreement, including subcontracting, sublicensing or subleasing to NBCU or Newco, as applicable, or under which the applicable transferors would enforce for the benefit (and at the expense) of NBCU or Newco, as applicable, any and all of their rights against a third party (including any Governmental Authority) associated with such Contributed NBCU Asset, Contributed Comcast Asset, claim, right or benefit (collectively, “**Third Party Rights**”), and the applicable transferor would promptly pay to NBCU or Newco, as applicable, when received all monies received by them under any such Contributed NBCU Asset, Contributed Comcast Asset, claim, right or benefit. Notwithstanding the foregoing, any such Contributed NBCU Asset or Contributed Comcast Asset shall be contributed, conveyed, assigned, transferred and delivered to NBCU or Newco, as applicable, upon receipt of such consent unless such attempted contribution, conveyance, assignment, transfer or delivery thereof would be ineffective or a violation of Law or would adversely affect the rights of NBCU or Newco, as applicable, any other NBCU Entity or any Contributed Comcast Subsidiary.

Section 2.06. *Closing; NBCU Dividend; Other Distribution.* (a) Subject to the provisions of Section 9.01 and Section 9.02, the closing of the transactions

contemplated hereby (the “**Closing**”) will take place on the date of the first fiscal month-end under GE’s reporting system (or the first earlier date during such fiscal month as is reasonably practicable) following the date on which all of the conditions set forth in Article 9 have been satisfied or waived, other than those conditions that by their terms are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions (*provided* that such date shall be at least three (3) Business Days following the date on which the FCC releases the full text of the FCC Order), or on such other date as the parties hereto may agree in writing, at the offices of Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153, or such other place as the parties hereto may agree in writing. The date on which the Closing actually occurs is referred to in this Agreement as the “**Closing Date**”). The Closing shall be deemed to occur at 11:59:59 p.m., New York City time, on the Closing Date.

(b) At least five (5) Business Days prior to the Closing Date, (i) NBCU shall deliver to Comcast a certificate signed by the Chief Financial Officer of NBCU setting forth (A) NBCU’s good faith estimate of NBCU Interim Free Cash Flow (“**Estimated NBCU Interim Free Cash Flow**”) and (B) NBCU’s good faith estimate of Trailing EBITDA of NBCU (“**Estimated NBCU EBITDA**”) and (ii) Comcast shall deliver to GE a certificate signed by the Chief Financial Officer of Comcast setting forth (A) Comcast’s good faith estimate of Trailing EBITDA of the Contributed Comcast Businesses (“**Estimated Comcast EBITDA**”) and (B) a true and complete statement of the amount (the “**Comcast Acquisitions Amount**”) of any consideration paid (including any Relevant Transaction Debt), other related costs and reasonable, out-of-pocket fees, costs and expenses incurred by Comcast or any of its Subsidiaries after the date hereof and prior to the Closing in connection with each Relevant Transaction (it being understood that in no event shall such consideration (including any Relevant Transaction Debt) and other related costs with respect to any Relevant Transaction exceed, in any material respect, the amount set forth in the applicable notice delivered pursuant to Section 6.22 or, in the case of any Relevant Transaction set forth on Section 6.22 of the Comcast Disclosure Letter, the amount previously disclosed in writing to GE prior to the date hereof).

(c) Immediately following the completion of the NBCU Financing or Alternative Financing, as applicable, and prior to the Closing, NBCU shall distribute \$9,100,000,000 to its stockholders in proportion to their respective ownership interests in NBCU (the “**NBCU Dividend**”); *provided* that if Estimated Combined EBITDA is less than the Target Combined EBITDA, then (i) the amount of the NBCU Dividend shall be reduced by an amount equal to 3.5 times the amount of the lesser of (x) the amount of the shortfall, if such shortfall exists, of Estimated NBCU EBITDA as compared to Target NBCU EBITDA, or (y) the amount of the shortfall of Estimated Combined EBITDA as compared to Target Combined EBITDA and (ii) NBCU shall issue to GE a note in the form of Exhibit

F-1 with a principal amount equal to the amount that the NBCU Dividend was so reduced (the “**GE Note**”).

Section 2.07. *NBCU Conversion.* (a) At the Closing, NBCU shall, immediately following the completion of the contribution referred to in Section 2.08(a), convert to a Delaware limited liability company in accordance with Section 266 of Delaware Law (the “**NBCU Conversion**”) and NBCU shall file a certificate of conversion with the Delaware Secretary of State and make all other filings or recordings required by the Delaware Law in connection with the NBCU Conversion. The NBCU Conversion shall become effective at such time (the “**NBCU Conversion Effective Time**”) as the certificate of conversion is duly filed with the Delaware Secretary of State (or at such later time as may be specified in the certificate of conversion with the consent of each of GE and Comcast). From and after the NBCU Conversion Effective Time, NBCU shall possess all the rights, powers, privileges and franchises and be subject to all of the obligations, liabilities, restrictions and disabilities of NBCU prior to the NBCU Conversion Effective Time, and none of the foregoing shall be deemed transferred as a consequence of the NBCU Conversion, all as provided under Delaware Law.

(b) At the NBCU Conversion Effective Time, (i) each outstanding NBCU Share shall be converted into one membership interest of NBCU and (ii) each NBCU Share held by NBCU as treasury stock shall be canceled.

Section 2.08. *Closing Actions.* At the Closing:

(a) first, Navy Holdco 1 shall, and GE shall cause Navy Holdco 1 to, contribute to Navy Holdco 2 all of the outstanding NBCU Shares, free and clear of all Liens;

(b) second, NBCU shall, and GE shall cause NBCU to, complete the NBCU Conversion in accordance with Section 2.07;

(c) third, Navy Holdco 2 shall, and GE shall cause Navy Holdco 2 to, contribute to Newco all of the outstanding NBCU Shares, free and clear of all Liens;

(d) fourth, GE shall, and shall cause the other NBCU Transferors to, transfer, directly or indirectly, the Contributed NBCU Assets to NBCU; NBCU shall assume the Assumed NBCU Liabilities and GE shall, or shall cause a Subsidiary of GE (other than a NBCU Entity) to, assume all Excluded NBCU Liabilities that are Liabilities of a NBCU Entity and NBCU shall pay to GE the fair value of the capital stock of the Subsidiary of GE identified on Section 2.08(d) of the NBCU Disclosure Letter (it being understood that all of such capital stock shall be included in the Contributed NBCU Assets);

(e) fifth, Comcast shall, and shall cause the other Comcast Transferors to, contribute or transfer, as applicable, the Contributed Comcast Assets to Newco or, at the direction of Newco, NBCU and, in consideration therefor, Newco shall issue to Comcast, free and clear of all Liens, Newco Membership Interests representing 25.75% of the outstanding Newco Membership Interests (determined after giving effect to such issuance) and, to the extent Contributed Comcast Equity Interests are certificated, Comcast shall deliver or cause to be delivered to Newco or NBCU, as applicable, certificates evidencing such Contributed Comcast Equity Interests, duly endorsed in blank or accompanied by powers duly executed in blank or other duly executed instruments of transfer as required in order to validly transfer title in and to the Contributed Comcast Equity Interests, and to the extent such Contributed Comcast Equity Interests are not certificated, Comcast shall deliver or cause to be delivered to Newco or NBCU, as applicable, other customary evidence of ownership; and Newco or NBCU, as applicable, shall assume the Assumed Comcast Liabilities and Comcast shall, or shall cause a Subsidiary of Comcast (other than a Contributed Comcast Subsidiary), to assume all Excluded Comcast Liabilities that are Liabilities of a Contributed Comcast Subsidiary;

(f) sixth, Navy Holdco 2 shall, and GE shall cause Navy Holdco 2 to, deliver to Comcast, free and clear of all Liens, 25.25% of the outstanding Newco Membership Interests in consideration of the payment by Comcast to NBCU of the Comcast/NBCU Purchase Price;

(g) seventh, (i) Comcast shall pay the Comcast/NBCU Purchase Price (calculated for this purpose based on the estimated amounts provided pursuant to Section 2.06(b)) to Navy Holdco 2, by wire transfer of immediately available funds, into an account designated by Navy Holdco 2, (ii) if Estimated Combined EBITDA is less than the Target Combined EBITDA, then (A) Comcast shall, or shall cause an Affiliate to, contribute to NBCU by wire transfer of immediately available funds, 3.5 times the lesser of (x) the amount of the shortfall, if such shortfall exists, of Estimated Comcast EBITDA as compared to Target Comcast EBITDA, or (y) the amount of the shortfall of Estimated Combined EBITDA as compared to Target Combined EBITDA and (B) NBCU shall issue to Comcast or such Affiliate of Comcast a note in the form of Exhibit F-2 with a principal amount equal to the amount that Comcast contributes or causes to be contributed pursuant to clause (A) (the “**Comcast Note**”) and (iii) Comcast shall, or shall cause an Affiliate to, contribute to NBCU by wire transfer of immediately available funds, the amount of the 2008 Contributed Comcast Businesses EBITDA Adjustment, if any;

(h) eighth, Navy Holdco 2 shall deliver to Comcast a receipt for the Comcast/NBCU Purchase Price;

(i) ninth, the parties hereto shall, and shall cause their respective applicable Subsidiaries to, deliver duly executed counterparts to the other Transaction Agreements referenced in Section 6.12;

(j) tenth, the parties hereto shall, and shall cause their respective applicable Subsidiaries to, execute and deliver such deeds, bills of sale, endorsements, consents, assignments, assumptions and other good and sufficient documents or instruments as such parties and their respective counsel shall deem reasonably necessary in connection with the actions referred to in Sections 2.08(a) through (i); and

(k) finally, each NBCU Transferor and Comcast Transferor that will convey a “United States real property interest” (as defined under Section 897 of the Code) shall deliver to Newco a certificate in accordance with Treasury Regulations Section 1.1445-2(b)(2) to the effect that the applicable transferor is not a “foreign person”.

Newco hereby directs Comcast to transfer the Contributed Comcast Assets to NBCU on its behalf and NBCU to assume the Assumed Comcast Liabilities on its behalf, in each case, as described in Section 2.08(e) and subject to the terms and conditions of this Agreement.

Section 2.09. *Beneficial Ownership in Newco by Comcast and GE.* Notwithstanding anything to the contrary contained in this Agreement, immediately following the transactions contemplated by this Article 2 (including Section 2.04), the beneficial ownership by Comcast of Newco Membership Interests shall represent 51% of the issued and outstanding ownership interests of Newco and the beneficial ownership by Navy Holdco 2 of Newco Membership Interests shall represent 49% of the issued and outstanding ownership interests of Newco.

Section 2.10. *Closing Statement.* (a) As promptly as practicable after the Closing Date, but no later than the later of (x) 30 days after the end of the last complete fiscal quarter included in Trailing EBITDA of NBCU and (y) 60 days after the Closing Date, Comcast will cause to be prepared and delivered to GE a statement setting forth in reasonable detail Comcast’s calculation of NBCU Interim Free Cash Flow, Trailing EBITDA of NBCU and Trailing EBITDA of the Contributed Comcast Businesses (the “**Closing Statement**”).

(b) If GE disagrees with Comcast’s calculation of NBCU Interim Free Cash Flow, Trailing EBITDA of NBCU or Trailing EBITDA of the Contributed Comcast Businesses as set forth in the Closing Statement, GE may, within 30 days after delivery of the Closing Statement deliver a notice to Comcast disagreeing with such calculation and which specifies GE’s calculation of such amount and in reasonable detail GE’s grounds for such disagreement. Any such

notice of disagreement shall specify those items or amounts as to which GE disagrees (each, a “**Disputed Item**”), and GE shall be deemed to have agreed with all other relevant amounts contained in the Closing Statement and the calculation of NBCU Interim Free Cash Flow, Trailing EBITDA of NBCU and Trailing EBITDA of the Contributed Comcast Businesses set forth therein.

(c) If no notice of disagreement is timely delivered pursuant to Section 2.10(b), then the calculation of NBCU Interim Free Cash Flow, Trailing EBITDA of NBCU and Trailing EBITDA of the Contributed Comcast Businesses set forth in the Closing Statement shall be final and binding for all purposes. If a notice of disagreement shall be duly delivered pursuant to Section 2.10(b), Comcast and GE shall, during the 30 days following such delivery, use their good faith efforts to reach agreement on the Disputed Items. If Comcast and GE are unable to reach such agreement during such period, they shall, within five (5) days thereafter, engage an internationally recognized accounting firm mutually agreed by GE and Comcast (the “**Neutral Accountant**”), pursuant to an engagement agreement executed by GE, Comcast and the Neutral Accountant, to resolve each Disputed Item.

(d) The Neutral Accountant shall be instructed only to, acting as an expert and not as an arbitrator, resolve the Disputed Items. GE and Comcast shall instruct the Neutral Accountant that a final written determination (which determination shall contain the underlying reasoning) of each Disputed Item shall be completed and distributed to GE and Comcast as soon as practicable after the engagement of the Neutral Accountant; *provided* that GE and Comcast shall use commercially reasonable efforts to cause the Neutral Accountant to make a final determination within 30 days from the date the Disputed Item was submitted to the Neutral Accountant. GE and Comcast agree that all known adjustments shall be made without regard to materiality. During the review by the Neutral Accountant, GE and Comcast shall make available or cause to be made available to the Neutral Accountant such individuals and such information, work papers, books and records as may be reasonably required by the Neutral Accountant to make its final determination. The Neutral Accountant shall rely solely on the written submission of GE and Comcast with respect to the matters at issue and shall not undertake an independent investigation. With respect to each Disputed Item, such determination shall not be in excess of the higher, nor less than the lower, of the amounts advocated by either party in such dispute.

(e) The resolution by the Neutral Accountant of any Disputed Item shall be conclusive and binding upon the parties, absent manifest error. The parties hereto agree that the procedure set forth in this Section 2.10 for resolving any Disputed Item shall be the sole and exclusive method for resolving any such disputes.

(f) The fees and expenses of the Neutral Accountant shall be borne 50% by GE and 50% by Comcast.

(g) Comcast and GE agree that they will cooperate and assist in the preparation of the Closing Statement, the calculation of NBCU Interim Free Cash Flow, Trailing EBITDA of NBCU and Trailing EBITDA of the Contributed Comcast Businesses, and in the conduct of the reviews referred to in this Section 2.10, including the making available to the extent necessary of books, records, work papers and personnel.

Section 2.11. *Adjustments.* Within five (5) Business Days following the final resolution of each of NBCU Interim Free Cash Flow, Trailing EBITDA of NBCU and Trailing EBITDA of the Contributed Comcast Businesses (with such final resolution being deemed not to occur until all Disputed Items have been finally resolved), the applicable parties will make such cash payments, modify or cancel any applicable GE Note or Comcast Note, and execute or deliver any applicable GE Note or Comcast Note, in each case as required in order that, as a result of the actions taken pursuant to this Section 2.11, (i) on a net basis after giving effect to any applicable payments made or received at Closing and any other payment that would be required to be made or received pursuant to this Section 2.11, each applicable party has paid or received the appropriate cash amount that would have been paid or received by such party if the payments at Closing had been calculated based on the final amounts of all applicable items (rather than estimated amounts); *provided* that any payments to be made pursuant to this Section 2.11 by or to the stockholders of NBCU as of the time that the NBCU Dividend was paid shall be made in full by or to GE, as applicable, and (ii) each of GE and Comcast will hold a GE Note or Comcast Note, if applicable, with a principal amount equal to the principal amount of the GE Note or Comcast Note, as applicable, that would have been issued at Closing if such issuance at Closing had been based on the final amounts of all applicable items (rather than estimated amounts). Any cash amount required to be paid pursuant to this Section 2.11 shall be paid by wire transfer of immediately available funds to an account designated by the party entitled to receive such funds and shall bear interest from and including the Closing Date to but excluding the date of payment at a rate per annum equal to the 3-month London Interbank Offered Rate as of 11:00 am London time on the Closing Date. Such interest shall be payable at the same time as the payment to which it relates and shall be calculated daily on the basis of a year of 365 days and the actual number of days elapsed.

### ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF NBCU

NBCU hereby represents and warrants to Newco and Comcast that, except as set forth in the NBCU Disclosure Letter:



Section 3.01. *Incorporation, Qualification and Authority.* (a) NBCU is a corporation and, after the NBCU Conversion, will be a limited liability company duly organized, validly existing and in good standing under the Laws of Delaware and has all necessary power to enter into, consummate the transactions contemplated by, and carry out its obligations under, the Transaction Agreements to which it is a party. NBCU is duly qualified as a foreign corporation or other organization to do business, and, to the extent legally applicable, is in good standing, in each jurisdiction where the character of its owned, operated or leased properties or the nature of its activities makes such qualification necessary, except for jurisdictions where the failure to be so qualified or in good standing would not reasonably be expected to, individually or in the aggregate, have a NBCU Material Adverse Effect.

(b) The execution, delivery and performance by NBCU of the Transaction Agreements to which it is party and the consummation by NBCU of the transactions contemplated by, and the performance by NBCU under, the Transaction Agreements to which it is party, have been duly authorized by all requisite action on the part of NBCU and the stockholders of NBCU, subject to the approval of the NBCU Board of Directors (which shall be obtained in accordance with Section 6.05(e)). This Agreement has been and, upon execution and delivery, the other Transaction Agreements to which NBCU is a party will be, duly executed and delivered by NBCU, and (subject to the approval of the NBCU Board of Directors (which shall be obtained in accordance with Section 6.05(e)) and assuming due authorization, execution and delivery by the other parties hereto and thereto) this Agreement constitutes and, upon execution and delivery, the other Transaction Agreements to which NBCU is party will constitute, legal, valid and binding obligations of NBCU, enforceable against NBCU in accordance with their terms, subject to the effect of any applicable Laws relating to bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or preferential transfers, or similar Laws relating to or affecting creditors' rights generally and subject, as to enforceability, to the effect of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

Section 3.02. *Incorporation and Qualification of the NBCU Entities.* (a) Except as would not reasonably be expected to, individually or in the aggregate, have a NBCU Material Adverse Effect, each of the NBCU Entities (other than NBCU) is a corporation or other organization duly incorporated or organized, validly existing and, to the extent legally applicable, in good standing under the Laws of its jurisdiction of incorporation or organization. Each of the NBCU Entities (other than NBCU) has the requisite power and authority to operate its business as now conducted, is duly qualified as a foreign corporation or other organization to do business and, to the extent legally applicable, is in good standing in each jurisdiction where the character of its owned, operated or leased properties or the nature of its activities makes such qualification necessary, except

for jurisdictions where the failure to be so qualified or in good standing would not reasonably be expected to, individually or in the aggregate, have a NBCU Material Adverse Effect.

(b) The organizational documents of each NBCU Entity (other than NBCU) are in full force and effect. No NBCU Entity (other than NBCU) is in violation of any of the provisions of its organizational documents. NBCU has previously made available to Comcast complete and correct copies of the organizational documents of each of the NBCU Entities that as of December 31, 2008 owned assets with an aggregate value in excess of \$10 million or had revenue for the fiscal year ended December 31, 2008 in excess of \$10 million, each of which is listed on Section 3.02(b) of the NBCU Disclosure Letter (the “**Material NBCU Entities**”), as amended through the date hereof.

Section 3.03. *Capital Structure of NBCU, the NBCU Entities and Other Equity Interests.* (a) Section 3.03(a) of the NBCU Disclosure Letter sets forth the ownership percentages of each class of capital stock or other equity interests outstanding of NBCU and each of the other Material NBCU Entities held by GE or its Subsidiaries, except for changes resulting from the consummation of the NBCU Restructuring. All of the outstanding shares or other equity interests of NBCU and each of the other NBCU Entities have been duly authorized and validly issued, and are fully paid (solely with respect to any NBCU Entity that is a corporation) and nonassessable and were not issued in violation of any preemptive rights or any Law (including any federal or state securities Laws). There are no options, warrants or rights of conversion or other rights, agreements, arrangements or commitments obligating NBCU or any of the other NBCU Entities to issue, sell, purchase, return or redeem any of its shares, other equity interests or securities convertible into or exchangeable for its shares or other equity interests or any shares or other equity interests of NBCU or any of the other NBCU Entities. NBCU owns, directly or indirectly, the equity interests in the other NBCU Entities, free and clear of all Liens, except any Liens arising out of, under or in connection with this Agreement. There are no voting trusts, stockholder agreements, proxies or other agreements in effect with respect to the voting or transfer of the shares or other equity interests of NBCU or any of the other NBCU Entities.

(b) Section 3.03(b) of the NBCU Disclosure Letter sets forth the name and jurisdiction of each Person that (i) is not GE or a Subsidiary of GE but in which GE or any of its Subsidiaries holds an equity interest having a value of \$1 million or more as reflected on the unaudited consolidated balance sheet of NBCU and its consolidated Subsidiaries as of June 30, 2009 and (ii) operates within the scope of the NBCU Businesses (“**NBCU Minority Interests**”). All of the NBCU Minority Interests are owned, directly or indirectly, by a NBCU Transferor or a NBCU Entity, free and clear of any Liens (other than Permitted Liens, any restrictions under the Securities Act and other applicable securities

Laws or other Liens provided by the agreements or organizational documents of such entity). None of the NBCU Transferors or any of the NBCU Entities has any obligation, contingent or otherwise, to fund or participate in the debts of any Person in which any NBCU Transferor or NBCU Entity holds a NBCU Minority Interest.

Section 3.04. *No Conflict.* Provided that all consents, approvals, authorizations and other actions described in Section 3.05 and Section 4.03 have been obtained or taken, the execution, delivery and performance of this Agreement by NBCU and the other Transaction Agreements to which NBCU is or will at Closing be a party, and the consummation by NBCU of the transactions contemplated hereby and thereby, do not and will not (a) violate or conflict with any of the articles of incorporation or bylaws or similar organizational documents of NBCU or any other NBCU Entities, (b) conflict with or violate any Law or Governmental Order applicable to NBCU or any other NBCU Entities or any of their respective properties (including the NBCU Assets), or (c) result in any breach of, or constitute a default (or an event which, with the giving of notice or lapse of time, or both, would become a default) under, or give to any Person any rights of termination, amendment, acceleration or cancellation of, or result in the creation of any Lien (other than a Permitted Lien) on any of the NBCU Assets pursuant to, or require a consent or approval under any note, bond, mortgage or indenture, contract, agreement, lease, license, permit, franchise or other material instrument to which NBCU or any of the other NBCU Entities is a party or by which any of their respective properties (including the NBCU Assets) is bound or affected; except, in the case of clauses (b) and (c), for any such conflicts, violations, breaches, defaults, rights or Liens as, individually or in the aggregate, have not had and would not reasonably be expected to have a NBCU Material Adverse Effect and would not materially impair or delay the ability of NBCU to consummate the transactions contemplated by, or perform their obligations under, the Transaction Agreements.

Section 3.05. *Consents and Approvals.* The execution, delivery and performance by NBCU of the Transaction Agreements to which it is or will at Closing be parties do not, and the performance by NBCU of, and the consummation by NBCU of the transactions contemplated by, the Transaction Agreements (including the transactions contemplated by Section 6.14) will not, require any consent, approval, authorization or other action by, or any filing with or notification to, any Governmental Authority, except (a) in connection, or in compliance, with the notification and waiting period requirements of the HSR Act and applicable filings or approvals under non-U.S. antitrust and competition Laws, (b) in connection, or in compliance, with the applicable requirements of the U.S. Communications Act of 1934, as amended, and the rules, regulations, orders and policies of the U.S. Federal Communications Commission or any successor agency thereto (the “**FCC**”) thereunder (collectively, the “**Communications Act**”) and applicable filings or approvals under non-U.S. Laws governing the

regulation of telecommunications and broadcasting, (c) where the failure to obtain such consent, approval, authorization or action or to make such filing or notification has not had and would not reasonably be expected to have, individually or in the aggregate, a NBCU Material Adverse Effect and would not materially impair or delay the ability of NBCU to consummate the transactions contemplated by, or perform its obligations under, the Transaction Agreements to which it is a party and (d) as may be required as a result of any facts or circumstances relating to Comcast or its Affiliates.

Section 3.06. *Financial Information; Accounting Controls; Absence of Undisclosed Liabilities.* (a) Section 3.06(a) of the NBCU Disclosure Letter sets forth (i) the audited consolidated balance sheets of NBCU and its consolidated Subsidiaries as of December 31, 2008 (the “**NBCU Reference Balance Sheet**”) and December 31, 2007, (ii) the related audited consolidated statements of earnings, shareholders’ equity and cash flows for the years ended December 31, 2008 and December 31, 2007 and (iii) the unaudited consolidated balance sheet of NBCU and its consolidated Subsidiaries as of June 30, 2009 and the related consolidated statements of earnings, shareholders’ equity and cash flows of NBCU and its consolidated Subsidiaries for the six month period then ended (the balance sheets and statements referred to in clauses (i), (ii) and (iii) being herein collectively referred to as the “**NBCU Financial Statements**”). The NBCU Financial Statements have been prepared in all material respects in accordance with U.S. GAAP (except with respect to the unaudited balance sheet and statements, for the absence of notes and normal recurring year-end adjustments that, individually or in the aggregate, would not be material) and present fairly, in all material respects, the financial position and the results of operations and cash flows of NBCU and its consolidated Subsidiaries at their respective dates and for the periods covered by such statements.

(b) The NBCU Entities have maintained systems of internal accounting controls with respect to the NBCU Businesses sufficient to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for NBCU. NBCU has implemented disclosure controls and procedures designed to ensure that material information relating to the NBCU Businesses is made known to the management of NBCU by others within the NBCU Businesses.

(c) The information in any databases maintained by any NBCU Transferor or NBCU Entity to track licensing of Library Pictures for television and home video worldwide relating to the Library of the NBCU Transferors and the NBCU Entities has been maintained by the NBCU Transferors and the NBCU Entities in the ordinary course of business, is derived from the books and records and the Exploitation Agreements of the NBCU Transferors and the NBCU Entities, and is relied on by the NBCU Transferors and the NBCU Entities in conducting the NBCU Businesses.

(d) Except (i) as set forth in the NBCU Financial Statements, (ii) Liabilities incurred in the ordinary course of business consistent with past practice since the date of the NBCU Reference Balance Sheet, (iii) Excluded NBCU Liabilities, (iv) Liabilities for Taxes, which are exclusively governed by the Tax Matters Agreement, and (v) Liabilities that would not reasonably be expected to have, individually or in the aggregate, a NBCU Material Adverse Effect, there are no Liabilities of the NBCU Transferors, the NBCU Entities or otherwise relating to the NBCU Businesses required under U.S. GAAP to be reflected in the NBCU Financial Statements.

Section 3.07. *Absence of Certain Changes or Events.* Except as contemplated by this Agreement, (a) since January 1, 2009, (i) the NBCU Businesses have been conducted in the ordinary course consistent with past practice and (ii) there has not occurred any event, change, occurrence or circumstance that, individually or in the aggregate, has had or would reasonably be expected to have a NBCU Material Adverse Effect and (b) from January 1, 2009 to the date hereof, none of GE or any of its Subsidiaries have taken any action that, individually or in the aggregate, would materially impair or delay the ability of NBCU or the NBCU Transferors to consummate the transactions contemplated by, or perform their obligations under, the Transaction Agreements.

Section 3.08. *Absence of Litigation.* No Actions are pending or, to the Knowledge of NBCU, threatened against the NBCU Transferors or any NBCU Entity or any of their respective properties or assets, and since January 1, 2007, no NBCU Transferor nor any NBCU Entity has received any subpoena or notice of any claim or investigation that (a) has had or would reasonably be expected to have, individually or in the aggregate, a NBCU Material Adverse Effect or (b) would reasonably be expected to prevent or materially impair or delay the consummation of the transactions contemplated hereby, nor is there any Governmental Order outstanding against, or, to the Knowledge of NBCU, any investigation by any Governmental Authority, involving any NBCU Transferors or any NBCU Entities or any of their respective properties or assets, that would reasonably be expected to prevent or materially impair or delay the consummation of the transactions contemplated hereby.

Section 3.09. *Compliance with Laws.* Excluding employment and employee benefits matters (which are covered in Section 3.15) and Taxes (which are covered by the Tax Matters Agreement), none of the NBCU Transferors or NBCU Entities is in violation of any Laws or Governmental Orders applicable to the conduct of the NBCU Businesses by it or by which any NBCU Asset is bound or affected, and since January 1, 2008 no NBCU Transferor or NBCU Entity has received any notice from any Governmental Authority alleging any conflict with, or violation or breach of, any such Law or Governmental Order, in each case, except for violations the existence of which has not had, and would not

reasonably be expected to have, individually or in the aggregate, a NBCU Material Adverse Effect.

Section 3.10. *Governmental Licenses and Permits.* (a) This Section 3.10 does not address employment and employee benefits matters (which are covered in Section 3.15) and Taxes (which are covered by the Tax Matters Agreement). Each of the NBCU Transferors and the NBCU Entities is in compliance in all material respects with all Laws applicable to the ownership of their respective assets and properties and the operation of the NBCU Businesses, and since January 1, 2008, no NBCU Transferor or NBCU Entity has received any notice from any Governmental Authority alleging any material conflict with, material violation or breach of or material default under any such Law.

(b) Each of the NBCU Transferors and NBCU Entities has all permits, licenses, permissions, franchises, and amendments thereto, from any Governmental Authority (including FCC Licenses) necessary for the ownership and operation of the NBCU Businesses (the “**NBCU Licenses**”). Each of the NBCU Transferors and NBCU Entities is in compliance in all material respects with the terms of the NBCU Licenses, and no NBCU Transferors or NBCU Entities have received any notice from any Governmental Authority alleging any material conflict with or violation or breach of any NBCU License.

(c) Section 3.10(c) of the NBCU Disclosure Letter sets forth a complete list of the material FCC Licenses held by the NBCU Transferors and NBCU Entities (the “**NBCU FCC Licenses**”) currently in effect and all applications pending before any Governmental Authority with respect to the NBCU FCC Licenses or the Stations. The NBCU FCC Licenses are in full force and effect and are not subject to any restrictions or conditions other than those generally affecting such type of NBCU FCC License. The NBCU Transferors and NBCU Entities have filed all reports, notifications and filings with the FCC necessary to maintain all NBCU FCC Licenses in full force and effect, have timely paid all FCC regulatory fees with respect thereto and, to the Knowledge of NBCU, there are no facts, events or conditions based upon which the FCC might reasonably be expected to revoke, suspend, cancel, rescind, terminate, require the disposition of, or fail to renew any of the NBCU FCC Licenses or fail to grant any pending FCC application or petition for a NBCU FCC License. The NBCU Transferors and NBCU Entities maintain public files for the Stations as required by FCC rules. The NBCU Transferors and NBCU Entities are operating only those facilities of the NBCU Businesses for which an appropriate FCC authorization has been obtained and such operation is in compliance with such authorization in all material respects.

(d) Section 3.10(d) of the NBCU Disclosure Letter lists each of the full-power and Class A television stations owned and operated by the NBCU Transferors and NBCU Entities (the “**Stations**”) and, except with respect to the

Class A Stations, provides information concerning carriage (or non-carriage) of each such station by (i) the cable television systems serving its local television market (as defined in Section 76.55 of the rules and regulations of the FCC, 47 CFR Section 76.55) and (ii) satellite carriers providing local-into-local television service (as defined in Section 76.66 of the rules and regulations of the FCC, 47 CFR Section 76.66). With respect to each Station (other than the Class A Stations), each of the NBCU Transferors and NBCU Entities, during the period of ownership of such Station by such NBCU Transferors or NBCU Entities in accordance with Section 76.64 of the FCC Rules (47 CFR Section 76.64), has made the required election between retransmission consent or must carry status with respect to each multi-channel video programming distributor serving all or any part of the television market (as defined by the FCC) of such Station. The Stations, their respective physical facilities, electrical and mechanical systems and transmitting and studio equipment are being operated in compliance with the applicable FCC Licenses and the requirements of the Communications Act in all material respects. The NBCU Transferors, NBCU Entities and Stations are in compliance, in all material respects, with all requirements of the FCC and the Federal Aviation Administration with respect to the construction and/or alteration of the antenna structures owned by any of the NBCU Transferors (to the extent used or held for use in connection with the NBCU Businesses), NBCU Entities or Stations, and, to the Knowledge of NBCU, with respect to the construction and/or alteration of the antenna structures used, but not owned by any of the NBCU Transferors, NBCU Entities or Stations.

(e) No application, action or proceeding is pending for the renewal or modification of any NBCU FCC Licenses and, except for actions or proceedings affecting such type of NBCU FCC License generally, no application, complaint, action or proceeding is pending or, to the Knowledge of NBCU, threatened that seeks or is reasonably likely to result in (i) the denial of an application for renewal of a NBCU FCC License, (ii) the revocation, adverse modification, non-renewal or suspension of any of the NBCU FCC Licenses, (iii) the issuance of a material cease-and-desist order or (iv) the imposition of any material administrative or judicial sanction with respect to any of the Stations. There is not now issued, outstanding, pending or, to the Knowledge of NBCU, threatened, by or before the FCC or any Governmental Authority, any order to show cause, notice of violation, notice of apparent liability, notice of forfeiture or complaint with respect to any of the NBCU FCC Licenses or the Stations that has had or would reasonably be expected to have, individually or in the aggregate, a NBCU Material Adverse Effect.

Section 3.11. *Sufficiency of the NBCU Assets; Liens.* (a) On the Closing Date (including after giving effect to the transactions contemplated by Section 6.14) and assuming receipt of all consents, approvals and authorizations relating to the matters set forth in Sections 3.04 and 3.05 of the NBCU Disclosure Letter or as contemplated by Section 3.05), the NBCU Assets will, taking into account

all Ancillary Agreements and Third Party Rights, constitute all of the assets (other than Intellectual Property) necessary to conduct the NBCU Businesses immediately following the Closing in all material respects as it is conducted on the date of this Agreement and on the Closing Date; *provided, however*, that nothing in this Section 3.11 shall be deemed to constitute a representation or warranty as to the adequacy of the amounts of cash or working capital (or the availability of the same); and *provided, further*, that this Section 3.11(a) shall not be deemed to be breached as a result of any action by NBCU with respect to which Comcast has provided its specific consent (including pursuant to Section 6.01(a)).

(b) Except for Taxes, which are exclusively governed by the Tax Matters Agreement, and Permitted Liens, the NBCU Assets (other than the NBCU Real Properties, which are the subject of Section 3.16 and the NBCU Owned Intellectual Property, which is the subject of Section 3.12) are owned by or otherwise made available to the NBCU Transferors or NBCU Entities, as the case may be, free and clear of all Liens.

(c) The NBCU Transferors and the NBCU Entities have maintained the material tangible NBCU Assets (*e.g.*, theme park rides and other NBCU Assets of comparable significance) in accordance with applicable industry standards, ordinary wear and tear excepted.

Section 3.12. *Intellectual Property.* (a) (i) The NBCU Transferors and the NBCU Entities own sole and exclusive title to the Patents included in the NBCU Owned Intellectual Property. To the Knowledge of NBCU, the NBCU Transferors and the NBCU Entities own sole and exclusive title to (x) the Copyrights included in the NBCU Owned Intellectual Property to the extent of their ownership interest, and (y) all NBCU Owned Intellectual Property (other than the Patents and Copyrights included therein).

(ii) The NBCU Owned Intellectual Property is owned by the NBCU Transferors or the NBCU Entities, as the case may be, free and clear of all Liens, other than Permitted Liens.

(iii) The NBCU Intellectual Property, the applicable Third Party Rights, together with the rights to be conveyed pursuant to the GE Intellectual Property Cross License Agreement and the Intellectual Property rights of Newco contemplated under the other Ancillary Agreements, constitute all material Intellectual Property in use by, and necessary for the operation of, the NBCU Businesses as currently conducted, assuming receipt of the relevant consents, approvals and authorizations relating to the matters set forth in Section 3.04 of the NBCU Disclosure Letter; *provided, however*, that this Section 3.12(a)(iii) shall not be deemed to be breached as a result of any action by NBCU



with respect to which Comcast has provided its specific consent (including pursuant to Section 6.01(a)).

(b) To the Knowledge of NBCU, the operation and conduct of the NBCU Businesses as currently conducted do not infringe upon, misappropriate or otherwise violate the valid and enforceable Intellectual Property, moral rights or neighboring rights of any third party in any material respect.

(c) No Actions brought by GE or any of its Subsidiaries (including any NBCU Entity) are pending against any Person, and no Person has received any subpoena or written notice of any claim or investigation from GE or any of its Subsidiaries (including any NBCU Entity), alleging that such Person is infringing upon, misappropriating or otherwise violating in any material respect the NBCU Owned Intellectual Property or the NBCU Technology, except for such infringements, misappropriations or violations that arise from the unauthorized reproduction, performance or distribution by peer-to-peer file sharing, other online piracy or illegal hard disk counterfeiting.

(d) No Actions are pending or, to the Knowledge of NBCU, threatened against any of the NBCU Transferors or NBCU Entities or any of their respective properties or assets, and no NBCU Transferor or NBCU Entity has received any subpoena or written notice of any claim or investigation, alleging that the operation or conduct of the NBCU Businesses by any of the NBCU Transferors or NBCU Entities infringes upon, misappropriates or otherwise violates any Intellectual Property of any third party in any material respect. There are no suits, actions or proceedings pending or, to the Knowledge of NBCU, threatened against any of the NBCU Transferors or NBCU Entities with respect to the validity, title or ownership of any material NBCU Owned Intellectual Property.

(e) (i) Section 3.12(e)(i) of the NBCU Disclosure Letter sets forth a true and complete list of all NBCU Registered IP (other than any registrations or applications for registration of Copyrights).

(ii) All maintenance fees for the NBCU Registered IP have been paid (except with respect to NBCU Registered IP which the NBCU Transferors and the NBCU Entities have abandoned or permitted to lapse in the ordinary course of business) and the NBCU Registered IP remains in full force and effect, in each case to the extent such NBCU Registered IP is material to the NBCU Businesses.

(iii) The NBCU Transferors and the NBCU Entities have taken all commercially reasonable steps to protect and maintain the NBCU Owned Intellectual Property that, in their reasonable business judgment, they have determined to be necessary or advisable for such protection or maintenance and, where reasonably necessary as of the date hereof, each

item of the NBCU Owned Intellectual Property that is material to the NBCU Businesses has been duly registered with, filed in or issued by, as the case may be, the U.S. Patent and Trademark Office, the U.S. Copyright Office, the applicable domain name registrar or the corresponding authorities in foreign jurisdictions, to the extent necessary to ensure full protection under any applicable Law.

(f) Except for the GE Name and GE Marks, all GE Intellectual Property and GE Technology owned by GE and its Subsidiaries that is or has been used, held for use or Contemplated to be used in the NBCU Businesses has been licensed to Newco pursuant to the GE Intellectual Property Cross License Agreement. As of the date hereof, neither the GE Name nor the GE Marks are used in the NBCU Businesses other than certain de minimis or insignificant uses in stationary, powerpoints, promotional brochures, and other promotional correspondence.

(g) Each of the NBCU Transferors and the NBCU Entities has taken security measures reasonable in the industry in which it operates to protect the secrecy, confidentiality and value of all Trade Secrets included in the NBCU Intellectual Property and/or the NBCU Technology.

(h) The consummation of the transactions contemplated by this Agreement would not reasonably be expected to: (i) restrict, limit, invalidate, impair, alter, extinguish, result in the loss of or otherwise adversely affect any right, title or interest of Newco or any of the NBCU Entities in any NBCU Owned Intellectual Property or NBCU Technology, or its rights to use any NBCU Licensed Intellectual Property, in each case in a manner that would reasonably be expected to be material to the NBCU Businesses taken as a whole; (ii) grant or require Newco or any of the NBCU Entities to grant to any third party any right with respect to any NBCU Owned Intellectual Property or NBCU Technology, in each case that would reasonably be expected to be material to the NBCU Businesses taken as a whole; (iii) subject Newco or any of the NBCU Entities to an increase in royalties or other payments, in each case that would reasonably be expected to be material to the NBCU Businesses taken as a whole, under any NBCU IP License; (iv) diminish royalties or other payments to which the NBCU Transferors or the NBCU Entities would otherwise be entitled, in each case that would reasonably be expected to be material to the NBCU Businesses taken as a whole, under any NBCU IP License; or (v) result in the breach or, by its terms, termination of any NBCU IP License that is material to the NBCU Businesses taken as a whole. For the avoidance of doubt, the representation set forth in this Section 3.12(h) does not contemplate the manner in which the Business of Newco is to be operated after the Closing.

Section 3.13. *Environmental and Health and Safety Matters.* (a) Except as has not had and would not reasonably be expected to have, individually or in

the aggregate, a NBCU Material Adverse Effect: (i) none of the NBCU Transferors (with respect to the NBCU Entities, the NBCU Assets or the NBCU Businesses), the NBCU Entities or the NBCU Assets (except for the NBCU Leased Real Property) is subject and, to the Knowledge of NBCU, no NBCU Leased Real Property is subject, to a written notice, notification, demand, citation, summons, request for information, investigation or order from, or agreement with, any Governmental Authority, or has been assessed any penalty or fine in the last five (5) years, in each case, relating to any Environmental Law, Environmental Permit or Hazardous Material; (ii) there has been no release, discharge, migration or disposal of Hazardous Materials on, at, to, under or from (including offsite disposal or arrangement for the disposal from) the NBCU Real Properties or, to the Knowledge of NBCU, real properties formerly owned, leased or operated by the NBCU Entities or otherwise used in the NBCU Businesses; (iii) there are no Actions pending or threatened against the NBCU Transferors (with respect to the NBCU Entities, the NBCU Assets or the NBCU Businesses), the NBCU Assets or the NBCU Entities, in each case, relating to any Environmental Law, Environmental Permit or Hazardous Material; (iv) the NBCU Transferors (with respect to the NBCU Assets or the NBCU Businesses), the NBCU Entities, the NBCU Assets and the NBCU Businesses have operated for the last five (5) years and are operating in compliance with applicable Environmental Laws including obtaining and maintaining all Environmental Permits; (v) there are no Liabilities of the NBCU Transferors (with respect to the NBCU Assets or the NBCU Businesses) or the NBCU Entities or otherwise relating to the NBCU Businesses, in each case, with respect to any Environmental Law, Environmental Permit or Hazardous Material; and (vi) there are no financial assurance requirements pertaining to the NBCU Businesses or the NBCU Assets (including, to the Knowledge of NBCU, the NBCU Leased Real Property) under any Environmental Law or Environmental Permit.

(b) All material environmental or health and safety assessments and reports conducted within the last five (5) years by or on behalf of the NBCU Entities or, with respect to the NBCU Real Properties or the NBCU Businesses, the NBCU Transferors, have been furnished or made available to Comcast.

(c) With respect to the NBCU Entities, the NBCU Assets and the NBCU Businesses, the consummation of the transactions contemplated hereby requires no filings to be made or actions to be taken pursuant to the New Jersey Industrial Site Recovery Act or the "Connecticut Property Transfer Law" (Sections 22a-134 through 22-134e of the Connecticut General Statutes).

The representations and warranties made by NBCU in Section 3.07 and Section 3.13 are the only representations and warranties made by NBCU in this Agreement with respect to any matters arising under, or regulated pursuant to, any Environmental Law or Environmental Permit.

Section 3.14. *Significant NBCU Contracts.* (a) Section 3.14(a) of the NBCU Disclosure Letter sets forth a true and complete list of all of the following Contracts to which GE or any of its Subsidiaries (including any of the NBCU Entities) is a party or by which it or any of its properties or assets may be bound as of the date of this Agreement (in each case (x) only with respect to the NBCU Businesses and (y) as amended, supplemented, waived or otherwise modified through the date of this Agreement, collectively, the “**Significant NBCU Contracts**”):

(i) stock purchase agreements or asset purchase agreements that (x) would reasonably be expected to involve aggregate consideration (including any Debt for borrowed money acquired or assumed thereunder) in excess of \$75 million, (y) have not expired by, and have not been terminated in accordance with, their terms, and (z) relate to the prospective acquisition or disposition of any NBCU Assets or the NBCU Businesses;

(ii) Contracts pursuant to which any NBCU Transferor or NBCU Entity currently leases any NBCU Assets (other than leases for NBCU Leased Real Property and Contracts related to transactions involving the Library entered into in the ordinary course of business) and in respect of which the NBCU Transferors and NBCU Entities would reasonably be expected to make, on or after the date hereof, aggregate payments in excess of \$50 million;

(iii) (A) joint venture, partnership and limited liability company operating agreements pursuant to which a NBCU Transferor or any of the NBCU Entities would reasonably be expected to make, on or after the date hereof, aggregate payments in excess of \$75 million, (B) organizational documents of other material joint ventures, partnerships and limited liability companies included in the NBCU Assets and (C) organizational documents or other Contracts relating to other joint ventures, partnerships and limited liability companies included in the NBCU Assets in which GE and its Subsidiaries own an interest with a value in excess of \$25 million, containing rights, agreements, arrangements or commitments obligating any party thereto to issue, sell, purchase, return, convert or redeem any of the shares or other equity interests of such joint venture, partnership or limited liability company or securities convertible into or exchangeable for such shares or other equity securities;

(iv) Contracts prohibiting or materially restricting the ability of any NBCU Transferor or any Material NBCU Entity to (A) engage in any business, (B) sell any products or services to any other Person, (C) operate in any geographical area or (D) compete with or obtain products or services from any Person or prohibit or restrict the ability of any Person to

provide products or services to any NBCU Transferor or any NBCU Entity, in each case, other than (x) exclusivity and channel distribution restrictions contained in Exploitation Agreements or Affiliation Agreements and (y) exclusivity restrictions contained in sourcing agreements that would not reasonably be expected to involve annual payments in excess of \$10 million, in each case (x) and (y), entered into in the ordinary course of business;

(v) Contracts relating to the borrowing of money or extension of credit that would reasonably be expected to involve amounts in excess of \$50 million to which any NBCU Transferor or NBCU Entity is a party;

(vi) Exploitation Agreements (A) pursuant to which the NBCU Transferors and the NBCU Entities would reasonably be expected to receive annual revenue in excess of \$25 million for fiscal year 2009, and/or (B) in respect of which the NBCU Transferors and NBCU Entities would reasonably be expected to make payments in excess of (x) \$25 million in fiscal year 2010 or 2011 or (y) \$100 million in any other fiscal year, other than, in each case under (A) or (B) above, any Contract of the type (disregarding any dollar thresholds, materiality or other qualifiers, restrictions or other limitations applied to such Contract type) described in clause (ix) of this Section 3.14(a);

(vii) Affiliation Agreements representing the top ten (ranked by aggregate distribution fees payable during the nine month period ending on September 30, 2009) programming service distribution agreements;

(viii) “term deals” as commonly understood in the motion picture or television industry pursuant to which the relevant NBCU Transferors and NBCU Entities would reasonably be expected to pay, on or after the date hereof, aggregate compensation in excess of \$10 million;

(ix) each Contract pursuant to which any NBCU Transferor or NBCU Entity licenses any exhibition rights in Programs to third parties for any period ending on or after September 30, 2009 on an output basis (i.e., which grants television exhibition rights to Library Pictures, or films that will become Library Pictures, that will become available for such exhibition during a specified prospective multiyear period of time, and under which not all Library Pictures are specifically identified by title) pursuant to which the relevant NBCU Transferors and NBCU Entities would reasonably be expected to receive annual revenue in excess of \$25 million for fiscal year 2009;

(x) Contracts between any NBCU Transferor or NBCU Entity, on the one hand, and the owners of broadcast television stations in the top

50 designated market areas, on the other hand, pursuant to which NBCU broadcast network programming is provided to and telecast by such broadcast television stations, excluding local broadcast station syndication licenses (the “**Broadcast TV Agreements**”);

(xi) material NBCU IP Licenses, other than any (A) “shrinkwrap” or “clickwrap” licenses or agreements for commercially available off-the-shelf Software, (B) confidentiality agreements made in the ordinary course of business, or (C) any Contract of the type (disregarding any dollar thresholds, materiality or other qualifiers, restrictions or other limitations applied to such Contract type) described in clauses (i)-(x) or (xii)-(xiv) of this Section 3.14(a);

(xii) the Talent Contracts representing, as of the date hereof, the top 10 Talent Contracts (based on the aggregate amount of payments reasonably expected to be made by the relevant NBCU Transferors and NBCU Entities) and the employment agreements of the chief executive officer of NBCU and each of his direct reports (to the extent that such individuals are party to employment agreements);

(xiii) infomercial or similar paid programming Contracts granting any Person the right to program any block of time on the Stations or cable networks included in the NBCU Assets pursuant to which the relevant NBCU Transferors and NBCU Entities would reasonably be expected to receive, on or after the date hereof, aggregate consideration in excess of \$10 million;

(xiv) Contracts for the acquisition, lease or servicing of satellite transponders and other uplink and downlink and terrestrial transmission (including fiber optic) arrangements relating to the distribution of the broadcast and cable networks of the NBCU Businesses and in respect of which the relevant NBCU Transferors and NBCU Entities would reasonably be expected to make, on or after the date hereof, aggregate payments in excess of \$2.5 million;

(xv) the Contracts listed on Section 3.14(a)(xv) of the NBCU Disclosure Letter; and

(xvi) Contracts not of a type (disregarding any dollar threshold amounts, materiality or other qualifiers, restrictions or other limitations applied to such Contract type) described in the foregoing clauses (i) through (xv) that would reasonably be expected to involve payments in excess of \$100 million.

(b) Each Significant NBCU Contract is a legal, valid and binding obligation of the applicable NBCU Transferor or NBCU Entity, as the case may

be, and, to the Knowledge of NBCU, each other party to such Significant NBCU Contract (other than Comcast or its Affiliates), and is enforceable against the applicable NBCU Transferor or NBCU Entity, as the case may be, and, to the Knowledge of NBCU, each such other party (other than Comcast or its Affiliates), in accordance with its terms subject, in each case, to the effect of any applicable Laws relating to bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or preferential transfers, or similar Laws relating to or affecting creditors' rights generally and subject, as to enforceability, to the effect of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law). Assuming the receipt of all consents or approvals required in connection with the consummation of the transactions contemplated by this Agreement pursuant to the Contracts set forth on Section 3.04 of the NBCU Disclosure Letter, neither the NBCU Transferors nor the NBCU Entities nor, to the Knowledge of NBCU, any other party to a Significant NBCU Contract is in material default or material breach of a Significant NBCU Contract, and there does not exist any event, condition or omission that would constitute such a material default or material breach (whether by lapse of time or notice or both) under any Significant NBCU Contract on the part of any NBCU Transferor or NBCU Entity or, to the Knowledge of NBCU, any other Person (other than Comcast or its Affiliates). NBCU has made available to Comcast complete copies of all written Significant NBCU Contracts, together with any amendments thereto, and accurate descriptions of all material terms of any oral Significant NBCU Contracts, in each case, other than the Contracts listed on Section 3.14(b) of the NBCU Disclosure Letter. Section 3.14(b) of the NBCU Disclosure Letter sets forth a list of Significant NBCU Contracts with respect to which NBCU has made available to Comcast descriptions of certain provisions. All such descriptions are accurate and complete.

(c) None of the NBCU Transferors or the NBCU Entities has received, within the three (3) years ending on the date hereof, any written notice of any violation or breach of any MFN included in any Affiliation Agreement.

(d) Neither NBCU nor any of its Subsidiaries is a party to or bound by and the NBCU Assets do not contain any Contract that, by its terms, would bind Affiliates of Newco (other than the NBCU Entities) with respect to their business operations after giving effect to the Closing. NBCU has made available to Comcast accurate and complete copies of the provisions referenced on Section 3.14(d) of the NBCU Disclosure Letter.

Section 3.15. *Employment and Employee Benefits Matters.* (a) Section 3.15(a) of the NBCU Disclosure Letter sets forth a list, as of the date hereof, of all material NBCU Employee Plans and separately identifies (i) the material NBCU Parent Plans, (ii) the material NBCU Subsidiary Plans (other than NBCU Multiemployer Plans), (iii) the NBCU Multiemployer Plans covering 50 or more active NBCU Employees employed in the United States and the material NBCU

Multiemployer Plans covering NBCU Employees employed outside of the United States, (iv) the NBCU Employee Plans (other than NBCU Multiemployer Plans) constituting plans subject to Title IV of ERISA or other defined benefit pension plans covering 50 or more NBCU Employees, (v) each NBCU Employee Plan (other than any Multiemployer Plan) that provides for post-retirement medical coverage for 50 or more NBCU Employees (excluding coverage as required to avoid an excise tax under section 4980B of the Code, coverage through the end of the calendar month in which retirement occurs, post-employment coverage under a medical expense reimbursement account and coverage during any severance benefits period), and (vi) to the Knowledge of NBCU, the principal labor agreements covering the current material terms and conditions of employment with each union or labor organization, collective bargaining unit, works council or other employee representative that applies to NBCU Employees. NBCU has previously made available to Comcast a true and complete copy of each NBCU Employee Plan (other than Multiemployer Plans) covering NBCU Employees employed in the United States and a summary or written description of each material NBCU Employee Plan applicable to NBCU Employees employed in countries other than the United States.

(b) To the Knowledge of NBCU, as of the date hereof, no NBCU Multiemployer Plan is in critical, endangered, or seriously endangered status as described in Section 305 of ERISA, as amended by the Pension Protection Act of 2006.

(c) Each NBCU Employee Plan (and, as of the date hereof, with respect to any Multiemployer Plan, solely to the Knowledge of NBCU without any inquiry) that is intended to be qualified under Section 401(a) of the Code has received a favorable determination letter from the IRS that it is so qualified, and each related trust that is intended to be exempt from federal income Tax pursuant to Section 501(a) of the Code has received a determination letter from the IRS that it is so exempt, and no event has occurred since the date of such determination letter that would reasonably be expected to adversely affect such qualification or exemption, as the case may be. Each NBCU Employee Plan (other than any Multiemployer Plan) that is required to be registered in order to obtain tax-approved, favored or qualified status in the relevant jurisdiction has been registered or, where applicable, accepted for registration, and has been maintained in good standing with applicable Governmental Authorities, except as would not reasonably be expected to have a NBCU Material Adverse Effect.

(d) With respect to each NBCU Employee Plan (other than any Multiemployer Plan) subject to Title IV of ERISA, there is no liability incurred under Title IV of ERISA that has not been satisfied in full (other than premiums to the Pension Benefit Guaranty Corporation which are not past due or amounts reflected in the NBCU Financial Statements). None of the NBCU Assets is the subject of any Lien arising under ERISA or Section 412 of the Code. With



respect to each NBCU Employee Plan (other than any Multiemployer Plan) that is a registered pension plan, no Person has (i) withdrawn any funds from the plan; (ii) merged any of the plans with another registered pension plan; (iii) transferred assets from another registered pension plan to the plan; (iv) taken a contribution holiday in respect of the plan; or (v) used assets from the plan to pay administrative expenses of the plan, except, in each such case, (A) in accordance with terms of the respective plan (and any applicable funding agreement) and applicable Law; or (B) as to which there is no material Liability.

(e) Each NBCU Employee Plan (other than Multiemployer Plans) is now and has been operated in all material respects in accordance with its terms and the requirements of all applicable Laws.

(f) There are no material controversies (other than routine benefit claims for benefits in the ordinary course) pending or, to the Knowledge of NBCU, threatened in connection with any NBCU Subsidiary Plan (other than any Multiemployer Plan) or, except as would not reasonably be expected to have a NBCU Material Adverse Effect, any other NBCU Employee Plan (other than any Multiemployer Plan).

(g) None of the NBCU Transferors, the NBCU Entities or their respective Affiliates has breached or otherwise failed to comply in any material respect with the provisions of any collective bargaining, works council or similar employee representative agreement, and as of the date hereof there are no material grievances or arbitrations outstanding thereunder. There are no formal organizational campaigns, corporate campaigns, petitions, demands for recognition via card-check or, to the Knowledge of NBCU, other material unionization activities seeking recognition of a bargaining unit in the NBCU Businesses. As of the date hereof, there are no material unfair labor practice charges, grievances, pending arbitrations, or other complaints or union representation questions before the National Labor Relations Board or other labor board or Governmental Authority that could materially affect NBCU Employees and would reasonably be expected to result in a material Liability to the Newco Group.

(h) As of the date hereof, there are no current or, to the Knowledge of NBCU, threatened material strikes, slowdowns or work stoppages, and no such material strike, slowdown or work stoppage has occurred within the three years preceding the date hereof. Except as would not reasonably be expected to result in a material Liability to the NBCU Businesses, the NBCU Transferors, the NBCU Entities and their respective Affiliates have, in all material respects, informed and consulted with their respective employee representative bodies to the degree required by applicable Laws and applicable collective bargaining, works council or similar employee representative agreements, including but not limited to the transactions contemplated by this Agreement.

(i) Each of the NBCU Transferors, the NBCU Entities and their respective Affiliates (in the case of the NBCU Transferors and their Affiliates that are not NBCU Entities, with respect to NBCU Employees only) are in compliance in all material respects with all applicable Laws relating to the employment of NBCU Employees (including employment or labor standards, labor relations, human rights, immigration, workers' compensation, severance payment, payment of wages, the WARN Act and any similar state or local law, classification of independent contractor or other non-employee status and of exempt and non-exempt employees, pay equity, data protection and Automatic Transfer Legislation) and, except for amounts reflected in the NBCU Financial Statements or non-compliance which would not result in a material Liability to NBCU or any of its Affiliates, have timely paid in full all wages, salaries, benefits, commissions and other compensation, and all levies, assessments, contributions and payments to third parties (including social security or social insurance, housing fund, employment insurance, income tax, employer health tax, workers compensation, Multiemployer Plan contributions, or payments of its contributions with respect to social security agencies, family benefits agencies and any retirement and unemployment related agencies or other payments of tax and social security payments to Governmental Authorities) due to or on behalf of the NBCU Employees. Except for accrued amounts that are not past due and non-compliance which would not reasonably be expected to result in a material Liability to NBCU or any of its Affiliates, each of the NBCU Transferors, the NBCU Entities and their respective Affiliates has withheld, and paid to the relevant Governmental Authority, proper and accurate amounts from salaries and wages due to the NBCU Employees in due compliance in all material respects with relevant tax withholding provisions. No material claim with respect to payment of wages, salary or overtime pay has been asserted, or is now pending or, to the Knowledge of NBCU, threatened before any Governmental Authority, with respect to NBCU Employees, and there is no charge or proceeding with respect to a material violation of any occupational safety or health standards that has been asserted or is now pending or, to the Knowledge of NBCU, threatened with respect to the NBCU Businesses. No material charge of discrimination in employment or employment practices for any reason, including age, gender, race, religion or other legally protected category, has been asserted or is now pending or, to the Knowledge of NBCU, threatened before the United States Equal Employment Opportunity Commission or other Governmental Authority by NBCU Employees. As of the date hereof, none of the NBCU Transferors, the NBCU Entities or their respective Affiliates (in the case of the NBCU Transferors and their Affiliates that are not NBCU Entities, with respect to NBCU Employees only) is subject to any pending investigation from any labor inspection or similar Governmental Authority which could reasonably be expected to result in any material payment. There is no other material Action existing, pending or, to the Knowledge of NBCU, threatened by NBCU Employees against any NBCU Transferor, any NBCU Entity or any of their respective Affiliates, and there are

no matters that would reasonably be expected to give rise to any such material Actions.

(j) To the Knowledge of NBCU, no NBCU Employee has been, is or will be, by performing services for the Newco Group, in violation of any term of any employment, invention disclosure or assignment, confidentiality, nondisclosure agreement, noncompetition agreement or other restrictive covenant or any order, other than any violation that would not have a material Liability.

(k) In the event the services of each NBCU Employee who, as of the date hereof, is a party to a NBCU Employee Agreement set forth in Section 3.14 of the NBCU Disclosure Letter was terminated on January 1, 2010, the aggregate amount of such NBCU Employees' severance or termination pay or claim for damages to the extent attributable solely to annual base salary is set forth in Section 3.15(k) of the NBCU Disclosure Letter. Section 3.15(k) of the NBCU Disclosure Letter sets forth a list of all NBCU Employee Plans (other than any Multiemployer Plan) pursuant to which any amounts or benefits may become vested or payable, funded, increased or accelerated, as a result of the consummation of the transactions contemplated by this Agreement (either alone or in combination with any other event or events), including, as to any such NBCU Employee Plan constituting an employee pension benefit plan, any employer debt under Section 75 of the Pensions Act 1995, any withdrawal or termination penalty, or other similar penalty. There are no NBCU Employee Plans (other than any Multiemployer Plan) which provide for the payment of any amount (whether in cash or property or the vesting of property) as a result of any of the transactions contemplated by this Agreement (either alone or in combination with any other event or events) that would give rise to a material payment that is nondeductible by reason of Section 280G.

Section 3.16. *NBCU Real Property.* (a) Section 3.16(a) of the NBCU Disclosure Letter sets forth a list, as of the date hereof, of all of the material NBCU Owned Real Properties and the material NBCU Leased Real Properties.

(b) As of the date hereof, the NBCU Transferors or the NBCU Entities have good and valid fee simple title to all material NBCU Owned Real Property and valid leasehold title to the leasehold estate (as lessee or sublessee) in all material NBCU Leased Real Property, in each case free and clear of all Liens except for Permitted Liens.

(c) (i) All leases and subleases for the material NBCU Leased Real Property under which any of the NBCU Transferors or NBCU Entities is a lessee or sublessee are in full force and effect and are enforceable, in all material respects, in accordance with their respective terms, subject to the effect of any applicable Laws relating to bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or preferential transfers, or similar Laws relating to or

affecting creditors' rights generally and subject, as to enforceability, to the effect of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), and (ii) no written notices of material default under any such lease or sublease have been sent or received by any NBCU Transferors or NBCU Entities.

(d) None of the NBCU Transferors or NBCU Entities has received any written notice from any Governmental Authority asserting any material violation or alleged material violation of applicable Laws with respect to any NBCU Real Properties that remains uncured as of the date of this Agreement.

(e) The plants, buildings, structures and fixtures material to the NBCU Businesses included in the NBCU Assets are adequate for their present uses.

(f) The plants, buildings and structures material to the NBCU Businesses included in the NBCU Assets currently (i) have access to public roads or valid and subsisting easements, rights of way or private agreements (including, without limitation, leases) for access over private streets or private property for such ingress to and egress from all such plants, buildings and structures, and (ii) are serviced by such utilities as are necessary for the particular operations of NBCU taking place on the date hereof at each such plant, building or structure.

(g) Subject to Section 2.05, all real property material to the NBCU Businesses is included in either the NBCU Owned Real Property or the NBCU Leased Real Property.

Section 3.17. *Insurance.* (a) All material insurance policies maintained by or for the benefit of the NBCU Businesses, including all existing errors and omission insurance policies, are in full force and effect. The NBCU Transferors and the NBCU Entities have complied in all material respects with the terms and provisions of such policies. No claim has been made since January 1, 2006 with respect to the Library Rights under any errors and omissions policy maintained by or for the benefit of the NBCU Businesses.

(b) Section 3.17(b) of the NBCU Disclosure Letter sets forth a true and complete list, as of the date hereof, of (i) all NBCU Related Insurance Policies and (ii) all NBCU Exclusive Insurance Policies.

Section 3.18. *Related Party Transactions.* (a) Section 3.18(a) of the NBCU Disclosure Letter sets forth a true and complete description, as of the date hereof, of all Related Party NBCU Contracts or other arrangements between GE and its Subsidiaries (other any NBCU Entity) on the one hand, and any NBCU Entity, on the other hand.

(b) Section 3.18(b) of the NBCU Disclosure Letter sets forth, as of the date hereof, a true and complete list of all GE LCs and, if applicable, the aggregate potential Liability under each such GE LC.

Section 3.19. *Library Rights.* (a) As between (i) GE and its Subsidiaries (other than any NBCU Entity) on the one hand, and (ii) any NBCU Entity on the other hand, any and all rights in and to the Library (and any databases relating thereto) are held by the NBCU Entities (rather than by GE or any of its other Subsidiaries).

(b) All Exploitation Agreements entered into by a NBCU Transferor or NBCU Entity pursuant to which a NBCU Transferor or a NBCU Entity has granted any third party any right to Exploit any material portions of the Library or its components have been entered into in the ordinary course of business.

(c) None of the NBCU Transferors or the NBCU Entities have received (nor does NBCU have any Knowledge that the NBCU Transferors or the NBCU Entities will receive) from any registration or filing office of requisite authority in any jurisdiction, any notice from any third party terminating or purporting to terminate copyright assignments pursuant to 17 U.S.C § 203 or § 304 or their foreign equivalents and relating to the Programs.

(d) An original negative or master of each of the Library Pictures currently being Exploited has been properly stored, in each case in accordance with standards customarily applied by major theatrical, television and home video distributors, as applicable, or the NBCU Transferors or the NBCU Entities has access to printable elements of such Library Pictures. Such original negatives, masters or printable elements are, in all material respects, in a commercially reasonable condition. Section 3.19(d) of the NBCU Disclosure Letter sets forth, as of the date hereof, a list, which is true and complete in all material respects, of the physical locations of such original negatives, masters, or printable elements, and to the extent such physical locations are owned or controlled by third parties, the NBCU Transferors and the NBCU Entities are party to customary access agreements.

(e) The Library Tangible Assets for the Programs are stored and maintained in all material respects in accordance with standard industry practices for the use and preservation of such materials, and the NBCU Entities have customary access thereto sufficient to Exploit the Programs.

Section 3.20. *Distribution.* (a) To the Knowledge of NBCU as of the date hereof, each distributor that is party to an Affiliation Agreement with a NBCU Transferor or NBCU Entity is meeting its payment obligations under such Affiliation Agreement in accordance with the terms of such Affiliation Agreement, other than the nonpayment of amounts that are subject to a *bona fide*

dispute, controversy or claim. No NBCU Transferor or NBCU Entity is in material default or material breach of any such Affiliation Agreement, and there does not exist any event, condition or omission that would constitute such a material default or material breach (whether by lapse of time or notice or both) under any such Affiliation Agreement on the part of any NBCU Transferor or NBCU Entity.

(b) With respect to any material Affiliation Agreement containing a delete or repositioning right, no multichannel video programming distributor has notified any NBCU Transferor or NBCU Entity in writing of its intention to delete or materially reposition any programming service.

(c) Section 3.20(c) of the NBCU Disclosure Letter sets forth, as of September 30, 2009, the number of subscribers with respect to each network of the NBCU Transferors and NBCU Entities as most recently reported by the applicable distributor.

Section 3.21. *No Debt as of Closing.* Immediately prior to the Closing, none of the NBCU Entities shall have any outstanding Debt, other than the NBCU Financing or Alternative Financing, as applicable, the Repatriation Notes (if any), Debt of any Subsidiary that is not, directly or indirectly, wholly owned by NBCU and capital lease obligations.

Section 3.22. *Comcast/NBCU Sale.* Subject to the consummation of the transactions contemplated by Section 2.02 and Section 2.03, as of immediately prior to the Closing, Navy Holdco 2 will be the sole owner of the Newco Membership Interests to be sold to Comcast pursuant to Section 2.04, free and clear of Liens (other than the restrictions set forth in the Newco Operating Agreement).

Section 3.23. *NBCU Financing.* NBCU has delivered to Comcast a true and complete copy of the Commitment Letter, dated as of December 3, 2009 (including the exhibits thereto), among NBCU and the lenders party thereto (the “**NBCU Financing Commitment Letter**” and the financing contemplated thereby, the “**NBCU Financing**”). The NBCU Financing Commitment Letter is a valid and binding obligation of NBCU and, to the Knowledge of NBCU, the other parties thereto and, as of the date of this Agreement, has not been amended or modified in any respect, and, to the Knowledge of NBCU, the respective commitments contained in the NBCU Financing Commitment Letter have not been withdrawn, modified or rescinded in any respect prior to the date of this Agreement. There are no conditions precedent or contingencies related to the funding of the full amount of the NBCU Financing (including pursuant to any “flex” provisions), other than as expressly set forth in the NBCU Financing Commitment Letter. As of the date of this Agreement, no event has occurred with respect to the NBCU Businesses which, with or without notice, lapse of time or

both, would constitute a default or event of default on the part of NBCU under any term or condition of the NBCU Financing Commitment Letter, and as of the date of this Agreement, NBCU has no reason to believe that it will be unable to satisfy on a timely basis any term or condition of closing or funding to be satisfied by it pursuant to the NBCU Financing Commitment Letter. The NBCU Financing, when funded in accordance with, and subject to the terms and conditions of, the NBCU Financing Commitment Letter will provide NBCU with funds sufficient to pay the NBCU Dividend in full.

Section 3.24. *No Other Representations or Warranties.* EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS ARTICLE 3 (AS MODIFIED BY THE NBCU DISCLOSURE LETTER) AND IN THE OTHER TRANSACTION AGREEMENTS, NEITHER NBCU NOR ANY OTHER PERSON (EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF GE CONTAINED IN ARTICLE 4) MAKES ANY OTHER EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WITH RESPECT THE NBCU TRANSFERORS, THE NBCU ASSETS, THE NBCU ENTITIES, THE NBCU BUSINESSES OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, THE ASSUMED NBCU LIABILITIES AND ANY OTHER RIGHTS OR OBLIGATIONS TO BE TRANSFERRED HEREUNDER OR PURSUANT HERETO, AND NBCU AND GE DISCLAIM ANY OTHER REPRESENTATIONS OR WARRANTIES, WHETHER MADE BY NBCU, GE OR THEIR RESPECTIVE AFFILIATES, OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES. EXCEPT AS SET FORTH IN THIS AGREEMENT OR IN THE ANCILLARY AGREEMENTS, NBCU AND GE HEREBY DISCLAIM ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, PROJECTION, FORECAST, STATEMENT, OR INFORMATION MADE, COMMUNICATED, OR FURNISHED (ORALLY OR IN WRITING) TO COMCAST, NEWCO OR THEIR RESPECTIVE AFFILIATES OR REPRESENTATIVES (INCLUDING ANY OPINION, INFORMATION, PROJECTION, OR ADVICE THAT MAY HAVE BEEN OR MAY BE PROVIDED TO COMCAST OR NEWCO BY ANY DIRECTOR, OFFICER, EMPLOYEE, AGENT, CONSULTANT, OR REPRESENTATIVE OF NBCU OR ANY OF ITS AFFILIATES). NBCU AND GE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE PROBABLE SUCCESS OR PROFITABILITY OF THE NBCU BUSINESSES, THE NBCU ENTITIES OR THE NBCU ASSETS.

#### ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF GE

GE hereby represents and warrants to Newco and Comcast that, except as set forth in the GE Disclosure Letter:

Section 4.01. *Incorporation, Qualification and Authority.* (a) Each of GE, Newco, the NBCU Transferors, Navy Holdco 1 and Navy Holdco 2 is a corporation or other organization duly incorporated or organized, validly existing and in good standing under the Laws of its jurisdiction of incorporation or organization and has all necessary power to enter into, consummate the transactions contemplated by, and carry out its obligations under, the Transaction Agreements to which it is a party. Each of GE, Newco, the NBCU Transferors, Navy Holdco 1 and Navy Holdco 2 is duly qualified as a foreign corporation or other organization to do business, and, to the extent legally applicable, is in good standing, in each jurisdiction where the character of its owned, operated or leased properties or the nature of its activities makes such qualification necessary, except for jurisdictions where the failure to be so qualified or in good standing would not reasonably be expected to, individually or in the aggregate, have a NBCU Material Adverse Effect.

(b) The execution, delivery and performance by GE, Newco, the NBCU Transferors, Navy Holdco 1 and Navy Holdco 2 of the Transaction Agreements to which they are parties and the consummation by GE, the NBCU Transferors, Navy Holdco 1 and Navy Holdco 2 of the transactions contemplated by, and the performance by GE, Newco, the NBCU Transferors, Navy Holdco 1 and Navy Holdco 2 under, the Transaction Agreements to which they are parties have been (or, in the case of the NBCU Transferors other than GE, will be, prior to the Closing) duly authorized by all requisite action on the part of GE, Newco, the NBCU Transferors, Navy Holdco 1 and Navy Holdco 2. This Agreement has been and, upon execution and delivery, the other Transaction Agreements to which GE, Newco, any NBCU Transferor, Navy Holdco 1 or Navy Holdco 2 is a party will be, duly executed and delivered by GE, Newco, the NBCU Transferors, Navy Holdco 1 and Navy Holdco 2, as applicable, and (assuming due authorization, execution and delivery by the other parties hereto and thereto) this Agreement constitutes and, upon execution and delivery, the other Transaction Agreements will constitute, legal, valid and binding obligations of GE, Newco, the NBCU Transferors, Navy Holdco 1 and Navy Holdco 2, as applicable, enforceable against GE, Newco, the NBCU Transferors, Navy Holdco 1 and Navy Holdco 2, as applicable, in accordance with their terms, subject to the effect of any applicable Laws relating to bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or preferential transfers, or similar Laws relating to or affecting creditors' rights generally and subject, as to enforceability, to the effect of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(c) GE has previously made available to Comcast complete and correct copies of the organizational documents of NBCU and each of the NBCU Transferors that is not wholly owned, directly or indirectly, by GE, as amended through the date hereof. The organizational documents of NBCU and each NBCU Transferor are in full force and effect, and no resolution is pending or has



been adopted providing for the amendment thereof (except as reflected therein) or for the dissolution or winding up of any such company. Neither NBCU nor any NBCU Transferor is in violation of any of the provisions of its organizational documents.

(d) Each of Navy Holdco 1 and Navy Holdco 2 is a wholly owned Subsidiary of GE. As of immediately prior to the Closing, Navy Holdco 2 shall own, directly or indirectly, all outstanding NBCU Shares free and clear of any Liens (other than Permitted Liens or any restrictions under the Securities Act or other applicable securities Laws).

(e) GE has previously made available to Comcast complete and correct copies of all Contracts between GE and any of its Subsidiaries (including the NBCU Entities), on the one hand, and Vivendi and any of its Subsidiaries, on the other hand, that relate to or affect the transactions contemplated by this Agreement (each such Contract, a “**Vivendi Agreement**”).

Section 4.02. *No Conflict.* Provided that all consents, approvals, authorizations and other actions described in Section 3.05 and Section 4.03 have been obtained or taken, the execution, delivery and performance of this Agreement by GE, Newco, the NBCU Transferors, Navy Holdco 1 and Navy Holdco 2 and the other Transaction Agreements to which GE, the NBCU Transferors, Navy Holdco 1 or Navy Holdco 2 is or will at Closing be a party, and the consummation by GE, Newco, the NBCU Transferors, Navy Holdco 1 and Navy Holdco 2 of the transactions contemplated hereby and thereby, do not and will not (a) violate or conflict with any of the articles of incorporation or bylaws or similar organizational documents of GE or any of its Subsidiaries (other than any NBCU Entity), (b) conflict with or violate any Law or Governmental Order applicable to GE or any of its Subsidiaries (other than any NBCU Entity) or any of their respective properties or (c) result in any breach of, or constitute a default (or an event which, with the giving of notice or lapse of time, or both, would become a default) under, or give to any Person any rights of termination, amendment, acceleration or cancellation of, or result in the creation of any Lien (other than a Permitted Lien) on any of the NBCU Assets pursuant to, or require a consent or approval under any note, bond, mortgage or indenture, contract, agreement, lease, license, permit, franchise or other material instrument to which GE or any of its Subsidiaries is a party or by which any of their respective properties is bound or affected; except, in the case of clauses (b) and (c), for any such conflicts, violations, breaches, defaults, rights or Liens as, individually or in the aggregate, have not had and would not reasonably be expected to have a NBCU Material Adverse Effect and would not materially impair or delay the ability of any of GE, the NBCU Transferors, Navy Holdco 1 or Navy Holdco 2 to consummate the transactions contemplated by, or perform its obligations under, the Transaction Agreements to which it is a party.

Section 4.03. *Consents and Approvals.* The execution, delivery and performance by GE, Newco, the NBCU Transferors, Navy Holdco 1 and Navy Holdco 2 of the Transaction Agreements to which GE, Newco, any NBCU Transferor, Navy Holdco 1 or Navy Holdco 2 is a party do not, and the performance by GE, the NBCU Transferors, Navy Holdco 1 and Navy Holdco 2 of, and the consummation by GE, Newco, the NBCU Transferors, Navy Holdco 1 and Navy Holdco 2 of the transactions contemplated by, the Transaction Agreements will not, require any consent, approval, authorization or other action by, or any filing with or notification to, any Governmental Authority, except (a) in connection, or in compliance, with the notification and waiting period requirements of the HSR Act and applicable filings or approvals under non-U.S. antitrust and competition Laws, (b) in connection, or in compliance, with the applicable requirements of the Communications Act, (c) where the failure to obtain such consent, approval, authorization or action or to make such filing or notification has not had and would not reasonably be expected to have, individually or in the aggregate, a NBCU Material Adverse Effect and would not materially impair or delay the ability of any of GE, Newco, any NBCU Transferor, Navy Holdco 1 or Navy Holdco 2 to consummate the transactions contemplated by, or perform its obligations under, the Transaction Agreements to which it is a party and (d) as may be required as a result of any facts or circumstances relating to Comcast or its Affiliates.

Section 4.04. *Brokers.* Except for fees and expenses of J.P. Morgan Securities Inc., Goldman Sachs & Co., Inc. and Citigroup Global Capital Markets, in connection with their rendering of investment banking advice to GE and its Affiliates, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission from GE or any of its Affiliates (including NBCU and Newco) in connection with transactions contemplated hereby based upon arrangements made by or on behalf of GE or any of its Affiliates.

Section 4.05. *Securities Matters.* (a) The NBCU Shares are being obtained by Newco for its own account, and not with a view to, or for the offer or sale in connection with, any distribution or sale of the NBCU Shares or any interest in them in violation of the Securities Act (or analogous Laws in any non-U.S. jurisdiction). Newco acknowledges that the NBCU Shares have not been registered under the Securities Act or any state securities Laws, and understands and agrees that it may not sell or dispose of any of the NBCU Shares except pursuant to a registered offering in compliance with, or in a transaction exempt from, the registration requirements of the Securities Act and any other applicable state, foreign or federal securities Laws.

(b) Except as set forth in Section 2.04, the Newco Membership Interests are being obtained by Navy Holdco 2 for its own account, and not with a view to, or for the offer or sale in connection with, any distribution or sale of the Newco Membership Interests or any interest in them in violation of the Securities Act (or

analogous Laws in any non-U.S. jurisdiction). Navy Holdco 2 acknowledges that the Newco Membership Interests have not been registered under the Securities Act or any state securities Laws, and understands and agrees that it may not sell or dispose of any of the Newco Membership Interests except pursuant to a registered offering in compliance with, or in a transaction exempt from, the registration requirements of the Securities Act and any other applicable state, foreign or federal securities Laws.

Section 4.06. *Newco*. (a) Newco is a limited liability company duly organized, validly existing and in good standing under the Laws of Delaware. Navy Holdco 2 is the sole member of Newco. Newco was formed solely for the purpose of engaging in the transactions contemplated hereby, has engaged in no other business activities and has conducted its operations only as contemplated hereby. Except for obligations expressly incurred under provisions contained in the Transaction Agreements, the NBCU Financing Commitment Letter and the Alternative Financing Agreements, as applicable, Newco has no Liabilities (whether accrued, absolute, contingent or otherwise).

(b) The execution, delivery and performance by Newco of the Transaction Agreements to which it is party and the consummation by Newco of the transactions contemplated by, and the performance by Newco under, the Transaction Agreements to which it is a party, have been duly authorized by all requisite action on the part of Newco and the members of Newco. This Agreement has been and, upon execution and delivery, the other Transaction Agreements to which Newco is a party will be, duly executed and delivered by Newco, and (assuming due authorization, execution and delivery by the other parties hereto and thereto) this Agreement constitutes and, upon execution and delivery, the other Transaction Agreements will constitute, legal, valid and binding obligations of Newco, enforceable against Newco in accordance with their terms, subject to the effect of any applicable Laws relating to bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or preferential transfers, or similar Laws relating to or affecting creditors' rights generally and subject, as to enforceability, to the effect of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(c) GE has previously made available to Comcast a complete and correct copy of the organizational documents of Newco, as amended through the date hereof. The organizational documents of Newco are in full force and effect, and no resolution is pending or has been adopted providing for the amendment thereof (except as reflected therein) or for the dissolution or winding up of Newco. Newco is not in violation of any of the provisions of its organizational documents.

ARTICLE 5  
REPRESENTATIONS AND WARRANTIES OF COMCAST

Comcast hereby represents and warrants to Newco and GE that, except as set forth in the Comcast Disclosure Letter:

Section 5.01. *Incorporation, Qualification and Authority.* (a) Each of the Comcast Transferors is a corporation or other organization duly incorporated or organized, validly existing and in good standing under the Laws of its jurisdiction of incorporation or organization and has all necessary power to enter into, consummate the transactions contemplated by, and carry out its obligations under, the Transaction Agreements to which it is a party. Each of the Comcast Transferors is duly qualified as a foreign corporation or other organization to do business, and, to the extent legally applicable, is in good standing, in each jurisdiction where the character of its owned, operated or leased properties or the nature of its activities makes such qualification necessary, except for jurisdictions where the failure to be so qualified or in good standing would not reasonably be expected to, individually or in the aggregate, have a Comcast Material Adverse Effect.

(b) The execution, delivery and performance by the Comcast Transferors of the Transaction Agreements to which they are parties and the consummation by the Comcast Transferors of the transactions contemplated by, and the performance by the Comcast Transferors under, the Transaction Agreements to which they are parties, have been (or, in the case of Comcast Transferors other than Comcast, will be, prior to the Closing) duly authorized by all requisite action on the part of the Comcast Transferors. This Agreement has been and, upon execution and delivery, the other Transaction Agreements to which any Comcast Transferor is a party will be, duly executed and delivered by the Comcast Transferors party hereto and thereto, and (assuming due authorization, execution and delivery by the other parties hereto and thereto) this Agreement constitutes and, upon execution and delivery, the other Transaction Agreements will constitute, legal, valid and binding obligations of the Comcast Transferors party hereto and thereto, enforceable against such parties in accordance with their terms, subject to the effect of any applicable Laws relating to bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or preferential transfers, or similar Laws relating to or affecting creditors' rights generally and subject, as to enforceability, to the effect of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(c) Comcast has previously made available to NBCU complete and correct copies of the organizational documents of each of the Comcast Transferors that is not wholly owned, directly or indirectly, by Comcast, as amended through the date hereof. The organizational documents of each Comcast

Transferor are in full force and effect, and no resolution is pending or has been adopted providing for the amendment thereof (except as reflected therein) or for the dissolution or winding up of any such company. No Comcast Transferor is in violation of any of the provisions of its organizational documents.

Section 5.02. *Incorporation and Qualification of the Contributed Comcast Subsidiaries.* (a) Except as would not reasonably be expected to, individually or in the aggregate, have a Comcast Material Adverse Effect, each of the Contributed Comcast Subsidiaries is a corporation or other organization duly incorporated or organized, validly existing and, to the extent legally applicable, in good standing under the Laws of its jurisdiction of incorporation or organization. Each of the Contributed Comcast Subsidiaries has the requisite power and authority to operate its business as now conducted, is duly qualified as a foreign corporation or other organization to do business and, to the extent legally applicable, is in good standing in each jurisdiction where the character of its owned, operated or leased properties or the nature of its activities makes such qualification necessary, except for jurisdictions where the failure to be so qualified or in good standing would not reasonably be expected to, individually or in the aggregate, have a Comcast Material Adverse Effect.

(b) The organizational documents of each Contributed Comcast Subsidiary are in full force and effect. No Contributed Comcast Subsidiary is in violation of any of the provisions of its organizational documents. Comcast has previously made available to NBCU complete and correct copies of the organizational documents of each of the Contributed Comcast Subsidiaries, as amended through the date hereof.

Section 5.03. *Capital Structure of the Contributed Comcast Subsidiaries and Other Equity Interests.* (a) Section 5.03 of the Comcast Disclosure Letter sets forth the ownership percentages of each class of capital stock or other equity interests outstanding of each Contributed Comcast Subsidiary held by Comcast or its Subsidiaries, except for changes resulting from the consummation of the Comcast Restructuring. All of the outstanding shares or other equity interests of each of the Contributed Comcast Subsidiaries have been duly authorized and validly issued, and are fully paid (solely with respect to any Contributed Comcast Subsidiary that is a corporation) and nonassessable and were not issued in violation of any preemptive rights or any Law (including any federal or state securities Laws). There are no options, warrants or rights of conversion or other rights, agreements, arrangements or commitments obligating any of the Contributed Comcast Subsidiaries to issue, sell, purchase, return or redeem any of its shares, other equity interests or securities convertible into or exchangeable for its shares or other equity interests or any shares or other equity interests of any of the Contributed Comcast Subsidiaries. Comcast owns, directly or indirectly, the Contributed Comcast Equity Interests, free and clear of all Liens, except any Liens arising out of, under or in connection with this Agreement. There are no

voting trusts, stockholder agreements, proxies or other agreements in effect with respect to the voting or transfer of the shares or other equity interests of any of the Contributed Comcast Subsidiaries.

(b) Section 5.03(b) of the Comcast Disclosure Letter sets forth the name and jurisdiction of each Person that (i) is not a Subsidiary of Comcast but in which Comcast or any of its Subsidiaries holds an equity interest having a value of \$250,000 or more as reflected on the unaudited balance sheets of the Contributed Comcast Businesses as of June 30, 2009 and (ii) operates within the scope of the Contributed Comcast Businesses (“**Comcast Minority Interests**”). All of the Comcast Minority Interests are owned, directly or indirectly, by a Comcast Transferor or a Contributed Comcast Subsidiary free and clear of any Liens (other than Permitted Liens, any restrictions under the Securities Act and other applicable securities Laws or other Liens provided by the agreements or organizational documents of such entity). None of the Comcast Transferors or any of the Contributed Comcast Subsidiaries has any obligation, contingent or otherwise, to fund or participate in the debts of any Person in which any Comcast Transferor or Contributed Comcast Subsidiary holds a Comcast Minority Interest.

Section 5.04. *No Conflict.* Provided that all consents, approvals, authorizations and other actions described in Section 5.05 have been obtained or taken, the execution, delivery and performance of this Agreement and the other Transaction Agreements to which any Comcast Transferor is or will at Closing be a party, and the consummation by such Comcast Transferors of the transactions contemplated hereby and thereby, do not and will not (a) violate or conflict with any of the articles of incorporation or bylaws or similar organizational documents of such Comcast Transferors or any Contributed Comcast Subsidiaries, (b) conflict with or violate any Law or Governmental Order applicable to such Comcast Transferor or any Contributed Comcast Subsidiaries or any of their respective properties (including the Comcast Assets), or (c) result in any breach of, or constitute a default (or an event which, with the giving of notice or lapse of time, or both, would become a default) under, or give to any Person any rights of termination, amendment, acceleration or cancellation of, or result in the creation of any Lien (other than a Permitted Lien) on any of the Comcast Assets pursuant to, or require a consent or approval under any note, bond, mortgage or indenture, contract, agreement, lease, license, permit, franchise or other material instrument to which any of the Comcast Transferors or any of the Contributed Comcast Subsidiaries is a party or by which any of their respective properties (including the Comcast Assets) is bound or affected; except, in the case of clauses (b) and (c), for any such conflicts, violations, breaches, defaults, rights or Liens as, individually or in the aggregate, have not had and would not reasonably be expected to have a Comcast Material Adverse Effect and would not materially impair or delay the ability of any of the Comcast Transferors to consummate the transactions contemplated by, or perform its obligations under, the Transaction Agreements to which it is a party.

Section 5.05. *Consents and Approvals.* The execution, delivery and performance by the Comcast Transferors of the Transaction Agreements to which they are or will at Closing be parties do not, and the performance by the Comcast Transferors of, and the consummation by the Comcast Transferors of the transactions contemplated by, the Transaction Agreements (including the transactions contemplated by Section 6.14) will not, require any consent, approval, authorization or other action by, or any filing with or notification to, any Governmental Authority, except (a) in connection, or in compliance, with the notification and waiting period requirements of the HSR Act and applicable filings or approvals under non-U.S. antitrust and competition Laws, (b) in connection, or in compliance, with the applicable requirements of the Communications Act and applicable filings or approvals under non-U.S. Laws governing the regulation of telecommunications and broadcasting, (c) where the failure to obtain such consent, approval, authorization or action or to make such filing or notification has not had and would not reasonably be expected to have, individually or in the aggregate, a Comcast Material Adverse Effect and would not materially impair or delay the ability of the Comcast Transferors to consummate the transactions contemplated by, or perform their obligations under, the Transaction Agreements and (d) as may be required as a result of any facts or circumstances relating to GE, NBCU or their respective Affiliates.

Section 5.06. *Financial Information; Accounting Controls; Absence of Undisclosed Liabilities.* (a) Section 5.06(a) of the Comcast Disclosure Letter sets forth (i) the unaudited combined balance sheet of the Contributed Comcast Businesses at December 31, 2008 (the “**Comcast Reference Balance Sheet**”) and at December 31, 2007, (ii) the related unaudited combined statements of operations for the years ended December 31, 2008 and December 31, 2007, and (iii) the unaudited combined balance sheet of the Contributed Comcast Businesses as of June 30, 2009 and the related combined statements of operations of the Contributed Comcast Businesses for the six month period then ended (the balance sheets and statements referred to in clauses (i), (ii) and (iii) being herein collectively referred to as the “**Comcast Financial Statements**”). The Comcast Financial Statements have been prepared in all material respects in accordance with U.S. GAAP and, taken as a whole, present fairly, in all material respects, the financial position and results of operations of the Contributed Comcast Businesses at the respective dates and for the periods covered by such statements in accordance with U.S. GAAP, except for (i) the classification treatment of certain intercompany balances, (ii) the lack of an allocation of certain Comcast corporate costs and certain integrated Comcast corporate related accounts and balances, (iii) the lack of a statement of cash flows and a statement of shareholders equity, and (iv) an incomplete set of financial statement footnotes.

(b) The Comcast Transferors and the Contributed Comcast Subsidiaries have maintained systems of internal accounting controls with respect to the Contributed Comcast Businesses sufficient to provide reasonable assurance

regarding the reliability of financial reporting and the preparation of financial statements for the Contributed Comcast Businesses. Comcast has implemented disclosure controls and procedures designed to ensure that material information relating to the Contributed Comcast Businesses is made known to the management of the Contributed Comcast Businesses by others within the Contributed Comcast Businesses.

(c) The information in any databases maintained by any Comcast Transferor or Contributed Comcast Subsidiary to track licensing of Library Pictures for television and home video worldwide relating to the Library of the Comcast Transferors and the Contributed Comcast Subsidiaries has been maintained by the Comcast Transferors and the Contributed Comcast Subsidiaries in the ordinary course of business, is derived from the books and records and the Exploitation Agreements of the Comcast Transferors and the Contributed Comcast Subsidiaries, and is relied on by the Comcast Transferors and the Contributed Comcast Subsidiaries in conducting the Contributed Comcast Businesses.

(d) Except (i) as set forth in the Comcast Financial Statements, (ii) Liabilities incurred in the ordinary course of business consistent with past practice since the date of the Comcast Reference Balance Sheet, (iii) Excluded Comcast Liabilities, (iv) Liabilities for Taxes, which are exclusively governed by the Tax Matters Agreement and (v) Liabilities that would not reasonably be expected to have, individually or in the aggregate, a Comcast Material Adverse Effect, there are no Liabilities of the Comcast Transferors, the Contributed Comcast Subsidiaries or otherwise relating to the Contributed Comcast Businesses required under U.S. GAAP to be reflected in the Comcast Financial Statements.

Section 5.07. *SEC Reports.* Comcast has filed all required registration statements, reports and proxy statements with the SEC since December 31, 2006 (collectively, the “**Comcast SEC Documents**”). As of their respective effective dates (in the case of Comcast SEC Documents that are registration statements filed pursuant to the requirements of the Securities Act) and as of their respective SEC filing dates (in the case of all other Comcast SEC Documents), the Comcast SEC Documents complied as to form in all material respects with the requirements of the Exchange Act and the Securities Act, as the case may be, applicable to such Comcast SEC Documents, and none of the Comcast SEC Documents as of such respective dates (or, if amended prior to the date of this Agreement, the date of the filing of such amendment, with respect to the disclosures that are amended) contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.



Section 5.08. *Absence of Certain Changes or Events.* Except as contemplated by this Agreement, (a) since January 1, 2009, (i) the Contributed Comcast Businesses have been conducted in the ordinary course consistent with past practice and (ii) there has not occurred any event, change, occurrence or circumstance that, individually or in the aggregate, has had or would reasonably be expected to have a Comcast Material Adverse Effect and (b) from January 1, 2009 to the date hereof, none of Comcast or any of its Subsidiaries have taken any action that, individually or in the aggregate, would materially impair or delay the ability of the Comcast Transferors to consummate the transactions contemplated by, or perform their obligations under, the Transaction Agreements.

Section 5.09. *Absence of Litigation.* No Actions are pending or, to the Knowledge of Comcast, threatened against the Comcast Transferors or any Contributed Comcast Subsidiaries or any of their respective properties or assets, and since January 1, 2007, no Comcast Transferor nor any Contributed Comcast Subsidiary has received any subpoena or notice of any claim or investigation that (a) has had or would reasonably be expected to have, individually or in the aggregate, a Comcast Material Adverse Effect or (b) would reasonably be expected to prevent or materially impair or delay the consummation of the transactions contemplated hereby, nor is there any Governmental Order outstanding against, or, to the Knowledge of Comcast, any investigation by any Governmental Authority, involving any Comcast Transferors or any Contributed Comcast Subsidiaries or any of their respective properties or assets, that would reasonably be expected to prevent or materially impair or delay the consummation of the transactions contemplated hereby.

Section 5.10. *Compliance with Laws.* Excluding employment and employee benefits matters (which are covered in Section 5.16), and Taxes (which are covered by the Tax Matters Agreement), none of the Comcast Transferors or Contributed Comcast Subsidiaries is in violation of any Laws or Governmental Orders applicable to the conduct of the Contributed Comcast Businesses by it or by which any Comcast Asset is bound or affected, and since January 1, 2008, no Comcast Transferors or Contributed Comcast Subsidiaries have received any notice from any Governmental Authority alleging any conflict with, or violation or breach of, any such Law or Governmental Order, in each case, except for violations the existence of which has not had, and would not reasonably be expected to have, individually or in the aggregate, a Comcast Material Adverse Effect.

Section 5.11. *Governmental Licenses and Permits.* (a) This Section 5.11 does not address employment and employee benefits matters (which are covered in Section 5.16) and Taxes (which are covered by the Tax Matters Agreement). Each of the Comcast Transferors and the Contributed Comcast Subsidiaries is in compliance in all material respects with all Laws applicable to the ownership of their respective assets and properties and the operation of the Contributed

Comcast Businesses, and since January 1, 2008, no Comcast Transferor or Contributed Comcast Subsidiary has received any notice from any Governmental Authority alleging any material conflict with, material violation or breach of or material default under any such Law.

(b) Each of the Comcast Transferors and Contributed Comcast Subsidiaries has all permits, licenses, permissions, franchises, and amendments thereto, from any Governmental Authority (including FCC Licenses) necessary for the ownership and operation of the Contributed Comcast Businesses (the “**Comcast Licenses**”). Each of the Comcast Transferors and Contributed Comcast Subsidiaries is in compliance in all material respects with the terms of the Comcast Licenses, and no Comcast Transferors or Contributed Comcast Subsidiaries have received any notice from any Governmental Authority alleging any material conflict with or violation or breach of any Comcast License.

(c) Section 5.11(c) of the Comcast Disclosure Letter sets forth a complete list of the material FCC Licenses held by the Comcast Transferors and Contributed Comcast Subsidiaries (the “**Comcast FCC Licenses**”) currently in effect and all applications pending before any Governmental Authority with respect to the Comcast FCC Licenses. The Comcast FCC Licenses are in full force and effect and are not subject to any restrictions or conditions other than those affecting such type of Comcast FCC License generally. The Comcast Transferors and Contributed Comcast Subsidiaries have filed all reports, notifications and filings with the FCC necessary to maintain all Comcast FCC Licenses in full force and effect, have timely paid all FCC regulatory fees with respect thereto and, to the Knowledge of Comcast, there are no facts, events or conditions based upon which the FCC might reasonably be expected to revoke, suspend, cancel, rescind, terminate, require the disposition of, or fail to renew any of the Comcast FCC Licenses or fail to grant any pending Comcast FCC application or petition for a Comcast FCC License. The Comcast Transferors and Contributed Comcast Subsidiaries are operating only those facilities for which an appropriate FCC authorization has been obtained and such operation is in compliance with such authorization in all material respects.

(d) No application, action or proceeding is pending for the renewal or modification of any Comcast FCC Licenses and, except for actions or proceedings affecting such type of Comcast FCC License generally, no application, complaint, action or proceeding is pending or, to the Knowledge of Comcast, threatened that seeks or is reasonably likely to result in (i) the denial of an application for renewal of a Comcast FCC License, (ii) the revocation, adverse modification, non-renewal or suspension of any of the Comcast FCC Licenses or (iii) the issuance of a material cease-and-desist order. There is not now issued, outstanding, pending or, to the Knowledge of Comcast, threatened, by or before the FCC or any Governmental Authority, any order to show cause, notice of violation, notice of apparent liability, notice of forfeiture or complaint with respect to any of the

Comcast FCC Licenses that has had or would reasonably be expected to have, individually or in the aggregate, a Comcast Material Adverse Effect.

Section 5.12. *Sufficiency of the Comcast Assets; Liens.* (a) On the Closing Date (including after giving effect to the transactions contemplated by Section 6.14) and assuming receipt of all consents, approvals and authorizations relating to the matters set forth in Sections 5.04 and 5.05 of the Comcast Disclosure Letter or as contemplated by Section 5.05), the Comcast Assets will, taking into account all Ancillary Agreements and Third Party Rights, constitute all of the assets (other than Intellectual Property) necessary to conduct the Contributed Comcast Businesses immediately following the Closing in all material respects as it is conducted on the date of this Agreement and on the Closing Date; *provided, however*, that nothing in this Section 5.12 shall be deemed to constitute a representation or warranty as to the adequacy of the amounts of cash or working capital (or the availability of the same); and *provided, further*, that this Section 5.12(a) shall not be deemed to be breached as a result of any action by Comcast with respect to which GE has provided its specific consent (including pursuant to Section 6.01(b)).

(b) Except for Taxes, which are exclusively governed the Tax Matters Agreement, and Permitted Liens, the Comcast Assets (other than the Comcast Real Properties, which are the subject of Section 5.17 and the Comcast Owned Intellectual Property, which is the subject of Section 5.13) are owned by or otherwise made available to the Comcast Transferors or Contributed Comcast Subsidiaries, as the case may be, free and clear of all Liens.

(c) The Comcast Transferors and the Contributed Comcast Subsidiaries have maintained the material tangible Comcast Assets in accordance with applicable industry standards, ordinary wear and tear excepted.

Section 5.13. *Intellectual Property.* (a)(i) The Comcast Transferors and the Contributed Comcast Subsidiaries own sole and exclusive title to the Patents included in the Comcast Owned Intellectual Property. To the Knowledge of Comcast, the Comcast Transferors and the Contributed Comcast Subsidiaries own sole and exclusive title to (x) the Copyrights included in the Comcast Owned Intellectual Property to the extent of their ownership interest, and (y) all Comcast Owned Intellectual Property (other than the Patents and Copyrights included therein).

(ii) The Comcast Owned Intellectual Property is owned by the Comcast Transferors or the Contributed Comcast Subsidiaries, as the case may be, free and clear of all Liens, other than Permitted Liens.

(iii) The Comcast Intellectual Property, the applicable Third Party Rights, together with the rights to be conveyed pursuant to the

Comcast Intellectual Property Cross License Agreement and the Intellectual Property rights of Newco contemplated under the other Ancillary Agreements, constitute all material Intellectual Property in use by, and necessary for the operation of, the Contributed Comcast Businesses as currently conducted, assuming receipt of the relevant consents, approvals and authorizations relating to the matters set forth in Section 5.05 of the Comcast Disclosure Letter; *provided, however*, that this Section 5.13(a)(iii) shall not be deemed to be breached as a result of any action by Comcast with respect to which NBCU has provided its specific consent (including pursuant to Section 6.01(b)).

(b) To the Knowledge of Comcast, the operation and conduct of the Contributed Comcast Businesses as currently conducted do not infringe upon, misappropriate or otherwise violate the valid and enforceable Intellectual Property, moral rights or neighboring rights of any third party in any material respect.

(c) No Actions brought by Comcast or any of its Subsidiaries (including any Contributed Comcast Subsidiary) are pending against any Person, and no Person has received any subpoena or written notice of any claim or investigation from Comcast or any of its Subsidiaries (including any Contributed Comcast Subsidiary), alleging that such Person is infringing upon, misappropriating or otherwise violating in any material respect the Comcast Owned Intellectual Property or the Comcast Technology, except for such infringements, misappropriations or violations that arise from the unauthorized reproduction, performance or distribution by peer-to-peer file sharing, other online piracy or illegal hard disk counterfeiting.

(d) No Actions are pending or, to the Knowledge of Comcast, threatened against any of the Comcast Transferors or Contributed Comcast Subsidiaries or any of their respective properties or assets, and no Comcast Transferor or Contributed Comcast Subsidiary has received any subpoena or written notice of any claim or investigation, alleging that the operation or conduct of the Contributed Comcast Businesses by any of the Comcast Transferors or Contributed Comcast Subsidiaries infringes upon, misappropriates or otherwise violates any Intellectual Property of any third party in any material respect. There are no suits, actions or proceedings pending or, to the Knowledge of Comcast, threatened against any of the Comcast Transferors or Contributed Comcast Subsidiaries with respect to the validity, title or ownership of any material Comcast Owned Intellectual Property.

(e) (i) Section 5.13(e)(i) of the Comcast Disclosure Letter sets forth a true and complete list of all Comcast Registered IP (other than any registrations or applications for registration of Copyrights).

(ii) All maintenance fees for the Comcast Registered IP have been paid (except with respect to Comcast Registered IP which the Comcast Transferors and the Contributed Comcast Subsidiaries have abandoned or permitted to lapse in the ordinary course of business) and the Comcast Registered IP remains in full force and effect, in each case to the extent such Comcast Registered IP is material to the Contributed Comcast Businesses.

(iii) The Comcast Transferors and the Contributed Comcast Subsidiaries have taken all commercially reasonable steps to protect and maintain the Comcast Owned Intellectual Property that, in their reasonable business judgment, they have determined to be necessary or advisable for such protection or maintenance and, where reasonably necessary as of the date hereof, each item of the Comcast Owned Intellectual Property that is material to the Contributed Comcast Businesses has been duly registered with, filed in or issued by, as the case may be, the U.S. Patent and Trademark Office, the U.S. Copyright Office, the applicable domain name registrar or the corresponding authorities in foreign jurisdictions, to the extent necessary to ensure full protection under any applicable Law.

(f) Except for the Comcast Name and Comcast Marks, all Excluded Comcast Intellectual Property and Excluded Comcast Technology owned by Comcast and its Subsidiaries that is or has been used, held for use or Contemplated to be used in the Contributed Comcast Businesses has been licensed to Newco pursuant to the Comcast Intellectual Property Cross License Agreement.

(g) Each of the Comcast Transferors and the Contributed Comcast Subsidiaries has taken security measures reasonable in the industry in which it operates to protect the secrecy, confidentiality and value of all Trade Secrets included in the Comcast Intellectual Property and/or the Comcast Technology.

(h) The consummation of the transactions contemplated by this Agreement would not reasonably be expected to: (i) restrict, limit, invalidate, impair, alter, extinguish, result in the loss of or otherwise adversely affect any right, title or interest of Newco or any of the Contributed Comcast Subsidiaries in any Comcast Owned Intellectual Property or Comcast Technology, or its rights to use any Comcast Licensed Intellectual Property, in each case in a manner that would reasonably be expected to be material to the Contributed Comcast Businesses taken as a whole; (ii) grant or require Newco or any of the Contributed Comcast Subsidiaries to grant to any third party any right with respect to any Comcast Owned Intellectual Property or Comcast Technology, in each case that would reasonably be expected to be material to the Contributed Comcast Businesses taken as a whole; (iii) subject Newco or any of the Contributed Comcast Subsidiaries to an increase in royalties or other payments, in each case

that would reasonably be expected to be material to the Contributed Comcast Businesses taken as a whole, under any Comcast IP License; (iv) diminish royalties or other payments to which the Comcast Transferors or the Contributed Comcast Subsidiaries would otherwise be entitled, in each case that would reasonably be expected to be material to the Contributed Comcast Businesses taken as a whole, under any Comcast IP License; or (v) result in the breach or, by its terms, termination of any Comcast IP License that is material to the Contributed Comcast Businesses taken as a whole. For the avoidance of doubt, the representation set forth in this Section 5.13(h) does not contemplate the manner in which the Business of Newco is to be operated after the Closing.

Section 5.14. *Environmental and Health and Safety Matters.* (a) Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Comcast Material Adverse Effect: (i) none of the Comcast Transferors (with respect to the Contributed Comcast Subsidiaries, the Comcast Assets or the Contributed Comcast Businesses), the Contributed Comcast Subsidiaries or the Comcast Assets (except for the Comcast Leased Real Property) is subject and, to the Knowledge of Comcast, no Comcast Leased Real Property is subject, to a written notice, notification, demand, citation, summons, request for information, investigation or order from, or agreement with, any Governmental Authority, or has been assessed any penalty or fine in the last five (5) years, in each case, relating to any Environmental Law, Environmental Permit or Hazardous Material; (ii) there has been no release, discharge, migration or disposal of Hazardous Materials on, at, to, under or from (including offsite disposal or arrangement for the disposal from) the Comcast Real Properties or, to the Knowledge of Comcast, real properties formerly owned, leased or operated by the Contributed Comcast Subsidiaries or otherwise used in the Contributed Comcast Businesses; (iii) there are no Actions pending or threatened against the Comcast Transferors (with respect to the Contributed Comcast Subsidiaries, the Comcast Assets or the Contributed Comcast Businesses), the Comcast Assets or the Contributed Comcast Subsidiaries, in each case, relating to any Environmental Law, Environmental Permit or Hazardous Material; (iv) the Comcast Transferors (with respect to the Comcast Assets or the Contributed Comcast Businesses), the Contributed Comcast Subsidiaries, the Comcast Assets and the Contributed Comcast Businesses have operated for the last five (5) years and are operating in compliance with applicable Environmental Laws including obtaining and maintaining all Environmental Permits; (v) there are no Liabilities of the Comcast Transferors (with respect to the Comcast Assets or the Contributed Comcast Businesses) or the Contributed Comcast Subsidiaries or otherwise relating to the Contributed Comcast Businesses, in each case, with respect to any Environmental Law, Environmental Permit or Hazardous Material; and (vi) there are no financial assurance requirements pertaining to the Contributed Comcast Businesses or the Comcast Assets (including, to the Knowledge of Comcast, the Comcast Leased Real Property) under any Environmental Law or Environmental Permit.

(b) All material environmental or health and safety assessments and reports conducted within the last five (5) years by or on behalf of the Contributed Comcast Subsidiaries or, with respect to the Comcast Real Properties or the Contributed Comcast Businesses, the Comcast Transferors, have been furnished or made available to GE and NBCU.

(c) With respect to the Contributed Comcast Subsidiaries, the Comcast Assets and the Contributed Comcast Businesses, the consummation of the transactions contemplated hereby requires no filings to be made or actions to be taken pursuant to the New Jersey Industrial Site Recovery Act or the “Connecticut Property Transfer Law” (Sections 22a-134 through 22-134e of the Connecticut General Statutes).

The representations and warranties made by Comcast in Section 5.08 and Section 5.14 are the only representations and warranties made by Comcast in this Agreement with respect to any matters arising under, or regulated pursuant to, any Environmental Law or Environmental Permit.

Section 5.15. *Significant Comcast Contracts.* (a) Section 5.15(a) of the Comcast Disclosure Letter sets forth a true and complete list of all of the following Contracts to which Comcast or any of its Subsidiaries (including any of the Contributed Comcast Subsidiaries) is a party or by which it or any of its properties or assets may be bound as of the date of this Agreement (in each case (x) only with respect to the Contributed Comcast Businesses and (y) as amended, supplemented, waived or otherwise modified through the date of this Agreement, collectively, the “**Significant Comcast Contracts**”):

(i) stock purchase agreements or asset purchase agreements that (x) would reasonably be expected to involve aggregate consideration (including any Debt for borrowed money acquired or assumed thereunder) in excess of \$18.75 million, (y) have not expired by, and have not been terminated in accordance with, their terms, and (z) relate to the prospective acquisition or disposition of any Contributed Comcast Assets or the Contributed Comcast Businesses;

(ii) Contracts pursuant to which any Comcast Transferor or Contributed Comcast Subsidiary currently leases any Comcast Assets (other than leases for Comcast Leased Real Property and Contracts related to transactions involving the Library entered into in the ordinary course of business) and in respect of which the Comcast Transferors and Contributed Comcast Subsidiaries would reasonably be expected to make, on or after the date hereof, aggregate payments in excess of \$12.5 million;

(iii) (A) joint venture, partnership and limited liability company operating agreements pursuant to which a Comcast Transferor or any of

the Contributed Comcast Subsidiaries would reasonably be expected to make, on or after the date hereof, aggregate payments in excess of \$18.75 million, (B) organizational documents of other material joint ventures, partnerships and limited liability companies included in the Comcast Assets and (C) organizational documents or other Contracts relating to other joint ventures, partnerships and limited liability companies included in the Contributed Comcast Assets in which Comcast and its Subsidiaries own an interest with a value in excess of \$6.25 million, containing rights, agreements, arrangements or commitments obligating any party thereto to issue, sell, purchase, return, convert or redeem any of the shares or other equity interests of such joint venture, partnership or limited liability company or securities convertible into or exchangeable for such shares or other equity securities;

(iv) Contracts prohibiting or materially restricting the ability of any Comcast Transferor or any Contributed Comcast Subsidiary to (A) engage in any business, (B) sell any products or services to any other Person, (C) operate in any geographical area or (D) compete with or obtain products or services from any Person or prohibit or restrict the ability of any Person to provide products or services to any Comcast Transferor or any Contributed Comcast Subsidiary, in each case, other than (x) exclusivity and channel distribution restrictions contained in Exploitation Agreements or Affiliation Agreements and (y) exclusivity restrictions contained in sourcing agreements that would not reasonably be expected to involve annual payments in excess of \$2.5 million, in each case (x) and (y), entered into in the ordinary course of business;

(v) Contracts relating to the borrowing of money or extension of credit that would reasonably be expected to involve amounts in excess of \$10 million to which any Comcast Transferor or Contributed Comcast Subsidiary is a party;

(vi) Exploitation Agreements (A) pursuant to which the Comcast Transferors and the Contributed Comcast Subsidiaries would reasonably be expected to receive annual revenue in excess of \$6.25 million for fiscal year 2009, and/or (B) in respect of which the Comcast Transferors and Contributed Comcast Subsidiaries would reasonably be expected to make payments in excess of (x) \$6.25 million in fiscal year 2010 or 2011 or (y) \$25 million in any other fiscal year, other than, in each case under (A) or (B) above, any Contract of the type (disregarding any dollar thresholds, materiality or other qualifiers, restrictions or other limitations applied to such Contract type) described in clause (ix) of this Section 5.15(a);



(vii) Affiliation Agreements representing the top ten (ranked by aggregate distribution fees payable during the nine month period ending on September 30, 2009) programming service distribution agreements;

(viii) “term deals” as commonly understood in the motion picture or television industry pursuant to which the relevant Comcast Transferors and Contributed Comcast Subsidiaries would reasonably be expected to pay, on or after the date hereof, aggregate compensation in excess of \$2.5 million;

(ix) each Contract pursuant to which any Comcast Transferor or Contributed Comcast Subsidiary licenses any exhibition rights in Programs to third parties for any period ending on or after September 30, 2009 on an output basis (i.e., which grants television exhibition rights to Library Pictures, or films that will become Library Pictures, that will become available for such exhibition during a specified prospective multiyear period of time, and under which not all Library Pictures are specifically identified by title) pursuant to which the relevant Comcast Transferors and Contributed Comcast Subsidiaries would reasonably be expected to receive annual revenue in excess of \$6.25 million for fiscal year 2009;

(x) material Comcast IP Licenses, other than any (A) “shrinkwrap” or “clickwrap” licenses or agreements for commercially available off-the-shelf Software, (B) confidentiality agreements made in the ordinary course of business, or (C) any Contract of the type (disregarding any dollar thresholds, materiality or other qualifiers, restrictions or other limitations applied to such Contract type) described in clauses (i)-(ix) or (xi)-(xiii) of this Section 5.15(a);

(xi) Talent Contracts representing, as of the date hereof, the top 10 Talent Contracts (based on the aggregate amount of payments reasonably expected to be made by the relevant Comcast Transferors and Contributed Comcast Subsidiaries) and the employment agreements of the president of the Comcast programming division and each of his direct reports (to the extent that such individuals are party to employment agreements);

(xii) infomercial or similar paid programming Contracts granting any Person the right to program any block of time on the television and cable networks included in the Comcast Assets (the “**Comcast Cable Networks**”) pursuant to which the relevant Comcast Transferors and Contributed Comcast Subsidiaries would reasonably be expected to receive, on or after the date hereof, aggregate consideration in excess of \$2.5 million;

(xiii) Contracts for the acquisition, lease or servicing of satellite transponders and other uplink and downlink and terrestrial transmission (including fiber optic) arrangements relating to the distribution of the broadcast and cable networks of the Contributed Comcast Businesses and in respect of which the relevant Comcast Transferors and Contributed Comcast Subsidiaries would reasonably be expected to make, on or after the date hereof, aggregate payments in excess of \$2.5 million;

(xiv) the Contracts listed on Section 5.15(a)(xiv) of the Comcast Disclosure Letter; and

(xv) Contracts not of a type (disregarding any dollar thresholds, materiality or other qualifiers, restrictions or other limitations applied to such Contract type) described in the foregoing clauses (i) through (xiv) that would reasonably be expected to involve payments in excess of \$25 million.

(b) Each Significant Comcast Contract is a legal, valid and binding obligation of the applicable Comcast Transferor or Contributed Comcast Subsidiary, as the case may be, and, to the Knowledge of Comcast, each other party to such Comcast Contract (other than NBCU or its Affiliates), and is enforceable against the applicable Comcast Transferor or Contributed Comcast Subsidiary, as the case may be, and, to the Knowledge of Comcast, each such other party (other than NBCU or its Affiliates), in accordance with its terms subject, in each case, to the effect of any applicable Laws relating to bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or preferential transfers, or similar Laws relating to or affecting creditors' rights generally and subject, as to enforceability, to the effect of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law). Assuming the receipt of all consents or approvals required in connection with the consummation of the transactions contemplated by this Agreement pursuant to the Contracts set forth on Section 5.04 of the Comcast Disclosure Letter, neither the Comcast Transferors nor the Contributed Comcast Subsidiaries nor, to the Knowledge of Comcast, any other party to a Significant Comcast Contract (other than any NBCU Entity) is in material default or material breach of a Significant Comcast Contract, and there does not exist any event, condition or omission that would constitute such a material default or material breach (whether by lapse of time or notice or both) under any Significant Comcast Contract on the part of any Comcast Transferor or Contributed Comcast Subsidiary or, to the Knowledge of Comcast, any other Person (other than NBCU or its Affiliates). Comcast has made available to NBCU complete copies of all written Significant Comcast Contracts, together with any amendments thereto, and accurate descriptions of all material terms of any oral Significant Comcast Contracts, in each case, other than the Contracts listed on Section 5.15(b) of the Comcast Disclosure Letter. Section 5.15(b)(i) of the Comcast Disclosure Letter

sets forth a list of Significant Comcast Contracts with respect to which NBCU has made available to Comcast descriptions of certain provisions. All such descriptions are accurate and complete.

(c) None of the Comcast Transferors or the Contributed Comcast Subsidiaries has received, within the three (3) years ending on the date hereof, any written notice of any violation or breach of any MFN included in any Affiliation Agreement.

(d) Neither Comcast nor any of its Subsidiaries is a party to or bound by and the Contributed Comcast Assets do not contain any Contract that, by its terms, would bind Affiliates of Newco (other than Comcast, its Subsidiaries and the Contributed Comcast Subsidiaries) after giving effect to the Closing. Comcast has made available to NBCU accurate and complete copies of the provisions referenced on Section 5.15(d) of the Comcast Disclosure Letter.

Section 5.16. *Employment and Employee Benefits Matters.* (a) Section 5.16(a) of the Comcast Disclosure Letter sets forth a list, as of the date hereof, of all material Comcast Employee Plans and separately identifies (i) the material Comcast Parent Plans, (ii) the material Comcast Subsidiary Plans (other than Comcast Multiemployer Plans), (iii) the Comcast Multiemployer Plans covering 50 or more active Comcast Contributed Business Employees employed in the United States and the material Comcast Multiemployer Plans covering Comcast Contributed Business Employees employed outside of the United States, (iv) the Comcast Employee Plans (other than Comcast Multiemployer Plans) constituting plans subject to Title IV of ERISA or other defined benefit pension plans covering 50 or more Comcast Contributed Business Employees, (v) each Comcast Employee Plan (other than any Multiemployer Plan) that provides for post-retirement medical coverage for 50 or more Comcast Contributed Business Employees (excluding coverage as required to avoid an excise tax under section 4980B of the Code, coverage through the end of the calendar month in which retirement occurs, post-employment coverage under a medical expense reimbursement account and coverage during any severance benefits period), and (vi) to the Knowledge of Comcast, the principal labor agreements covering the current material terms and conditions of employment with each union or labor organization, collective bargaining unit, works council or other employee representative that applies to Comcast Contributed Business Employees. Comcast has previously made available to GE a true and complete copy of each Comcast Employee Plan (other than Multiemployer Plans) covering Comcast Contributed Business Employees employed in the United States and a summary or written description of each material Comcast Employee Plan applicable to Comcast Contributed Business Employees employed in countries other than the United States.

(b) To the Knowledge of Comcast, as of the date hereof, no Comcast Multiemployer Plan is in critical, endangered, or seriously endangered status as described in Section 305 of ERISA, as amended by the Pension Protection Act of 2006.

(c) Each Comcast Employee Plan (and, as of the date hereof, with respect to any Multiemployer Plan, solely to the Knowledge of Comcast without any inquiry) that is intended to be qualified under Section 401(a) of the Code has received a favorable determination letter from the IRS that it is so qualified, and each related trust that is intended to be exempt from federal income Tax pursuant to Section 501(a) of the Code has received a determination letter from the IRS that it is so exempt, and no event has occurred since the date of such determination letter that would reasonably be expected to adversely affect such qualification or exemption, as the case may be. Each Comcast Employee Plan (other than any Multiemployer Plan) that is required to be registered in order to obtain tax-approved, favored or qualified status in the relevant jurisdiction has been registered or, where applicable, accepted for registration, and has been maintained in good standing with applicable Governmental Authorities, except as would not reasonably be expected to have a Comcast Material Adverse Effect.

(d) With respect to each Comcast Employee Plan (other than any Multiemployer Plan) subject to Title IV of ERISA, there is no liability incurred under Title IV of ERISA that has not been satisfied in full (other than premiums to the Pension Benefit Guaranty Corporation which are not past due or amounts reflected in the Comcast Financial Statements). None of the Comcast Assets is the subject of any Lien arising under ERISA or Section 412 of the Code. With respect to each Comcast Employee Plan (other than any Multiemployer Plan) that is a registered pension plan, no Person has (i) withdrawn any funds from the plan; (ii) merged any of the plans with another registered pension plan; (iii) transferred assets from another registered pension plan to the plan; (iv) taken a contribution holiday in respect of the plan; or (v) used assets from the plan to pay administrative expenses of the plan, except, in each such case, (A) in accordance with terms of the respective plan (and any applicable funding agreement) and applicable Law; or (B) as to which there is no material Liability.

(e) Each Comcast Employee Plan (other than Multiemployer Plans) is now and has been operated in all material respects in accordance with its terms and the requirements of all applicable Laws.

(f) There are no material controversies (other than routine benefit claims for benefits in the ordinary course) pending or, to the Knowledge of Comcast, threatened in connection with any Comcast Subsidiary Plan (other than any Multiemployer Plan) or, except as would not reasonably be expected to have a Comcast Material Adverse Effect, any other Comcast Employee Plan (other than any Multiemployer Plan).

(g) None of the Comcast Transferors, the Contributed Comcast Subsidiaries or their respective Affiliates has breached or otherwise failed to comply in any material respect with the provisions of any collective bargaining, works council or similar employee representative agreement, and as of the date hereof there are no material grievances or arbitrations outstanding thereunder. There are no formal organizational campaigns, corporate campaigns, petitions, demands for recognition via card-check or, to the Knowledge of Comcast, other material unionization activities seeking recognition of a bargaining unit in the Contributed Comcast Businesses. As of the date hereof, there are no material unfair labor practice charges, grievances, pending arbitrations, or other complaints or union representation questions before the National Labor Relations Board or other labor board or Governmental Authority that could materially affect Comcast Contributed Business Employees and would reasonably be expected to result in a material Liability to the Newco Group.

(h) As of the date hereof, there are no current or, to the Knowledge of Comcast, threatened material strikes, slowdowns or work stoppages, and no such material strike, slowdown or work stoppage has occurred within the three years preceding the date hereof. Except as would not reasonably be expected to result in a material Liability to the Contributed Comcast Businesses, the Comcast Transferors, the Contributed Comcast Subsidiaries and their respective Affiliates have, in all material respects, informed and consulted with their respective employee representative bodies to the degree required by applicable Laws and applicable collective bargaining, works council or similar employee representative agreements, including but not limited to the transactions contemplated by this Agreement.

(i) Each of the Comcast Transferors, the Contributed Comcast Subsidiaries and their respective Affiliates (in the case of the Comcast Transferors and their Affiliates that are not Contributed Comcast Subsidiaries, with respect to Comcast Contributed Business Employees only) are in compliance in all material respects with all applicable Laws relating to the employment of Comcast Contributed Business Employees (including employment or labor standards, labor relations, human rights, immigration, workers' compensation, severance payment, payment of wages, the WARN Act and any similar state or local law, classification of independent contractor or other non-employee status and of exempt and non-exempt employees, pay equity, data protection and Automatic Transfer Legislation) and, except for amounts reflected in the Comcast Financial Statements or non-compliance which would not result in a material Liability to Comcast or any of its Affiliates, have timely paid in full all wages, salaries, benefits, commissions and other compensation, and all levies, assessments, contributions and payments to third parties (including social security or social insurance, housing fund, employment insurance, income tax, employer health tax, workers compensation, Multiemployer Plan contributions, or payments of its contributions with respect to social security agencies, family benefits agencies

and any retirement and unemployment related agencies or other payments of tax and social security payments to Governmental Authorities) due to or on behalf of the Comcast Contributed Business Employees. Except for accrued amounts that are not past due and non-compliance which would not reasonably be expected to result in a material Liability to Comcast or any of its Affiliates, each of the Comcast Transferors, the Contributed Comcast Subsidiaries and their respective Affiliates has withheld, and paid to the relevant Governmental Authority, proper and accurate amounts from salaries and wages due to the Comcast Contributed Business Employees in due compliance in all material respects with relevant tax withholding provisions. No material claim with respect to payment of wages, salary or overtime pay has been asserted, or is now pending or, to the Knowledge of Comcast, threatened before any Governmental Authority, with respect to Comcast Contributed Business Employees, and there is no charge or proceeding with respect to a material violation of any occupational safety or health standards that has been asserted or is now pending or, to the Knowledge of Comcast, threatened with respect to the Contributed Comcast Businesses. No material charge of discrimination in employment or employment practices for any reason, including age, gender, race, religion or other legally protected category, has been asserted or is now pending or, to the Knowledge of Comcast, threatened before the United States Equal Employment Opportunity Commission or other Governmental Authority by Comcast Contributed Business Employees. As of the date hereof, none of the Comcast Transferors, the Contributed Comcast Subsidiaries or their respective Affiliates (in the case of the Comcast Transferors and their Affiliates that are not Contributed Comcast Subsidiaries, with respect to Comcast Contributed Business Employees only) is subject to any pending investigation from any labor inspection or similar Governmental Authority which could reasonably be expected to result in any material payment. There is no other material Action existing, pending or, to the Knowledge of Comcast, threatened by Comcast Contributed Business Employees against any Comcast Transferor, any Contributed Comcast Subsidiary or any of their respective Affiliates, and there are no matters that would reasonably be expected to give rise to any such material Actions.

(j) To the Knowledge of Comcast, no Comcast Contributed Business Employee has been, is or will be, by performing services for the Newco Group, in violation of any term of any employment, invention disclosure or assignment, confidentiality, nondisclosure agreement, noncompetition agreement or other restrictive covenant or any order, other than any violation that would not have a material Liability.

(k) In the event the services of each Comcast Contributed Business Employee who, as of the date hereof, is a party to a Comcast Employee Agreement set forth in Section 5.15(a)(xi) of the Comcast Disclosure Letter was terminated on January 1, 2010, the aggregate amount of such Comcast Contributed Business Employees' severance or termination pay or claim for

damages to the extent attributable solely to annual base salary is set forth in Section 5.16(k) of the Comcast Disclosure Letter. Section 5.16(k) of the Comcast Disclosure Letter sets forth a list of all Comcast Employee Plans (other than any Multiemployer Plan) pursuant to which any amounts or benefits may become vested or payable, funded, increased or accelerated, as a result of the consummation of the transactions contemplated by this Agreement (either alone or in combination with any other event or events), including, as to any such Comcast Employee Plan constituting an employee pension benefit plan, any employer debt under Section 75 of the Pensions Act 1995, any withdrawal or termination penalty, or other similar penalty. There are no Comcast Employee Plans (other than any Multiemployer Plan) which provide for the payment of any amount (whether in cash or property or the vesting of property) as a result of any of the transactions contemplated by this Agreement (either alone or in combination with any other event or events) that would give rise to a material payment that is nondeductible by reason of Section 280G.

Section 5.17. *Comcast Real Property.* (a) Section 5.17(a) of the Comcast Disclosure Letter sets forth a list, as of the date hereof, of all of the material Comcast Owned Real Properties and the material Comcast Leased Real Properties.

(b) As of the date hereof, the Comcast Transferors or the Contributed Comcast Subsidiaries have good and valid fee simple title to all material Comcast Owned Real Property and valid leasehold title to the leasehold estate (as lessee or sublessee) in all material Comcast Leased Real Property, in each case free and clear of all Liens except for Permitted Liens.

(c) (i) All leases and subleases for the material Comcast Leased Real Property under which any of the Comcast Transferors or Contributed Comcast Subsidiaries is a lessee or sublessee are in full force and effect and are enforceable, in all material respects, in accordance with their respective terms, subject to the effect of any applicable Laws relating to bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or preferential transfers, or similar Laws relating to or affecting creditors' rights generally and subject, as to enforceability, to the effect of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), and (ii) no written notices of material default under any such lease or sublease have been sent or received by any Comcast Transferors or Contributed Comcast Subsidiaries.

(d) None of the Comcast Transferors or Contributed Comcast Subsidiaries has received any written notice from any Governmental Authority asserting any material violation or alleged material violation of applicable Laws with respect to any Comcast Real Properties that remains uncured as of the date of this Agreement.

(e) The plants, buildings, structures and fixtures material to the Comcast Businesses included in the Comcast Assets are adequate for their present uses.

(f) The plants, buildings and structures material to the Comcast Businesses included in the Comcast Assets currently (i) have access to public roads or valid and subsisting easements, rights of way or private agreements (including leases) for access over private streets or private property for such ingress to and egress from all such plants, buildings and structures, and (ii) are serviced by such utilities as are necessary for the particular operations of Comcast taking place on the date hereof at each such plant, building or structure.

(g) Subject to Section 2.05, all real property material to the Contributed Comcast Businesses is included in either the Comcast Owned Real Property or the Comcast Leased Real Property.

Section 5.18. *Insurance.* (a) All material insurance policies maintained by or for the benefit of the Contributed Comcast Businesses, including all existing errors and omission insurance policies, are in full force and effect. The Comcast Transferors and the Contributed Comcast Subsidiaries have complied in all material respects with the terms and provisions of such policies. No claim has been made since January 1, 2006 with respect to the Library Rights under any errors and omissions policy maintained by or for the benefit of the Contributed Comcast Businesses.

(b) Section 5.18(b) of the Comcast Disclosure Letter sets forth a true and complete list, as of the date hereof, of (i) all Comcast Available Insurance Policies and (ii) all Comcast Transferable Insurance Policies.

Section 5.19. *Brokers.* Except for fees and expenses of Morgan Stanley & Co. Incorporated, Banc of America Securities LLC and UBS Securities LLC in connection with their rendering of investment banking advice to Comcast and its Affiliates, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission from Comcast or any of its Affiliates in connection with transactions contemplated hereby based upon arrangements made by or on behalf of Comcast or any of its Affiliates.

Section 5.20. *Related Party Transactions.* (a) Section 5.20(a) of the Comcast Disclosure Letter sets forth a true and complete list, as of the date hereof, of all Related Party Comcast Contracts.

(b) Section 5.20(b) of the Comcast Disclosure Letter sets forth, as of the date hereof, a true and complete list of the Comcast LCs and, if applicable, the aggregate potential Liability under each such Comcast LC.



Section 5.21. *Library Rights.* (a) As between (i) Comcast and its Subsidiaries (other than any Contributed Comcast Subsidiary) on the one hand, and (ii) any Contributed Comcast Subsidiary on the other hand, any and all rights in and to the Library (and any databases relating thereto) are held by the Contributed Comcast Subsidiaries (rather than by Comcast or any of its other Subsidiaries).

(b) All Exploitation Agreements entered into by a Comcast Transferor or Contributed Comcast Subsidiary pursuant to which a Comcast Transferor or a Contributed Comcast Subsidiary has granted any third party any right to Exploit any material portions of the Library or its components have been entered into in the ordinary course of business.

(c) None of the Comcast Transferors or the Contributed Comcast Subsidiaries have received (nor does Comcast have any Knowledge that the Comcast Transferors or the Contributed Comcast Subsidiaries will receive) from any registration or filing office of requisite authority in any jurisdiction, any notice from any third party terminating or purporting to terminate copyright assignments pursuant to 17 U.S.C § 203 or § 304 or their foreign equivalents and relating to the Programs.

(d) An original negative or master of each of the Library Pictures currently being Exploited has been properly stored, in each case in accordance with standards customarily applied by major theatrical, television and home video distributors, as applicable, or the Comcast Transferors or the Contributed Comcast Subsidiaries has access to printable elements of such Library Pictures. Such original negatives, masters or printable elements are, in all material respects, in a commercially reasonable condition. Section 5.21(d) of the Comcast Disclosure Letter sets forth, as of the date hereof, a list, which is true and complete in all material respects, of the physical locations of such original negatives, masters, or printable elements, and to the extent such physical locations are owned or controlled by third parties, the Comcast Transferors and the Contributed Comcast Subsidiaries are party to customary access agreements.

(e) The Library Tangible Assets for the Programs are stored and maintained in all material respects in accordance with standard industry practices for the use and preservation of such materials, and Comcast and its Subsidiaries have customary access thereto sufficient to Exploit the Programs.

Section 5.22. *Distribution.* (a) To the Knowledge of Comcast as of the date hereof, each distributor that is party to an Affiliation Agreement with a Comcast Transferor or Contributed Comcast Subsidiary is meeting its payment obligations under such Affiliation Agreement in accordance with the terms of such Affiliation Agreement, other than the nonpayment of amounts that are subject to a *bona fide* dispute, controversy or claim. No Comcast Transferor or

Contributed Comcast Subsidiary is in material default or material breach of any such Affiliation Agreement, and there does not exist any event, condition or omission that would constitute such a material default or material breach (whether by lapse of time or notice or both) under any such Affiliation Agreement on the part of any Comcast Transferor or Contributed Comcast Subsidiary.

(b) With respect to any material Affiliation Agreement containing a delete or repositioning right, no multichannel video programming distributor has notified any Comcast Transferor or Contributed Comcast Subsidiary in writing of its intention to delete or materially reposition any programming service.

(c) Section 5.22(c) of the Comcast Disclosure Letter sets forth, as of September 30, 2009, the number of subscribers with respect to each network of the Comcast Transferors and Contributed Comcast Subsidiaries as most recently reported by the applicable distributor.

Section 5.23. *No Debt as of Closing.* Immediately prior to the Closing, none of the Contributed Comcast Subsidiaries shall have any outstanding Debt other than Debt of any Subsidiary that is not, directly or indirectly, wholly owned by Comcast and capital lease obligations.

Section 5.24. *Securities Matters.* The Newco Membership Interests (including those to be purchased from NBCU in accordance with Section 2.04) are being obtained by Comcast for its own account, and not with a view to, or for the offer or sale in connection with, any distribution or sale of the Newco Membership Interests or any interest in them in violation of the Securities Act (or analogous Laws in any non-U.S. jurisdiction). Comcast has sufficient knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of its investment in the Newco Membership Interests, and is capable of bearing the economic risks of such investment, including a complete loss of its investment in the Newco Membership Interests. Comcast acknowledges that the Newco Membership Interests have not been registered under the Securities Act or any state securities Laws, and understands and agrees that it may not sell or dispose of any of the Newco Membership Interests except pursuant to a registered offering in compliance with, or in a transaction exempt from, the registration requirements of the Securities Act and any other applicable state, foreign or federal securities Laws.

Section 5.25. *Availability of Funds; Ability to Close.* On the Closing Date, Comcast will have cash available or availability under borrowing facilities that together are sufficient to enable it to consummate the transactions contemplated by this Agreement.

Section 5.26. *No Other Representations or Warranties.* EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS

ARTICLE 5 (AS MODIFIED BY THE COMCAST DISCLOSURE LETTER) AND IN THE OTHER TRANSACTION AGREEMENTS, NEITHER COMCAST NOR ANY OTHER PERSON MAKES ANY OTHER EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WITH RESPECT TO COMCAST OR THE OTHER COMCAST TRANSFERORS, THE COMCAST ASSETS, THE CONTRIBUTED COMCAST SUBSIDIARIES, THE CONTRIBUTED COMCAST BUSINESSES OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, THE ASSUMED COMCAST LIABILITIES AND ANY OTHER RIGHTS OR OBLIGATIONS TO BE TRANSFERRED HEREUNDER OR PURSUANT HERETO, AND COMCAST DISCLAIMS ANY OTHER REPRESENTATIONS OR WARRANTIES, WHETHER MADE BY COMCAST OR ITS AFFILIATES, OR ANY OF ITS OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES. EXCEPT AS SET FORTH IN THIS AGREEMENT OR IN THE ANCILLARY AGREEMENTS, COMCAST HEREBY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, PROJECTION, FORECAST, STATEMENT, OR INFORMATION MADE, COMMUNICATED, OR FURNISHED (ORALLY OR IN WRITING) TO THE PARTIES HERETO, NEWCO OR THEIR RESPECTIVE AFFILIATES OR REPRESENTATIVES (INCLUDING ANY OPINION, INFORMATION, PROJECTION, OR ADVICE THAT MAY HAVE BEEN OR MAY BE PROVIDED TO ANY OTHER PARTIES HERETO BY ANY DIRECTOR, OFFICER, EMPLOYEE, AGENT, CONSULTANT, OR REPRESENTATIVE OF COMCAST OR ANY OF ITS AFFILIATES). COMCAST MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE PROBABLE SUCCESS OR PROFITABILITY OF THE CONTRIBUTED COMCAST BUSINESSES, THE COMCAST ASSETS OR THE CONTRIBUTED COMCAST SUBSIDIARIES.

## ARTICLE 6

### ADDITIONAL AGREEMENTS

Section 6.01. *Conduct of Business Prior to the Closing.* (a) NBCU. From the date of this Agreement through the Closing, except as required by applicable Law or any Governmental Authority, as otherwise expressly contemplated by the Transaction Agreements (including Section 6.05 and Section 6.14) and for matters identified in Section 6.01(a) of the NBCU Disclosure Letter, unless Comcast otherwise consents in writing in advance (which consent, except in the case of Section 6.01(a)(ii), shall not be unreasonably withheld, conditioned or delayed), GE will, and will cause the other NBCU Transferors and the NBCU Entities to, (x) conduct the NBCU Businesses and operations thereof in the ordinary course of business consistent with past practice (including with respect to labor and union matters), (y) use commercially reasonable efforts to preserve intact the business organizations of the NBCU Businesses, keep available the services of their

executive officers and key employees, maintain NBCU Owned Real Property and NBCU Leased Real Property in the ordinary course of business consistent with past practice, continue to pursue, consistent with past practices and subject to changes in facts and circumstances, the Development Agreement and activities related thereto, including all applications and permits related thereto, as appropriate in the reasonable good faith judgment of NBCU from time to time, and preserve their current business relationships with the material customers, authors, producers, directors, actors, performers, announcers, suppliers, advertisers, distributors, business partners and others persons having business dealings with them and (z) with respect to the NBCU Businesses and NBCU Entities, not do any of the following:

(i) except in the ordinary course of business consistent with past practice, grant, permit or create any Lien (other than a Permitted Lien) on any NBCU Assets (whether tangible or intangible) with a value individually in excess of \$10 million or, in the aggregate, in excess of \$50 million;

(ii) (A) acquire (through GE or any of its Affiliates, including any NBCU Entity) by merger, consolidation, combination or amalgamation, or (B) acquire any equity interest in or assets of, any corporation, partnership, association or other business organization or division thereof, in each case, for consideration (including any Debt for borrowed money acquired or assumed in such transaction), in an amount greater than \$100 million in any single transaction or \$250 million in the aggregate; *provided* that such aggregate cap of \$250 million shall not prohibit or restrict any NBCU Entity's ability to enter into any Library Underlying Agreement or to acquire any Library Literary Properties, in each case in the ordinary course of business and for consideration on a per transaction basis of \$20 million or less (excluding participation and similar variable payments);

(iii) except for the NBCU Financing or the Alternative Financing Arrangements, the GE Note, the Comcast Note and the Repatriation Notes (if any), and for Debt assumed or incurred in a transaction permitted pursuant to Section 6.01(a)(ii), create, incur, guarantee or assume any Debt, issue any debt securities or assume, grant, guarantee or endorse, or otherwise as an accommodation become responsible for, the obligations of any Person, or make any loans or advances (in each case, other than (A) in the ordinary course of business in amounts and on terms consistent with past practice as permitted under the Contracts set forth on Section 6.01(a)(iii) of the NBCU Disclosure Letter, (B) pursuant to intercompany borrowing arrangements (x) that will be repaid in full and terminated at Closing or (y) solely between or among NBCU Entities and (C) guarantees of (1) leases entered into by any NBCU

Entity with respect to the NBCU Leased Real Property or (2) other obligations not exceeding \$30 million in the aggregate);

(iv) issue or sell any additional shares of, or other equity interests in, any of the NBCU Transferors or NBCU Entities, or securities convertible into or exchangeable for such shares or equity interests (other than, in each case, the issuance or sale of shares of, or other equity interests in, one NBCU Entity to another NBCU Entity), or issue or grant any options, warrants, calls, subscription rights, profit participation rights (other than profit participation rights relating to films or television programs granted in the ordinary course of business consistent with past practice) or other rights of any kind, contingently or otherwise, to acquire such shares, other equity interests or securities, or any securities convertible into or exchangeable for such equity securities, or amend the terms of any such shares, equity interests or securities or options, warrants, calls, subscription rights or other rights outstanding, or effect any recapitalization, reclassification, stock split or like change in the capitalization of any NBCU Transferor or NBCU Entity;

(v) other than sales or licensing of products, programming or other goods and services in the ordinary course of business consistent with past practice (including pursuant to Exploitation Agreements), license, sell, transfer, lease, sublease, or otherwise dispose of any NBCU Assets, NBCU Owned Real Property, NBCU Owned Intellectual Property or NBCU Technology for consideration, individually in excess of \$100 million or, in the aggregate, in excess of \$250 million;

(vi) amend or modify in any material respect, withdraw or terminate the Development Agreement, or any condominium plan, declaration unit owners agreement, declaration of covenants and restrictions, reciprocal easement agreement or similar agreement in existence with respect to the NBCU Leased Real Property located at 30 Rockefeller Center, New York, New York, in a manner that negatively impacts NBCU's rights thereunder;

(vii) recognize any new union, works council or other similar employee representative, except as required by applicable Law;

(viii) without the prior consent of Comcast (which consent shall not be unreasonably withheld), enter into any Collective Bargaining Agreement, or renew or enter into a mid-term modification (excluding resolutions of grievances relating to or interpretations of a Collective Bargaining Agreement) of any existing Collective Bargaining Agreement, in each case, that applies to at least 500 NBCU Business Employees;

(ix) without prior consultation with Comcast (and, if applicable pursuant to Section 6.01(a)(viii), the prior consent of Comcast), enter into any Collective Bargaining Agreement, or renew or enter into a mid-term modification (excluding resolutions of grievances relating to or interpretations of a Collective Bargaining Agreement) of any existing Collective Bargaining Agreement, in each case, with the Screen Actors Guild; Directors Guild of America; Writers Guild of America; International Brotherhood of Teamsters; National Association of Broadcast Employees and Technicians-Communications Workers of America (NABET); International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada (IATSE); American Federation of Television and Radio Artists (AFTRA); Alliance of Canadian Cinema, Television and Radio Artists (ACTRA); or American Federation of Musicians and Actor's Equity Association;

(x) without prior consultation with Comcast, effectuate any "mass layoffs" within the meaning of the WARN Act;

(xi) with respect to any NBCU Business Employee whose aggregate annual cash compensation exceeds \$750,000, (A) enter into any NBCU Employee Agreement that has a term of more than three years (or materially amend any such NBCU Employee Agreement) or (B) extend the term of any NBCU Employee Agreement by more than three years (other than any extension that maintains the existing terms of such NBCU Employee Agreement; *provided* that any increase of annual salary to the extent permitted by Section 6.01(a)(xii) and any immaterial amendment of such terms, other than the term of such NBCU Employee Agreement, shall be deemed such a maintenance), in each case, other than Talent Contracts (with respect to which clause (xxi) below shall govern);

(xii) increase the annual salary of any NBCU Business Employee who is within the Senior Executive or GE Officer Band by more than 15% in the aggregate, without the prior consent of Comcast (which consent shall not be unreasonably withheld), except as required by the terms of any existing agreement;

(xiii) except in the ordinary course of business consistent with past practice, increase the cash bonus under any non-formula based bonus arrangement of any NBCU Business Employee who is within the Senior Executive or GE Officer Band without the prior consent of Comcast (which consent shall not be unreasonably withheld);

(xiv) other than as required by applicable Law or an existing agreement, without prior consultation with Comcast, adopt or amend any

bonus plan or other variable compensation plan with a performance measurement period of greater than 12 months (excluding any period principally relating to an employee's obligation to be employed on the payment date);

(xv) other than as required by applicable Law or an existing agreement, without prior consultation with Comcast, adopt or amend any material NBCU Subsidiary Plan (other than a Multiemployer Plan) which is an employee pension or welfare benefit plan (as defined in ERISA) (including any similar plan for employees located primarily outside of the United States) which would materially increase the costs thereof, except (A) announced changes as of the date hereof, (B) in connection with or relating to the acquisition of a business or the commencement of business in a new town, city, state or similar location, or (C) the replacement of a similar plan; *provided, however*, that nothing in this Section 6.01(a)(xv) shall limit the ability of NBCU and its Affiliates to take actions, or to cause any of NBCU's Subsidiaries to take actions, with respect to NBCU Parent Plans to the extent such actions relate generally to the employees of GE or any of its Affiliates that participate in such plans;

(xvi) make any material change in any method of accounting or accounting policy used by the NBCU Businesses in the preparation of its financial statements, other than such changes as are required by U.S. GAAP or applicable Law or changes applying generally to GE and its consolidated Subsidiaries;

(xvii) except for Taxes, which are governed exclusively by the Tax Matters Agreement, enter into any settlement or release with respect to any Action relating to the NBCU Businesses on terms reasonably expected to (x) result in a payment by the NBCU Transferors or NBCU Entities in excess of the greater of (A) \$10 million and (B) the amount reserved on the NBCU Financial Statements with respect thereto or (y) impose ongoing limits on the conduct or operation of the NBCU Businesses;

(xviii) forgive, cancel, compromise, waive, release, assign, sell, transfer or relinquish any Debts, rights, or receivables except for Debts, rights and receivables against Persons (other than GE, Vivendi or their respective Affiliates (in each case, other than NBCU or its Subsidiaries)) in an aggregate amount not to exceed \$30 million that are forgiven, cancelled, compromised, waived, released, assigned, sold, transferred or relinquished in the ordinary course of business consistent with past practice;

(xix) permit the amount of receivables of the NBCU Businesses that are factored, securitized or subject to any similar arrangement, whether pursuant to a Factoring Agreement or otherwise, to exceed \$1.85 billion in the aggregate at any time outstanding;

(xx) subject to Section 6.20(a), (A) enter into any Related Party NBCU Contract, other than Related Party NBCU Contracts entered into in the ordinary course of business consistent with past practice, on arm's length terms, or renew any Related Party NBCU Contract, other than renewals entered into in the ordinary course of business consistent with past practice on terms substantially similar to those in effect immediately prior to such renewal, or (B) amend, modify or terminate, or otherwise waive, release or assign any rights, claims or benefits of any NBCU Transferor or NBCU Entity under, any Related Party NBCU Contract other than amendments and modifications to reflect changes to the terms thereof to the extent such changes are generally applicable to the businesses of GE and its Subsidiaries;

(xxi) enter into, modify, amend, renew or terminate any Designated NBCU Contract;

(xxii) (A) materially modify or amend, terminate (which shall not include expiration), enter into, renew or extend (other than pursuant to an existing extension option) the term of any lease listed on Section 3.16(a) of the NBCU Disclosure Letter or other leases or subleases with respect to real property, other than (x) leases or subleases with respect to real property in the ordinary course of business consistent with past practice for an aggregate rental payment over the term of such lease or sublease to be made on or after the Closing Date not to exceed \$10 million and (y) Contracts with respect to the rental or lease of real property for the purpose of television or motion picture production (or television motion pictures for which production has not concluded), or (B) accept any payments under any NBCU Leased Real Property more than thirty days in advance or purchase or exercise any option for the purchase or lease of any real property other than in the ordinary course of business consistent with past practice; *provided, however* that in the event that Comcast does not respond to NBCU's written request for consent to any such item within ten (10) Business Days of receipt of such request, Comcast shall be deemed to have consented;

(xxiii) adopt a plan of complete or partial liquidation, dissolution, merger, consolidation or other reorganization;

(xxiv) except in the ordinary course of business consistent with past practice and as commercially reasonable in the NBCU Transferors' or



NBCU Entities' reasonable business judgment, fail to make all filings, pay all fees, and take all other similar actions necessary to obtain, maintain, perfect or renew any of the NBCU Owned Intellectual Property;

(xxv) amend any provision of their articles of incorporation or bylaws or other equivalent organizational documents or consent to or approve any amendment to any provision of the articles of incorporation or bylaws or other equivalent organizational documents of any Person that is not a Subsidiary of NBCU but in which (A) a NBCU Entity holds an equity interest with a value in excess of \$25 million or (B) a NBCU Transferor holds an equity interest with a value in excess of \$25 million that constitutes a Contributed NBCU Asset;

(xxvi) (A) enter into any Contract containing any provision pursuant to which the execution, delivery or performance of this Agreement or the other Transaction Agreements, or the consummation of the transactions contemplated hereby or thereby, would result in any Person having the right to receive any termination fee or liquidated damages or alter the terms of such Contract, or (B) knowingly take any action that would result in causing any NBCU Transferor or NBCU Entity to fail to satisfy a standard (*e.g.*, level of net worth) that if not satisfied would result in any Person party to such Contract having a termination or consent right under such Contract (which right such Person did not have prior to the taking of such action), or would change the basis on which any such Person is permitted to exercise a termination or consent right under such Contract, as a result of the execution, delivery or performance of this Agreement or the other Transaction Agreements or the consummation of the transactions contemplated hereby or thereby; or

(xxvii) enter into any legally binding commitment with respect to any of the foregoing;

*provided*, that in the event that Comcast fails to provide its consent to any action that could be considered a business opportunity within the scope of the NBCU Businesses for which NBCU has requested Comcast's consent, Comcast hereby acknowledges and agrees that it may not seek to take advantage of, or participate in any manner in, such business opportunity.

Nothing in Section 6.01(a)(v) or, to the extent not having an adverse effect on Newco or the NBCU Entities, Section 6.01(a)(xxiii) shall be deemed to limit the transfer of Excluded NBCU Assets from the NBCU Entities prior to the Closing.

(b) Comcast. From the date of this Agreement through the Closing, except as required by applicable Law or any Governmental Authority, as

otherwise expressly contemplated by the Transaction Agreements (including Section 6.05 and Section 6.14) and for matters identified in Section 6.01(b) of the Comcast Disclosure Letter, unless GE otherwise consents in writing in advance (which consent, except in the case of Section 6.01(b)(ii), shall not be unreasonably withheld, conditioned or delayed), Comcast will, and will cause the other Comcast Transferors and Contributed Comcast Subsidiaries to, (x) conduct the Contributed Comcast Businesses and operations thereof in the ordinary course of business consistent with past practice (including paying accounts payable and collecting accounts receivable in the ordinary course of business consistent with past practice), (y) use commercially reasonable efforts to preserve intact the business organizations of the Contributed Comcast Businesses, keep available the services of their executive officers and key Comcast Business Employees who are in good standing, maintain Comcast Owned Real Property and Comcast Leased Real Property in the ordinary course consistent with past practice, as appropriate in the reasonable good faith judgment of Comcast from time to time and preserve their current business relationships with the material customers, authors, producers, directors, actors, performers, announcers, suppliers, advertisers, distributors, business partners and others persons having business dealings with them and (z) with respect to the Contributed Comcast Businesses and Contributed Comcast Subsidiaries, not do any of the following:

(i) except in the ordinary course of business consistent with past practice, grant, permit or create any Lien (other than a Permitted Lien) on any Comcast Assets (whether tangible or intangible) with a value individually in excess of \$10 million or, in the aggregate, in excess of \$25 million;

(ii) (A) except for the Relevant Transactions, acquire (through Comcast or any of its Affiliates) by merger, consolidation, combination or amalgamation, or (B) acquire any equity interest in or assets of, any corporation, partnership, association or other business organization or division thereof, in each case, for consideration (including any Debt for borrowed money acquired or assumed in such transaction), in an amount greater than \$100 million in any single transaction or \$250 million in the aggregate (it being understood that each Relevant Transaction (other than the Relevant Transactions set forth on Section 6.22 of the Comcast Disclosure Letter) shall be applied toward such \$250 million aggregate limitation); *provided* that such aggregate cap of \$250 million shall not prohibit Comcast or any of its Subsidiaries' ability to enter into any Library Underlying Agreement or to acquire any Library Literary Properties, in each case in the ordinary course of business and for consideration on a per transaction basis of \$20 million or less (excluding participation and similar variable payments);

(iii) except for Debt assumed or incurred in a transaction permitted pursuant to Section 6.01(b)(ii), create, incur, guarantee or assume any Debt, issue any debt securities or assume, grant, guarantee or endorse, or otherwise as an accommodation become responsible for, the obligations of any Person, or make any loans or advances (in each case, other than (A) in the ordinary course of business in amounts and on terms consistent with past practice as permitted under the Contracts set forth on Section 6.01(b)(iii) of the Comcast Disclosure Letter, (B) pursuant to intercompany borrowing arrangements (x) that will be repaid in full and terminated at Closing or (y) solely between or among Contributed Comcast Subsidiaries and (C) guarantees of (1) leases entered into by Comcast or any direct or indirect wholly owned Subsidiary of Comcast with respect to the Comcast Leased Real Property or (2) other obligations not exceeding \$15 million in the aggregate);

(iv) issue or sell any additional shares of, or other equity interests in, any of the Comcast Transferors or Contributed Comcast Subsidiaries, or securities convertible into or exchangeable for such shares or equity interests (other than, in each case, the issuance or sale of shares of, or other equity interests in, one Contributed Comcast Subsidiary to another Contributed Comcast Subsidiary), or issue or grant any options, warrants, calls, subscription rights, profit participation rights (other than profit participation rights relating to television programs granted in the ordinary course of business consistent with past practice) or other rights of any kind, contingently or otherwise, to acquire such shares, other equity interests or securities, or any securities convertible into or exchangeable for such equity securities, or amend the terms of any such shares, equity interests or securities or options, warrants, calls, subscription rights or other rights outstanding, or effect any recapitalization, reclassification, stock split or like change in the capitalization of any Comcast Transferor or Contributed Comcast Subsidiary;

(v) license, sell, transfer, lease, sublease, or otherwise dispose of any Comcast Assets, Comcast Owned Real Property, Comcast Owned Intellectual Property or Comcast Technology, other than (i) sales or licensing of products, programming or other goods and services in the ordinary course of business consistent with past practice (including pursuant to Exploitation Agreements) and (ii) any other such transaction for consideration individually in excess of \$100 million or, in the aggregate, in excess of \$250 million;

(vi) [intentionally omitted]

(vii) recognize any new union, works council or other similar employee representative, except as required by applicable Law;

(viii) without the prior consent of GE (which consent shall not be unreasonably withheld), enter into any Collective Bargaining Agreement, or renew or enter into a mid-term modification (excluding resolutions of grievances relating to or interpretations of a Collective Bargaining Agreement) of any existing Collective Bargaining Agreement, in each case, that applies to at least 500 Comcast Transferred Employees;

(ix) without prior consultation with GE (and, if applicable pursuant to Section 6.01(b)(viii), the prior consent of GE), enter into any Collective Bargaining Agreement, or renew or enter into a mid-term modification (excluding resolutions of grievances relating to or interpretations of a Collective Bargaining Agreement) of any existing Collective Bargaining Agreement, in each case, with the Screen Actors Guild; Directors Guild of America; Writers Guild of America; International Brotherhood of Teamsters; National Association of Broadcast Employees and Technicians-Communications Workers of America (NABET); International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada (IATSE); American Federation of Television and Radio Artists (AFTRA); Alliance of Canadian Cinema, Television and Radio Artists (ACTRA); or American Federation of Musicians and Actor's Equity Association;

(x) without prior consultation with GE, effectuate any "mass layoffs" within the meaning of the WARN Act;

(xi) with respect to any Comcast Transferred Employee whose aggregate annual cash compensation exceeds \$750,000, (A) enter into any Comcast Employee Agreement that has a term of more than three years (or materially amend any such Comcast Employee Agreement) or (B) extend the term of any Comcast Employee Agreement by more than three years (other than any extension that maintains the existing terms of such Comcast Employee Agreement; *provided* that any increase of annual salary to the extent permitted by Section 6.01(b)(xii) and any immaterial amendment of such terms, other than the term of such Comcast Employee Agreement, shall be deemed such a maintenance), in each case, other than Talent Contracts (with respect to which clause (xx) below shall govern);

(xii) increase the annual salary of the president of the Comcast programming division or any of his direct reports by more than 15% in the aggregate, without the prior consent of GE (which consent shall not be unreasonably withheld), except as required by the terms of any existing agreement;

(xiii) except in the ordinary course of business consistent with past practice, increase the cash bonus under any non-formula based bonus arrangement of the president of the Comcast programming division or any of his direct reports without the prior consent of GE (which consent shall not be unreasonably withheld);

(xiv) other than as required by applicable Law or an existing agreement, without prior consultation with GE, adopt or amend any bonus plan or other variable compensation plan with a performance measurement period of greater than 12 months (excluding any period principally relating to an employee's obligation to be employed on the payment date);

(xv) other than as required by applicable Law or an existing agreement, without prior consultation with GE, adopt or amend any material Comcast Subsidiary Plan (other than a Multiemployer Plan) which is an employee pension or welfare benefit plan (as defined in ERISA) (including any similar plan for employees located primarily outside of the United States) which would materially increase the costs thereof, except (A) announced changes as of the date hereof, (B) in connection with or relating to the acquisition of a business or the commencement of business in a new town, city, state or similar location, or (C) the replacement of a similar plan; *provided, however*, that nothing in this Section 6.01(b)(xv) shall limit the ability of Comcast and its Affiliates to take actions, or to cause any of Comcast's Subsidiaries to take actions, with respect to Comcast Parent Plans to the extent such actions relate generally to the employees of Comcast or any of its Affiliates that participate in such plans;

(xvi) make any material change in any method of accounting or accounting policy used by the Contributed Comcast Businesses in the preparation of its financial statements, other than such changes as are required by U.S. GAAP or applicable Law or changes applying generally to Comcast and its consolidated Subsidiaries;

(xvii) except for Taxes, which are governed exclusively by the Tax Matters Agreement, enter into any settlement or release with respect to any Action relating to the Contributed Comcast Businesses on terms reasonably expected to (x) result in a payment by the Comcast Transferors or Contributed Comcast Subsidiaries in excess of the greater of (A) \$5 million and (B) the amount reserved on the Comcast Financial Statements with respect thereto or (y) impose ongoing limits on the conduct or operation of the Contributed Comcast Businesses;

(xviii) forgive, cancel, compromise, waive, release, assign, sell, transfer or relinquish any Debts, rights, or receivables except for Debts,

rights and receivables against Persons (other than Comcast or its Affiliates) in an aggregate amount not to exceed \$15 million that are forgiven, cancelled, compromised, waived, released, assigned, sold, transferred or relinquished in the ordinary course of business consistent with past practice;

(xix) (A) enter into any Related Party Comcast Contract, other than Related Party Comcast Contracts entered into in the ordinary course of business consistent with past practice, or renew any Related Party Comcast Contract, other than in the ordinary course consistent with past practice on terms substantially similar to those in effect immediately prior to such renewal or (B) amend, modify or terminate, or otherwise waive, release or assign any rights, claims or benefits of any Comcast Transferor or Contributed Comcast Subsidiary under, any Related Party Comcast Contract other than in the ordinary course of business consistent with past practice other than amendments and modifications to reflect changes to the terms thereof to the extent such changes are generally applicable to the businesses of Comcast and its Subsidiaries;

(xx) enter into, modify, amend, renew or terminate any Designated Comcast Contract;

(xxi) (A) materially modify or amend, terminate (which shall not include expiration), enter into, renew or extend (other than pursuant to an existing extension option) the term of any lease listed on Section 5.17(a) of the Comcast Disclosure Letter or other leases or subleases or other Contracts with respect to real property, other than (x) leases or subleases with respect to real property in the ordinary course of business consistent with past practice for an aggregate rental payment over the term of such lease or sublease to be made on or after the Closing Date not to exceed \$10 million and (y) Contracts with respect to the rental or lease of real property for the purpose of television production (or television programming for which production has not concluded), or (B) accept any payments under any Comcast Leased Real Property more than thirty days in advance or purchase or exercise any option for the purchase or lease of any real property other than in the ordinary course of business consistent with past practice; *provided, however*, that in the event that GE does not respond to Comcast's written request for consent to any such item within ten (10) Business Days of receipt of such request, GE shall be deemed to have consented;

(xxii) adopt a plan of complete or partial liquidation, dissolution, merger, consolidation or other reorganization;

(xxiii) except in the ordinary course of business consistent with past practice and as commercially reasonable in the Comcast Transferors' or Contributed Comcast Subsidiaries reasonable business judgment, fail to make all filings, pay all fees, and take all other similar actions necessary to obtain, maintain, perfect or renew any of the Comcast Owned Intellectual Property;

(xxiv) amend any provision of their articles of incorporation or bylaws or other equivalent organizational documents or consent to or approve any amendment to any provision of the articles of incorporation or bylaws or other equivalent organizational documents of any Person that is not a Subsidiary of Comcast but in which (A) a Contributed Comcast Subsidiary holds an equity interest with a value in excess of \$25 million or (B) a Comcast Transferor holds an equity interest with a value in excess of \$25 million that constitutes a Contributed Comcast Asset;

(xxv) (A) enter into any Contract containing any provision to which the execution, delivery or performance of this Agreement or the other Transaction Agreements, or the consummation of the transactions contemplated hereby or thereby, would result in any Person having the right to receive any termination fee or liquidated damages or alter the terms of such Contract, or (B) knowingly take any action that would result in causing any Comcast Transferor or Contributed Comcast Subsidiary to fail to satisfy a standard (*e.g.*, level of net worth) that if not satisfied would result in any Person party to such Contract having a termination or consent right under such Contract (which right such Person did not have prior to the taking of such action), or would change the basis on which any such Person is permitted to exercise a termination or consent right under such Contract, as a result of the execution, delivery or performance of this Agreement or the other Transaction Agreements or the consummation of the transactions contemplated hereby or thereby; or

(xxvi) enter into any legally binding commitment with respect to any of the foregoing;

*provided*, that in the event that NBCU fails to provide its consent to any action that could be considered a business opportunity within the scope of the Contributed Comcast Businesses for which Comcast has requested NBCU's consent, NBCU hereby acknowledges and agrees that it may not seek to take advantage of, or participate in any manner in, such business opportunity.

Nothing in Section 6.01(b)(v) or, to the extent not having an adverse effect on Newco or the Contributed Comcast Subsidiaries, Section 6.01(b)(xxii) shall be deemed to limit the transfer of Excluded Comcast Assets from the Comcast Transferors or Contributed Comcast Subsidiaries prior to the Closing.

Section 6.02. *Access to Information.* From the date hereof until the Closing, each of NBCU and Comcast (the “**Delivering Party**”) shall, and shall cause its respective Subsidiaries to, give the other party (the “**Requesting Party**”) and its Representatives reasonable access during normal business hours to the properties, books and records of the Delivering Party’s Contributed Businesses, furnish them with such information and documents in its possession relating to such Contributed Business as the Requesting Party may from time to time reasonably request in connection with the Delivering Party’s Contributed Businesses and instruct its Representatives to cooperate with the Requesting Party in its investigation (including workpapers, books and records and other documents relevant to the calculation of NBCU Interim Free Cash Flow, Trailing EBITDA of NBCU and Trailing EBITDA of the Contributed Comcast Businesses); *provided* that (i) the Requesting Party shall not unreasonably interfere with the conduct of business of the Delivering Party or any of its Affiliates; (ii) the furnishing of such documents or information shall not violate confidentiality obligations to a client or other third party or jeopardize the attorney-client privilege of the Delivering Party or any of its Affiliates (in which case the parties hereto will use their reasonable best efforts to institute appropriate substitute disclosure arrangements, to the extent practical in the circumstances); (iii) no party hereto shall be required to disclose information that is, in its reasonable judgment, competitively sensitive; and (iv) the auditors and accountants of the Delivering Party (and its Affiliates) shall not be obliged to make any work papers available to any Person except in accordance with such auditors’ and accountants’ normal disclosure procedures and then only after such Person has signed a customary agreement relating to such access to work papers in form and substance reasonably acceptable to such auditors or accountants. If so requested by the Delivering Party and to the extent applicable, the Requesting Party shall enter into a customary joint defense agreement with the Delivering Party and its Affiliates with respect to any information to be provided to the Requesting Party pursuant to this Section 6.02. Notwithstanding anything to the contrary contained herein, prior to the Closing, without the prior written consent of the applicable other parties hereto, which may be withheld for any reason, no party hereto or any of its Representatives shall contact any joint venture of the other party (or any third party partner or member of any such joint ventures), any suppliers to, distributors to, or customers of such party or such party’s Affiliates with respect to the transactions contemplated by the Transaction Agreements. All information and other documents obtained or provided pursuant to this Section 6.02 shall be subject to the Confidentiality Agreement. No information or knowledge obtained in any investigation pursuant to this Section 6.02 shall affect or be deemed to modify any representation or warranty made by any party hereunder.

Section 6.03. *Retention of Books and Records.* The NBCU Transferors, the Comcast Transferors, and their respective Affiliates shall have the right to retain copies of all books and records of the NBCU Businesses and Contributed



Comcast Businesses, respectively, relating to periods ending on or prior to the Closing Date.

Section 6.04. *Confidentiality.* The terms of the Confidentiality and Non-Disclosure Agreement dated April 1, 2009 (the “**Confidentiality Agreement**”) between GE and Comcast are incorporated in, and made a part of, this Agreement as if set forth in full herein and shall continue in full force and effect (and the confidentiality obligations thereunder shall be binding upon GE, Comcast and their respective Affiliates and Representatives as if parties thereto) until the Closing, at which time the confidentiality obligations under the Confidentiality Agreement shall terminate; *provided, however*, that such confidentiality obligations shall terminate only in respect of that portion of the confidential information exclusively relating to the Combined Businesses. If, for any reason, the Closing does not occur, the Confidentiality Agreement shall continue in full force and effect in accordance with its terms.

Section 6.05. *Reasonable Best Efforts; Regulatory and Other Authorizations; Consents.* (a) Subject to the terms and conditions of this Agreement, each of the parties hereto shall use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable to consummate the transactions contemplated by this Agreement, including using its reasonable best efforts to (i) prepare and file as promptly as practicable with any Governmental Authority or other third party all documentation to effect all necessary filings, notices, petitions, statements, registrations, submissions of information, applications and other documents, (ii) resolve such objections, if any, as may be asserted by any Governmental Authority with respect to the transactions contemplated by this Agreement under the HSR Act and any other Law in any relevant jurisdiction and (iii) avoid the entry of, or effect the dissolution of, any decree, order, judgment, injunction, temporary restraining order or other order in any suit or proceeding, that would otherwise have the effect of preventing or materially impairing or delaying the consummation of the transactions contemplated by this Agreement (including, by defending any lawsuits or other legal proceedings, whether judicial or administrative, challenging this Agreement or the consummation of the transactions contemplated hereby). For the purposes of this Section 6.05, “reasonable best efforts” shall include taking any and all actions necessary to obtain the required Governmental Approvals (including substantial conditions, undertakings or divestitures that would have a serious and significant adverse impact on the current or future business or operations of any of Newco, Comcast or GE, each taken as a whole); *provided* that no party hereto shall be obligated to take any action that would reasonably be expected to have, individually or in the aggregate, a Material Impact on the current or future business or operations of Newco, Comcast or GE. For purposes of this Section 6.05, “**Material Impact**” means a significant and ongoing adverse financial or operational impact that is of sufficient magnitude that, if known at the time hereof, a reasonable

businessperson would not have proceeded with the transactions contemplated by this Agreement, after weighing the anticipated benefits of such transactions against the adverse consequences of the proposed condition or actions. The party asserting that a Material Impact has occurred shall bear the burden of proof.

(b) GE and Comcast each agrees to make or cause to be made an appropriate filing of a notification and report form pursuant to the HSR Act with respect to the transactions contemplated by this Agreement as promptly as practicable after the date of this Agreement and to supply as promptly as practicable any additional information and documentary material that may be requested pursuant to the HSR Act. In addition, each of GE and Comcast agrees to make promptly any filing that may be required with respect to the transactions contemplated by this Agreement under any other antitrust or competition Law or by any other antitrust or competition authority. The filing fees associated with the HSR Act filings and any other similar filings required in any other jurisdictions shall be shared equally by GE and Comcast.

(c) The parties hereto each agrees to promptly notify the other parties of any oral or written communication it receives from any Governmental Authority relating to the matters that are the subject of this Agreement, permit the other parties to review in advance any communication proposed to be made by such party to any Governmental Authority and provide the other parties with copies of all correspondence, filings or other communications between them or any of their Representatives, on the one hand, and any Governmental Authority or members of its staff, on the other hand, subject to Section 6.02. No party to this Agreement shall agree to participate in any significant meeting or discussion with any Governmental Authority in respect of any such filings, investigation or other inquiry unless it consults with the other parties in advance and, to the extent permitted by such Governmental Authority, gives the other parties the opportunity to attend and participate at such meeting. Subject to the Confidentiality Agreement and to Section 6.02, each party hereto will coordinate and cooperate fully with the other parties hereto in exchanging such information and providing such assistance as the other parties may reasonably request in connection with the foregoing and in seeking early termination of any applicable waiting periods under the HSR Act (and any similar Law in any other relevant non-U.S. jurisdiction). Nothing in this Section 6.05(c) shall be applicable to Tax matters.

(d) Notwithstanding anything in this Agreement to the contrary:

(i) Comcast acknowledges on behalf of itself and its Affiliates and its and their directors, officers, employees, Affiliates, agents, representatives, successors and assigns that the operation of the NBCU Businesses shall remain in the dominion and control of NBCU until the Closing and that none of the foregoing Persons will provide, directly or indirectly, any directions, orders or advice to any director, officer or

employee of any of the NBCU Transferors or the NBCU Entities, except as specifically contemplated or permitted by this Article 6 or as otherwise consented to in advance by an executive officer of NBCU; and

(ii) NBCU acknowledges on behalf of itself and its Affiliates and its and their directors, officers, employees, Affiliates, agents, representatives, successors and assigns that the operation of the Contributed Comcast Businesses shall remain in the dominion and control of Comcast until the Closing and that none of the foregoing Persons will provide, directly or indirectly, any directions, orders or advice to any director, officer or employee of any of the Comcast Transferors or the Contributed Comcast Subsidiaries, except as specifically contemplated or permitted by this Article 6 or as otherwise consented to in advance by an executive officer of Comcast.

(e) GE shall within ten (10) Business Days of the date of this Agreement take any and all actions necessary to cause the NBCU Board of Directors to duly authorize the execution, delivery and performance by NBCU of the Transaction Agreements to which it is a party and the consummation by NBCU of the transactions contemplated by, and the performance by NBCU under, the Transaction Agreements to which it is a party.

Section 6.06. *Insurance.* (a) From and after the Closing Date, the NBCU Assets and the NBCU Entities shall cease to be insured by, have access or availability to, be entitled to make claims on, be entitled to claim benefits from or seek coverage under any Insurance Arrangement of any GE Entity, other than (x) with respect to any NBCU Transferred Insurance Policy and (y) subject to the terms and conditions of the applicable NBCU Related Insurance Policy, with respect to any claim, act, omission, event, circumstance, occurrence or loss that occurred or existed on or prior to the Closing Date (and then only to the extent that such claim, act, omission, event, circumstance, occurrence or loss occurred or existed on or prior to the Closing Date) that would be covered by such NBCU Related Insurance Policy, *provided* that:

(i) such claim, act, omission, event, circumstance, occurrence or loss was or is reported in accordance with the terms of such NBCU Related Insurance Policy to the applicable insurer or third party claims administrator (x) with respect to any claims-made or occurrence-reported NBCU Related Insurance Policy, prior to the Closing Date, (y) with respect to the GE GL Insurance Program, no later than the first anniversary of the Closing Date or (z) with respect to the GE WC Insurance Program or the GE Auto Liability Insurance Program, at any time after the Closing Date;

(ii) Newco or any NBCU Entity shall promptly notify GE's corporate insurance department of such claim and/or efforts to seek benefits or coverage with respect to such claim and shall reasonably cooperate with GE in pursuing such claims; *provided* that Newco shall be solely responsible for notifying the applicable insurance companies of and complying with all policy conditions for such claim;

(iii) GE shall have the right but not the duty to monitor and/or participate in (with respect to claims under the GE WC Insurance Program) or control (with respect to claims under any other NBCU Related Insurance Policy) any coverage claim or request for benefits asserted by Newco or any NBCU Entity under the applicable NBCU Related Insurance Policy;

(iv) (A) Newco and the NBCU Entities shall exclusively bear (and no GE Entity shall have any obligation to repay or reimburse Newco or any NBCU Entity) the amount of, any and all deductibles, retentions and/or self insurance associated with any claim under any NBCU Related Insurance Policy, whether such claim is made by Newco, any NBCU Entity, a NBCU Business Employee, a Former NBCU Business Employee or a third party, and shall be liable for all uninsured, uncovered, unavailable or uncollectible amounts of such claim, and (B) Newco shall, or shall cause one or more of the NBCU Entities to, promptly reimburse the GE Entities for all third party claims administration fees and other reasonable out-of-pocket costs, including taxes, surcharges, state assessments and reinsurance costs, relating to such claim, whether such claim is made by Newco, any NBCU Entity, a NBCU Business Employee, a Former NBCU Business Employee or a third party, in each case in clause (B), solely to the extent no GE Entity is otherwise reimbursed by a third party for such amounts;

(v) With respect to any claim payments made under the GE WC Insurance Program, including those relating to a NBCU Business Employee or Former NBCU Business Employee, whether such claims are made by Newco, any NBCU Entity, a NBCU Business Employee, a Former NBCU Business Employee or a third party, Newco shall, or shall cause one or more of the NBCU Entities to, promptly reimburse the GE Entities for (1) all such claim payments and (2) without duplication of any amounts reimbursable to the GE Entities pursuant to clause (B) of paragraph (iv) above, the pro rata portion of any catastrophic coverage charges, overhead, claim handling and administrative costs, taxes, surcharges, state assessments, reinsurance costs, and other related reasonable out-of-pocket costs incurred by the GE WC Insurance Program allocable to such claims in accordance with the GE WC Insurance Program and consistent with the past practices of GE and its Subsidiaries

prior to the date hereof (it being understood that none of Newco or any of the NBCU Entities shall be responsible for reimbursing any claim payments under any GE Auto Liability Insurance Program or GE GL Insurance Program);

(vi) With respect to any NBCU Related Insurance Policy, neither Newco nor any NBCU Entity shall, without the written consent of GE, (A) erode, exhaust, settle, release, commute, buy-back or otherwise resolve disputes with respect to such NBCU Related Insurance Policy, or amend, modify or waive any rights under any such NBCU Related Insurance Policy, or (B) seek to assign such NBCU Related Insurance Policy or its rights or claims under such NBCU Related Insurance Policy; and

(vii) For avoidance of doubt, neither Newco nor any NBCU Entity shall be permitted or have any right to be insured by, have access or availability to, make claims on, be entitled to benefits from, or seek coverage under any NBCU Related Insurance Policy other than as permitted by and in accordance with this Section 6.06(a), including the provisions regarding periods for bringing claims set forth in Section 6.06(a)(i).

(b) The GE Entities shall retain the exclusive right to control all of their respective Insurance Arrangements, including the NBCU Related Insurance Policies, and the benefits payable thereunder, including the right to exhaust, settle, release, commute, buy-back or otherwise resolve disputes with respect to any of its Insurance Arrangements and programs and to amend, modify or waive any rights under any such Insurance Arrangements, notwithstanding whether any such Insurance Arrangements apply to any Liabilities and/or claims Newco or any NBCU Entity has made or could make in the future; *provided* that (i) on and after the Closing Date, only Newco and its Subsidiaries shall have the right to control, settle, release, commute, buy-back or otherwise resolve claims made under any NBCU Transferred Insurance Policy and (ii) from the date hereof until the Closing Date, GE and NBCU and their respective Subsidiaries and Affiliates shall, except as would not adversely affect the rights of any NBCU Entity (relative to other GE Entities) under any NBCU Exclusive Insurance Policy or NBCU Related Insurance Policy, maintain the NBCU Exclusive Insurance Policies and NBCU Related Insurance Policies in the ordinary course consistent with past practice (including with respect to renewing such policies). Each of Newco and GE hereby gives consent for the other party to inform any affected insurer of the provisions set forth in this Section 6.06. In addition, Newco and the NBCU Entities shall use their respective commercially reasonable efforts to mitigate any Loss for which they seek coverage under any NBCU Related Insurance Policy. The order of priority of any recoveries from such efforts shall inure first to the GE Entities to reimburse any and all costs actually incurred by

the GE Entities directly or indirectly as a result of such Loss, solely to the extent no GE Entity is otherwise reimbursed by Newco, any of Newco's Subsidiaries or a third party for such amounts.

(c) Any payments, costs and adjustments required to be made by Newco or the NBCU Entities pursuant to any provision of this Section 6.06 shall be billed quarterly and payable within 30 days from receipt of invoice.

(d) This Agreement shall not be considered as an attempted assignment of any policy of insurance or as a contract of insurance, and shall not be construed in any manner to waive any right or remedy of any GE Entity in respect of any Insurance Program. Between the date hereof and Closing, GE shall, and shall cause its Subsidiaries to, use their respective commercially reasonable efforts to transfer any NBCU Exclusive Insurance Policy that is not directly and exclusively in the name of any NBCU Entity directly and exclusively to the name of a NBCU Entity in accordance with the provisions of such NBCU Exclusive Insurance Policy.

(e) Following the Closing Date, Newco will cause the NBCU Entities to comply with the obligations of the NBCU Entities under this Section 6.06.

(f) No GE Entity shall have any obligation to secure extended reporting under any NBCU Related Insurance Policy for any claims under any claims-made or occurrence-reported insurance policies of any GE Entity for any events, acts or omissions incurred prior to the Effective Time.

(g) Notwithstanding anything in this Agreement to the contrary, it is agreed and understood that the NBCU Excluded Policies will be terminated effective as of the Closing Date. Coverage under such NBCU Excluded Policies shall remain available in accordance with (and subject to the terms of) this Section 6.06 with respect to any claim, act, omission, event, circumstance, occurrence or loss that was or is reported in accordance with the terms of such NBCU Related Insurance Policy to the applicable insurer or third party claims administrator prior to the Closing Date.

Section 6.07. *Letters of Credit; Other Obligations.* (a) At or prior to the Closing, NBCU shall (a) arrange for substitute letters of credit, NBCU guarantees and other obligations to replace (i) any letters of credit, guarantees, surety bonds, performance bonds and other contractual obligations entered into by or on behalf of GE or any of its Subsidiaries (other than solely by the NBCU Entities) in connection with the NBCU Businesses (together, the "**GE LCs**") outstanding as of the date of this Agreement that are not Excluded NBCU Liabilities and (ii) any GE LCs entered into in the ordinary course of business and consistent with past practice on or after the date of this Agreement and prior to the Closing or (b) assume all obligations under each GE LC, obtaining from the creditor or other

counterparty a full release (in a form reasonably satisfactory to GE) of all parties liable, directly or indirectly, for reimbursement to the creditor or fulfillment of other obligations to a counterparty in connection with amounts drawn under the GE LCs. NBCU further agrees that to the extent the beneficiary or counterparty under any GE LC does not accept any such substitute letter of credit, NBCU guarantee or other obligation proffered by NBCU, NBCU shall indemnify, defend and hold harmless GE against, and reimburse GE for, any and all amounts paid, including costs or expenses in connection with such GE LCs, including GE's expenses in maintaining such GE LCs, whether or not any such GE LC is drawn upon or required to be performed, and shall in any event promptly reimburse GE to the extent any GE LC is called upon and GE or its Subsidiaries make any payment or are obligated to reimburse the party issuing the GE LC. At the request of GE, NBCU shall provide GE with letters of credit in an amount equal to GE's and its Subsidiaries' entire potential liability pursuant to the immediately preceding sentence.

(b) At or prior to the Closing, NBCU shall (a) arrange for substitute letters of credit, NBCU guarantees and other obligations to replace (i) any letters of credit, guarantees, surety bonds, performance bonds and other contractual obligations entered into by or on behalf of Comcast or any of its Subsidiaries (other than solely by the Contributed Comcast Subsidiaries) in connection with the Contributed Comcast Businesses (together, the "**Comcast LCs**") outstanding as of the date of this Agreement that are not Excluded Comcast Liabilities and (ii) any Comcast LCs entered into in the ordinary course of business and consistent with past practice on or after the date of this Agreement and prior to the Closing or (b) assume all obligations under each Comcast LC, obtaining from the creditor or other counterparty a full release (in a form reasonably satisfactory to Comcast) of all parties liable, directly or indirectly, for reimbursement to the creditor or fulfillment of other obligations to a counterparty in connection with amounts drawn under the Comcast LCs. NBCU further agrees that to the extent the beneficiary or counterparty under any Comcast LC does not accept any such substitute letter of credit, NBCU guarantee or other obligation proffered by NBCU, NBCU shall indemnify, defend and hold harmless Comcast against, and reimburse Comcast for, any and all amounts paid, including costs or expenses in connection with such Comcast LCs, including Comcast's expenses in maintaining such Comcast LCs, whether or not any such Comcast LC is drawn upon or required to be performed, and shall in any event promptly reimburse Comcast to the extent any Comcast LC is called upon and Comcast or its Subsidiaries make any payment or are obligated to reimburse the party issuing the Comcast LC. At the request of Comcast, NBCU shall provide Comcast with letters of credit in an amount equal to Comcast's and its Subsidiaries' entire potential liability pursuant to the immediately preceding sentence.

Section 6.08. *Rights to GE Name and GE Marks.* Subject to, and without limiting the representation set forth in, the second sentence of Section 3.12(f):

(a) As of the Closing Date, Newco and its Subsidiaries (including the NBCU Entities) shall cease and discontinue all uses of the GE Name and GE Marks, except for any such use which would not otherwise infringe, dilute or otherwise violate the Intellectual Property rights of GE or any of its Subsidiaries in and to such GE Name and GE Marks. Notwithstanding anything to the contrary in this Agreement, Newco and its Subsidiaries may continue to use the GE Name and GE Marks as embedded in stationery, powerpoints, promotional brochures, and other promotional correspondence to the extent they are existing as of the Closing Date for a period of forty-five (45) days following the Closing Date (the “**Trademark Transition Period**”).

(b) Newco, for itself and its Subsidiaries, agrees that, after the Closing Date, Newco and its Subsidiaries will not expressly, or by implication, do business as or represent themselves as GE or any of its Subsidiaries (other than any NBCU Entity).

(c) Each of Comcast and Newco, for itself and its Subsidiaries, acknowledges and agrees that neither Newco nor any of its Subsidiaries shall (i) have any ownership interest in or, except as set forth in Section 6.08, any license to any of the GE Name and GE Marks, (ii) for a period ten (10) years following the Closing Date, contest the ownership or validity of any rights of GE or any of its Subsidiaries in or to any of the Core GE Marks, and/or (iii) during the Trademark Transition Period, contest the ownership or validity of any rights of GE or any of its Subsidiaries in or to any of the GE Name and GE Marks (other than the Core GE Marks).

(d) Notwithstanding anything in this Section 6.08 to the contrary, nothing in this Section 6.08 shall prevent Newco or any of its Subsidiaries from using any descriptive elements of the GE Name and GE Marks or making any fair use of the GE Name and GE Marks.

Section 6.09. *Rights to NBCU Trademarks.* (a) As of the Closing Date, GE and its Subsidiaries (other than any NBCU Entity) shall cease and discontinue all uses of any and all Trademarks included in the NBCU Owned Intellectual Property, except for any such use which would not otherwise infringe, dilute or otherwise violate the Intellectual Property rights of Newco or any of its Subsidiaries in and to such Trademarks, and GE, for itself and its Subsidiaries (other than any NBCU Entity), agrees that its and its Subsidiaries’ rights to any such Trademarks pursuant to the terms of any trademark agreements between GE and its Subsidiaries on the one hand, and any NBCU Entity on the other hand, shall terminate on the Closing Date.

(b) GE, for itself and its Subsidiaries (other than any NBCU Entity), agrees that, after the Closing Date, GE and its Subsidiaries will not expressly, or



by implication, do business as or represent themselves as Newco or any of its Subsidiaries.

(c) GE, for itself and its Subsidiaries (other than any NBCU Entity), acknowledges and agrees that neither GE nor any of its Subsidiaries shall (i) have any ownership interest in or any license to any Trademarks included in the NBCU Owned Intellectual Property and/or (ii) for a period of ten (10) years following the Closing Date, contest the ownership or validity of any rights of Newco or any of its Subsidiaries in or to any such Trademarks.

(d) Notwithstanding anything in this Section 6.09 to the contrary, nothing in this Section 6.09 shall prevent GE or any of its Subsidiaries from using any descriptive elements of the Trademarks included in the NBCU Owned Intellectual Property or making any fair use of such Trademarks.

Section 6.10. *Rights to Comcast Name and Comcast Marks.* (a) Except as otherwise provided in that certain Amended and Restated Trademark License Agreement between Comcast and certain of the Contributed Comcast Subsidiaries dated as of November 18, 2009 (the “**Comcast Trademark License**”), as of the Closing Date, Newco and its Subsidiaries (including the Contributed Comcast Subsidiaries) shall cease and discontinue all uses of the Comcast Name and Comcast Marks, except for any such use which would not otherwise infringe, dilute or otherwise violate the Intellectual Property rights of Comcast or any of its Subsidiaries in and to the Comcast Name and Comcast Marks.

(b) Each of GE and Newco, for itself and its Subsidiaries, acknowledges and agrees that neither Newco nor any of its Subsidiaries shall (i) have any ownership interest in or, except as set forth Section 6.10, any license to any of the Comcast Name and Comcast Marks, (ii) for a period ten (10) years following the Closing Date, contest the ownership or validity of any rights of Comcast or any of its Subsidiaries (other than Newco or any of its Subsidiaries) in or to any of the Core Comcast Marks, and/or (iii) during the term of the Comcast Trademark License, contest the ownership or validity of any rights of Comcast or any of its Subsidiaries (other than Newco or any of its Subsidiaries) in or to any of the Comcast Name and Comcast Marks (other than the Core Comcast Marks).

(c) Notwithstanding anything in this Section 6.10 to the contrary, nothing in this Section 6.10 shall prevent Newco or any of its Subsidiaries, from using any descriptive elements of the Comcast Name and Comcast Marks or making any fair use of the Comcast Name and Comcast Marks.

(d) Comcast, for itself and its Subsidiaries (other than Newco or any of its Subsidiaries), acknowledges and agrees that neither Comcast nor any of its Subsidiaries shall, for a period of ten (10) years following the Closing Date, contest the ownership or validity of any rights of Newco or any of its Subsidiaries

in or to any of the Trademarks included in the Comcast Owned Intellectual Property.

Section 6.11. *Further Action Regarding Intellectual Property and Technology.* (a) If, after the Closing Date, GE, NBCU, Comcast or Newco identifies any item of NBCU Intellectual Property, NBCU Technology, Comcast Intellectual Property or Comcast Technology, that was not previously assigned or otherwise transferred by the NBCU Transferors or Comcast Transferors, to Newco, then, to the extent that it has the right to do so without paying material additional compensation to a third party, the NBCU Transferors or Comcast Transferors, as applicable, shall promptly assign and transfer the applicable Intellectual Property or Technology to Newco for no additional consideration, subject to the terms and conditions of this Agreement (including Section 2.05) and the license of (i) any such Comcast Intellectual Property or Comcast Technology to Comcast and its Affiliates on the terms and conditions set forth in the Comcast Intellectual Property Cross License Agreement or (ii) any such NBCU Intellectual Property or NBCU Technology to GE and its Affiliates on the terms and conditions set forth in the GE Intellectual Property Cross License Agreement.

(b) If, after the Closing Date, GE or Newco identifies any item of GE Intellectual Property or GE Technology that was transferred to Newco or one of its Subsidiaries on or prior to the Closing Date, Newco shall (and Comcast shall cause Newco to), or shall cause its applicable Subsidiary to, promptly assign and transfer such GE Intellectual Property or GE Technology to GE or its designated Affiliate for no additional consideration, subject to the license of such GE Intellectual Property or GE Technology to Newco and its Subsidiaries on the terms and conditions set forth in the GE Intellectual Property Cross License Agreement.

(c) If, after the Closing Date, Comcast or Newco identifies any item of Excluded Comcast Intellectual Property or Excluded Comcast Technology that was transferred by the Comcast Transferors to Newco or one of its Subsidiaries on or prior to the Closing Date, Newco shall, or shall cause its applicable Subsidiary to, promptly assign and transfer such Excluded Comcast Intellectual Property or Excluded Comcast Technology to Comcast or its designated Affiliate for no additional consideration, subject to the license of such Excluded Comcast Intellectual Property or Excluded Comcast Technology to Newco and its Subsidiaries on the terms and conditions set forth in the Comcast Intellectual Property Cross License Agreement.

Section 6.12. *Ancillary Agreements.* At or prior to the Closing, the applicable parties hereto shall or shall cause their applicable respective Affiliates to execute and deliver:

- (a) the GE Transition Services Agreement, in the form attached hereto as Exhibit G-1 (the “**GE Transition Services Agreement**”);
- (b) the Comcast Services Agreement, in the form attached hereto as Exhibit G-2 (the “**Comcast Services Agreement**”);
- (c) the GE Intellectual Property Cross License Agreement, in the form attached hereto as Exhibit C-1 (the “**GE Intellectual Property Cross License Agreement**”);
- (d) the Comcast Intellectual Property Cross License Agreement, in the form attached hereto as Exhibit C-2 (the “**Comcast Intellectual Property Cross License Agreement**”); and
- (e) the Newco Operating Agreement, in the form attached hereto as Exhibit D (the “**Newco Operating Agreement**”).

Section 6.13. *Further Action.* (a) Each of the parties hereto shall (i) execute and deliver, or shall cause to be executed and delivered, such documents and other papers and shall take, or shall cause to be taken, such further actions as may be reasonably required to carry out the provisions of this Agreement and the other Transaction Agreements and give effect to the transactions contemplated hereby and thereby, including, (A) the acquisition or transfer of any NBCU Licenses or Comcast Licenses (including Environmental Permits and FCC Licenses) related to the NBCU Businesses or the NBCU Assets, the Comcast Businesses or the Comcast Assets, (B) subject to Section 6.16, with respect to actions of GE, NBCU, Comcast and their respective Affiliates, such actions as are necessary to obtain the NBCU Financing or Alternative Financing, as applicable, (C) with respect to actions of Comcast, such actions as are necessary to assure that Comcast has available cash and/or borrowing facilities sufficient to enable it to consummate such transactions and (D) Intellectual Property assignment agreements with respect to the NBCU Registered IP or the Comcast Registered IP, as applicable, in a form reasonably acceptable to Comcast (with respect to the NBCU Registered IP) or GE (with respect to the Comcast Registered IP), (ii) shall refrain from taking any action that would reasonably be expected to have the effect of delaying, impairing or impeding the Closing; *provided* that the foregoing shall not prohibit GE, Comcast or any of their respective Subsidiaries from engaging in (A) ordinary course regulatory or commercial negotiations or other actions (it being understood that, GE and Comcast shall (1) to the extent reasonably practicable, consult with one another with respect to any such regulatory action and (2) consider the pendency of the transactions contemplated by this Agreement in connection with the taking of any such action) or (B) any action set forth in Section 6.14 of the NBCU Disclosure Letter or Comcast Disclosure Letter, as applicable, or any action to which the other party specifically consents and (iii) subject to the foregoing and Section 6.05(a), shall use its

commercially reasonable efforts to cause all of the conditions to the obligations of the other party to consummate the transactions contemplated by this Agreement to be met on or prior to the End Date.

(b) Each of the parties hereto shall keep the other parties reasonably apprised of the status of the matters relating to the completion of the transactions contemplated hereby. From time to time following the Closing, the parties hereto shall, and shall cause their respective Affiliates to, execute, acknowledge and deliver all reasonable further conveyances, notices, assumptions, releases, acquittances and instruments, and shall take such reasonable actions as may be necessary or appropriate to make effective the transactions contemplated hereby as may be reasonably requested by any other party (including transferring back to or assuming back from the applicable party or its designated Affiliate any asset or liability not contemplated by this Agreement to be a Contributed NBCU Asset, an Assumed NBCU Liability, a Contributed Comcast Asset or an Assumed Comcast Liability, respectively, which asset or liability was transferred or delegated by such party or its Affiliate to Newco at the Closing).

(c) Each of the parties hereto will cooperate to obtain any authorizations, consents, waivers, orders and approvals that may be required in connection with the transactions contemplated by the Transaction Agreements. Except as set forth in Section 6.05, no party hereto shall be required to (and none of NBCU, Newco or any of their respective Subsidiaries shall, without the mutual written consent of Comcast and GE) compensate any third party, commence or participate in litigation or offer or grant any accommodation (financial or otherwise) to any third party to obtain any consent or approval. Notwithstanding the foregoing, NBCU shall use its commercially reasonable efforts to obtain the consents and approvals necessary or advisable under the agreements set forth on Section 6.13(c) of the NBCU Disclosure Letter in connection with the transactions contemplated by the Transaction Agreements (including, to the extent necessary and subject to the prior consent of Comcast (such consent not to be unreasonably withheld), incurring reasonable costs and expenses and making reasonable payments to the applicable counterparties); *provided* that all such reasonable, out-of-pocket costs, expenses and payments shall, to the extent paid prior to the Closing, be initially paid by GE with Comcast causing an Affiliate of Comcast to reimburse GE for 50% of the amount of such reasonable out-of-pocket costs, expenses and payments promptly, and in any event within five (5) Business Days, following receipt of a written request for such reimbursement from GE (which request shall include reasonable supporting documentation) and NBCU shall at or promptly following the Closing reimburse each of GE and such Affiliate of Comcast for all such reasonable, out-of-pocket costs, expenses and payments that it has so paid or reimbursed. All reasonable, out-of-pocket costs, expenses and payments incurred by Comcast or any of its Affiliates with the prior consent of GE to obtain the consents and approvals necessary or advisable under the agreements set forth on Section 5.04 of the Comcast Disclosure Letter shall (i)

to the extent such costs, expenses and payments are paid prior to the Closing, initially be paid by Comcast or an Affiliate of Comcast with GE reimbursing Comcast or its applicable Affiliate for 50% of the amount of such costs, expenses and payments promptly, and in any event within five (5) Business Days, following receipt of a written request for such reimbursement from Comcast (which request shall include reasonable supporting documentation) and NBCU shall at or promptly following the Closing reimburse each of Comcast or its applicable Affiliate and GE for all such costs, expenses and payments that it has so paid or reimbursed and (ii) to the extent such costs, expenses and payments are paid at or following the Closing, be reimbursed by NBCU promptly following receipt of demand therefor from Comcast.

Section 6.14. *Pre-Closing Restructurings.* Prior to the Closing, NBCU and Comcast shall complete the NBCU Restructuring and Comcast Restructuring, respectively, in accordance with Section 6.14 of NBCU Disclosure Letter and Section 6.14 of the Comcast Disclosure Letter. Following the date hereof, neither GE nor Comcast shall be permitted to amend or modify Section 6.14 of the NBCU Disclosure Letter or the NBCU Restructuring or Section 6.14 of the Comcast Disclosure Letter or the Comcast Restructuring, respectively, without the consent of the other party (which consent shall not be unreasonably withheld); *provided, however*, that GE or Comcast, as applicable, shall be deemed to have consented if, within ten calendar days of receiving notice from GE or Comcast, as applicable, of a proposed amendment or modification, such party fails to notify the other party that it is withholding the requested consent.

Section 6.15. *Accounts Receivable.* Upon Closing, each of the NBCU Transferors and Comcast Transferors shall, by letter prepared by Newco and in form and substance reasonably satisfactory to the applicable Transferors, irrevocably authorize, instruct and direct that the obligors of all account receivables included in the applicable Contributed Businesses (such parties, the “**Transferor Account Parties**”) make and deliver all payments relating thereto after the Closing Date to such location, bank and account (the “**Lockbox Account**”) as Newco shall specify. If, notwithstanding such letter, any of the Transferor Account Parties remits any such payments on or after the Closing Date directly or indirectly to any NBCU Transferor or Comcast Transferor instead of to the Lockbox Account, GE or Comcast, as applicable, shall cause such NBCU Transferor or Comcast Transferor to promptly deliver all such payments that it receives to Newco.

Section 6.16. *Financing.* (a) NBCU may, subject to the consent of Comcast, enter into financing arrangements as an alternative to the NBCU Financing that, when funded in accordance with, and subject to the terms and conditions of, such alternative financing arrangements will provide NBCU with funds sufficient to pay the NBCU Dividend in full (any such alternative financing arrangements, the “**Alternative Financing**” and the agreements relating to the

Alternative Financing, the “**Alternative Financing Agreements**”). NBCU shall, and GE shall cause NBCU to, use its commercially reasonable efforts to consummate the NBCU Financing or Alternative Financing, as applicable, on the terms of the NBCU Financing Commitment Letter or Alternative Financing Agreements, as applicable, at or prior to the time that all of the conditions set forth in Article 9 have been satisfied or waived (other than the conditions set forth in Section 9.01(f), and those conditions that by their terms are to be satisfied at the Closing), including drawing down on the NBCU Financing or Alternative Financing, as applicable, and using its commercially reasonable efforts to (i) negotiate definitive agreements with respect to the NBCU Financing (on the terms and conditions contained in the NBCU Financing Commitment Letter) (the “**NBCU Financing Agreements**”) or Alternative Financing, as applicable, and (ii) satisfy all conditions to closing or funding of the NBCU Financing or Alternative Financing, as applicable, to the extent that satisfaction of such conditions is within the control of NBCU; *provided, however*, that the use of such commercially reasonable efforts shall not require GE or NBCU to, directly or indirectly, except as specifically provided in the NBCU Financing Commitment Letter, (A) provide any guarantees, credit support or credit enhancements of any kind, (B) maintain or support any working capital, equity capital, financial statement condition, credit rating or debt rating or (C) consent to any amendment, waiver, modification or other change to this Agreement or the transactions contemplated hereby. Comcast shall (x) deliver any financial statements with respect to the Contributed Comcast Business required by the NBCU Financing Agreements or the Alternative Financing Agreements as and when required therein and (y) comply with any covenants contained in the NBCU Financing Commitment Letter, the NBCU Financing Agreements or the Alternative Financing Agreements that would be applicable to the Contributed Comcast Business were the Contribution Comcast Businesses subject to such covenants. To the extent reasonably requested by Comcast, GE and NBCU will keep Comcast informed on a current basis in reasonable detail of the status of its efforts to consummate the NBCU Financing or Alternative Financing, as applicable, on the terms of the NBCU Financing Commitment Letter or Alternative Financing Agreements, as applicable. GE and NBCU will provide Comcast with prompt notice of any material breach by any party of the NBCU Financing Commitment Letter or any Alternative Financing Agreement or any termination of the NBCU Financing Commitment Letter or any Alternative Financing Agreement. NBCU shall not, and GE shall cause NBCU not to, enter into any definitive agreement with respect to the NBCU Financing or Alternative Financing or terminate or agree to any amendment or modification to, or grant, seek, obtain or rely upon any waiver under, the NBCU Financing Commitment Letter or any Alternative Financing Agreement, in each case, without first receiving Comcast’s written consent thereto. If any portion of the NBCU Financing or Alternative Financing, as applicable, becomes unavailable on the terms and conditions contemplated in the NBCU Financing Commitment Letter or the Alternative Financing Agreements, as applicable, (i) NBCU shall, and GE shall cause NBCU to, seek in

good faith to arrange (subject to the consent of Comcast) to obtain such portion from alternative sources on terms and conditions that are equivalent or more favorable to NBCU as promptly as practicable and (ii) if such portion is not obtained from alternative sources contemplated above, NBCU, GE and Comcast shall work together in good faith to attempt to agree upon and implement appropriate changes in financing arrangements or the transactions contemplated hereby in order to permit the transactions contemplated hereby to be consummated (it being understood that any such changes shall require the consents of GE and Comcast).

(b) In order to assist with obtaining the NBCU Financing or Alternative Financing, as applicable, and any financings to be obtained by Comcast in connection with the consummation of the transactions contemplated by this Agreement (it being understood that the consummation of any such financing to be obtained by Comcast shall not be a condition to the obligation of Comcast to consummate the transactions contemplated by this Agreement), each of NBCU, Comcast and GE shall, and shall cause their respective Subsidiaries to, and shall use its commercially reasonable efforts to cause its Representatives to, provide such assistance and cooperation as NBCU or Comcast may reasonably request, including (i) assisting with the preparation of any customary prospectus, offering memorandum or similar document or marketing material, and cooperating with initial purchasers or placement agents, (ii) making their respective senior management, and the senior management of their Subsidiaries, reasonably available for customary “roadshow” or syndication, presentations, lender or proposed financing source meetings and rating agencies presentations, (iii) cooperating with prospective lenders, underwriters, placement agents or initial purchasers and their respective advisors in performing their due diligence, (iv) providing all financial statements and financial and other information reasonably requested by the financing sources for the NBCU Financing or Alternative Financing, as applicable, or that would be required in an offering of securities on a Form S-1 under the rules and regulations under the Securities Act, including three full years of financial statements audited by a “big four” auditing firm, any interim period financial statements that would be required by the Securities Exchange Commission (reviewed in accordance with Statement of Accounting Standards (“SAS”) 100), any unaudited selected financial data that would be required pursuant to Item 301 of Regulation S-K of the U.S. Securities and Exchange Commission and any pro forma financial statements that would be required by the U.S. Securities and Exchange Commission in the Form S-1, (v) causing their respective accountants, and the accountants of their respective Subsidiaries, to provide comfort letters to any underwriters or initial purchasers consistent with SAS 72, including standard negative assurance on any interim period of pro forma financial statements, (vi) entering into customary agreements with lenders, underwriters, initial purchasers and placement agents and their respective advisors, (vii) helping procure other definitive financing documents or other reasonably requested certificates or documents, including pledge and

security documents, customary certificates (including a certificate of their respective chief financial officers with respect to solvency matters), legal opinions and real estate title documentation and (viii) preparing and furnishing to the financing sources under the NBCU Financing or the Alternative Financing (x) prior to the Closing Date, the information required by Exhibit D to the NBCU Financing Commitment Letter and (y) such financial statements and other information as and when required by the definitive agreements with respect to the NBCU Financing or Alternative Financing, as applicable.

Section 6.17. *Future Transactions.* Each of GE and Comcast acknowledges and agrees that in the event that Comcast or Newco acquires any shares of capital stock of Navy Holdco 2 after the date hereof from Navy Holdco 1, then each of GE and Comcast shall enter into the Navy Holdco 2 Agreement, substantially in the form attached hereto as Exhibit E (the “**Navy Holdco 2 Agreement**”).

Section 6.18. *Indemnification and Insurance.* (a) Following the Closing, Newco agrees that all rights to exculpation, advancement of expenses, and indemnification with respect to acts or omissions occurring at or prior to Closing (including any matters arising in connection with the transactions contemplated hereby), whether asserted or claimed prior to, at or after the Closing, existing in favor of the current or former directors and officers of NBCU or the other NBCU Entities (collectively, the “**D&O Indemnitees**”) by virtue of any provision of the articles of incorporation, by-laws or comparable organizational documents of NBCU, the other NBCU Entities or any indemnification or other agreement shall survive the consummation of the transactions contemplated hereby and shall continue in full force and effect following the Closing. Following the Closing, Newco shall (a) maintain in effect (A) the current provisions regarding exculpation, advancement of expenses, and indemnification of officers and directors contained in the articles of incorporation, by-laws or other comparable organizational documents of the NBCU Entities and (B) any indemnification agreements of the NBCU Entities with any of their respective directors, officers and employees existing as of the date hereof, and (b) indemnify the D&O Indemnitees with respect to acts or omissions occurring at or prior to Closing (including any matters arising in connection with the transactions contemplated hereby), whether asserted or charmed prior to, at or after the Closing, to the fullest extent permitted by applicable Law.

(b) For a period of three (3) years from and after the Closing Date, Newco shall maintain a Side A Only Directors’ and Officers’ Liability Policy with a coverage limit of \$125 million in the aggregate covering acts or omissions occurring prior to the Closing Date to the extent relating to the NBCU Businesses.

(c) The D&O Indemnitees to whom this Section 6.18 applies shall be third party beneficiaries of this Section 6.18. The provisions of this Section 6.18



are intended to be for the benefit of each D&O Indemnatee and his or her heirs. Following the Closing, the obligations of Comcast and Newco under this Section 6.18 shall not be terminated or modified in such a manner as to adversely affect any D&O Indemnatee to whom this Section 6.18 applies without the consent of each such affected D&O Indemnatee.

(d) If Newco or any of its successors or assigns (i) consolidates with or merges into any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfers or conveys all or substantially all of its properties and assets to any Person, then, and in each such case, proper provision shall be made so that the successors and assigns of Newco, as the case may be, shall assume the obligations set forth in this Section 6.18.

Section 6.19. *Real Property.* (a) GE shall use its commercially reasonable efforts to deliver to Newco, prior to Closing to the extent in the possession of NBCU, copies of all licenses, certificates of occupancy, plans, specifications and permits and other documents pertaining to such NBCU Owned Real Property or any NBCU Leased Real Property listed on Section 3.16(a) of the NBCU Disclosure Letter.

(b) Comcast shall use its commercially reasonable efforts to deliver to Newco, prior to Closing, to the extent in the possession of Comcast, copies of all licenses, certificates of occupancy, plans, specifications and permits and other documents pertaining to such Comcast Owned Real Property or any Comcast Leased Real Property listed on Section 5.17(a) of the Comcast Disclosure Letter.

(c) NBCU shall use its commercially reasonable efforts to deliver to Newco, prior to Closing, an estoppel certificate, in a form reasonably satisfactory to Comcast, from each landlord or joint venture partner, as applicable, with respect to each NBCU Leased Property listed on Section 6.19(c) of the NBCU Disclosure Letter, dated the Closing Date, confirming that each such lease or sublease is in full force and effect and enforceable, in all material respects, in accordance with its respective terms, and that to the knowledge of each such landlord or joint venture partner, as applicable, no default under each such lease or sublease has occurred or is continuing. For the purposes of this Section 6.19(c), “commercially reasonable efforts” shall not include, and NBCU shall not be required to make, any payment to any such landlord or joint venturer, or any designee or representative of the same, in order to obtain any such estoppels.

(d) Comcast shall use its commercially reasonable efforts to deliver to Newco, prior to Closing, an estoppel certificate, in a form reasonably satisfactory to NBCU, from each landlord or joint venture partner, as applicable, with respect to each Comcast Leased Property listed on Section 6.19(d) of the Comcast Disclosure Letter, dated the Closing Date, confirming that each such lease or

sublease is in full force and effect and enforceable, in all material respects, in accordance with its respective terms, and that to the knowledge of each such landlord or joint venture partner, as applicable, no default under each such lease or sublease has occurred or is continuing. For the purposes of this Section 6.19(d), “commercially reasonable efforts” shall not include, and Comcast shall not be required to make, any payment to any such landlord or joint venturer, or any designee or representative of the same, in order to obtain any such estoppels.

(e) On or before closing, GE and NBCU will amend the lease with respect to the NBCU Leased Real Property located at 900 and 904 Sylvan Avenue, Englewood Cliffs, New Jersey such that NBCU’s options to acquire fee ownership of such property pursuant to the terms of the lease, and NBCU’s right to renew such lease, will not be dependent on Vivendi’s continued ownership of any portion of NBCU.

(f) GE and Comcast shall use their good faith efforts to negotiate a lease to be entered into by the relevant parties at or as soon as reasonably practicable prior to Closing on the terms and conditions set forth in the term sheet attached hereto as Exhibit H (the “**30 Rock Term Sheet**”) and other arm’s length terms that are reasonably considered “market” for a lease of comparable space for comparable buildings in New York City (the “**30 Rock Lease**”). If GE and Comcast are not able to agree on a form of lease prior to the Closing, then from and after the Closing, the 30 Rock Term Sheet shall be binding upon the parties identified therein in accordance with its terms. The 30 Rock Lease (or binding 30 Rock Term Sheet, if applicable) shall amend and restate in its entirety, the existing agreements between NBC Trust No. 1996A and NBC under which NBCU occupies approximately 1,300,000 square feet of space within the 30 Rockefeller Center Condominium, as in effect on the date of this Agreement (the “**Existing Lease**”). The 30 Rock Lease (or binding 30 Rock Term Sheet, if applicable) shall be made effective following the Transaction Closing (as defined in the Vivendi SPA) but prior to Comcast’s acquisition of any portion of Newco. Under no circumstances shall any term or provision of the Existing Lease be effective or enforceable by any party from and after Closing.

Section 6.20. *Related Party Transactions.* (a) For so long as any Related Party NBCU Contract set forth on Section 6.20(a) of the NBCU Disclosure Letter (each such agreement, together with any similar agreement entered into prior to the Closing, a “**Factoring Agreement**”) is in effect, Comcast shall have the option, exercisable by written notice delivered to GE, to terminate the continued factoring of receivables under any portion or all of any Factoring Agreement effective not earlier than immediately following the Closing. Any notice of such termination must be delivered at least two Business Days prior to the specified date of termination. If Comcast exercises such option with respect to any Factoring Agreement, then from and following the effectiveness of such termination, no further receivables will be factored pursuant to such Factoring

Agreement, and all existing receivables and applicable amounts will be settled on the terms and in accordance with the procedures therefor set forth in the applicable Factoring Agreement (it being understood that there are not and will not be any penalties or termination fees payable in connection with any such termination). Any receivable of any NBCU Entity from GE in respect of any Factoring Agreement that exists as of the time immediately prior to Closing shall be automatically extinguished in its entirety (with no payment being made in respect thereof) effective upon the Closing; *provided* that such extinguishment shall not affect any rights or obligations under any Factoring Agreement (including with respect to holdback payments or similar payments (and receivables with respect thereto), all of which shall be made in accordance with the terms of the applicable Factoring Agreement). None of GE or any of its Subsidiaries shall (i) exercise any right of termination, amendment, acceleration or cancellation under any Factoring Agreement resulting from the execution, delivery or performance of this Agreement or the other Transaction Agreements or the consummation of the transactions contemplated hereby or thereby or (ii) between the date hereof and the Closing, enter into, renew, amend or modify, or otherwise waive, release or assign any rights, claims or benefits of any NBCU Entity under, any Factoring Agreement without the prior written consent of Comcast; *provided* that such consent shall not be unreasonably withheld or delayed with respect to any modification or renewal of any Factoring Agreement that will only be in effect for periods prior to the Closing if (and only if) the economic terms of such Factoring Agreement as so modified shall be (A) substantially the same as the terms that were in effect prior to such modification or renewal (subject to such changes as reflect overall changes in market conditions) and (B) not less favorable to the Navy Businesses than could be obtained by the Navy Businesses from an unrelated third party.

(b) Prior to the Closing, except as otherwise provided in the Comcast Services Agreement, Comcast shall, and shall to the extent necessary cause its Subsidiaries to, cause all obligations arising under the Related Party Comcast Contracts (other than those set forth on Section 6.20(b) of the Comcast Disclosure Letter, which shall continue in accordance with their respective terms) to be repaid or cancelled in a manner that does not give rise to any Liability that would be an Assumed Comcast Liability or a Liability of a Contributed Comcast Subsidiary.

(c) Prior to the Closing, except as otherwise provided in the GE Transition Services Agreement, GE and NBCU shall, and shall to the extent necessary cause their respective Subsidiaries to, cause all obligations under the Related Party NBCU Contracts (other than those set forth on Section 6.20(c) of the NBCU Disclosure Letter, which shall continue in accordance with their respective terms, the Factoring Agreements, which shall be governed by Section 6.20(a), and the TPS Program, which shall be governed by Section 6.20(d)) to be

repaid or cancelled in a manner that does not give rise to any Liability that would be an Assumed NBCU Liability or a Liability of a NBCU Entity.

(d) GE and NBCU shall, and shall to the extent necessary cause their respective Subsidiaries to, terminate the participation of the NBCU Entities under GE's TPS Program (the "**TPS Program**") effective as of the Closing; *provided* that such termination shall not affect any rights or obligations of the parties under the TPS Program with respect to any amounts payable thereunder, all of which shall be made in a manner consistent with past practice.

Section 6.21. *Post-Closing Services.* As soon as practicable following the date hereof, GE, NBCU and Comcast will work together in good faith to complete the schedules to the GE Transition Services Agreement and the Comcast Services Agreement setting forth the applicable services to be provided under each such agreement (it being understood that such schedules shall be completed prior to the Closing). In furtherance and not in limitation of the foregoing, GE shall use its commercially reasonable efforts to provide to Comcast its initial draft of such schedules to the GE Transition Services Agreement no later than March 31, 2010 and the parties shall promptly thereafter make available and cause the necessary personnel to work together in good faith. In order to complete such schedules with respect to services to be provided to Newco, the parties will determine the services that have been provided to the NBCU Businesses and the Contributed Comcast Businesses prior to the Closing, it being understood that, except as provided below and subject to the selection process described below, (a) GE will make available to Newco the full range of services provided by GE to the NBCU Businesses as of the Closing for a period of four years from the Closing Date (but subject to the termination provisions set forth in the GE Transition Services Agreement) (the "**Transition Services Term**"), and (b) Comcast will make available to Newco the full range of services provided by Comcast to the Contributed Comcast Businesses as of the Closing for an indefinite period (but subject to the termination provisions set forth in the Comcast Services Agreement); *provided* that neither GE nor (except with respect to clause (i) or (iii) below) Comcast shall be obligated to provide services (i) that historically have not been generally provided under transition services agreements to former businesses that were divested by GE, (ii) that are not appropriate to be provided, in the reasonable judgment of the party that would be the provider, due to constraints under Law, (iii) that, in accordance with internal policies, procedures or practices of GE in effect prior to the date hereof, GE does not provide to an entity in which GE holds a minority equity interest, or (iv) that are provided through a third party provider and the relevant Contract with the third party does not permit such service to be provided to Newco. Section 6.21 of the NBCU Disclosure Letter sets forth an illustrative list of services that GE is not obligated to provide to Newco after the Closing by virtue of the limitations set forth in clauses (i)-(iii). GE shall use its commercially reasonable efforts to limit, to the extent practicable, adding services which it will not provide Newco by virtue of such limitations, to

those already identified in Section 6.21 of the NBCU Disclosure Letter, and, with respect to each such additional service (if any), GE shall consider in good faith any proposals made by Comcast pursuant to which GE would provide such additional service on a temporary basis to the extent necessary to avoid significant disruption to Newco's businesses. Comcast shall use its commercially reasonable efforts to limit, to the extent practicable, the services which it will not provide Newco by virtue of the limitations set forth in clause (ii), and, with respect to each such service, Comcast shall consider in good faith any proposals made by GE pursuant to which Comcast would provide such service on a temporary basis to the extent necessary to avoid significant disruption to Newco's businesses. The parties will determine in good faith which Person (which may be Newco itself, GE, Comcast or an unrelated third party) will be able to provide Newco with each applicable service most efficiently (taking into account cost, service levels and other relevant factors) following the Closing; *provided* that if the parties are unable to agree as to any particular service, such determination will be made in the good faith judgment of Comcast.

Section 6.22. *Relevant Transactions.* (a) If after the date hereof and prior to Closing, Comcast desires to, or desires to cause any of its Subsidiaries to, acquire or invest in a business, whether by merger, consolidation, combination or amalgamation, acquisition of equity interest or assets or otherwise, in each case, that if acquired would be primarily related to the Contributed Comcast Businesses, Comcast shall deliver a notice to GE containing the material terms of such transaction, including reasonable detail as to the financial and operational implications of the transaction for Newco, the equity interest, business or assets to be acquired, and the consideration proposed to be paid (including any Relevant Transaction Debt) in connection with such transaction. GE may, within fifteen (15) Business Days after receipt of such notice, object to such acquisition by delivering a notice of objection.

(b) If a notice of objection with respect to any such transaction is delivered pursuant to Section 6.22(a) within such fifteen (15) Business Day period, Comcast or one or more of its Subsidiaries shall be permitted, subject to receipt of any consent required pursuant to Section 6.01(b)(ii), to enter into and consummate such transaction on the terms set forth in the notice delivered by Comcast pursuant to Section 6.22(a); *provided* that the equity interest, business or assets acquired pursuant to such transaction shall be deemed Comcast Excluded Assets and the Liabilities relating thereto shall be deemed Excluded Comcast Liabilities.

(c) If a notice of objection with respect to any such transaction is not delivered pursuant to Section 6.22(a) within such fifteen (15) Business Day period, (i) Comcast or more of its Subsidiaries shall be permitted to enter into and consummate such transaction (a "**Relevant Transaction**") on terms that are equivalent in all material respects to those which are set forth in the notice

delivered by Comcast pursuant to Section 6.22(a) and (ii) the equity interest, business or assets acquired pursuant to such transaction shall be deemed Comcast Assets or Excluded Comcast Assets and the Liabilities relating thereto shall be deemed Assumed Comcast Liabilities or Excluded Comcast Liabilities to the extent provided in Section 2.03 (as if such equity interest, business or assets were owned by Comcast and such Liabilities were Liabilities of Comcast). Each transaction set forth on Section 6.22 of the Comcast Disclosure Letter shall be a Relevant Transaction if it is consummated on terms that are equivalent in all material respects to those which are set forth in the summaries previously provided to GE in writing prior to the date hereof with respect to such transaction.

Section 6.23. *Organizational Documents.* Between the date hereof and the Closing Date, GE, NBCU and Comcast shall negotiate in good faith mutually agreeable forms of an amended and restated certificate of incorporation of Navy Holdco 2, amended and restated bylaws of Navy Holdco 2 and a limited liability company agreement of NBCU (the “**Organizational Documents**”). The Organizational Documents shall be in form and substance customary for organizational documents of wholly-owned Subsidiaries and, in the case of NBCU, shall be consistent with Section 6.18. GE shall cause the Organizational Documents of NBCU to be in full force and effect as of the Closing and the Organizational Documents of Navy Holdco 2 to be in full force and effect as of the effective date of the Navy Holdco 2 Agreement.

Section 6.24. *Advertising.* During the five (5) calendar years commencing at the beginning of the first calendar year following Closing, GE shall, directly or indirectly through one or more of its Subsidiaries, purchase advertising from Newco or one or more of its Subsidiaries such that, in each such year, GE will purchase no less than \$59 million of gross advertising, in the aggregate, from Newco and its Subsidiaries, and GE will purchase an additional \$50 million of gross advertising in connection with the 2012 Olympic Games. During the remainder of the calendar year in which the Closing occurs, GE shall, directly or indirectly through one or more of its Subsidiaries, purchase advertising from Newco or one or more of its Subsidiaries in an amount and in a manner consistent with its advertising plan for such calendar year or, in the absence of such a plan, in the ordinary course of business in an amount and in a manner consistent with such period in the prior calendar year. Purchases of advertising by GE and its Subsidiaries pursuant to this Section 6.24 shall be effected on arms-length terms; *provided* that GE and its Subsidiaries shall be entitled to preferential client treatment, including access to marketing execution and placements, comparable to the top tier or highest spender category of advertising or past practice, whichever is more favorable to GE.

Section 6.25. *Contributed Comcast Business 2008 EBITDA.* Prior to the Closing Date, Comcast shall cause Deloitte & Touche LLP to (a) conduct an audit of the 2008 Comcast Financial Statements and (b) perform certain agreed upon

procedures, as agreed to by Comcast and Deloitte & Touche LLP after reasonable consultation with GE (it being understood that GE shall have the right to consult with Comcast in the development of such procedures), relating to a schedule derived from such audit that sets forth the operating cash flow of the Contributed Comcast Businesses for the twelve month period ended December 31, 2008 (the “**2008 Contributed Comcast Businesses EBITDA**”), calculated on the same basis as the 2008 operating cash flow of the Contributed Comcast Businesses that was included in the long range forecast for the Contributed Comcast Businesses provided by Comcast to GE in writing prior to the date hereof (including adjustments for (i) allocations of corporate and other non-recurring costs (including stay bonuses associated with Fandango) and (ii) the exclusion of The Comcast Network). Comcast shall deliver a copy of such audit report together with an unqualified opinion of Deloitte & Touche LLP thereon and agreed upon procedures report to GE promptly following the completion of such reports. GE and its advisors will have thirty (30) days to review the calculation of 2008 Contributed Comcast Businesses EBITDA, during which 30-day period Comcast shall provide adequate access to management and Comcast internal workpapers to assess the basis for the calculation. To the extent there is any dispute, GE will document and provide to Comcast the nature of such dispute. GE and Comcast will have fifteen (15) days from the date of delivery of the dispute notice to negotiate and resolve such differences. If no resolution is reached, senior executives of GE and Comcast will discuss a resolution of such dispute in good faith. If they are not able to reach a resolution, Deloitte & Touche LLP’s determination shall control.

Section 6.26. *Certain Other Agreements.* Comcast and GE hereby agree to the covenants set forth in (a) Section 6.26(a) of the Comcast Disclosure Letter, (b) Section 6.26(b) of the NBCU Disclosure Letter and (c) Section 6.26(c) of the NBCU Disclosure Letter.

Section 6.27. *Newco.* (a) Comcast and GE shall agree prior to the Closing on the initial chief executive officer of Newco.

(b) Between the date hereof and the Closing Date, GE and Comcast shall cooperate in good faith to further develop the initial post-Closing strategic plan for Newco attached as Exhibit B to the Form of Newco Operating Agreement attached hereto as Exhibit I (the “**Preliminary Initial Strategic Plan**”). If the parties are unable to mutually agree on such further developed strategic plan (it being the mutual intention of GE and Comcast to work towards such further development within a reasonable time period prior to the anticipated Closing Date), each of Comcast and GE shall cause their respective chief executive officers to use their respective good faith efforts to resolve such disagreement for a period of five Business Days after GE or Comcast advises the other in writing that an impasse has been reached with respect to such further developed plan; *provided, however*, that, if the parties have not mutually agreed

upon such strategic plan by the Closing Date, the initial post-Closing strategic plan for Newco (which, for the avoidance of doubt, may be the Preliminary Initial Strategic Plan) shall be as determined by Comcast. To the extent (i) GE and Comcast agree on a further developed initial post-closing strategic plan or (ii) Comcast designates an initial post-closing strategic plan that is different from the Preliminary Initial Strategic Plan, Exhibit B to the Form of Newco Operating Agreement attached hereto as Exhibit I shall be deemed replaced with the initial post-closing strategic plan so agreed upon or designated, as the case may be.

Section 6.28. *Certain Investments.* To the extent that investment securities of any Person that are subject to a stockholders, investment, operating or other similar agreement pursuant to which rights and obligations arising thereunder are jointly held or exercisable or are derived from common ownership are included in both the NBCU Assets and the Excluded NBCU Assets (including the investment securities of the Persons listed on Section 6.28 of the NBCU Disclosure Letter), the parties hereto shall (a) determine an equitable allocation of the non-economic rights and obligations arising under such agreements as between Newco and its Subsidiaries, on the one hand, and GE and its Subsidiaries, on the other hand (which allocation shall take into account the relative ownership of such investment securities and the relationship of Newco and its Subsidiaries with such Person after giving effect to the Closing) and (b) use their commercially reasonable efforts to cause such allocation to be implemented as of the Closing or as soon thereafter as possible (including executing any necessary assignment and assumption documents and obtaining any necessary consent of any third party).

Section 6.29. *Certain Obligations.* GE shall cause each of Navy Holdco 1 and Navy Holdco 2, and through the Closing, Newco, to take all actions required to be taken, and to refrain from taking any actions not permitted to be taken, by them pursuant to this Agreement.

Section 6.30. *Vivendi Agreements.* GE shall not, and shall not permit any of its Subsidiaries (including the NBCU Entities) to, without the prior written consent of Comcast, (i) enter into any Vivendi Agreement or (ii) enter into any amendments or modifications to, or grant or rely upon any waivers under, any Vivendi Agreement (regardless of whether such Vivendi Agreement was entered into prior to, on or after the date of this Agreement) that would reasonably be expected to have the effect of delaying, impairing or impeding the Closing. In addition, GE shall, and shall cause each of its applicable Subsidiaries (including NBCU Entities) to, comply with its obligations under each Vivendi Agreement and use its reasonable best efforts to consummate the transactions contemplated by the Vivendi SPA in accordance with the terms thereof.



ARTICLE 7  
EMPLOYEE MATTERS

Section 7.01. *Employee Matters.* With respect to employee matters, the parties have made the representations, warranties and agreements and covenants set forth in Exhibit B-1 (the “**NBCU Employee Matters Agreement**”) and Exhibit B-2 (the “**Comcast Employee Matters Agreement**”), each of which is hereby incorporated in, and made a part of, this Agreement as if set forth in full herein.

Section 7.02. *Newco Executive Incentive Compensation Summary of Principles.* The parties acknowledge the Newco Executive Incentive Compensation Summary of Principles, attached hereto as Exhibit J.

ARTICLE 8  
TAX MATTERS

Section 8.01. *Tax Matters Agreement.* Notwithstanding anything in this Agreement to the contrary, all indemnifications, representations, warranties, covenants and agreements among the parties with respect to Tax matters are covered exclusively by the Tax Matters Agreement and the Newco Operating Agreement and nothing contained herein shall give rise to any claim in respect of Taxes. In the event of any conflict with respect to Tax matters between the provisions of this Agreement, on the one hand, and the provisions of the Tax Matters Agreement or the Newco Operating Agreement, on the other hand, the provisions of the Tax Matters Agreement or the Newco Operating Agreement shall control.

ARTICLE 9  
CONDITIONS TO CLOSING

Section 9.01. *Conditions to Obligations of GE and NBCU.* The obligations of GE and NBCU to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, or waiver by GE in its sole discretion, at or prior to the Closing, of each of the following conditions:

(a) **Representations and Warranties.** The representations and warranties of Comcast set forth in this Agreement or the Tax Matters Agreement shall be true and correct, without giving effect to any limitation as to “materiality” or “Material Adverse Effect” or similar qualification set forth therein (other than in the phrase “materially impair or delay” or in the Designated Comcast

Representations) in each case as of the Closing Date as though made on the Closing Date (except to the extent that any such representation or warranty expressly speaks as of an earlier date, in which case such representation or warranty shall be true and correct as of such earlier date); *provided* that notwithstanding anything to the contrary contained herein, the condition set forth in this Section 9.01(a) shall be deemed to have been satisfied even if any representations or warranties of Comcast (other than those contained in Section 5.01(b) and Section 5.03, which must be true and correct in all material respects) are not so true and correct unless the failure of such representations and warranties of Comcast to be so true and correct, individually or in the aggregate, has had or would reasonably be expected to have a Comcast Material Adverse Effect, or a Material Adverse Effect on Newco, or a material adverse effect on the ability of Comcast or Newco to consummate the transactions contemplated by the Transaction Agreements. GE and NBCU shall have received a certificate signed by an executive officer of Comcast to the effect that the condition set forth in this Section 9.01(a) has been satisfied.

(b) Covenants. Comcast shall, and shall have caused its Subsidiaries to, have performed and complied in all material respects with the obligations and covenants applicable to Comcast or its Subsidiaries, in each case, to be performed and complied with by Comcast or its Subsidiaries at or prior to the Closing in accordance with this Agreement and the Tax Matters Agreement, and GE and NBCU shall have received a certificate signed by an executive officer of Comcast to such effect.

(c) No Governmental Orders. At the Closing Date, there shall be no Governmental Orders in effect, and there shall be no action, investigation, proceeding or litigation instituted, commenced, pending or threatened by or before any Governmental Authority in which a Governmental Authority is a party, (i) that restrains or prohibits or renders illegal the Closing, (ii) that restrains or prohibits or renders illegal the consummation of the other transactions contemplated by the Transaction Agreements, other than the failure of which to be so consummated would not reasonably be expected to have, individually or in the aggregate, a Material Impact on the current or future business operations of GE or Newco or (iii) that would otherwise reasonably be expected to have, individually or in the aggregate, a Material Impact on the current or future business operations of GE or Newco.

(d) Governmental Approvals. The FCC Order and all other Governmental Approvals required by applicable Law to consummate the transactions contemplated by this Agreement, including those set forth in Section 9.01(d) of the NBCU Disclosure Letter to the extent required by applicable Law to consummate the transactions contemplated by this Agreement, shall have been obtained and shall be in full force and effect without any condition or requirement that would reasonably be expected to have, individually or in the aggregate, a

Material Impact on the current or future business operations of GE or Newco, and any applicable waiting periods in respect thereof shall have expired or been terminated.

(e) Ancillary Agreements. The Ancillary Agreements shall have been duly executed and delivered by each of the parties thereto.

(f) NBCU Financing and NBCU Dividend. All conditions to the obligations of the lenders thereunder to fund the NBCU Financing or Alternative Financing shall have been fulfilled or waived and the lenders thereunder shall be prepared to fund the NBCU Dividend in full.

(g) Comcast Restructuring. The actions contemplated by Section 6.14 of the Comcast Disclosure Letter shall have been completed, in all material respects, on the terms and conditions set forth therein.

(h) Vivendi Agreements. The Transaction Closing (as defined in the Vivendi SPA) shall have been consummated pursuant to the Vivendi SPA.

Section 9.02. *Conditions to Obligations of Comcast.* The obligation of Comcast to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, or waiver by Comcast in its sole discretion, at or prior to the Closing, of each of the following conditions:

(a) Representations and Warranties. The representations and warranties of GE and NBCU set forth in this Agreement or the Tax Matters Agreement shall be true and correct, without giving effect to any limitation as to “materiality” or “Material Adverse Effect” or similar qualification set forth therein (other than in the phrase “materially impair or delay” or in the Designated NBCU Representations) in each case as of the Closing Date as though made on the Closing Date (except to the extent that any such representation or warranty expressly speaks as of an earlier date, in which case such representation or warranty shall be true and correct as of such earlier date); *provided, however*, that notwithstanding anything to the contrary contained herein, the condition set forth in this Section 9.02(a) shall be deemed to have been satisfied even if any representations or warranties of GE and NBCU (other than those contained in Section 3.01(b), Section 3.03, Section 4.01(b), Section 4.01(d) and Section 4.01(e)) are not so true and correct unless the failure of such representations and warranties of GE and NBCU to be so true and correct, individually or in the aggregate, has had or would reasonably be expected to have a NBCU Material Adverse Effect, a Material Adverse Effect on Newco or a material adverse effect on the ability of GE, NBCU or Newco to consummate the transactions contemplated by the Transaction Agreements. Comcast shall have received certificates signed by an executive officer of each of GE and NBCU to the effect

that the condition set forth in this Section 9.02(a) has been satisfied with respect to each of GE, NBCU and Newco.

(b) Covenants. GE and NBCU shall, and shall have caused their respective Subsidiaries to, have performed and complied in all material respects with the other obligations and covenants applicable to GE and the NBCU Entities to be performed and complied with by GE and the NBCU Entities at or prior to the Closing in accordance with this Agreement and the Tax Matters Agreement, and Comcast shall have received certificates signed by an executive officer of each of GE and NBCU to such effect.

(c) No Governmental Orders. At the Closing Date, there shall be no Governmental Order in effect, and there shall be no action, investigation, proceeding or litigation instituted, commenced, pending or threatened by or before any Governmental Authority in which a Governmental Authority is a party, (i) that restrains or prohibits or renders illegal the Closing, (ii) that restrains or prohibits or renders illegal the consummation of the other transactions contemplated by the Transaction Agreements, other than the failure of which to be so consummated would not reasonably be expected to have, individually or in the aggregate, a Material Impact on the current or future business operations of Comcast or Newco or (iii) that would otherwise reasonably be expected to have, individually or in the aggregate, a Material Impact on the current or future business operations of Comcast or Newco.

(d) Governmental Approvals. The FCC Order and all other Governmental Approvals required by applicable Law to consummate the transactions contemplated by this Agreement, including those set forth in Section 9.02(d) of the Comcast Disclosure Letter to the extent required by applicable Law to consummate the transactions contemplated by this Agreement, shall have been obtained and shall be in full force and effect without any condition or requirement that would reasonably be expected to have, individually or in the aggregate, a Material Impact on the current or future business operations of Comcast or Newco, and any applicable waiting periods in respect thereof shall have expired or been terminated.

(e) Ancillary Agreements. The Ancillary Agreements shall have been duly executed and delivered by each of the parties thereto.

(f) NBCU Restructuring. The actions contemplated by Section 6.14 of the NBCU Disclosure Letter shall have been completed, in all material respects, on the terms and conditions set forth therein.

ARTICLE 10  
TERMINATION, AMENDMENT AND WAIVER

Section 10.01. *Termination.* This Agreement may be terminated prior to the Closing:

- (a) by the mutual written consent of GE and Comcast;
- (b) by GE, if Comcast shall have breached any representation or warranty or failed to comply with any covenant or agreement applicable to Comcast that would cause either of the conditions set forth in Section 9.01(a) or Section 9.01(b) not to be satisfied, and such condition would be incapable of being satisfied, by the End Date; *provided, however*, that neither GE nor NBCU is then in material breach of this Agreement;
- (c) by Comcast, if GE or NBCU shall have breached any representation or warranty or failed to comply with any covenant or agreement applicable to GE or NBCU that would cause either of the conditions set forth in Section 9.02(a) or Section 9.02(b) not to be satisfied, and such condition would be incapable of being satisfied, by the End Date; *provided, however*, that Comcast is not then in material breach of this Agreement;
- (d) by either GE or Comcast if the Closing shall not have occurred by December 3, 2010 (the “**End Date**”) which term shall include the date of any extension under this Section 10.01(d); *provided, however*, that if on the End Date the conditions to Closing set forth in Section 9.01(c), Section 9.01(d), Section 9.02(c) or Section 9.02(d) shall not have been fulfilled but all other conditions to Closing shall have been fulfilled (other than those conditions that by their terms are to be satisfied at Closing, which conditions (other than the condition set forth in Section 9.01(f)) shall be capable of being fulfilled if Closing were to occur on such date), then either GE or Comcast may elect by written notice to the other parties to extend the End Date for up to two (2) successive 90-day periods (it being understood that in no event may the End Date be extended beyond June 3, 2011 without the mutual written consent of GE and Comcast); and *provided further* that the right to terminate this Agreement under this Section 10.01(d) shall not be available to any party whose failure to take any action required to fulfill any obligation under this Agreement shall have been the cause of, or shall have resulted in, the failure of the Closing to occur prior to such date;
- (e) by GE or Comcast, in the event of the issuance of a final, nonappealable Governmental Order restraining or prohibiting the Closing;
- (f) by GE, on or after the 30th day after notice to Comcast that the conditions set forth in Section 9.01 and Section 9.02 have been satisfied (other than those conditions that by their terms are to be satisfied at the Closing) and the Closing should have occurred in accordance with Section 2.06, if the Closing

shall not have occurred because Comcast shall have failed to comply with its obligations to consummate the Closing; or

(g) by Comcast, on or after the 30th day after notice to GE that the conditions set forth in Section 9.01 and Section 9.02 have been satisfied (other than those conditions that by their terms are to be satisfied at the Closing) and the Closing should have occurred in accordance with Section 2.06, if the Closing shall not have occurred because GE or NBCU shall have failed to comply with its obligations to consummate the Closing;

*provided*, that the party asserting that a condition set forth in Section 9.01 or Section 9.02 has failed to be satisfied shall bear the burden of proof of such failure.

Section 10.02. *Notice of Termination.* Any party desiring to terminate this Agreement pursuant to Section 10.01 shall give written notice of such termination to the other party or parties, as the case may be, to this Agreement.

Section 10.03. *Effect of Termination.* In the event of the termination of this Agreement as provided in Section 10.01, this Agreement shall forthwith become void and there shall be no liability on the part of any party to this Agreement; *provided, however*, that nothing in this Agreement shall relieve the parties hereto from liability for (a) failure to perform the obligations set forth in Section 6.04, (b) any knowing and intentional breach of this Agreement or knowing and intentional failure to perform its obligations under this Agreement and (c) amounts payable pursuant to Section 6.13(c) or 12.02.

Section 10.04. *Extension; Waiver.* At any time prior to the Closing, either GE may, with respect to Comcast, or Comcast may, with respect to GE or NBCU, (a) extend the time for the performance of any of the obligations or other acts of the other Person, (b) waive any inaccuracies in the representations and warranties contained in this Agreement or in any document delivered pursuant to this Agreement or the Tax Matters Agreement, or (c) waive compliance with any of the agreements or conditions contained in this Agreement or the Tax Matters Agreement (*provided* that such waiver of compliance with such agreements or conditions shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure). Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the party granting such extension or waiver. Neither the waiver by any of the parties hereto of a breach of or a default under any of the provisions of this Agreement or the Tax Matters Agreement, nor the failure by any of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or the Tax Matters Agreement or to exercise any right or privilege hereunder, shall be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder or thereunder.

ARTICLE 11  
INDEMNIFICATION

Section 11.01. *Indemnification by GE.* (a) From and after the Closing, and subject to Section 11.04, Section 11.08, Section 11.09, Section 11.10 and Section 12.01, GE shall indemnify, defend and hold harmless Newco, its Subsidiaries, their respective successors and assigns and their respective directors, officers and employees (collectively, the “**Newco Indemnified Parties**”) and Comcast, its Affiliates, their respective successors and assigns and their respective directors, officers and employees (collectively, the “**Comcast Indemnified Parties**”) against, and reimburse any Newco Indemnified Party or Comcast Indemnified Party for, all Losses that such Newco Indemnified Party or Comcast Indemnified Party may suffer or incur, or become subject to, as a result of:

(i) the failure of any representations or warranties made by GE or NBCU in this Agreement to be true and correct on and as of the date hereof or on and as of the Closing Date as though made on the Closing Date (or with respect to representations and warranties that are made as of a specific date, the failure of such representations and warranties to be true and correct as of such date), determined without regard to any qualification or exception contained therein relating to “materiality”, including the words “material” and “Material Adverse Effect” (other than in the phrase “materially impair or delay” or in any such qualification or exception contained in the Designated NBCU Representations);

(ii) any breach or failure by GE or, at or prior to the Closing, NBCU to perform any of its covenants or obligations contained in this Agreement; or

(iii) any Excluded NBCU Liability.

For the avoidance of doubt, it is understood that the foregoing indemnification with respect to the Comcast Indemnified Parties is intended to indemnify the Comcast Indemnified Parties only for Losses suffered or incurred by them directly and is not intended to indemnify the Comcast Indemnified Parties with respect to Losses suffered by Newco or that they may suffer or incur solely by virtue of their direct or indirect equity ownership in a Newco Indemnified Party.

(b) Notwithstanding any other provision to the contrary, (i) GE shall not be required to indemnify, defend or hold harmless any Newco Indemnified Party or Comcast Indemnified Party against, or reimburse any Newco Indemnified Party or Comcast Indemnified Party for, any Losses pursuant to Section 11.01(a)(i), (A) with respect to any claim (except for a claim of the failure of the representation and warranty set forth in Section 3.21) unless such claim involves

Losses in excess of \$2,000,000 (nor shall such item be applied to or considered for purposes of calculating the aggregate amount of the Newco Indemnified Parties' or Comcast Indemnified Parties' Losses) and (B) until the aggregate amount of the Newco Indemnified Parties' and Comcast Indemnified Parties' Losses exceeds \$600,000,000 (the "**NBCU Deductible Amount**"), after which GE shall only be obligated for such aggregate Losses (each of which must satisfy the above subclause (A) to be applied toward the NBCU Deductible Amount) of the Newco Indemnified Parties and the Comcast Indemnified Parties in excess of the NBCU Deductible Amount; and (ii) the cumulative indemnification obligation of GE under Section 11.01(a)(i) shall in no event exceed \$3,000,000,000. Solely for purposes of the representations in the first sentence of Section 3.15(g) and the first sentence of Section 3.15(i) insofar as such representations relate to contributions to Multiemployer Plans with respect to NBCU Employees, the amount paid, if any, to a Multiemployer Plan in respect of or in settlement of each audit of contributions to such Multiemployer Plan with respect to NBCU Employees shall be treated as a separate "claim" for purposes of this Section 11.01(b).

Section 11.02. *Indemnification by Comcast.* (a) From and after the Closing, and subject to Section 11.04, Section 11.08, Section 11.09, Section 11.10 and Section 12.01, Comcast shall indemnify, defend and hold harmless GE and its Affiliates, their respective successors and assigns and their respective directors, officers and employees (collectively, the "**GE Indemnified Parties**") and the Newco Indemnified Parties against, and reimburse any GE Indemnified Party or Newco Indemnified Party for, all Losses that such GE Indemnified Party or Newco Indemnified Party may suffer or incur, or become subject to, as a result of:

- (i) the failure of any representations or warranties made by Comcast in this Agreement to be true and correct on and as of the date hereof or on and as of the Closing Date as though made on the Closing Date (or with respect to representations and warranties that are made as of a specific date, the failure of such representations and warranties to be true and correct as of such date), determined without regard to any qualification or exception contained therein relating to "materiality", including the words "material" and "Material Adverse Effect" (other than in the phrase "materially impair or delay" or in any such qualification or exception contained in the Designated Comcast Representations);
- (ii) any breach or failure by Comcast to perform any of its covenants or obligations contained in this Agreement; or
- (iii) any Excluded Comcast Liability.

For the avoidance of doubt, it is understood that the foregoing indemnification with respect to the GE Indemnified Parties is intended to



indemnify the GE Indemnified Parties only for Losses suffered or incurred by them directly and is not intended to indemnify the GE Indemnified Parties with respect to Losses suffered by Newco or that they may suffer or incur solely by virtue of their direct or indirect equity ownership in a Newco Indemnified Party.

(b) Notwithstanding any other provision to the contrary, (i) Comcast shall not be required to indemnify, defend or hold harmless any Newco Indemnified Party or GE Indemnified Party against, or reimburse any Newco Indemnified Party or GE Indemnified Party for, any Losses pursuant to Section 11.02(a)(i), (A) with respect to any claim (except for a claim of the failure of the representation and warranty set forth in Section 5.23) unless such claim involves Losses in excess of \$500,000 (nor shall such item be applied to or considered for purposes of calculating the aggregate amount of the Newco Indemnified Parties' or Comcast Indemnified Parties' Losses) and (B) until the aggregate amount of the Newco Indemnified Parties' Losses exceeds \$145,000,000 (the "**Comcast Deductible Amount**"), after which Comcast shall only be obligated for such aggregate Losses (each of which must satisfy the above subclause (A) to be applied toward the Comcast Deductible Amount) of the Newco Indemnified Parties and the Comcast Indemnified Parties in excess of the Comcast Deductible Amount; and (ii) the cumulative indemnification obligation of Comcast under Section 11.02(a)(i) shall in no event exceed \$725,000,000. Solely for purposes of the representations in the first sentence of Section 5.16(g) and the first sentence of Section 5.16(i) insofar as such representations relate to contributions to Multiemployer Plans with respect to Comcast Contributed Business Employees, the amount paid, if any, to a Multiemployer Plan in respect of or in settlement of each audit of contributions to such Multiemployer Plan with respect to Comcast Contributed Business Employees shall be treated as a separate "claim" for purposes of this Section 11.02(b).

Section 11.03. *Indemnification by Newco.* Notwithstanding anything in this Agreement to the contrary, from and after the Closing, and subject to Section 11.04, Section 11.08 and Section 11.09, Newco shall indemnify, defend and hold harmless:

(a) the GE Indemnified Parties against any Losses that any GE Indemnified Party may suffer, incur, or become subject to as result of (i) any claim or cause of action by any Person arising before, on or after the Closing Date against any GE Indemnified Party with respect to the NBCU Entities, the ownership, operation or use of the NBCU Assets or the operations of the NBCU Businesses (including all actions of the NBCU Entities and Newco's actions with respect to the NBCU Entities or the ownership, operation or use of the NBCU Assets subsequent to the Closing), other than any such claim or cause of action which would constitute an Excluded NBCU Liability for which GE would otherwise be required to indemnify Newco Indemnified Parties or Comcast

Indemnified Parties pursuant to Section 11.01(a) (after giving effect to the provisions of Section 11.01(b)); or (ii) any Assumed NBCU Liability; and

(b) the Comcast Indemnified Parties against any Losses that any Comcast Indemnified Party may suffer, incur, or become subject to as result of (i) any claim or cause of action by any Person arising before, on or after the Closing Date against any Comcast Indemnified Party with respect to the Contributed Comcast Subsidiaries, the ownership, operation or use of the Comcast Assets or the operations of the Contributed Comcast Businesses (including all actions of the Contributed Comcast Subsidiaries and Newco's actions with respect to the Contributed Comcast Subsidiaries or the ownership, operation or use of the Comcast Assets subsequent to the Closing), other than any such claim or cause of action which would constitute an Excluded Comcast Liability or for which Comcast would otherwise be required to indemnify Newco Indemnified Parties or GE Indemnified Parties pursuant to Section 11.02(a) (after giving effect to the provisions of Section 11.02(b)); or (ii) any Assumed Comcast Liability.

Section 11.04. *Notification of Claims.* (a) Except as otherwise provided in any Ancillary Agreement, a Person that may be entitled to be indemnified under any of the Transaction Agreements, other than the Tax Matters Agreement (the “**Indemnified Party**”), shall promptly notify the party or parties liable for such indemnification (the “**Indemnifying Party**”) in writing of any assertion of any pending or threatened claim, demand or proceeding that the Indemnified Party has determined has given or would reasonably be expected to give rise to a right of indemnification under this Agreement (including a pending or threatened claim, demand or proceeding asserted by a third party against the Indemnified Party, such claim being a “**Third Party Claim**”), describing in reasonable detail the relevant facts and circumstances; *provided, however*, that the failure to provide timely notice shall not release the Indemnifying Party from any of its obligations under this Article 11 except to the extent the Indemnifying Party is actually prejudiced by such failure, it being understood that notices for claims in respect of a breach of a representation, warranty, covenant or agreement must be delivered prior to the expiration of any applicable survival period specified in Section 12.01 for such representation, warranty, covenant or agreement.

(b) Upon receipt of a notice of a claim for indemnity from an Indemnified Party pursuant to Section 11.04(a) with respect to any Third Party Claim, the Indemnifying Party may assume the defense and control of such Third Party Claim. In the event that the Indemnifying Party shall assume the defense of such claim, it shall allow the Indemnified Party a reasonable opportunity to participate in the defense of such Third Party Claim with its own counsel and at its own expense; *provided*, that (i) if the Indemnified Party reasonably concludes that the Indemnifying Party and the Indemnified Party have a conflict of interest or different defenses available with respect to such Third Party Claim or (ii) the Indemnifying Party has not in fact employed counsel to assume control of such

defense, the reasonable fees and expenses of one counsel (in addition to local counsel) to the Indemnified Parties shall be considered “Losses” for purposes of this Agreement. The party that shall control the defense of any such Third Party Claim (the “**Controlling Party**”) shall select counsel, contractors and consultants of recognized standing and competence. GE and Comcast, as the case may be, shall, and shall cause each of their respective Affiliates and Representatives to, cooperate fully with the Controlling Party in the defense of any Third Party Claim, including with respect to the assertion of any claim or defense that was a Contributed NBCU Asset or Contributed Comcast Asset, as applicable. If the Indemnifying Party does not so assume control of such defense, the Indemnified Party shall be entitled to control such defense. The Controlling Party shall keep the other party advised of the status of such Third Party Claim and the defense thereof. If the Indemnifying Party shall assume the control of the defense of any Third Party Claim in accordance with this Section 11.04(b), the Indemnifying Party shall obtain the prior written consent of the Indemnified Party before entering into any settlement of, or consenting to the entry of any judgment arising from, such Third Party Claims unless (x) the Indemnifying Party shall (i) pay or cause to be paid all amounts arising out of such settlement or judgment concurrently with the effectiveness of such settlement (subject to Section 11.01(b) and Section 11.02(b)), if applicable), (ii) not encumber any of the assets of any Indemnified Party or agree to any restriction or condition that would apply to or materially adversely affect any Indemnified Party or the conduct of any Indemnified Party’s business and (iii) obtain, as a condition of any settlement or other resolution, a complete release of any Indemnified Party potentially affected by such Third Party Claim and (y) such settlement or consent shall not include an admission of wrongdoing on the part of any Indemnified Party.

Section 11.05. *Exclusive Remedies.* Except with respect to the matters covered by Section 2.10 and other than with respect to any injunctive remedies or in the case of intentional fraud, the parties hereto acknowledge and agree that, following the Closing, the indemnification provisions of Section 6.07, Section 11.01, Section 11.02, and Section 11.03 shall be the sole and exclusive remedies of any Indemnified Parties, respectively, for any Losses (including any Losses from claims for breach of contract, warranty, tortious conduct (including negligence) or otherwise and whether predicated on common law, statute, strict liability, or otherwise) that it may at any time suffer or incur, or become subject to, as a result of, or in connection with, any breach of any representation or warranty in this Agreement by GE, NBCU or Comcast, respectively, or any failure by GE, NBCU or Comcast, respectively, to perform or comply with any covenant or agreement set forth herein. Without limiting the generality of the foregoing, the parties hereto hereby irrevocably waive any right of rescission they may otherwise have or to which they may become entitled.

Section 11.06. *Additional Indemnification Provisions.* (a) With respect to each indemnification obligation contained in any Transaction Agreement or any

other document executed in connection with the Closing (i) all Losses shall be net of any third-party insurance proceeds that have been actually recovered by the Indemnified Party in connection with the facts giving rise to the right of indemnification, (ii) GE shall have no liability to indemnify any Comcast Indemnified Party or Newco Indemnified Party with respect to any Losses caused by or resulting from any pre-Closing action that GE or NBCU takes, pursuant to Section 6.01(a), with the specific consent of Comcast, and (iii) Comcast shall have no liability to indemnify any Newco Indemnified Party with respect to any Losses caused by or resulting from any pre-Closing action that Comcast takes, pursuant to Section 6.01(b), with the specific consent of GE.

(b) If an Indemnifying Party makes any payment for any Losses suffered or incurred by an Indemnified Party pursuant to the provisions of this Article 11, such Indemnifying Party shall be subrogated, to the extent of such payment, to all rights and remedies of the Indemnified Party to any insurance benefits or other claims of the Indemnified Party with respect to such Losses and with respect to the claim giving rise to such Losses.

(c) For the avoidance of doubt, Losses covered by Section 11.01, Section 11.02 or Section 11.03 may include Losses incurred in connection with a Third Party Claim or otherwise and Losses that arise as a result of the negligence, strict liability or any other liability under any theory of law or equity of, or violation of any Law by, the Person indemnified thereunder.

Section 11.07. *Newco Claims.* If GE becomes aware of any Losses for which Newco may be entitled to seek indemnification from Comcast under this Agreement, (a) GE shall notify Newco and (b) if Newco does not promptly seek such indemnification, GE shall be entitled to seek such indemnification on behalf of Newco and may exercise or cause to be exercised all of the rights of Newco with respect to such Losses as if GE were the Indemnified Party with respect to such Losses; *provided* that any amounts recovered from Comcast with respect to such Losses shall be paid to Newco. If Comcast becomes aware of any Losses for which Newco may be entitled to seek indemnification from GE under this Agreement, (a) Comcast shall notify Newco and (b) if Newco does not promptly seek such indemnification, Comcast shall be entitled to seek such indemnification on behalf of Newco and may exercise or cause to be exercised all of the rights of Newco with respect to such Losses as if Comcast were the Indemnified Party with respect to such Losses; *provided* that any amounts recovered from GE with respect to such Losses shall be paid to Newco.

Section 11.08. *Mitigation.* Each Indemnified Party shall use its commercially reasonable efforts to mitigate any Loss for which such Indemnified Party seeks indemnification under this Agreement.

Section 11.09. *Third Party Remedies.* If any Indemnified Party (or any of their respective Affiliates) is at any time entitled (whether by reason of a contractual right, a right to take or bring a legal action, availability of insurance, or a right to require a payment discount or otherwise) to recover from another Person any amount in respect of any matter giving rise to a Loss (whether before or after the Indemnifying Party has made a payment to an Indemnified Party hereunder and in respect thereof), the Indemnified Party shall, and shall cause its applicable Affiliate (including, in the case of Comcast, Newco and any Contributed Business Subsidiary) to use their respective commercially reasonable efforts to, (a) promptly notify the Indemnifying Party and provide such information as the Indemnifying Party may require relating to such right of recovery and the steps taken or to be taken by the Indemnified Party in connection therewith and (b) keep the Indemnifying Party reasonably informed of the progress of any action taken in respect thereof; *provided* that for the avoidance of doubt, the actions required pursuant to clauses (a) and (b) shall not be preconditions to recovery by any Indemnified Party from an Indemnifying Party pursuant to this Agreement. Thereafter, any claim against such Indemnifying Party shall be limited (in addition to the limitations on the liability of the Indemnifying Party referred to in this Agreement) to the amount by which the Losses suffered by the Indemnified Party exceed the amounts so recovered by the Indemnified Party or any such Contributed Business Subsidiary or Affiliate (or, in the case of Comcast, Newco or any such Contributed Business Subsidiary). If the Indemnified Parties recover any amounts in respect of Losses from any third party with respect to a matter as to which the Indemnified Parties have recovered all of their Losses (whether pursuant to this Article 11, from third parties or a combination of the foregoing) at any time after the Indemnifying Party has paid all or a portion of such Losses to the Indemnified Party pursuant to this provisions of this Article 11, Comcast or GE, as applicable, shall, or shall cause such Indemnified Parties to promptly (and in any event within ten (10) Business Days of receipt) pay over to the Indemnifying Party the amount so received (to the extent previously paid by the Indemnifying Party).

Section 11.10. *Limitation on Liability.* In no event shall any party have any liability to the other (including under this Article 11) for any consequential, special, incidental, indirect or punitive damages or similar items (or to the extent the same would constitute consequential or like damages, lost profits) other than any such damages actually awarded to a third party in connection with a Third Party Claim; *provided* that such limitations shall not limit the right of (a) Comcast, on the one hand, or (b) GE or NBCU, on the other hand, to recover contract damages in connection with the failure of GE or NBCU (with respect to Comcast's right) or Comcast (with respect to GE's or NBCU's right), to close in violation of this Agreement.

## ARTICLE 12

### GENERAL PROVISIONS

Section 12.01. *Survival.* The representations and warranties of GE, NBCU and Comcast contained in or made pursuant to this Agreement or in any certificate furnished pursuant to this Agreement shall survive in full force and effect until the date that is eighteen (18) months after the Closing Date, at which time they shall terminate (and no claims shall be made for indemnification in respect of breaches of such representations and warranties under Section 11.01(a)(i) or Section 11.02(b)(i) unless notice of such claim is given to the Indemnifying Party prior to the termination of the applicable survival period); *provided, however,* that (a) the representations and warranties made in Section 5.07 shall not survive the Closing, (b) the representations and warranties made in Section 3.13 and Section 5.14 shall survive the Closing until the date that is three (3) years after the Closing Date at which time they shall terminate, (c) the representations and warranties made in Section 3.15 and Section 5.16 shall survive until the expiration of the statute of limitations applicable to the matters covered thereby at which time they shall terminate and (d) the representations and warranties made in Section 3.01, Section 3.03, Section 3.11(b), Section 4.01(a), Section 4.01(b), Section 5.01(a), Section 5.01(b), Section 5.03 and Section 5.12(b) shall survive the Closing indefinitely. The covenants and agreements of the parties hereto contained in or made pursuant to this Agreement shall survive the Closing indefinitely until the expiration of the applicable statute of limitations or for the shorter period explicitly specified therein, except that breaches of any such covenants or agreements shall survive indefinitely or until the latest date permitted by law.

Section 12.02. *Expenses.* (a) Except as may be otherwise specified in the Transaction Agreements, all costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred in connection with the Transaction Agreements and the transactions contemplated by the Transaction Agreements shall be borne by the party incurring such costs and expenses; provided that, except as otherwise provided in Section 12.02(b), none of NBCU, Newco or any of their respective Subsidiaries shall bear any costs or expenses in connection with the Transaction Agreements, the transactions contemplated by the Transaction Agreements, any alternative transaction considered prior to the date hereof involving the prospective sale of NBCU or of all or a substantial part of the NBCU Businesses or any potential initial public offering of NBCU (and all such costs and expenses shall be borne by GE).

(b) All (i) reasonable, out-of-pocket costs and expenses incurred (including such costs and expenses incurred by NBCU, Newco and their respective Subsidiaries) in connection with the NBCU Financing, the Alternative Financing or any other financing contemplated by Section 6.16(a) (including any and all commitment fees, underwriting fees, ticking fees and arrangement fees,

indemnification obligations) (collectively, “**Financing Costs**”) and (ii) reasonable, out-of-pocket fees, costs and expenses incurred by the NBCU Entities in connection with preparation for a potential initial public offering of NBCU (collectively, “**IPO Costs**”) will be paid by GE; *provided* that (A) Comcast shall cause an Affiliate of Comcast to reimburse GE for 50% of the amount of all Financing Costs (*provided* that Comcast shall have no reimbursement obligation with respect to indemnification obligations) and IPO Costs paid by GE promptly, and in any event within five (5) Business Days, following receipt of a written request for such reimbursement from GE, (B) if the Closing occurs, (1) NBCU shall at or promptly following the Closing reimburse each of GE and such Affiliate of Comcast for all Financing Costs that it has so borne and all IPO Costs that it has so borne to the extent that such IPO Costs were incurred on or after July 1, 2009 and not exceeding \$7.5 million in the aggregate (*i.e.*, the maximum reimbursement that each of GE and Comcast is entitled to receive from NBCU pursuant to this clause (1) is \$3.75 million) and (2) GE shall at or promptly following the Closing reimburse such Affiliate of Comcast for all IPO Costs, if any, that it has so borne and with respect to which it is not entitled to receive reimbursement from NBCU pursuant to the preceding clause (1), and (C) if this Agreement is terminated, GE shall reimburse such Affiliate of Comcast promptly, and in any event within five (5) Business Days, following such termination for all IPO Costs that such Affiliate has so borne and that were not also attributable to the NBCU Financing, the Alternative Financing or any other financing contemplated by Section 6.16(a). If GE or NBCU receives a refund for any Financing Costs, it shall promptly reimburse the applicable Affiliate of Comcast for the portion of such refunded Financing Costs previously borne by such Affiliate. Each of GE, Comcast and NBCU shall, to the extent requested, provide the other with reasonable supporting documentation in connection with the allocation of Financing Costs and IPO Costs pursuant to this Section 12.02(b).

Section 12.03. *Notices.* All notices, requests, claims, demands and other communications under the Transaction Agreements shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by facsimile with receipt confirmed (followed by delivery of an original via overnight courier service) or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 12.03):

- (i) if to Comcast:

Comcast Corporation  
One Comcast Center  
Philadelphia, PA 19103  
Attention: General Counsel  
Facsimile: (215) 286-7794

with a copy to:

Davis Polk & Wardwell LLP  
450 Lexington Avenue  
New York, NY 10017  
Attention: David L. Caplan  
Marc O. Williams  
Facsimile: (212) 701-5800

(ii) if to GE:

General Electric Company  
3135 Easton Turnpike, W3A24  
Fairfield, CT 06828  
Attention: Senior Counsel for Transactions  
Facsimile: (203) 373-3008

with a copy to:

Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, NY 10153  
Attention: Howard Chatzinoff  
Jay Tabor  
Facsimile: (212) 310-8007

(iii) if to NBCU or Newco:

NBC Universal, Inc.  
30 Rockefeller Plaza  
New York, NY 10012  
Phone: (212) 664-1988  
Attention: Chief Financial Officer and General Counsel  
Facsimile: (212) 664-2147

and prior to Closing:



Navy, LLC  
c/o General Electric Company  
3135 Easton Turnpike, W3A24  
Fairfield, CT 06828  
Attention: Senior Counsel for Transactions  
Facsimile: (203) 373-3008

Section 12.04. *Severability.* If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced under any Law or as a matter of public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties to this Agreement shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

Section 12.05. *Entire Agreement.* The Transaction Agreements constitute the entire agreement between the parties hereto and thereto with respect to the subject matter of the Transaction Agreements and supersede all prior agreements, undertakings and understandings, both written and oral, other than the Confidentiality Agreement to the extent not in conflict with this Agreement, between or on behalf of the parties hereto and thereto, with respect to the subject matter of the Transaction Agreements. The parties hereto have voluntarily agreed to define their rights, liabilities and obligations respecting the subject matter of this Agreement exclusively in contract pursuant to the express terms and provisions of this Agreement; and the parties hereto expressly disclaim that they are owed any duties not expressly set forth in this Agreement. Furthermore, the parties hereto each hereby acknowledge that this Agreement embodies the justifiable expectations of sophisticated parties derived from arm's length negotiations; all parties to this Agreement specifically acknowledge that no party has any special relationship with another party that would justify any expectation beyond that of ordinary parties in an arm's length transaction. The sole and exclusive remedies for any breach of the terms and provisions of this Agreement (including any representations and warranties set forth herein) shall be those remedies provided for in this Agreement or available at Law or in equity for breach of contract only (as such contractual remedies may be further limited or excluded pursuant to the express terms of this Agreement); and the parties hereto hereby waive and release any and all tort claims and causes of action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any tort claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this

Agreement). Notwithstanding the foregoing, nothing in this Agreement shall constitute a waiver or release, or limit any party's right to pursue any claim or remedy, with respect to intentional fraud of another party.

Section 12.06. *Assignment.* This Agreement shall not be assigned by operation of Law or otherwise by any party hereto without the prior written consent of the other parties hereto, except that GE, NBCU or Comcast may assign any or all of their respective rights and obligations under this Agreement to any of their respective Affiliates; *provided* that no such assignment shall release the applicable assignor from any liability or obligation under this Agreement. Any attempted assignment in violation of this Section 12.06 shall be void. This Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by the parties hereto and their permitted successors and assigns.

Section 12.07. *No Third-Party Beneficiaries.* Except as provided in Section 6.18 with respect to the D&O Indemnitees or in Article 11 with respect to the Indemnified Parties, this Agreement is for the sole benefit of the parties to this Agreement and their permitted successors and assigns and nothing in this Agreement or any other Transaction Agreements, express or implied, is intended to or shall confer upon any other Person, including any union or any employee or former employee of GE or the Combined Businesses, or entity any legal or equitable right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period, under or by reason of this Agreement.

Section 12.08. *Amendment.* No provision of this Agreement or any other Transaction Agreement, including any Exhibits or Schedules thereto, may be amended, supplemented or modified except by a written instrument making specific reference hereto or thereto signed by all the parties to such agreement. No consent from any Indemnified Party under Article 11 (other than the parties hereto) shall be required in order to amend this Agreement.

Section 12.09. *Disclosure Letter.* Any disclosure with respect to a Section of this Agreement, including any Section of the Disclosure Letters, shall be deemed to be disclosed for other Sections of this Agreement, including any Section of the Disclosure Letters, to the extent that such disclosure is reasonably sufficient so that the relevance of such disclosure would be reasonably apparent to a reader of such disclosure. Matters reflected in any Section of this Agreement, including any Section of the Disclosure Letters, are not necessarily limited to matters required by this Agreement to be so reflected. Such additional matters are set forth for informational purposes and do not necessarily include other matters of a similar nature. No reference to or disclosure of any item or other matter in any Section of this Agreement, including any Section of the Disclosure Letters, shall be construed as an admission or indication that such item or other matter is material or that such item or other matter is required to be referred to or disclosed in this Agreement. Without limiting the foregoing, no such reference to or

disclosure of a possible breach or violation of any contract, Law or Governmental Order shall be construed as an admission or indication that breach or violation exists or has actually occurred.

Section 12.10. *Dispute Resolution.* (a) Except as set forth in the Ancillary Agreements, and except with respect to any request for equitable relief (including interim relief) by any of the parties hereto on or prior to the Closing Date, any dispute, controversy or claim arising out of or relating to the transactions contemplated by this Agreement, or the validity, interpretation, breach or termination of any such agreement, including claims seeking redress or asserting rights under any Law (a “**Dispute**”), shall be resolved in accordance with the procedures set forth in this Section 12.10, Section 12.11 and Section 12.16. Until completion of the procedures set forth in Section 12.10(b), no party may take any action to force a resolution of a Dispute by any judicial or similar process, except to the limited extent necessary to (i) avoid expiration of a claim that might eventually be permitted by this Agreement or (ii) obtain interim relief, including injunctive relief, to preserve the status quo or prevent irreparable harm.

(b) Any party seeking resolution of a Dispute shall first submit the Dispute to the relevant other parties. Each party agrees to confer and discuss in good faith potential mutually agreeable resolutions to such Dispute, including by designating an appropriate member of senior management to serve as its representative in such discussions. Discussions will continue for at least 10 days following submission of the Dispute.

(c) All offers of compromise or settlement among the parties or their Representatives in connection with the attempted resolution of any Dispute shall be deemed to have been delivered in furtherance of a Dispute settlement and shall be exempt from discovery and production and shall not be admissible in evidence (whether as an admission or otherwise) in any proceeding for the resolution of the Dispute.

Section 12.11. *Governing Law; Submission to Jurisdiction; Waivers.* (a) Except as set forth in the Ancillary Agreements, this Agreement and each other Transaction Agreement (and any claims, causes of action or disputes that may be based upon, arise out of or relate hereto or thereto, to the transactions contemplated hereby and thereby, to the negotiation, execution or performance hereof or thereof, or to the inducement of any party to enter herein and therein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise) shall in all respects be governed by, and construed in accordance with, the Laws of the State of Delaware, including all matters of construction, validity and performance, in each case without reference to any conflict of Law rules that might lead to the application of the Laws of any other jurisdiction.

(b) Each of the parties hereto agrees that if any Dispute is not resolved by discussions undertaken pursuant to Section 12.10, such Dispute shall be resolved only in the Chancery Court of the State of Delaware (or if unavailable, any federal court sitting in the State of Delaware or, if unavailable, the Delaware Superior Court) and the appellate courts having jurisdiction of appeals in such courts. In that context, and without limiting the generality of the foregoing, each of the parties hereto by this Agreement irrevocably and unconditionally:

(i) submits for itself and its property in any Action relating to the Transaction Agreements, or for recognition and enforcement of any judgment in respect thereof, to the exclusive jurisdiction of the Chancery Court of the State of Delaware (or if unavailable, any federal court sitting in the State of Delaware or, if unavailable, the Delaware Superior Court), and appellate courts having jurisdiction of appeals from any of the foregoing, and agrees that all claims in respect of any such Action shall be heard and determined in such Delaware court or, to the extent permitted by Law, in such federal court;

(ii) consents that any such Action may and shall be brought in such courts and waives any objection that it may now or hereafter have to the venue or jurisdiction of any such Action in any such court or that such Action was brought in an inconvenient court and agrees not to plead or claim the same;

(iii) agrees that service of process in any such Action may be effected by mailing a copy of such process by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party at its address as provided in Section 12.03; and

(iv) agrees that nothing in the Transaction Agreements shall affect the right to effect service of process in any other manner permitted by the Laws of the State of Delaware.

Section 12.12. *Bulk Sales Laws.* The parties hereto hereby waive compliance by the Transferors with the provisions of the “bulk sales”, “bulk transfer” or similar Laws of any state or any jurisdiction outside the United States, including Article 6 of the New York Commercial Code, that may otherwise be applicable with respect to the sale of any of the Contributed Assets.

Section 12.13. *Specific Performance.* Each party hereto acknowledges and agrees that the breach of this Agreement would cause irreparable damage to the other parties hereto and that no party hereto will have an adequate remedy at law. Therefore, the obligations of the parties hereto under this Agreement shall be enforceable by a decree of specific performance issued by any court of competent jurisdiction, and appropriate injunctive relief may be applied for and

granted in connection therewith. Such remedies shall, however, be cumulative and not exclusive and shall be in addition to any other remedies which any party may have under this Agreement or otherwise.

Section 12.14. *Rules of Construction.* Interpretation of the Transaction Agreements shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires; (b) references to the terms Article, Section, paragraph and Exhibit are references to the Articles, Sections, paragraphs and Exhibits to this Agreement unless otherwise specified; (c) the terms “hereof”, “herein”, “hereby”, “hereto”, and derivative or similar words refer to this entire Agreement, including the Disclosure Letters and Exhibits hereto; (d) references to “\$” shall mean U.S. dollars; (e) the word “including” and words of similar import when used in the Transaction Agreements shall mean “including without limitation,” unless otherwise specified; (f) the word “or” shall not be exclusive; (g) references to “written” or “in writing” include in electronic form; (h) the headings contained in the Transaction Agreements are for reference purposes only and shall not affect in any way the meaning or interpretation of the Transaction Agreements; (i) the parties hereto have each participated in the negotiation and drafting of the Transaction Agreements and if an ambiguity or question of interpretation should arise, the Transaction Agreements shall be construed as if drafted jointly by the parties thereto and no presumption or burden of proof shall arise favoring or burdening any party hereto by virtue of the authorship of any of the provisions in any of the Transaction Agreements; (j) a reference to any Person includes such Person’s successors and permitted assigns; (k) any reference to “days” means calendar days unless Business Days are expressly specified; (l) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded and, if the last day of such period is not a Business Day, the period shall end on the next succeeding Business Day; and (m) an item arising with respect to a specific representation or warranty shall be deemed to be “reflected on” or “set forth in” a balance sheet or financial statements, to the extent (i) there is a reserve, accrual or other similar item underlying a number on such balance sheet or financial statement that is related to the subject matter of such representation, (ii) such item is otherwise specifically set forth on the balance sheet or financial statement or (iii) such item is reflected on the balance sheet or financial statement and is specifically referred to in the notes thereto.

Section 12.15. *Counterparts.* Each of the Transaction Agreements may be executed in one or more counterparts, and by the different parties to each such agreement in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to any

Transaction Agreement by facsimile or portable document format (.pdf) shall be as effective as delivery of a manually executed counterpart of any such Agreement.

Section 12.16. *Waiver of Jury Trial.* EACH PARTY HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, ANY OTHER TRANSACTION AGREEMENTS OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER TRANSACTION AGREEMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 12.16.


Section 12.17. *Non-Recourse.* Except as provided in Section 11.01, no past, present or future director, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney or representative of any party hereto, or their respective Affiliates, shall have any liability for any obligations or liabilities of the parties hereto, as applicable, under this Agreement or the other Transaction Agreements of or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby and thereby.

Section 12.18. *Public Announcements.* No party to this Agreement or any Affiliate or Representative of such party shall issue or cause the publication of any press release or public announcement in respect of this Agreement or the transactions contemplated by this Agreement without the prior written consent of the other parties (which consent shall not be unreasonably withheld or delayed), except as may be required by Law or stock exchange rules, in which case the party required to publish such press release or public announcement shall allow the other parties a reasonable opportunity to comment on such press release or public announcement in advance of such publication, to the extent practicable.

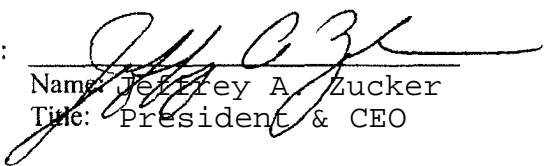
[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed on the date first written above by their respective duly authorized officers.

GENERAL ELECTRIC COMPANY

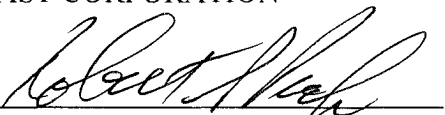
By:   
Name: JEFFREY R. IMMELT  
Title: CHAIRMAN AND CHIEF EXECUTIVE OFFICER

NBC UNIVERSAL, INC.

By:   
Name: Jeffrey A. Zucker  
Title: President & CEO



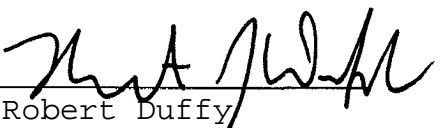
COMCAST CORPORATION

By: 

Name: Robert S. Pick

Title: Senior Vice President

NAVY, LLC

By:   
Name: Robert Duffy  
Title: President of Navy Holdings,  
Inc., the Sole Member

## **Exhibit A**

## EXHIBIT A

### DEFINITIONS

**“2008 Comcast Financial Statements”** means the combined balance sheet of the Contributed Comcast Businesses at December 31, 2008 and the related combined statements of operations for the year ended December 31, 2008.

**“2008 Contributed Comcast Businesses EBITDA”** shall have the meaning set forth in Section 6.25.

**“2008 Contributed Comcast Businesses EBITDA Adjustment Amount”** means (i) if the 2008 Contributed Comcast Businesses EBITDA is equal to or greater than 90% of the amount set forth on Section 6.25 of the Comcast Disclosure Letter, \$0; and (ii) if the 2008 Contributed Comcast Businesses EBITDA is less than 90% of the amount set forth on Section 6.25 of the Comcast Disclosure Letter, an amount equal to the product of (A) the amount set forth on Section 6.25 of the Comcast Disclosure Letter *minus* the 2008 Contributed Comcast Business EBITDA, *times* (B) 13.0.

**“30 Rock Lease”** shall have the meaning set forth in Section 6.19(f).

**“30 Rock Term Sheet”** shall have the meaning set forth in Section 6.19(f).

**“Action”** means any claim, action, suit, arbitration, or any proceeding or investigation by or before any Governmental Authority.

**“Affiliate”** means, with respect to any specified Person, any other Person that, at the time of determination, directly or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with such specified Person; *provided, however*, that for the purposes of this Agreement, (i) prior to the Closing, neither the Comcast Transferors nor the NBCU Transferors shall be deemed Affiliates of Newco and (ii) after the Closing, none of the NBCU Transferors shall be deemed Affiliates of Newco, the Contributed Comcast Subsidiaries or the NBCU Entities.

**“Affiliation Agreements”** means affiliation, distribution or similar Contracts for the distribution of video programming services with a multichannel video programming distributor for the distribution of programming services, including cable systems, SMATV, open video systems and MMDS, MDS and DBS systems, wireless and broadband, and any correspondence or writings amending the foregoing.

**“Agreement”** means this Master Agreement, dated as of the date hereof, by and among GE, NBCU, Comcast and Newco, including the Disclosure Letters, the NBCU Employee Matters Agreement and the Comcast Employee Matters Agreement and all amendments hereto and thereto made in accordance with Section 12.08.

**“Alternative Financing”** shall have the meaning set forth in Section 6.16(a).

**“Alternative Financing Agreements”** shall have the meaning set forth in Section 6.16(a).

**“Ancillary Agreements”** means the Tax Matters Agreement, the GE Transition Services Agreement, the Comcast Services Agreement, the GE Intellectual Property Cross License Agreement, the Comcast Intellectual Property Cross License Agreement, the Newco Operating Agreement, the Navy Holdco 2 Agreement, the GE Note, the Comcast Note and the Organizational Documents.

**“Assumed Comcast Contracts”** means all Contracts, other than any Employee Plans or Intellectual Property Contracts, to which Comcast or any of its Subsidiaries (except for any Contributed Comcast Subsidiary) is a party that are primarily related to the Contributed Comcast Businesses.

**“Assumed Comcast IP Licenses”** means all Intellectual Property Contracts (other than any of the Ancillary Agreements) to which Comcast or any of its Subsidiaries (other than any Contributed Comcast Subsidiary) is a party that are primarily related to the Contributed Comcast Businesses.

**“Assumed Comcast Liabilities”** shall have the meaning set forth in Section 2.03(c).

**“Assumed NBCU Contracts”** means all Contracts, other than any Employer Plans, Intellectual Property Contracts or Insurance Arrangements, to which GE or any of its Subsidiaries (other than any NBCU Entity) is a party that are primarily related to the NBCU Businesses.

**“Assumed NBCU IP Licenses”** means all Intellectual Property Contracts (other than any of the Ancillary Agreements) to which GE or any of its Subsidiaries (other than any NBCU Entity) is a party that are primarily related to the NBCU Businesses.

**“Assumed NBCU Liabilities”** shall have the meaning set forth in Section 2.02(c).

**“Automatic Transfer Legislation”** means the Acquired Rights Directive 2001/23/EC or any other applicable automatic transfer of employment legislation.

“**Broadcast TV Agreements**” shall have the meaning set forth in Section 3.14(a)(x).

“**Business**” shall have the meaning set forth in the Newco Operating Agreement.

“**Business Day**” means any day that is not a Saturday, a Sunday or other day on which commercial banks in the City of New York, New York are required or authorized by Law to be closed.

“**Closing**” shall have the meaning set forth in Section 2.06.

“**Closing Date**” shall have the meaning set forth in Section 2.06.

“**Closing Statement**” shall have the meaning set forth in Section 2.10(a).

“**Code**” means the United States Internal Revenue Code of 1986, as amended.

“**Collective Bargaining Agreements**” mean any and all agreements, memorandums of understanding, contracts, letters, side letters and contractual obligations of any kind, nature and description, oral or written, that have been entered into between or that involve or apply to any employer and any labor organization, union, employee association, agency or employee committee or plan.

“**Combined Businesses**” means the NBCU Businesses and the Contributed Comcast Businesses, collectively.

“**Comcast**” shall have the meaning set forth in the Preamble.

“**Comcast Acquisitions Amount**” shall have the meaning set forth in Section 2.06(b).

“**Comcast Assets**” means the Contributed Comcast Assets and the assets of the Contributed Comcast Subsidiaries.

“**Comcast Available Insurance Policy**” means any insurance policy maintained by Comcast or any of its Subsidiaries or Affiliates for the benefit of the Contributed Comcast Business or any Contributed Comcast Subsidiary or otherwise covering any Contributed Comcast Asset, Assumed Comcast Liability or Comcast Transferred Employee, Inactive Comcast Business Employee or Former Contributed Business Employee, in each case, that is not a Comcast Transferable Insurance Policy.

**“Comcast Cable Networks”** shall have the meaning set forth in Section 5.15(a)(xii).

**“Comcast Contributed Business Employees”** means, collectively, any current or former officer or employee of any of the Contributed Comcast Subsidiaries and any other current or former employee of any Affiliate of any Contributed Comcast Subsidiary substantially employed in the Contributed Comcast Businesses or providing services primarily in support of the Contributed Comcast Businesses, but in each case in respect of or solely to the extent relating to employment in the Contributed Comcast Business.

**“Comcast Deductible Amount”** shall have the meaning set forth in Section 11.02(b).

**“Comcast Disclosure Letter”** means the disclosure letter dated as of the date hereof delivered by Comcast to Newco and which forms a part of this Agreement.

**“Comcast Disposition Transaction”** means any sale or other disposition by Comcast or any of its Subsidiaries of any business or investment that would otherwise be within the Contributed Comcast Businesses (whether effected by sale of assets or securities or otherwise) pursuant to Section 6.01(b)(v)(ii).

**“Comcast Disposition Transaction Proceeds”** means the aggregate after-Tax proceeds net of reasonable, out-of-pocket third party fees, expenses and costs (including severance and termination costs) received by Comcast or any of its Subsidiaries with respect to Comcast Disposition Transactions entered into after the date of this Agreement.

**“Comcast Employee Agreement”** shall have the meaning set forth in the Comcast Employee Matters Agreement.

**“Comcast Employee Beneficiaries”** shall have the meaning set forth in the Comcast Employee Matters Agreement.

**“Comcast Employee Matters Agreement”** shall have the meaning set forth in Section 7.01.

**“Comcast Employee Plans”** means the Employee Plans with respect to which any of the Comcast Transferors or Contributed Comcast Subsidiaries or their respective Affiliates currently has any Liabilities with respect to any Comcast Contributed Business Employee.

**“Comcast FCC Licenses”** shall have the meaning set forth in Section 5.11(c).

**“Comcast Financial Statements”** shall have the meaning set forth in Section 5.06(a).

**“Comcast Indemnified Parties”** shall have the meaning set forth in Section 11.01(a).

**“Comcast Intellectual Property”** means the Comcast Owned Intellectual Property and the Comcast Licensed Intellectual Property.

**“Comcast Intellectual Property Cross License Agreement”** shall have the meaning set forth in Section 6.12(d).

**“Comcast IP Licenses”** means all Intellectual Property Contracts (other than any of the Ancillary Agreements) (i) which are Assumed Comcast IP Licenses, or (ii) to which any Contributed Comcast Subsidiary is a party.

**“Comcast LCs”** shall have the meaning set forth in Section 6.07(b).

**“Comcast Leased Real Property”** means the Contributed Comcast Leased Property as well as any real property that is leased by a Contributed Comcast Subsidiary.

**“Comcast Licensed Intellectual Property”** means all Intellectual Property owned by a third party and licensed or sublicensed to any of the Comcast Transferors or the Contributed Comcast Subsidiaries or for which any of the Comcast Transferors or the Contributed Comcast Subsidiaries has obtained a covenant not to be sued, in each case, under any Comcast IP License.

**“Comcast Licenses”** shall have the meaning set forth in Section 5.11(b).

**“Comcast Material Adverse Effect”** means a Material Adverse Effect on the Contributed Comcast Businesses.

**“Comcast Minority Interests”** shall have the meaning set forth in Section 5.03(b).

**“Comcast Multiemployer Plans”** means Multiemployer Plans as to which the Comcast Contributed Subsidiaries have any Liabilities by reason of contributions made with respect to Comcast Contributed Business Employees in the Comcast Contributed Businesses, but in the case of any such plan for which contributions were made with respect to employees of the Comcast Transferors or their Affiliates (other than the Comcast Subsidiaries) only to the extent of the Liabilities attributable to the Comcast Contributed Business Employees and their Comcast Employee Beneficiaries or activities of the Comcast Contributed Business.



**“Comcast Name and Comcast Marks”** means any and all trade names, trademarks, service marks, service names, trade dress, and logos (other than any Trademarks set forth, or required to be set forth, on Schedule 5.13(e)(i) of the Comcast Disclosure Letter) that are owned by Comcast or any of its Subsidiaries (other than any Contributed Comcast Subsidiary) as of the Closing Date or any derivations thereof, in each case whether alone or in combination with other words, and including all marks, trade dress, logos, monograms, domain names and other source identifiers embodying any of the foregoing; *provided, however*, that, for purposes of this Agreement, the foregoing trade names, trademarks, service marks, service names, trade dress, logos, derivations, combinations and embodiments shall be defined to include only the Trademark rights of Comcast or any of its Subsidiaries (other than any Contributed Comcast Subsidiary) to the extent, as of the Closing Date that, (i) registrations or applications for registration in the name of Comcast or any of its Subsidiaries (other than any Contributed Comcast Subsidiary) have issued or been filed or (ii) Comcast or any of its Subsidiaries (other than any Contributed Comcast Subsidiary) has common law rights therein under applicable Trademark Laws. For the avoidance of doubt, “Comcast Name and Comcast Marks” includes the Core Comcast Marks.

**“Comcast Note”** shall have the meaning set forth in Section 2.08(g).

**“Comcast/NBCU Purchase Price”** shall have the meaning set forth in Section 2.04.

**“Comcast Owned Intellectual Property”** means all Intellectual Property that is (i) Contributed Comcast Owned Intellectual Property or (ii) owned by any of the Contributed Comcast Subsidiaries.

**“Comcast Owned Real Property”** means the Contributed Comcast Owned Property as well as any real property owned by a Contributed Comcast Subsidiary.

**“Comcast Parent Plans”** means the Comcast Employee Plans which are sponsored or maintained by Comcast Transferors or their Affiliates (other than the Contributed Comcast Subsidiaries) and which do not solely cover Comcast Contributed Business Employees.

**“Comcast Personal Data”** shall have the meaning set forth in the Comcast Employee Matters Agreement.

**“Comcast Real Properties”** means, collectively, the Comcast Owned Real Property and the Comcast Leased Real Property.

**“Comcast Reference Balance Sheet”** shall have the meaning set forth in Section 5.06(a).

**“Comcast Registered IP”** means all Registered IP included in the Comcast Owned Intellectual Property.

**“Comcast Restructuring”** means the actions set forth on Section 6.14 of the Comcast Disclosure Letter.

**“Comcast Retention Agreements”** means retention agreements with Comcast Contributed Business Employees that are entered into by any Contributed Comcast Subsidiary or one of its Affiliates after the date hereof and prior to the Closing Date with the prior written consent of NBCU.

**“Comcast SEC Documents”** shall have the meaning set forth in Section 5.07.

**“Comcast Services Agreement”** shall have the meaning set forth in Section 6.12(b).

**“Comcast Subsidiary Plans”** means (i) the Comcast Employee Plans which are sponsored or maintained solely by Contributed Comcast Subsidiaries, (ii) the Comcast Employee Plans which solely cover Comcast Contributed Business Employees (including such plans established pursuant to the Comcast Employee Matters Agreement) and their Comcast Employee Beneficiaries and (iii) Comcast Multiemployer Plans.

**“Comcast Technology”** means all Technology that is (i) Contributed Comcast Technology or (ii) owned by any of the Contributed Comcast Subsidiaries.

**“Comcast Trademark License”** shall have the meaning set forth in Section 6.10(a).

**“Comcast Transferable Insurance Policies”** means all insurance policies or self-insurance programs acquired directly by and in the name of Comcast or any of its Subsidiaries or entered into by Comcast or any of its Subsidiaries or Affiliates exclusively for the benefit of the Comcast Businesses or any Contributed Comcast Subsidiary.

**“Comcast Transferors”** means, collectively, Comcast and the Subsidiaries of Comcast (other than the Contributed Comcast Subsidiaries) that, on or after the date hereof, hold any asset, property or right that is used primarily or held for use primarily in the Contributed Comcast Businesses or have any liability arising out of or relating to the Contributed Comcast Assets or the Contributed Comcast Businesses.

**“Comcast Transferred Employee”** shall have the meaning set forth in the Comcast Employee Matters Agreement.

**“Communications Act”** shall have the meaning set forth in Section 3.05.

**“Confidentiality Agreement”** shall have the meaning set forth in Section 6.04.

**“Contemplated to be used”** means that there are contemporaneous books or records, whether in hard copy or electronic or digital format (including emails, data bases, and other file formats) evidencing a specific, good faith intention of future use.

**“Contracts”** means all written or oral contracts, subcontracts, agreements, leases, licenses, commitments, sales and purchase orders, and other instruments, arrangements or understandings of any kind.

**“Contributed Assets”** means the Contributed Comcast Assets and Contributed NBCU Assets, or either of them, as the context requires.

**“Contributed Businesses”** means the Contributed Comcast Businesses and NBCU Businesses, or either of them, as the context requires.

**“Contributed Comcast Assets”** shall have the meaning set forth in Section 2.03(a).

**“Contributed Comcast Businesses”** means the businesses of Comcast and its Subsidiaries to the extent within the Scope of Business (as defined in the Newco Operating Agreement), other than the Comcast Permitted Businesses (as defined in the Newco Operating Agreement), as conducted prior to the date hereof, as of the date hereof, and as of the Closing.

**“Contributed Comcast Equity Interests”** means the limited liability company interests, stock or other equity interests of the Contributed Comcast Subsidiaries held directly by any Comcast Transferor.

**“Contributed Comcast Insurance Policies”** means the Comcast Transferable Insurance Policies that are not in the name of a Contributed Comcast Subsidiary.

**“Contributed Comcast Leased Property”** means all right, title and interest of Comcast or any of its Subsidiaries (other than any Contributed Comcast Subsidiary) in and to leased real property and other interests in real property, including under any real property lease pursuant to which any of them lease, sublease (as sub-landlord or sub-tenant), or otherwise occupy, any such leased real property, together with any leasehold improvements, fixtures and appurtenances thereto, in each case, that is used primarily or held for use primarily in the Contributed Comcast Businesses.

**“Contributed Comcast Owned Intellectual Property”** means all Intellectual Property that is owned by Comcast or any of its Subsidiaries (other than any Contributed Comcast Subsidiary) and that is used, held for use or Contemplated to be used, in each case, primarily in the Contributed Comcast Businesses.

**“Contributed Comcast Owned Property”** means all real property, together with all improvements, fixtures and appurtenances thereto and rights in respect thereof, owned by Comcast or any of its Subsidiaries (other than any Contributed Comcast Subsidiary) that is used primarily or held for use primarily in the Contributed Comcast Businesses.

**“Contributed Comcast Subsidiaries”** means the direct or indirect Subsidiaries of Comcast listed in Section 1.01 of the Comcast Disclosure Letter.

**“Contributed Comcast Technology”** means all Technology that is owned by Comcast or any of its Subsidiaries (other than any Contributed Comcast Subsidiary) and that is used, held for use or Contemplated to be used, in each case, primarily in the Contributed Comcast Businesses.

**“Contributed NBCU Assets”** shall have the meaning set forth in Section 2.02(a).

**“Contributed NBCU Leased Property”** means all right, title and interest of GE or any of its Subsidiaries (other than any NBCU Entity) in and to leased real property and other interests in real property, including under any real property lease pursuant to which any of them lease, sublease (as sub-landlord or sub-tenant), or otherwise occupy, any such leased real property, together with any leasehold improvements, fixtures and appurtenances thereto, in each case, that is used primarily or held for use primarily in the NBCU Businesses.

**“Contributed NBCU Owned Intellectual Property”** means all Intellectual Property that is owned by GE or any of its Subsidiaries (other than any NBCU Entity) and that is used, held for use or Contemplated to be used, in each case, primarily in the NBCU Businesses.

**“Contributed NBCU Owned Property”** means all real property, together with all improvements, fixtures and appurtenances thereto and rights in respect thereof, owned by GE or any of its Subsidiaries (other than any NBCU Entity) that is used primarily or held for use primarily in the NBCU Businesses.

**“Contributed NBCU Technology”** means all Technology that is owned by GE or any of its Subsidiaries (other than any NBCU Entity) and that is used, held for use or Contemplated to be used, in each case, primarily in the NBCU Businesses.

**“Control”** means, as to any Person, the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise. The terms “Controlled by”, “Controlled”, “under common Control with” and “Controlling” shall have correlative meanings.

**“Controlling Party”** shall have the meaning set forth in Section 11.04(b).

**“Core Comcast Marks”** means the following trade names, trademarks, service marks, service names and logos: “Comcast” (in block letters or otherwise), the “Comcast & Design” (concentric C) mark, “Comcast Sportsnet” and “CSN”, or any derivations of any of the foregoing, in each case whether alone or in combination with other words, and including all marks, trade dress, logos, monograms, domain names and other source identifiers embodying any of the foregoing.

**“Core GE Marks”** means the following trade names, trademarks, service marks, service names and logos: “General Electric” (in block letters or otherwise), the GE monogram, “GE Company” and “GE”, or any derivations of any of the foregoing, in each case whether alone or in combination with other words, and including all marks, trade dress, logos, monograms, domain names and other source identifiers embodying any of the foregoing.

**“D&O Indemnitees”** shall have the meaning set forth in Section 6.18(a).

**“Debt”** of any Person means (i) all indebtedness of such Person for borrowed money or for the deferred purchase price of property or services (other than trade payables and other similar obligations incurred in the ordinary course of business), (ii) all obligations of such Person which are evidenced by notes, bonds, debentures or similar instruments, (iii) all obligations of such Person that have been, or should be, in accordance with GAAP, recorded as capital leases, (iv) all obligations of such Person that have been, or should be, in accordance with GAAP, recorded as a sale-leaseback transaction or leveraged lease, (v) all obligations of such Person in respect of letters of credit or acceptances issued or created for the account of such Person, (vi) all liabilities secured by any lien granted on assets or properties of such Person, whether or not the obligations secured thereby have been assumed, and (vii) all direct or indirect guarantees (including “keep well” arrangements, support agreements and similar agreements) with respect to Indebtedness of any other Person referred to in clauses (i) through (vi); *provided* that Debt shall not include (A) trade and other ordinary course payables and accrued expenses arising in the ordinary course of business, (B) deferred compensation, pension and other post-employment benefit liabilities and (C) take or pay obligations arising in the ordinary course of business.

**“Delaware Law”** means any law of the State of Delaware, including the General Corporation Law of the State of Delaware, any other statutory, common or other law of the State of Delaware, and any judicial or administrative interpretations thereof.

**“Delivering Party”** shall have the meaning set forth in Section 6.02.

**“Designated Comcast Contract”** means (i) any Contract of the type referred to in (A) Section 5.15(a)(ii) (except that for this purpose the reference to \$12.5 million therein shall be deemed to be \$25 million), (B) Section 5.15(a)(iii)(A) (except that for this purpose the reference to \$18.75 million therein shall be deemed to be \$75 million), (C) Section 5.15(a)(iv) (except that for this purpose the reference to \$2.5 million therein shall be deemed to be \$10 million), (D) Section 5.15(a)(xii) (except that for this purpose the reference to \$2.5 million therein shall be deemed to be \$10 million), (E) Section 5.15(a)(xiii) (except that for this purpose the reference to \$2.5 million therein shall be deemed to be \$20 million) or (F) Section 5.15(a)(xv) (except that for this purpose the reference to \$25 million therein shall be deemed to be \$50 million), (ii) any “term deal” as commonly understood in the motion picture or television industry that would reasonably be expected to involve payments in excess of \$20 million in any twelve (12)-month period or \$100 million in the aggregate, (iii) any Comcast IP License not entered into in the ordinary course of business consistent with past practice, other than a Comcast IP License of the type referred to in clause (A), (B) or (C) of Section 5.15(a)(x), (iv) any Talent Contract (A) reasonably expected to involve payments in excess of \$15 million (excluding participations or other similar variable payments) in any twelve (12)-month period and having a term of five (5) years or more or (B) reasonably expected to involved payments in excess of \$20 million (excluding participations or other similar variable payments) in any twelve (12)-month period and (v) any Contract between the Contributed Comcast Businesses and any third party to produce or Exploit Programs or any other audio, visual or audiovisual works that would reasonably be expected to involve payments by the Contributed Comcast Businesses in excess of \$250 million (excluding participations or other similar variable payments).

**“Designated Comcast Representations”** means the representations and warranties of Comcast set forth in Section 5.06, Section 5.08(a)(ii), the first sentence of Section 5.11(b), Section 5.12(c), Section 5.13(h), Section 5.14(b), Section 5.15(a)(iii)(B), Section 5.15(a)(x), the first sentence of Section 5.16(a), Section 5.17(a) and Section 5.21(b).

**“Designated NBCU Contract”** means (i) any Contract of the type referred to in (A) Section 3.14(a)(ii), (B) Section 3.14(a)(iii)(A), (C) Section 3.14(a)(iv), (D) Section 3.14(a)(xiii), (E) Section 3.14(a)(xiv) (except that for this purpose the reference to \$2.5 million therein shall be deemed to be \$20 million) or (F) Section 3.14(a)(xvi), (ii) any “term deal” as commonly understood in the

motion picture or television industry that would reasonably be expected to involve payments in excess of \$20 million in any twelve (12)-month period or \$100 million in the aggregate, (iii) any NBCU IP License not entered into in the ordinary course of business consistent with past practice, other than a NBCU IP License of the type referred to in clause (A), (B) or (C) of Section 3.14(a)(xi), (iv) any Talent Contract (A) reasonably expected to involve payments in excess of \$15 million (excluding participations or other similar variable payments) in any twelve (12)-month period and having a term of five (5) years or more or (B) reasonably expected to involve payments in excess of \$20 million (excluding participations or other similar variable payments) in an twelve (12)-month period and (v) any Contract between the NBCU Businesses and any third party to produce or Exploit Programs or any other audio, visual or audiovisual works that would reasonably be expected to involve payments by the NBCU Businesses in excess of \$500 million (excluding participations or other similar variable payments).

**“Designated NBCU Representations”** means the representations and warranties of NBCU set forth in Section 3.06, Section 3.07(a)(ii), the first sentence of Section 3.10(c), Section 3.11(c), Section 3.12(h), Section 3.13(b), Section 3.14(a)(iii)(B), Section 3.14(a)(xi), the first sentence of Section 3.15(a), Section 3.16(a) and Section 3.19(b).

**“Development Agreement”** shall mean that certain Development Services Agreement with Thomas Properties Group regarding the NBCU Owned Real Property located in Universal City, California.

**“Disclosure Letters”** means the GE Disclosure Letter, NBCU Disclosure Letter and Comcast Disclosure Letter.

**“Dispute”** shall have the meaning set forth in Section 12.10.

**“Disputed Item”** shall have the meaning set forth in Section 2.10(b)

**“EBITDA”** shall have the meaning set forth on Section 1.01 of the Comcast Disclosure Letter.

**“Employee Plans”** means (i) all employee benefit plans (within the meaning of Section 3(3) of ERISA), (ii) all retirement, welfare benefit, stock option, stock purchase, stock award or other equity-based compensation, bonus, incentive compensation, change in control, deferred compensation, life insurance, termination, severance, retention, salary continuation, section 125 flexible benefit, educational assistance, service award, employee tax gross up, vacation and other employee benefit plans, programs or agreements and (iii) all employment and similar agreements, in each case other than governmental plans and arrangements.

**“End Date”** shall have the meaning set forth in Section 10.01(d).

**“Environmental Law”** means any Law in effect on or prior to the Closing Date relating to human health and safety, pollution or protection of the environment, including the use, generation, handling, transportation, treatment, storage, disposal, release or discharge of, or exposure to, any Hazardous Material.

**“Environmental Permit”** means any permit, approval, identification number, license or other authorization required under any applicable Environmental Law in effect on or prior to the Closing Date and necessary for or used in connection with the operation of the applicable Contributed Businesses.

**“ERISA”** means the Employee Retirement Income Security Act of 1974, as amended from time to time, and the applicable regulations promulgated thereunder then in effect.

**“Estimated Combined EBITDA”** means the sum of the Estimated NBCU EBITDA and the Estimated Comcast EBITDA.

**“Estimated Comcast EBITDA”** shall have the meaning set forth in Section 2.06(b).

**“Estimated NBCU EBITDA”** shall have the meaning set forth in Section 2.06(b).

**“Estimated NBCU Interim Free Cash Flow”** shall have the meaning set forth in Section 2.06(b).

**“Exchange Act”** means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

**“Excluded Comcast Assets”** shall have the meaning set forth in Section 2.03(b).

**“Excluded Comcast Intellectual Property”** means (i) all Intellectual Property that is (A) owned by, or licensed by a third party to, Comcast or any of its Subsidiaries (other than any Contributed Comcast Subsidiary), (B) used, held for use or Contemplated to be used by Comcast or any of its Subsidiaries (other than any Contributed Comcast Subsidiary), and (C) not used, held for use or Contemplated to be used, in each case, primarily in the Contributed Comcast Businesses, and (ii) the Intellectual Property set forth in Section 1.01 of the Comcast Disclosure Letter. For the avoidance of doubt, “Excluded Comcast Intellectual Property” (x) includes the Comcast Name and the Comcast Marks and (y) does not include any and all Intellectual Property set forth, or required to be set forth, on Section 5.13(e)(i) of the Comcast Disclosure Letter.



**“Excluded Comcast Liabilities”** shall have the meaning set forth in Section 2.03(d).

**“Excluded Comcast Technology”** means (i) all Technology that is (A) owned by, or licensed by a third party to, Comcast or any of its Subsidiaries (other than any Contributed Comcast Subsidiary), (B) used, held for use or Contemplated to be used by Comcast or any of its Subsidiaries (other than any Contributed Comcast Subsidiary) and (C) not used, held for use or Contemplated to be used, in each case, primarily in the Contributed Comcast Businesses, and (ii) the Technology set forth in Section 1.01 of the Comcast Disclosure Letter.

**“Excluded NBCU Assets”** shall have the meaning set forth in Section 2.02(b).

**“Excluded NBCU Liabilities”** shall have the meaning set forth in Section 2.02(d).

**“Existing Lease”** shall have the meaning set forth in Section 6.19(f).

**“Exploit”** means to cause Exploitation.

**“Exploitation”** means the release, exhibition, performance, projection, broadcast, telecast, transmission, promotion, publicizing, advertisement, rental, lease, licensing, sublicensing, sale, transfer, disposing of, distribution, subdistribution, commercializing, merchandising, production, marketing, use, exercise, trading in, turning to account, dealing with and in and otherwise exploiting any asset or portions thereof, or any rights therein or relating thereto, including the right to develop, produce and distribute subsequent productions based thereon.

**“Exploitation Agreements”** means Contracts pursuant to which any Person has acquired, established, developed or granted any rights to Exploit any portion of the applicable Library or any of such Library’s components.

**“Factoring Agreement”** shall have the meaning set forth in Section 6.20(a).

**“FCC”** shall have the meaning set forth in Section 3.05.

**“FCC Licenses”** means permits, licenses, permissions, franchises, and amendments thereto, issued by a Governmental Authority pursuant to the Communications Act.

**“FCC Order”** means an order adopted, and the full text thereof released, by the FCC granting its consent to the transfer of control or assignment of the

NBCU Licenses and the Comcast Licenses, pursuant to appropriate applications filed by the parties hereto with the FCC as contemplated by this Agreement.

**“Financing Costs”** shall have the meaning set forth in Section 12.02.

**“Former Contributed Business Employees”** shall have the meaning set forth in the Comcast Employee Matters Agreement.

**“Former NBCU Business Employees”** shall have the meaning set forth in the NBCU Employee Matters Agreement.

**“GE”** shall have the meaning set forth in the Preamble.

**“GE Auto Liability Insurance Program”** means the compulsory auto liability insurance program of the GE Entities, as the same may be amended, modified, terminated, renewed, waived or otherwise altered from time to time, subject in each case to the restrictions set forth in Section 6.06(b)(ii).

**“GE Disclosure Letter”** means the disclosure letter dated as of the date hereof delivered by GE to Newco and which forms a part of this Agreement.

**“GE Entity”** shall mean GE or any of its Affiliates or Subsidiaries (in each case, excluding for this purpose Newco and Subsidiaries of Newco).

**“GE GL Insurance Program”** means the general liability insurance program of the GE Entities, as the same may be amended, modified, terminated, renewed, waived or otherwise altered from time to time, subject in each case to the restrictions set forth in Section 6.06(b)(ii).

**“GE Indemnified Parties”** shall have the meaning set forth in Section 11.02(a).

**“GE Intellectual Property”** means (i) all Intellectual Property that is (A) owned by, or licensed by a third party to, GE or any of its Subsidiaries (other than any NBCU Entity), (B) used, held for use or Contemplated to be used by GE or any of its Subsidiaries (other than any NBCU Entity), and (C) not used, held for use or Contemplated to be used, in each case, primarily in the NBCU Businesses, and (ii) the Intellectual Property set forth in Section 1.01 of the NBCU Disclosure Letter. For the avoidance of doubt, “GE Intellectual Property” (x) includes the GE Name and the GE Marks and (y) does not include any and all Intellectual Property set forth, or required to be set forth, on Section 3.12(e)(i) of the NBCU Disclosure Letter.

**“GE Intellectual Property Cross License Agreement”** shall have the meaning set forth in Section 6.12(c).

“**GE LCs**” shall have the meaning set forth in Section 6.07(a).

“**GE Name and GE Marks**” means any and all trade names, trademarks, service marks, service names, trade dress, and logos (other than any Trademarks set forth, or required to be set forth, on Schedule 3.12(e)(i) of the NBCU Disclosure Letter) that are owned by GE or any of its Subsidiaries (other than any NBCU Entity) as of the Closing Date or any derivations thereof, in each case whether alone or in combination with other words, and including all marks, trade dress, logos, monograms, domain names and other source identifiers embodying any of the foregoing; *provided, however*, that, for purposes of this Agreement, the foregoing trade names, trademarks, service marks, service names, trade dress, logos, derivations, combinations and embodiments shall be defined to include only the Trademark rights of GE or any of its Subsidiaries (other than any NBCU Entity) to the extent, as of the Closing Date that, (i) registrations or applications for registration in the name of GE or any of its Subsidiaries (other than any NBCU) have issued or been filed or (ii) GE or any of its Subsidiaries (other than any NBCU Entity) has common law rights therein under applicable Trademark Laws. For the avoidance of doubt, “GE Name and GE Marks” includes the Core GE Marks.

“**GE Note**” shall have the meaning set forth in Section 2.06(c).

“**GE Technology**” means (i) all Technology that is (A) owned by, or licensed by a third party to, GE or any of its Subsidiaries (other than any NBCU Entity), (B) used, held for use or Contemplated to be used by GE or any of its Subsidiaries (other than any NBCU Entity), and (C) not used, held for use or Contemplated to be used, in each case, primarily in the NBCU Businesses, and (ii) the Technology set forth in Section 1.01 of the NBCU Disclosure Letter.

“**GE Transition Services Agreement**” shall have the meaning set forth in Section 6.12(a).

“**GE WC Insurance Program**” means the workers’ compensation, domestic or international employers’ liability insurance policies and/or comparable workers’ compensation self-insurance, state or country programs of the GE Entities, in each case, as the same may be amended, modified, terminated, renewed, waived or otherwise altered from time to time, subject in each case to the restrictions set forth in Section 6.06(b)(ii).

“**Governmental Approval**” means the FCC Order and any other authorizations, consents, waivers, orders constituting approvals and other approvals of any Governmental Authority including the expiration of any applicable waiting periods associated therewith.

**“Governmental Authority”** means any transnational, domestic or foreign federal, state or local government, political subdivision, governmental, regulatory or administrative authority, instrumentality, agency, body or commission, self-regulatory organization or any court, tribunal, or judicial or arbitral body.

**“Governmental Order”** means any order (other than an order constituting an approval), writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

**“Hazardous Materials”** means (i) petroleum, petroleum products, by-products or breakdown products, radioactive materials, asbestos containing materials or polychlorinated biphenyls, (ii) any pollutant or contaminant or (iii) any chemical or any toxic, radioactive, ignitable, corrosive, reactive or otherwise hazardous waste, material or substance, in each case, that is regulated under any Law promulgated by any applicable Governmental Authority with jurisdiction over the environment.

**“HSR Act”** means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations under such Act.

**“Inactive Comcast Business Employees”** shall have the meaning set forth in the Comcast Employee Matters Agreement.

**“Indemnified Party”** shall have the meaning set forth in Section 11.04(a).

**“Indemnifying Party”** shall have the meaning set forth in Section 11.04(a).

**“Insurance Arrangements”** means all policies of or agreements for insurance and interests in insurance pools and programs.

**“Intellectual Property”** means all intellectual property rights arising under the Laws of the United States or of any other jurisdiction, including: (i) patents, patent applications (including patents issued thereon) and statutory invention registrations, including reissues, divisions, continuations, continuations in part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (collectively, **“Patents”**), (ii) trademarks, service marks, trade names, service names, trade dress, logos, monograms, domain names, domain name locators, and other identifiers of source, including all goodwill associated therewith, and any and all common law rights, and registrations and applications for registration thereof, all rights therein provided by international treaties or conventions, and all reissues, extensions and renewals of any of the foregoing (collectively, **“Trademarks”**), (iii) all rights in any original works of authorship and/or any part thereof that are within the scope of any applicable copyright Law, including all rights of authorship, use, publication,

reproduction, distribution, performance, moral rights, and rights of ownership of copyrightable works, and all rights to register and to obtain renewals, extensions, revivals and resuscitations of any such copyright registrations (collectively, “**Copyrights**”), (iv) trade secret and confidential and proprietary information, including trade secrets, confidential processes, compositions, formulas, customer information, operational data, processing quality control procedures, research and development studies, engineering information, invention reports, laboratory notebooks, technical reports, research and development archives, pricing information and know-how (collectively, “**Trade Secrets**”), (v) database and design rights, and (vi) intellectual property rights arising from or in respect of Technology.

“**Intellectual Property Contracts**” means any and all Contracts relating to Intellectual Property pursuant to which rights in Intellectual Property are in any manner transferred, conveyed, granted, licensed, restricted or waived, including Exploitation Agreements.

“**IPO Costs**” shall have the meaning set forth in Section 12.02.

“**IRS**” means the U.S. Internal Revenue Service.

“**Knowledge of Comcast**” means the actual knowledge of the Persons listed on Section 1.01 of the Comcast Disclosure Letter after reasonable inquiry.

“**Knowledge of NBCU**” means the actual knowledge of the Persons listed on Section 1.01 of the NBCU Disclosure Letter after reasonable inquiry.

“**Law**” means any transnational, domestic or foreign federal, state, local statute, law, ordinance, regulation, rule, code, order or other requirement or rule of law, including the common law.

“**Liabilities**” means any Debt, liability, claim, demand, expense, commitment or obligation (whether direct or indirect, absolute or contingent, known or unknown, determined or determinable, accrued or unaccrued, liquidated or unliquidated, or due or to become due) of every kind and description and including all costs and expenses related thereto.

“**Library**” means, collectively, all Library Rights and all Library Tangible Assets owned by or licensed to (i) the NBCU Transferors or the NBCU Entities or (ii) Comcast Transferors or the Contributed Comcast Subsidiaries, as applicable.

“**Library Literary Properties**” means all literary, dramatic or other works, screenplays, stories, adaptations, scripts, treatments, formats, bibles, manuscripts, outlines, scenarios, characters, concepts, titles, and any and all other literary or dramatic materials of any kind with respect to the Programs and any

rights therein in all media now or hereafter devised, including any remake, reissue, sequel, prequel, series, character, legitimate stage, merchandising and other derivative, compilation and ancillary rights of every kind, whether now known or hereafter recognized.

**“Library Pictures”** means any and all completed audio, visual and/or audiovisual works to which any (i) NBCU Transferor or any NBCU Entity or (ii) any Comcast Transferor or any Contributed Comcast Subsidiary, as applicable, has rights, including any motion pictures, films, movies-of-the-week, television programs, series, mini-series, pilots, specials, documentaries, cartoons, compilations, promotional films, trailers and shorts and any other programs or audio-visual works, whether animated, live action or both, produced for Exploitation in any form or any medium, whether now known or hereafter developed (including theatrical, videocassette, videodisc and other home video, network, free, cable, pay, satellite, syndication, and/or any other television medium, pay-per-view, video-on-demand, near-video-on-demand, subscription on-demand, subscription video-on-demand, Internet and other new media), either within or outside the U.S., in each case whether recorded on film, videotape, cassette, cartridge, disc or on or by any other means, method, process or device, whether now known or hereafter developed. Notwithstanding the foregoing, “Library Pictures” shall only include those works for which the Intellectual Property contained therein would otherwise constitute NBCU Intellectual Property or Comcast Intellectual Property, as applicable.

**“Library Rights”** means, collectively, all Programs, Music Rights, Library Literary Properties and Library Underlying Agreements, including all rights of Copyright contained therein or derived therefrom, of (i) the NBCU Transferors or the NBCU Entities, or (ii) the Comcast Transferors or the Contributed Comcast Subsidiaries, as applicable, and as the context requires.

**“Library Tangible Assets”** means all physical properties of, or relating to, any Program, including prints, negatives, duplicating negatives, fine grains, music and sound effects tracks, master tapes and other duplicating materials of any kind, all various language dubbed and titled versions, prints and negatives of stills, trailers and television spots, all promotions and other advertising, marketing and publicity materials, stock footage, trims, tabs, outtakes, cells, drawings, storyboards, models, sculptures, puppets, sketches, and continuities, including any of the foregoing in the possession, custody or control of (i) the NBCU Transferors, or the NBCU Entities (as to Programs of the NBCU Transferors, or the NBCU Entities) or (ii) the Comcast Transferors, or the Contributed Comcast Subsidiaries (as to Programs of the Comcast Transferors, or the Contributed Comcast Subsidiaries), or in the possession of their respective assigns or any film laboratories, storage facilities or other Persons.

**“Library Underlying Agreements”** means all Contracts with writers, directors, producers, performers, actors, artists, musicians, animators, voice talent, cinematographers, camera persons or any other parties relating to the development, preparation or production of any of the Programs, Library Literary Properties or Music Rights, pursuant to which (i) the NBCU Transferors or the NBCU Entities or (ii) the Comcast Transferors, or the Contributed Comcast Subsidiaries, as applicable, has or acquires any rights in or obligations relating to the Library or any element thereof.

**“Lien”** means any mortgage, deed of trust, pledge, hypothecation, security interest, encumbrance, claim, lien or charge of any kind.

**“Lockbox Account”** shall have the meaning set forth in Section 6.15.

**“Losses”** means all losses, damages, costs, expenses, liabilities, obligations and claims of any kind (including any Action brought by any Governmental Authority or other Person and including reasonable costs of investigation and attorneys’ fees).

**“Material Adverse Effect”** means (x) with respect to a Person, a material adverse effect on the business, assets, financial condition or operations of such Person and its Subsidiaries, taken as a whole, or (y) with respect to a Contributed Business, a material adverse effect on such Contributed Business or the business, assets, financial condition or operations of such Contributed Business, taken as a whole; *provided, however*, that, in the case of clause (x) or (y), any adverse effect to the extent arising out of, resulting from or attributable to (a) an event or series of events or circumstances affecting (i) the United States or global economy generally or capital or financial markets generally, including changes in interest or exchange rates, (ii) political conditions generally of the United States or any other country or jurisdiction in which the Contributed Business operates or (iii) any of the industries generally in which the Contributed Business operates (including labor strikes, work stoppages or walkouts or other labor disputes, declines in ratings or declines in costs-per-thousand), (b) the announcement or pendency of transactions contemplated by the Transaction Agreements, (c) any changes in applicable Law or U.S. GAAP or the enforcement or interpretation thereof, (d) actions taken with the specific consent of the other parties hereto after the date of this Agreement, (e) any acts of God, (f) any hostilities, acts of war, sabotage, terrorism or military actions, or any escalation or worsening of any such hostilities, act of war, sabotage, terrorism or military actions (except, with respect to the foregoing clauses (a), (c), (e) and (f), to the extent such event or series of events, circumstances, changes, acts or occurrences have a materially disproportionate effect on the applicable Contributed Business relative to other industry participants), or (g) any failure to meet internal or published projections, estimates or forecasts of revenues, earnings, or other measures of financial or operating performance for any period (*provided* that the underlying causes of such

failures (subject to the other provisions of this definition) shall not be excluded), shall not constitute or be deemed to contribute to a Material Adverse Effect, and otherwise shall not be taken into account in determining whether a Material Adverse Effect has occurred or would be reasonably likely to occur.

**“Material Impact”** shall have the meaning set forth in Section 6.05(a).

**“Material NBCU Entities”** shall have the meaning set forth in Section 3.02(b).

**“MFN”** means a provision of an Affiliation Agreement or an Exploitation Agreement (the **“Subject Agreement”**) which provides that if one or more Persons not a party to the Subject Agreement are party to an Affiliation Agreement or an Exploitation Agreement, respectively, under which such Person or Persons have any other more favorable terms than are contained in such Subject Agreement, then one or more terms of such Subject Agreement will be replaced or modified or other consideration will be provided to reflect the more favorable terms in such Affiliation Agreement or Exploitation Agreement.

**“Multiemployer Plan”** means (i) with respect to employees in the United States, an employee benefit plan described in Section 3(37), 3(40) or 4063 of ERISA, (ii) with respect to employees in Canada, a defined benefit pension plan to which more than one unrelated employer participates and as defined under the provisions of applicable Canadian, federal or provincial pension standards legislation; or (iii) with respect to employees not in the United States or Canada, a defined benefit pension plan to which at least two employers which are not under common control (as determined consistent with Section 414(b) and (c) of the Code) and are not Affiliates are required to contribute with respect to its employees, in each case other than any governmental plan or arrangement.

**“Music Rights”** means music synchronization, performance, master, mechanical, publication, videogram and other music rights to which (i) the NBCU Transferors or the NBCU Entities or (ii) the Comcast Transferors or the Contributed Comcast Subsidiaries, as applicable has rights and which are contained in any Program.

**“Navy Holdco 1”** shall have the meaning set forth in the Recitals.

**“Navy Holdco 2”** shall have the meaning set forth in the Recitals.

**“Navy Holdco 2 Agreement”** shall have the meaning set forth in Section 6.17.

**“NBCU”** shall have the meaning set forth in the Preamble.



“**NBCU Assets**” means the Contributed NBCU Assets and the assets of the NBCU Entities.

“**NBCU Business Employee**” shall have the meaning set forth in the NBCU Employee Matters Agreement.

“**NBCU Businesses**” means the businesses of the NBCU Entities as conducted prior to the date hereof, as of the date hereof, and as of the Closing.

“**NBCU Conversion**” shall have the meaning set forth in Section 2.07(a).

“**NBCU Conversion Effective Time**” shall have the meaning set forth in Section 2.07(a).

“**NBCU Deductible Amount**” shall have the meaning set forth in Section 11.01(b).

“**NBCU Disclosure Letter**” means the disclosure letter dated as of the date hereof delivered by NBCU to Newco and which forms a part of this Agreement.

“**NBCU Dividend**” shall have the meaning set forth in Section 2.06(c).

“**NBCU Employee Agreement**” shall have the meaning set forth in the NBCU Employee Matters Agreement.

“**NBCU Employee Beneficiaries**” shall have the meaning set forth in the NBCU Employee Matters Agreement.

“**NBCU Employee Matters Agreement**” shall have the meaning set forth in Section 7.01.

“**NBCU Employee Plans**” means the Employee Plans with respect to which any of the NBCU Transferors, the NBCU Entities or their respective Affiliates currently has any obligation or liability, contingent or otherwise, with respect to any NBCU Employee.

“**NBCU Employees**” means, collectively, (i) any current or former officer or employee of any of the NBCU Entities and (ii) any current or former employee of any Affiliate of any of the NBCU Entities substantially employed in the NBCU Businesses or providing services primarily in support of the NBCU Businesses, but in each case in respect of or solely to the extent relating to employment in the NBCU Businesses.

“**NBCU Entities**” means NBCU and all of the direct or indirect Subsidiaries of NBCU.

**“NBCU Excluded Insurance Policies”** means those insurance policies or self-insurance programs listed on Section 1.01 of the NBCU Disclosure Letter.

**“NBCU Exclusive Insurance Policies”** means all insurance policies or self-insurance programs acquired directly and exclusively by and in the name of the NBCU Entities or entered into by any GE Entity exclusively for the benefit of the NBCU Businesses or any NBCU Entity, other than a NBCU Excluded Insurance Policy.

**“NBCU FCC Licenses”** shall have the meaning set forth in Section 3.10(c).

**“NBCU Financial Statements”** shall have the meaning set forth in Section 3.06(a).

**“NBCU Financing”** shall have the meaning set forth in Section 3.23.

**“NBCU Financing Agreements”** shall have the meaning set forth in Section 6.16(a).

**“NBCU Financing Commitment Letter”** shall have the meaning set forth in Section 3.23.

**“NBCU Intellectual Property”** means the NBCU Owned Intellectual Property and the NBCU Licensed Intellectual Property. For the avoidance of doubt, “NBCU Intellectual Property” shall not include any Intellectual Property of GE and its Subsidiaries (other than any NBCU Entity) used, held for use or Contemplated to be used by the NBCU Entities solely as part of services provided by GE and its Subsidiaries (other than any NBCU Entity) to (i) the NBCU Entities as well as (ii) other Subsidiaries of GE (other than any NBCU Entity) and/or third parties.

**“NBCU Interim Free Cash Flow”** shall have the meaning set forth in Section 1.01 of the NBCU Disclosure Letter.

**“NBCU IP Licenses”** means all Intellectual Property Contracts (other than any of the Ancillary Agreements) (i) which are Assumed NBCU IP Licenses, or (ii) to which any NBCU Entity is a party.

**“NBCU Leased Real Property”** means the Contributed NBCU Leased Property as well as any real property that is leased by a NBCU Entity.

**“NBCU Licensed Intellectual Property”** means all Intellectual Property owned by a third party and licensed or sublicensed to any of the NBCU Transferors or the NBCU Entities or for which any of the NBCU Transferors or

the NBCU Entities has obtained a covenant not to be sued, in each case, under any NBCU IP License.

**“NBCU Licenses”** shall have the meaning set forth in Section 3.10(b).

**“NBCU Material Adverse Effect”** means a Material Adverse Effect on the NBCU Businesses.

**“NBCU Minority Interests”** shall have the meaning set forth in Section 3.03(b).

**“NBCU Multiemployer Plans”** means any Multiemployer Plans as to which the NBCU Contributed Subsidiaries have any Liabilities by reason of contributions made with respect to NBCU Employees but in the case of any such plan for which contributions were made with respect to employees of the NBCU Transferors or their Affiliates (other than the NBCU Entities) only to the extent of the Liabilities attributable to the NBCU Employees and their NBCU Employee Beneficiaries or activities of the NBCU Businesses.

**“NBCU Owned Intellectual Property”** means all Intellectual Property that is (i) Contributed NBCU Owned Intellectual Property or (ii) owned by any of the NBCU Entities.

**“NBCU Owned Real Property”** means the Contributed NBCU Owned Property as well as any real property owned by a NBCU Entity.

**“NBCU Parent Plans”** means the NBCU Employee Plans which are sponsored or maintained by the NBCU Transferors or their Affiliates (other than the NBCU Entities) and which do not solely cover NBCU Employees.

**“NBCU Real Properties”** means, collectively, the NBCU Owned Real Property and the NBCU Leased Real Property.

**“NBCU Reference Balance Sheet”** shall have the meaning set forth in Section 3.06(a).

**“NBCU Registered IP”** means all Registered IP included in the NBCU Owned Intellectual Property.

**“NBCU Related Insurance Policies”** means all insurance policies maintained by any GE Entity for the benefit of any the NBCU Businesses or any NBCU Entity or otherwise covering any Contributed NBCU Asset, Assumed NBCU Liability, NBCU Business Employee or Former NBCU Business Employee, in each case, that is not a NBCU Transferred Insurance Policy.

**“NBCU Restructuring”** means the actions set forth on Section 6.14 of the NBCU Disclosure Letter.

**“NBCU Retention Agreements”** means retention agreements with NBCU Employees that are entered into by any NBCU Entity or one of its Affiliates after the date hereof and prior to the Closing Date with the prior written consent of Comcast.

**“NBCU Shares”** means, prior to the NBCU Conversion, all of the outstanding shares of capital stock of NBCU and, following the NBCU Conversion, all of the outstanding membership interests in NBCU.

**“NBCU Subsidiary Plans”** means (i) the NBCU Employee Plans which are sponsored or maintained solely by NBCU Entities, (ii) the NBCU Employee Plans which solely cover NBCU Employees and their NBCU Employee Beneficiaries, and (iii) NBCU Multiemployer Plans.

**“NBCU Technology”** means all Technology that is (i) Contributed NBCU Technology or (ii) owned by any of the NBCU Entities. For the avoidance of doubt, “NBCU Technology” shall not include any Technology of GE and its Subsidiaries (other than any NBCU Entity) used, held for use or Contemplated to be used by the NBCU Entities solely as part of services provided by GE and its Subsidiaries (other than any NBCU Entity) to (i) the NBCU Entities as well as (ii) other Subsidiaries of GE (other than any NBCU Entity) and/or third parties.

**“NBCU Transferred Insurance Policy”** means (i) any NBCU Exclusive Insurance Policy acquired and held directly and exclusively by and in the name of any NBCU Entity and (ii) any NBCU Exclusive Insurance Policy that is transferred prior to the Closing Date directly and exclusively to and in the name of any NBCU Entity pursuant to Section 6.06(d).

**“NBCU Transferors”** means, collectively, GE and the Subsidiaries of GE (other than the NBCU Entities) that, on or after the date hereof, hold any asset, property or right that is used primarily or held for use primarily in the NBCU Businesses or have any Liability arising out of or relating to the Contributed NBCU Assets or the NBCU Business.

**“Neutral Accountant”** shall have the meaning set forth in Section 2.10(c).

**“Newco”** shall have the meaning set forth in the Preamble.

**“Newco Group”** shall have the meaning set forth in the NBCU Employee Matters Agreement.

**“Newco Indemnified Parties”** shall have the meaning set forth in Section 11.01(a).

**“Newco Membership Interests”** shall have the meaning set forth in the Recitals.

**“Newco Operating Agreement”** shall have the meaning set forth in Section 6.12(e).

**“Organizational Documents”** shall have the meaning set forth in Section 6.23.

**“Permitted Liens”** means the following Liens: (i) Liens for Taxes, assessments or other governmental charges or levies that are not yet due or payable or that are being contested in good faith by appropriate proceedings or that may thereafter be paid without penalty; (ii) statutory Liens of landlords; (iii) Liens of carriers, warehousemen, mechanics, materialmen, workmen, repairmen incurred in the ordinary course of business and on a basis consistent with past practice that are not yet due and payable; (iv) Liens incurred or deposits made in the ordinary course of business and on a basis consistent with past practice in connection with workers’ compensation, unemployment insurance or other types of social security; (v) defects or imperfections of title, easements, covenants, rights-of-way, restrictions and other similar charges or encumbrances, provided, in each case, that such Liens do not materially interfere with the ordinary conduct of business or the use of the property they encumber or materially detract from the value of the property they encumber; (vi) Liens not created by GE, NBCU or Comcast or the NBCU Entities or Contributed Comcast Subsidiaries that encumber the underlying fee interest of any NBCU Leased Real Property or Comcast Leased Real Property or encumber real property for which any of the NBCU Transferors, NBCU Entities, Comcast Transferors or Contributed Comcast Subsidiaries has easement rights, subordination or similar agreements relating thereto; (vii) zoning, building and other generally applicable land use restrictions; (viii) Liens incurred in the ordinary course of business and on a basis consistent with past practice securing obligations or liabilities that are not material to the NBCU Assets or Comcast Assets, respectively; (ix) in the case of Intellectual Property and Technology, (A) non-exclusive licenses, options to license or covenants not to assert claims of infringement, misappropriation or other violation, and (B) exclusive licenses, options to license or covenants not to assert that are (x) not material or (y) entered into after the date of this Agreement (but only to the extent that entering into such exclusive arrangement would not be in violation of Section 6.01(a) or Section 6.01(b), as applicable, excluding Section 6.01(a)(i) or Section 6.01(b)(i), as applicable), in each case granted by the NBCU Transferors, NBCU Entities, Comcast Transferors or Contributed Comcast Subsidiaries or any of their respective Subsidiaries to third parties; (x) in the case of the Library, Exploitation Agreements entered into in the ordinary course of business, and (xi) Liens arising under or in connection with the NBCU Financing or Alternate Financing, as applicable.

**“Person”** means any natural person, joint venture, general or limited partnership, corporation, limited liability company, limited liability partnership, firm, association or organization or other legal entity.

**“Preliminary Initial Strategic Plan”** shall have the meaning set forth in Section 6.27(b).

**“Program”** or **“Programs”** means any and all Library Pictures, Works in Progress and Unproduced Properties of (i) the NBCU Transferors and the NBCU Entities or (ii) the Comcast Transferors and the Contributed Comcast Subsidiaries, as applicable, and as the context requires.

**“Registered IP”** means patents, patent applications, registered trademarks, registered service marks, domain name registrations, copyright registrations, applications for the registration of trademarks, and applications for the registration of copyrights.

**“Related Party Comcast Contract”** means any Contract relating to the Contributed Comcast Businesses with respect to which (i) any Comcast Transferor or any Affiliate of a Comcast Transferor, other than the Contributed Comcast Subsidiaries, on the one hand, and (ii) any other Comcast Transferor or Contributed Comcast Subsidiary, on the other hand, are party or otherwise bound.

**“Related Party NBCU Contract”** means any Contract relating to the NBCU Businesses with respect to which (i) any NBCU Transferor, Vivendi or any of their respective Affiliates, other than the NBCU Entities, on the one hand, and (ii) any other NBCU Transferor or NBCU Entity, on the other hand, are party or otherwise bound, excluding any Contracts to which Vivendi or any of its Affiliates is a party and which are on arm’s length terms.

**“Relevant Transaction”** shall have the meaning set forth in Section 6.22(c).

**“Relevant Transaction Debt”** means any Debt (other than capital lease obligations) of an acquired business that is acquired or assumed by Comcast or any of its Subsidiaries (other than any Subsidiary of Comcast that is not, directly or indirectly, wholly owned by Comcast) in an acquisition that is a Relevant Transaction, but excludes any Debt incurred to finance such Relevant Transaction.

**“Repatriation Notes”** means the Repatriation Notes as defined in Section 6.14 of the NBCU Disclosure Letter and issued in accordance therewith.

**“Representative”** of a Person means the directors, officers, employees, advisors, agents, consultants, attorneys, accountants, investment bankers or other representatives of such Person.

**“Requesting Party”** shall have the meaning set forth in Section 6.02.

**“SAS”** shall have the meaning set forth in Section 6.16(b).

**“Securities Act”** means the U. S. Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

**“Significant Comcast Contracts”** shall have the meaning set forth in Section 5.15(a).

**“Significant NBCU Contracts”** shall have the meaning set forth in Section 3.14(a).

**“Software”** means any and all (i) computer programs, including any and all software implementation of algorithms, models and methodologies, whether in source code, object code, human readable form or other form, (ii) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise, (iii) descriptions, flow charts and other work products used to design, plan, organize and develop any of the foregoing, screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons, and (iv) all documentation including user manuals and other training documentation relating to any of the foregoing.

**“Stations”** shall have the meaning set forth in Section 3.10(d).

**“Subsidiary”** of any specified Person means (x) any other Person of which such first Person owns (either directly or through one or more other Subsidiaries) a majority of the outstanding Equity Securities or securities carrying a majority of the voting power in the election of the board of directors or other governing body of such Person and with respect to which entity such first Person is not otherwise prohibited contractually or by other legally binding authority from exercising Control or (y) any other Person with respect to which such first Person acts as the sole general partner, manager, managing member or trustee (or Persons performing similar functions).

**“Talent Contracts”** means employment, consulting or other similar Contracts with writers, producers, directors, creators, show runners, actors or other talent.

**“Target Combined EBITDA”** means the sum of the Target Comcast EBITDA and the Target NBCU EBITDA.

**“Target Comcast EBITDA”** means the amount specified in Section 2.10 of the Comcast Disclosure Letter.

**“Target NBCU EBITDA”** means the amount specified in Section 2.10 of the NBCU Disclosure Letter.

**“Tax”** or **“Taxes”** shall have the meaning set forth in the Tax Matters Agreement.

**“Tax Matters Agreement”** means the Tax Matters Agreement, dated the date hereof, made by and among GE, NBCU, Navy Holdco 2, Comcast and Newco.

**“Tax Returns”** shall have the meaning set forth in the Tax Matters Agreement.

**“Technology”** means, collectively, all technology, designs, formulae, algorithms, procedures, methods, discoveries, processes, techniques, ideas, know-how, research and development, technical data, tools, materials, specifications, processes, inventions (whether patentable or unpatentable and whether or not reduced to practice) apparatus, creations, improvements, works of authorship in any media, confidential, proprietary or non-public information, and other similar materials, and all recordings, graphs, drawings, reports, analyses and other writings, and other tangible embodiments of the foregoing in any form whether or not listed herein, and all related technology, including Software.

**“Third Party Claim”** shall have the meaning set forth in Section 11.04(a).

**“Third Party Rights”** shall have the meaning set forth in Section 2.05.

**“TPS Program”** shall have the meaning set forth in Section 6.20(d).

**“Trademark Transition Period”** shall have the meaning set forth in Section 6.08(a).

**“Trailing EBITDA of the Contributed Comcast Businesses”** means the aggregate EBITDA of the Contributed Comcast Businesses for the twelve months ending on the last day of the last full fiscal month of the Contributed Comcast Businesses ending prior to the Closing Date.

**“Trailing EBITDA of NBCU”** means the aggregate EBITDA of the NBCU Entities for the four full fiscal quarters ending (i) if the Closing Date occurs not more than 45 days after the end of the last fiscal quarter of NBCU ending prior to the Closing Date, on the last day of the last full fiscal quarter of NBCU ending immediately prior to the Closing Date or (ii) if the Closing Date



occurs more than 45 days after the end of the last fiscal quarter of NBCU ending prior to the Closing Date, on the last day of the fiscal quarter of NBCU in which the Closing Date occurs. In the case of clause (ii) above, the aggregate EBITDA of the NBCU Entities for the post-Closing portion of the fiscal quarter in which the Closing occurs will be determined to the extent practicable on the same basis as if the NBCU Entities continued to operate on a stand-alone basis throughout such period.

**“Transaction Agreements”** means this Agreement and each of the Ancillary Agreements.

**“Transferor Account Parties”** shall have the meaning set forth in Section 6.15.

**“U.S. GAAP”** means the generally accepted accounting principles used in the United States.

**“Unproduced Properties”** means those literary, dramatic, or other materials in which (i) the NBCU Transferors or the NBCU Entities or (ii) the Comcast Transferors or the Contributed Comcast Subsidiaries, as applicable, has rights and for which development has not been abandoned as of the date hereof (A) upon which principal photography has not yet commenced on or prior to the date hereof and (B) which if produced and completed would otherwise constitute Library Pictures. Notwithstanding the foregoing, “Unproduced Properties” shall only include those materials for which the Intellectual Property contained therein would otherwise constitute NBCU Intellectual Property or Comcast Intellectual Property, as applicable.

**“U.S.” or “United States”** means the United States of America.

**“Vivendi”** means Vivendi S.A., a *société anonyme* organized under the laws of France.

**“Vivendi Agreement”** shall have the meaning set forth in Section 4.01(e).

**“Vivendi SPA”** means the Stock Purchase Agreement dated as of December 3, 2009 by and between GE and Vivendi.

**“WARN Act”** means the Worker Adjustment and Retraining Notification Act of 1988, as the same may be amended from time to time.

**“Works in Progress”** means all audio, visual and/or audiovisual works of any kind or character in which (i) the NBCU Transferors or the NBCU Entities or (ii) the Comcast Transferors or the Contributed Comcast Subsidiaries, has rights, (A) for which principal photography has commenced on or prior to the date hereof, (B) which are in current production or post-production and have not been

abandoned, and (C) which are not complete and which, if completed, would otherwise constitute Library Pictures. Notwithstanding the foregoing, “Works in Progress” shall only include those works for which the Intellectual Property contained therein would otherwise constitute NBCU Intellectual Property or Comcast Intellectual Property, as applicable.

## **APPENDIX 4**

**AMENDED AND RESTATED  
LIMITED LIABILITY COMPANY AGREEMENT  
OF  
NAVY, LLC  
DATED AS OF [\_\_\_\_], 201\_**

**THE TRANSFER OF THE MEMBERSHIP INTERESTS IN THE COMPANY  
DESCRIBED IN THIS AGREEMENT IS RESTRICTED AS DESCRIBED  
HEREIN**

## TABLE OF CONTENTS

	Page
ARTICLE 1	
DEFINITIONS	
Section 1.01. <i>Defined Terms</i> .....	2
Section 1.02. <i>Other Definitional and Interpretative Provisions</i> .....	27
ARTICLE 2	
ORGANIZATIONAL MATTERS AND GENERAL PROVISIONS	
Section 2.01. <i>Formation</i> .....	27
Section 2.02. <i>Name</i> .....	28
Section 2.03. <i>Principal Place of Business</i> .....	28
Section 2.04. <i>Registered Agent</i> .....	29
Section 2.05. <i>Purpose and Powers of the Company</i> .....	29
Section 2.06. <i>Term</i> .....	29
Section 2.07. <i>Filings; Qualification in Other Jurisdictions</i> .....	29
Section 2.08. <i>Company Property</i> .....	30
Section 2.09. <i>Transactions with Members and Directors</i> .....	30
Section 2.10. <i>Uncertificated Membership Interests</i> .....	30
ARTICLE 3	
CAPITAL CONTRIBUTIONS AND PREEMPTIVE RIGHTS	
Section 3.01. <i>Initial Capital Contributions</i> .....	30
Section 3.02. <i>Additional Capital Contributions</i> .....	30
Section 3.03. <i>Issuance of Membership Interests</i> .....	31
Section 3.04. <i>Withdrawal of Capital</i> .....	31
Section 3.05. <i>Capital Accounts</i> .....	32
Section 3.06. <i>No Interest</i> .....	32
Section 3.07. <i>Preemptive Rights</i> .....	33
ARTICLE 4	
CERTAIN RIGHTS AND OBLIGATIONS OF MEMBERS	
Section 4.01. <i>Members</i> .....	35
Section 4.02. <i>No Action on Behalf of the Company; No Dissent Rights</i> .....	35
Section 4.03. <i>No Right to Withdraw</i> .....	35
Section 4.04. <i>Member Meetings</i> .....	35
Section 4.05. <i>Notice of Meetings</i> .....	36
Section 4.06. <i>Quorum; Telephonic Meetings</i> .....	36
Section 4.07. <i>Voting</i> .....	36
Section 4.08. <i>Action Without a Meeting</i> .....	37

**TABLE OF CONTENTS**  
**(continued)**

	<b>Page</b>
Section 4.09. <i>Record Date</i> .....	37
Section 4.10. <i>Member Approval Rights</i> .....	38
Section 4.11. <i>Reimbursements</i> .....	40
Section 4.12. <i>Partition</i> .....	40
Section 4.13. <i>Liability</i> .....	40

**ARTICLE 5**  
**BOARD AND OFFICERS**

Section 5.01. <i>Board</i> .....	40
Section 5.02. <i>Required Board Actions</i> .....	43
Section 5.03. <i>Removal and Resignation</i> .....	46
Section 5.04. <i>Meetings of the Board</i> .....	46
Section 5.05. <i>Action Without a Meeting</i> .....	48
Section 5.06. <i>Chairman of the Board</i> .....	48
Section 5.07. <i>Committees of the Board</i> .....	49
Section 5.08. <i>Officers; Designation and Election of Officers; Duties</i> .....	49
Section 5.09. <i>Strategic Plans</i> .....	51
Section 5.10. <i>Controlled Company</i> .....	51

**ARTICLE 6**  
**DUTIES, EXCULPATION AND INDEMNIFICATION**

Section 6.01. <i>Duties, Exculpation and Indemnification</i> .....	52
Section 6.02. <i>Other Activities; Business Opportunities</i> .....	54

**ARTICLE 7**  
**ACCOUNTING, TAX, FISCAL AND LEGAL MATTERS**

Section 7.01. <i>Fiscal Year</i> .....	56
Section 7.02. <i>Bank Accounts</i> .....	56
Section 7.03. <i>Books of Account and Other Information</i> .....	56
Section 7.04. <i>Auditors</i> .....	57
Section 7.05. <i>Certain Tax Matters</i> .....	57

**ARTICLE 8**  
**ALLOCATIONS AND DISTRIBUTIONS**

Section 8.01. <i>Allocations</i> .....	59
Section 8.02. <i>Distributions</i> .....	62

**TABLE OF CONTENTS**  
**(continued)**

**Page**

**ARTICLE 9**

**TRANSFERS, REDEMPTION/PURCHASE RIGHTS AND ADDITIONAL MEMBERS**

Section 9.01. <i>Restrictions on Transfers</i> .....	64
Section 9.02. <i>GE/HoldCo Redemption Rights</i> .....	65
Section 9.03. <i>Comcast Purchase Rights</i> .....	70
Section 9.04. <i>Redemption/Purchase Transactions</i> .....	74
Section 9.05. <i>Determination of Fully Distributed Public Market Value</i> .....	76
Section 9.06. <i>Comcast Right of First Offer</i> .....	78
Section 9.07. <i>Comcast Right With Respect to Rule 144 Sales</i> .....	81
Section 9.08. <i>Back-End Transaction</i> .....	82
Section 9.09. <i>HoldCo Tag-Along Right</i> .....	84
Section 9.10. <i>Comcast Drag-Along Right</i> .....	86
Section 9.11. <i>Additional Members</i> .....	87
Section 9.12. <i>Termination of Member Status; Redemption or Repurchase</i> .....	89
Section 9.13. <i>Void Transfers</i> .....	89
Section 9.14. <i>Transfer Indemnification; Other Tax Matters</i> .....	89

**ARTICLE 10**

**COVENANTS**

Section 10.01. <i>Confidentiality</i> .....	91
Section 10.02. <i>Related Party Transactions</i> .....	93
Section 10.03. <i>Non-Competition</i> .....	96
Section 10.04. <i>Structuring of an IPO</i> .....	98
Section 10.05. <i>Compliance by Subsidiaries</i> .....	98
Section 10.06. <i>Acquisition of Company Principal Businesses</i> .....	98
Section 10.07. <i>Weather Channel</i> .....	101

**ARTICLE 11**

**FINANCIAL REPORTING**

Section 11.01. <i>Annual Financial Information</i> .....	102
Section 11.02. <i>Quarterly Financial Information</i> .....	104
Section 11.03. <i>Certain Other Provisions Regarding Financial Reporting</i> .....	105
Section 11.04. <i>GE Annual Statements</i> .....	106
Section 11.05. <i>Access to Management Personnel and Information</i> .....	107
Section 11.06. <i>GE Public Filings</i> .....	107
Section 11.07. <i>Compensation for Providing Information</i> .....	107
Section 11.08. <i>Liability</i> .....	107
Section 11.09. <i>Other Agreements Providing for Exchange of Information</i> .....	108

**TABLE OF CONTENTS**  
**(continued)**

**Page**

**ARTICLE 12**  
**DISSOLUTION, LIQUIDATION AND TERMINATION**

Section 12.01. <i>No Dissolution</i> .....	108
Section 12.02. <i>Events Causing Dissolution</i> .....	108
Section 12.03. <i>Bankruptcy of a Member</i> .....	108
Section 12.04. <i>Winding Up</i> .....	108
Section 12.05. <i>Distribution of Assets</i> .....	109
Section 12.06. <i>Distributions in Cash or in Kind</i> .....	110
Section 12.07. <i>Claims of the Members</i> .....	111

**ARTICLE 13**  
**MISCELLANEOUS**

Section 13.01. <i>Further Assurances</i> .....	111
Section 13.02. <i>Amendment or Modification</i> .....	111
Section 13.03. <i>Waiver; Cumulative Remedies</i> .....	112
Section 13.04. <i>Entire Agreement</i> .....	112
Section 13.05. <i>Third Party Beneficiaries</i> .....	112
Section 13.06. <i>Non-Assignability; Binding Effect</i> .....	113
Section 13.07. <i>Severability</i> .....	114
Section 13.08. <i>Injunctive Relief</i> .....	114
Section 13.09. <i>Governing Law</i> .....	114
Section 13.10. <i>Submission to Jurisdiction</i> .....	115
Section 13.11. <i>Waiver of Jury Trial</i> .....	115
Section 13.12. <i>Notices</i> .....	115
Section 13.13. <i>Counterparts</i> .....	116

**EXHIBITS**

Exhibit A	-	Example of Redemption Purchase Price Calculation
Exhibit B	-	Strategic Plan
Exhibit C	-	Compliance Plan
Exhibit D	-	Registration Rights
Exhibit E-1	-	Description of Back-End Transaction
Exhibit E-2	-	Terms of Company Preferred Interests
Exhibit E-3	-	Terms of New HoldCo Preferred Interests
Exhibit F	-	Financial Reporting Adjustments

**SCHEDULES**

Schedule 4.01	-	Member Information
---------------	---	--------------------



**TABLE OF CONTENTS**  
**(continued)**

**Page**

Schedule 7.05 - Company Tax Principles

## AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

This AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT of Navy, LLC, a Delaware limited liability company (the “**Company**”), is made as of [\_\_\_\_], 201\_, by and among [\_\_\_\_], [\_\_\_\_], [\_\_\_\_] (each, an “**Initial Comcast Member**” and collectively, the “**Initial Comcast Members**”), Navy Holdings, Inc., a Delaware corporation (the “**Initial GE Member**” or “**HoldCo**”), each other Person who at any time becomes a Member in accordance with the terms of this Agreement and the Act, and Comcast Corporation, a Pennsylvania corporation (“**Comcast**”), and General Electric Company, a New York corporation (“**GE**”).

### RECITALS

WHEREAS, the Company was formed on November 12, 2009, by the filing of a Certificate of Formation (as amended or otherwise modified from time to time, the “**Certificate of Formation**”) with the Secretary of State of the State of Delaware and the adoption of that certain Limited Liability Company Agreement of the Company dated as of December 1, 2009 by Navy Holdings, Inc., as the initial sole member of the Company (the “**Original LLC Agreement**”);

WHEREAS, pursuant to a Master Agreement dated as of December 3, 2009 (as amended or otherwise modified from time to time, the “**Master Agreement**”) by and among GE, NBC Universal, Inc., a Delaware corporation (“**NBCU**”), Comcast and the Company, Comcast and GE agreed to contribute (or cause to be contributed) certain assets and liabilities to the Company;

WHEREAS, pursuant to the Master Agreement, in consideration of their respective contributions, the parties thereto agreed that the Company would issue Membership Interests in the Company to the Initial Comcast Members and the Initial GE Member;

WHEREAS, pursuant to the Master Agreement, the parties thereto agreed that immediately after the contributions referred to above are made, the Initial Comcast Members would purchase from the Initial GE Member a number of Membership Interests such that, upon the consummation of such purchase, the Comcast Members’ aggregate Percentage Interests would equal 51% and GE’s Percentage Interest would equal 49%; and

WHEREAS, concurrently with the execution and delivery of this Agreement, the Closing contemplated by the Master Agreement has been consummated.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

## ARTICLE 1 DEFINITIONS

Section 1.01. *Defined Terms.* (a) In this Agreement, except where the context otherwise requires:

“**Act**” means the Delaware Limited Liability Company Act, 6 Del. C. § 18-101, *et seq.*, as amended from time to time.

“**Affiliate**” means, with respect to any specified Person, any other Person that, at the time of determination, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such specified Person. Unless otherwise specifically stated, the term “Affiliate” does not include: (x) the Company or any of its Subsidiaries when used with respect to Comcast, GE or HoldCo or any of their respective Subsidiaries and (y) Comcast, GE or any of their respective Subsidiaries when used with respect to the Company or any of its Subsidiaries. “**Affiliated**” and “**Affiliation**” shall have correlative meanings.

“**Agreed Adjustments**” shall have the meaning, and be prepared in accordance with the provisions, set forth in Exhibit F.

“**Agreement**” means this Amended and Restated Limited Liability Company Agreement, as it may be amended or otherwise modified from time to time in accordance with Section 13.02.

“**Annual Tax Distribution Amount**” means, with respect to a Tax Year, an amount equal to the product of (x) the aggregate amount of net taxable income and gain allocated to the Members pursuant to Section 8.01(d)(i) in respect of such Tax Year, *reduced by* the amount of any deductions of Comcast during such Tax Year as a result of any tax basis adjustments pursuant to Section 743(b) of the Code attributable to the transaction set forth in Section 2.04 of the Master Agreement and (y) the Applicable Tax Rate. For the avoidance of doubt, the Annual Tax Distribution Amount shall be calculated without regard to any allocations pursuant to Sections 8.01(d)(ii) and 8.01(d)(iii) in connection with the disposition of an asset.

“**Applicable Accounting Method**” means the applicable accounting method by which GE is required, in accordance with GAAP, to account for its

investment in the Company (namely, on a consolidated basis, under the equity method or under the cost method).

**“Applicable Tax Rate”** means, with respect to a Tax Year, the combined federal, state and local income tax rate (giving effect to the deductibility of state and local income taxes for federal income tax purposes) that would have applied to the Company during such Tax Year if it were a corporation for U.S. federal income tax purposes.

**“Appraiser”** means any investment bank that, according to any nationally recognized data provider, was one of the top ten underwriters of equity offerings by United States issuers in the United States during the calendar year immediately preceding the year in which the Appraiser is engaged.

**“Available Cash”** means all cash and cash equivalents of the Company and its Subsidiaries in excess of \$300 million.

**“Back-End Trigger Condition”** means HoldCo is a member of GE’s consolidated group for U.S. federal income tax purposes immediately prior to the exercise of a Roll-Up Right.

**“BBN Holdings”** means BBN Holdings, Inc. and any successors thereto.

**“Board”** means the board of directors of the Company.

**“Business”** means (i) the production, development, publication, distribution, licensing, exploitation and aggregation of content (on any medium now known or hereafter devised), including: (A) acquiring, producing, developing, distributing, licensing, syndicating, marketing and selling content; (B) acquiring, producing, developing, distributing, licensing, syndicating, marketing and selling news (including weather), sports, information and all manner of entertainment programming (including original programming) and other related content and merchandising relating thereto, including out-of-the-home media platforms (*e.g.*, taxicabs); (C) acquiring, producing, developing, distributing, licensing, syndicating, marketing and selling motion pictures in theatrical and non-theatrical, home video/DVD, television, electronic sell-through, PPV, VOD and by any other means; (D) acquiring, producing, developing, distributing, licensing, marketing and selling musical compositions, including publishing and recorded music; (E) providing network television services to affiliated broadcast television stations; (F) owning, operating and/or investing in television broadcasting stations including locally programmed cable channels for areas served by NBC network television stations owned by the Company (other than KNTV and WMAQ); (G) owning, operating and/or investing in cable/satellite programming networks (including RSNs); (H) owning and/or operating film and television production facilities; (I) acquiring, producing, developing, distributing,

licensing, syndicating, marketing and publishing video games; (J) owning, operating, developing and/or investing in internet websites in order to make content available on such sites (and similar sites including sites for mobile access and applications for the delivery of content digitally) and other digital businesses related to any of the foregoing permitted under clauses (A) through (I) above; (K) sale of national or local advertising which may include targeted/addressable or interactive advertising; and (L) acquiring, producing, developing and presenting live theatrical works; and (ii) the ownership or investment in and/or operation of theme parks and resorts. “**Business**” shall include both businesses conducted on the date hereof and as could reasonably be expected to be conducted in the future, including any future businesses derived from or that are successors to existing businesses (including as a result of technological advances). It is acknowledged and understood that (x) certain elements of the Business include and will in the future include functionalities such as social networking and commerce that are ancillary to the Business (*e.g.*, the sale of merchandise and other media containing content acquired, produced, developed, published, licensed or exploited by the Business), (y) the business of Fandango.com includes as a principal element e-commerce (*i.e.*, the sale of tickets and advertising) and (z) the Company may distribute its content on an ad-supported, subscription or pay-per-use basis.

“**Business Day**” means a day ending at 11:59 p.m. (Eastern Time), other than a Saturday, a Sunday or other day on which commercial banks in New York, New York or Philadelphia, Pennsylvania are authorized or obligated by Law to close.

“**Capital Contributions**” means Initial Capital Contributions and Additional Capital Contributions.

“**Capital Markets Activities**” means any activities undertaken in connection with efforts by any Person to raise for or on behalf of any other Person capital from any public or private source.

“**Change in Tax Law**” means any change in applicable U.S. federal income tax Laws after the date of this Agreement.

“**Closing**” has the meaning set forth in the Master Agreement.

“**Closing Date**” means the date of the Closing.

“**Code**” means the United States Internal Revenue Code of 1986, as amended.

“**Comcast Blackout Period**” means (i) with respect to any fiscal quarter of Comcast, the blackout period applicable to senior management of Comcast with respect to such fiscal quarter and (ii) if Comcast furnishes to GE and the

Company a written notice signed by an officer of Comcast stating that, as of the date of such notice, Comcast has pending or in process a material transaction (including a financing transaction or a material acquisition (whether such acquisition occurs by way of stock purchase or exchange, asset purchase or exchange, merger, consolidation or similar transaction) by Comcast or any of its Subsidiaries of the business or a line of business of a Person that is not an Affiliate of Comcast), the disclosure of which would, in the good faith judgment of Comcast's board of directors, materially and adversely affect Comcast, the period commencing on the date on which such notice is given and ending on the earlier of (A) the date that is 60 days after the date on which such notice was given and (B) the date on which the material transaction that necessitated such notice is abandoned or publicly disclosed.

**“Comcast De Minimis Business”** means an equity interest in any Person engaged in the video programming network business that is acquired by Comcast or any of its Subsidiaries (other than the Company or any of its Subsidiaries) as consideration for commitments made in a distribution agreement by Comcast's multichannel video distribution business; *provided* that the total amount of Comcast's and such Subsidiaries' equity interests in any such Person shall not exceed 25%.

**“Comcast Member”** means any Initial Comcast Member as of the Closing and, thereafter, any of Comcast or any of its direct or indirect wholly-owned Subsidiaries that then is a Member.

**“Comcast Permitted Business”** means: (I) (i) the multichannel video distribution business (*e.g.*, the principal business now conducted by Comcast's Cable Division), by any distribution method (cable, satellite, wireless, etc.) or technology (analog, digital, etc.) and to any type of end-user equipment (television, computer, phone, etc.); (ii) Internet access service (*i.e.*, the principal Internet business now conducted by Comcast's Cable Division) and Internet portal service (*e.g.*, the principal business now conducted by Comcast's Comcast Interactive Media Division through comcast.net), including applications and services provided or offered in conjunction therewith (*e.g.*, email, cross-platform services, games, computer security, photo and file storage, etc.), by any distribution method (cable, satellite, wireless, etc.) and to any type of end-user equipment (television, computer, phone, etc.); (iii) Internet businesses primarily focused on: (A) the aggregation, packaging and distribution of content (*e.g.*, the principal business now conducted by Comcast's Comcast Interactive Media Division now known as fancast.com and the provision of authenticated programming), for Comcast or others, including content downloading; (B) the sale of goods or services through an Internet interface, including games (*e.g.*, amazon.com; recroom.com; etc.); and (C) applications (*e.g.*, maps, concierge services, social networking, etc. (including the business of Plaxo, Inc.)); (iv) webhosting and other Internet infrastructure services; (v) voice and data services,

by any distribution method (cable, satellite, wireless, etc.) and to any type of end-user equipment (television, computer, phone, etc.); (vi) home and business security services; (vii) the operation and management of sports teams and event venues; (viii) the food services business; (ix) the ticketing business to events other than movies, by any distribution method (online or physical); (x) the production of advertising and the sale of advertising time (including targeted/addressable and interactive advertising) for Comcast and others (provided that this shall not include National Advertising), including through Canoe Ventures, LLC (“**Canoe**”) and National Cable Communications LLC (“**NCC**”); (xi) the provision of content formatting, transmission and distribution services for video content and advertising for Comcast and others (*e.g.*, the business of thePlatform, Inc. and National Digital Television Center, LLC (*i.e.*, the Comcast Media Center)); (xii) the provision of technical services, software, databases and other technology (for Comcast or others) related to the businesses referred to above, including hardware and software development and licensing (*e.g.*, authentication and other security services) and cross-platform services (*e.g.*, comcast.net’s iPhone application); (xiii) (A) the production and distribution of public access, leased access and local origination programming and other programming required under the terms of any cable television franchise agreement, (B) the production, licensing and distribution of video-on-demand programming (*e.g.*, Select on Demand) and (C) the ownership and operation of locally programmed cable channels (*e.g.*, Comcast Entertainment Television, Comcast Hometown Network, CN100 and C2), in each case for carriage on Comcast’s and other multichannel video distributors’ systems (other than locally programmed cable channels for areas served by NBC network broadcast television stations owned by the Company (other than KNTV and WMAQ)); (xiv) any business or activity reasonably ancillary to any of the foregoing; and (xv) any business or activity that represents an evolution over time of any of the business referred to above; provided that neither clause (I)(xiv) nor (I)(xv) shall include the ownership of any interest in, or the operation or management of, any Company Principal Business; (II) the ownership of the following interests: (A) Big Ten Network, LLC – 4.99% [profit participation]; (B) Canoe – 48.5%; (C) Current Media, LLC – 10%; (D) Digital Entertainment Content Ecosystem (DECE), LLC – membership interest; (E) Driver TV LLC – 6.5%; (F) MGM Holdings, Inc. – 20%; (G) NHL Network US, L.P. – 15.6%; (H) Music Choice – 12.4%; (I) Pittsburgh Cable News Channel LLC – 30%; and (J) The MLB Network, LLC – 8.34%; (III) the ownership and operation of the following interests/businesses: (A) AutoMallUSA.com, L.L.C. – 100%; (B) Comcast Digital, LLC – 100%; (C) In Demand L.L.C. – 53.9%; (D) NCC – 60%; (E) National Digital Television Center, LLC and its subsidiaries – 100%; (F) Plaxo, Inc. – 100%; (G) thePlatform, Inc. and its subsidiary – 97%; and (H) Vehix, Inc. – 100%; (IV) any changes in the ownership of the entities listed in clauses (II)(A), (C), (E), (G), (H) and (J), provided no such interest shall exceed 25%; (V) any increase in the ownership of the entities listed in clauses (II)(B) and (I) and (III)(C), (D) and (G); (VI) the ownership and operation of any assets

acquired in accordance with Section 6.22; (VII) any Comcast De Minimis Business; (VIII) acting as an affiliate of MyNetwork TV in the Ft. Myers/Naples, Florida area; (IX) the ownership and operation of websites relating to Comcast Corporation (e.g., comcast.com, cmcsk.com and cmcsa.com); and (X) ownership of the following investments of Comcast Interactive Capital, L.P. (Comcast's internal venture capital arm); *provided* that the amount of any such investment shall not exceed 25%: Jingle Networks, JiWire, Oberon Media and SB Nation.

**“Comcast Transfer Date”** means the earlier to occur of (x) the date of the closing of the First HoldCo Redemption Right, if exercised, and (y) the fourth anniversary of the Closing Date; *provided* that if, as of the fourth anniversary of the Closing Date, the First HoldCo Redemption Right has been exercised but not consummated, the “Comcast Transfer Date” shall be the earlier of (i) the date of the closing of the First HoldCo Redemption Right and (ii) the date on which the First HoldCo Redemption Right is abandoned because any required Governmental Approvals cannot be obtained or for any other reason.

**“Commission”** means the Securities and Exchange Commission or any other federal agency at the time administering the Securities Act.

**“Company Auditors”** means the independent certified public accountants of the Company, as may be engaged by the Company from time to time.

**“Company Group”** means the Company, each Subsidiary of the Company immediately after the Closing and each other Person that is controlled directly or indirectly by the Company immediately after the Closing.

**“Company Principal Businesses”** means: (i) the National Broadcast Network business; (ii) the local broadcast television business, including locally programmed cable channels for areas serviced by NBC network television stations owned or operated by the Company (other than KNTV and WMAQ); (iii) the theme park and resort businesses; (iv) the video programming network business (including RSNs) (e.g., USA, E!, etc.) (it being the parties' intention that this clause (iv) include reference to a non-linear network (such as FEARnet) which is intended to operate as a stand-alone programming network with a business plan to operate at a profit predicated principally on obtaining distribution from multichannel video distribution providers including Comcast and others, but not include video-on-demand programming (such as Select on Demand) which is intended to operate principally as part of Comcast's and/or others' multichannel video business); (v) the production, sale and distribution of television programming (e.g., the principal business now conducted by NBCU's Universal Media Studios and Universal Cable Productions and the related business of licensing or distributing television programming); (vi) the production, sale and distribution of filmed entertainment (i.e., motion pictures) (it being the parties' intention that the use of the terms “production, sale and distribution” in clauses



(v) and (vi) shall have the meanings customarily ascribed to them in the television production and film production businesses, as opposed to the multichannel video distribution business); (vii) the sale of tickets online and the sale of advertising to support such business; and (viii) National Advertising. For the avoidance of doubt, it is agreed that the parties intention is that the term Company Principal Business does not, for the purposes of Section 10.03(a), prevent, or for the purposes of Section 10.06, include, the conduct by any Person covered thereby of any business that is a part of any of the enumerated businesses in clauses (i) through (viii) above unless conducted as part of the enumerated business itself (*e.g.*, operating a website is not covered by clause (iv) above unless the website is being operated as part of conducting a video programming network business).

**“Company Securities”** means any securities (including debt securities) issued by the Company.

**“Control”** means, as to any Person, the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise. The terms **“controlled by”**, **“controlled”**, **“under common control with”** and **“controlling”** shall have correlative meanings.

**“Corporate Reporting Data”** means the data necessary to provide GE the ability to apply the equity method of accounting (including consolidated trial balance data supporting balance sheet, statement of operations, members equity, comprehensive income accounts and reasonable mapping information with respect thereto) with respect to its investment in the Company.

**“Cushion Percentage”** means (A) with respect to the transaction occurring pursuant to Section 9.02(a), 20%, and (B) with respect to any transaction not described in clause (A), (i) if such transaction occurs on or after the three and one half year anniversary of the Closing Date and before the fifth anniversary of the Closing Date, 15%, (ii) if such transaction occurs on or after the fifth anniversary of the Closing Date and before the sixth anniversary of the Closing Date, 12%, (iii) if such transaction occurs on or after the sixth anniversary of the Closing Date and before the seventh anniversary of the Closing Date, 7.5%, and (iv) if such transaction occurs on or after the seventh anniversary of the Closing Date, 5%.

**“Debt”** of any Person means (i) all debt of such Person for borrowed money or for the deferred purchase price of property or services (other than trade payables and other similar obligations incurred in the ordinary course of business), (ii) all obligations of such Person which are evidenced by notes, bonds, debentures or similar instruments, (iii) all obligations of such Person that have been, or should be, in accordance with GAAP, recorded as capital leases, (iv) all obligations of such Person that have been, or should be, in accordance with

GAAP, recorded as a sale-leaseback transaction or leveraged lease, (v) all obligations of such Person in respect of letters of credit or acceptances issued or created for the account of such Person, (vi) all liabilities secured by any lien granted on assets or properties of such Person, whether or not the obligations secured thereby have been assumed, and (vii) all direct or indirect guarantees (including “keep well” arrangements, support agreements and similar agreements) with respect to Debt of any other Person referred to in clauses (i) through (vi) of such Person; *provided, however*, that for the purposes of Sections 4.10(a), 5.02(a)(i), 5.02(a)(iii) and 9.02(c)(ii):

(A) Debt shall not include (1) trade and other ordinary course payables and accrued expenses arising in the ordinary course of business, (2) deferred compensation, pension and other post-employment benefit liabilities, (3) take or pay obligations arising in the ordinary course of business, (4) obligations arising under the Credit Agreement, dated as of March 2, 1998 (the “**Lin Credit Agreement**”), between General Electric Capital Corporation and Station Venture Holdings, LLC (the “**LLC**”) (as successor in interest to Lin Television of Texas, L.P.), so long as the obligations of the Company, NBCU or any of their respective Subsidiaries (other than the LLC or Station Ventures Holdings, LP or any of their respective Subsidiaries) arising under the Lin Credit Agreement or any related credit support, risk of loss or similar arrangement constitute NBCU Excluded Liabilities (as defined in the Master Agreement) and (5) non-recourse Debt under any Factoring Agreement; and

(B) the amount of any Debt described in clause (v), (vi) or (vii) shall only be included to the extent such Debt is consolidated on such Person’s balance sheet in accordance with GAAP.

“**Default Recovery Activities**” means the exercise of any rights or remedies in connection with any Capital Markets Activities, Financing, Insurance, Leasing, Other Financial Services Activities or Securities Activities (whether such rights or remedies arise under any agreement relating to such activity, under applicable Law or otherwise), including any foreclosure, realization or repossession or ownership of any collateral, business assets or other security for any Financing (including the equity in any entity or business), Insurance or Other Financial Services Activities or any property subject to Leasing.

“**Depreciation**” means, for each Tax Year, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable for federal income tax purposes with respect to an asset for such Tax Year, except that if (a) with respect to any asset the Gross Asset Value of which differs from its adjusted tax basis for federal income tax purposes at the beginning of such Tax Year and which difference is being eliminated by use of the “remedial allocation method” as defined by Treasury Regulations Section 1.704-3(d), Depreciation for

such Tax Year shall be the amount of book basis recovered for such Tax Year under the rules prescribed by Treasury Regulations Section 1.704-3(d)(2), and (b) with respect to any other assets the Gross Asset Value that differs from its adjusted tax basis for federal income tax purposes at the beginning of such Tax Year, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Tax Year bears to such beginning adjusted tax basis; *provided, however*, in the case of clause (b) above, if the adjusted tax basis for federal income tax purposes of an asset at the beginning of such Tax Year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Tax Matters Member unless such method could reasonably be expected to have an adverse effect on the Initial GE Member or any of its Affiliates that is material and disproportionate as to its effect on other Members or their Affiliates, in which case such method shall not be selected without the consent of the Initial GE Member, which consent shall not be unreasonably withheld or delayed.

“**EBITDA**” means, other than for purposes of Section 9.05(c), for any period, net income of any Person and its consolidated Subsidiaries plus or minus, to the extent included in the calculation of net income for such period, and without duplication:

(a) extraordinary expenses or losses and unusual or non-recurring non-cash expenses or losses (including, whether or not otherwise includable as a separate item in the statement of such consolidated net income for such period, (x) non-cash losses from dispositions of assets not in the ordinary course of business and (y) goodwill or intangible asset impairment);

(b) any extraordinary income or gains and any unusual or non-recurring non-cash income or gains (including, whether or not otherwise includable as a separate item in the statement of such consolidated net income for such period, gains on dispositions of assets not in the ordinary course of business);

(c) restructuring charges deemed to be one time in nature (excluding charges incurred in the ordinary course of business), including restructuring charges in connection with the Transactions (as defined in the NBCU Financing (as defined in the Master Agreement), the Alternative Financing (as defined in the Master Agreement) and any amendments, supplements, modifications, extensions, renewals, restatements or refundings thereof and any indentures, credit facilities, bridge facilities or commercial paper facilities that replace, refund or refinance any part of the loans, notes, other credit facilities or commitments thereunder, collectively, the “**Credit Facilities**”), whether or not otherwise includable as a separate item in the statement of such consolidated net income for such period, solely to the extent such charges are agreed between NBCU and the lenders under the Credit Facilities to be added back to Consolidated EBITDA (as defined in the

Credit Facilities) for purposes of the calculation of Consolidated Leverage Ratio (as defined in the Credit Facilities) under the Credit Facilities; *provided* that the aggregate amount of cash charges permitted to be added back to consolidated net income under this clause (c) shall not exceed \$250 million in any period;

(d) transaction expenses directly related to the Transactions (as defined in the Credit Facilities) paid by NBCU or its Subsidiaries in accordance with Section 12.02 of the Master Agreement;

(e) net income (loss) attributable to noncontrolling interests;

(f) income tax expense or benefit;

(g) interest expense (including intercompany interest expense, and amortization or write-off of debt issuance costs and commissions, discounts and other fees and charges associated with Debt but excluding capitalized interest expense) and the net amount accrued (whether or not actually paid) pursuant to any interest rate protection agreement during such period (or minus the net amount receivable (whether or not actually received) during such period);

(h) depreciation and amortization expense and impairment of tangible, intangible assets and goodwill, including amortization of intangibles, but excluding (x) amortization expenses relating to film, television or similar entertainment rights, investment or inventory other than amortization of adjustments recorded in the application of purchase accounting in connection with the closing of the Transactions and (y) amortization of programming distribution rights (*i.e.*, launch support);

(i) gain or loss from the disposition of businesses, assets or investments;

(j) equity in income or loss of unconsolidated investments or associated companies;

(k) interest (including intercompany interest) and dividend income; *provided* that EBITDA shall include the amount of cash dividends or distributions received from unconsolidated investments or associated companies; and

(l) foreign currency gains or losses.

If the Company consolidates the earnings of Station Venture Holdings LLC and/or Station Venture Operations L.P. during any pre-Closing period, the financial results of such entity/entities shall be excluded from the calculation of EBITDA for such period.

If during any post-Closing period (1) the Company or NBCU, as applicable, consolidates the earnings of Station Venture Holdings LLC and/or Station Venture Operations L.P. and (2) the obligations of the Company, NBCU or any of their respective Subsidiaries (other than Station Venture Holdings LLC and Station Venture Operations L.P. or any of their respective Subsidiaries) arising under the Credit Agreement, dated March 2, 1998, between Station Venture Holdings, LLC (as successor to Lin Television of Texas, L.P.) or any related credit support, risk of loss or similar arrangements are Excluded NBCU Liabilities (as defined in the Master Agreement), the financial results of such entity/entities shall be excluded from the calculation of EBITDA for such period.

**“Equity Method Threshold”** means GE’s direct or indirect interest in the Company is such that any member of the GE Group is required, in accordance with GAAP, to account for its investment in the Company under the equity method of accounting as in effect with respect to the applicable accounting period.

**“Equity Securities”** means (i) any capital stock, partnership interests, limited liability company interests, units or any other type of equity interest, or other indicia of equity ownership (including profits interests, other than customary profit participations granted in the media business) (collectively, **“Interests”**), (ii) any security convertible into or exercisable or exchangeable for, with or without consideration, any Interests (including any option to purchase such convertible security), (iii) any security carrying any warrant or right to subscribe to or purchase any security described in clause (i) or clause (ii), (iv) any such warrant or right or (v) any security issued in exchange for, upon conversion of or with respect to any of the foregoing securities.

**“Estimated Tax Distribution Amount”** means, with respect to a calendar quarter, an amount equal to one quarter of the product of (x) the aggregate amount of net taxable income and gain estimated by the Tax Matters Member to be allocated to the Members pursuant to Section 8.01(d)(i) in respect of such calendar year, *reduced by* the amount of any deductions of Comcast during such Tax Year as a result of any tax basis adjustments pursuant to Section 743(b) of the Code attributable to the transaction set forth in Section 2.04 of the Master Agreement, and (y) the Applicable Tax Rate. For the avoidance of doubt, the Estimated Tax Distribution amount shall be calculated without regard to any allocations pursuant to Sections 8.01(d)(ii) and 8.01(d)(iii) in connection with the disposition of an asset.

**“Excess Amount”** means an amount (not less than zero) equal to (i) 120% of Public Market Value less (ii) [\$28.15 billion]<sup>1</sup>.

**“Existing Business Activities”** means any business conducted or investment held by GE or any of its Subsidiaries or contemplated by any existing contractual arrangements applicable to GE or its Subsidiaries, on the date of this Agreement after giving effect to the Closing, as such business may evolve over time.

**“Financial Services Business”** means any activities undertaken principally in connection with or in furtherance of (i) Capital Markets Activities, (ii) Financing, (iii) Leasing, (iv) Default Recovery Activities, (v) Other Financial Services Activities, (vi) Securities Activities or (vii) the sale of Insurance, the conduct of any Insurance brokerage activities or services or the provision of Insurance advisory services, business processes or software. Financial Services Business also includes any investment or ownership interest in a Person through an employee benefit or pension plan.

**“Financing”** means the making of, entering into, purchase of, or participation in (including syndication or servicing activities), (i) secured or unsecured loans, conditional sales agreements, debt instruments or transactions of a similar nature or for similar purposes, (ii) non-voting preferred equity investments, and (iii) investments as a limited partner in a partnership or as a member of a limited liability company in which another Person who is not an Affiliate of the limited partner or member is a general partner, manager or management member, or funds of funds in which GE Capital is the general partner which consist only of investments of the type referred to in this definition.

**“GAAP”** means:

(i) for purposes of Article 11 hereof, the generally accepted accounting principles adopted from time to time by an enterprise for financial reporting purposes, which may refer to U.S. GAAP, International Financial Reporting Standards (IFRS) GAAP, or other generally accepted accounting principles adopted by a reporting enterprise. The parties agree that, in respect of any period prior to, and as of the Closing Date, “GAAP” refers to U.S. generally accepted accounting principles. In the event that either GE or Comcast, or any applicable members of their respective Groups, adopts a new basis of accounting other than U.S. generally accepted accounting principles, unless otherwise mutually agreed to in writing by GE and Comcast, all information required to be prepared and

---

<sup>1</sup> This amount will be increased by the purchase price for any Relevant Transactions (as defined in the Master Agreement) contributed at Closing, if any.

provided pursuant to Article 11 shall be prepared and provided based on GAAP as adopted by Comcast for purposes of its reporting requirements.

(ii) for purposes other than for Article 11 hereof, U.S. generally accepted accounting principles.

**“GE Auditors”** means the independent certified public accountants of GE, as may be engaged by GE from time to time.

**“GE De Minimis Business”** means (i) any minority equity investment by GE or any of its Subsidiaries in any Person (A) in which GE or its Subsidiaries (x) do not have the right to designate a majority of the members of the board of directors (or similar governing body) of such Person, (y) hold less than 25% of the outstanding voting securities or similar equity interests of such Person and (z) do not manage or operate the business of such Person or make significant proprietary assets (including the GE name or brand and any non-public information derived from any Company Principal Business) available to such Person for use in such Person’s business or (B) in which the amount invested by GE and its Subsidiaries, collectively, is less than \$25 million, (ii) any business activity conducted by GE or any of its Subsidiaries that is ancillary to the conduct of their principal businesses, it being understood that the Company Principal Business will be deemed ancillary to a principal business if the Company Principal Business is not conducted as a separate profitable business offering and comprises not more than 20% of the value measured by the net operating profit of the business activities of which it forms a part, (iii) any other business in which Company Principal Business is conducted primarily in connection with (x) the sale, purchase, leasing, financing, licensing, disposition, marketing or distribution of goods and services that do not constitute Company Principal Business, (y) the development, design, manufacture, use or application of such goods and services referred to in clause (x), or (z) other activities incidental to or provided in connection with the foregoing, including the provision to actual or potential customers, consumers, end users or the public of news, technical information or other material that is distributed for the purpose of promoting demand for such goods or services that do not constitute Company Principal Business, or of technical support, education, training and servicing in connection with the provision of such goods or services that do not constitute Company Principal Business, or (iv) research and development of intellectual property or technology that could be used in both the Company Principal Business and in connection with businesses of GE or any of its Affiliates that do not constitute Company Principal Business.

**“GE Group”** means GE and each Person (other than any member of the Company Group) that is an Affiliate of GE immediately after the Closing.

**“GE Public Filings”** means GE’s public earnings releases, Quarterly Reports on Form 10-Q, annual reports to shareholders, Annual Reports on Form 10-K, Current Reports on Form 8-K and any amendments to any of the foregoing and any other proxy, information and registration statements, reports, notices, prospectuses and any other filings made by GE or any of its Subsidiaries with the Commission or any national securities exchange.

**“Governmental Approval”** means any authorization, consent, waiver, order and approval of any Governmental Authority, including any applicable waiting periods associated therewith.

**“Governmental Authority”** means any transnational, domestic or foreign federal, state or local government, political subdivision, governmental, regulatory or administrative authority, instrumentality, agency, body or commission, self-regulatory organization or any court, tribunal, or judicial or arbitral body.

**“Group”** means the GE Group or the Company Group, as the context requires.

**“Gross Asset Value”** means with respect to any asset, the asset’s adjusted basis for federal income tax purposes, except as follows:

(i) The initial Gross Asset Value of any asset contributed by a Member to the Company in the Initial Capital Contribution and by Comcast or a Comcast Affiliate in any subsequent contribution shall be the gross fair market value of such asset, as mutually agreed by Comcast and the Initial GE Member. If Comcast and the Initial GE Member are unable to reach agreement as to the initial Gross Asset Value of any such asset, such amount shall be determined pursuant to a mutually agreeable appraisal process. The initial Gross Asset Value of any other asset contributed by a Member other than Comcast or a Comcast Affiliate to the Company shall be the gross fair market value of such asset, as determined by the Tax Matters Member in its reasonable discretion;

(ii) The Gross Asset Value of any asset shall be adjusted to equal its gross fair market value (taking Section 7701(g) of the Code into account), as determined by the Tax Matters Member in its reasonable discretion as of the following times: (A) the acquisition of an additional Membership Interest in the Company by any new or existing Member; (B) the making of an Additional Capital Contribution; (C) the distribution by the Company to a Member of more than a de minimis amount of the Company’s property as consideration for an interest in the Company; (D) the liquidation of the Company within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g); and (E) the withdrawal of a Member from the Company; *provided* that an adjustment described in



clauses (A), (B) and (E) of this paragraph shall be made only if the Tax Matters Member reasonably determines that such adjustment is necessary to reflect the relative interests of the Members in the Company;

(iii) The Gross Asset Value of any asset distributed to any Member shall be adjusted to equal the gross fair market value (taking Section 7701(g) of the Code into account) of such asset on the date of distribution as determined by the Tax Matters Member in its reasonable discretion;

(iv) The Gross Asset Value of any asset shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such asset pursuant to Section 734(b) or 743(b) of the Code, but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m); and

(v) If the Gross Asset Value of an asset has been determined or adjusted pursuant to subparagraph (i), (ii) or (iv), such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset, for purposes of computing Profits and Losses;

*provided, however*, that if the determination by the Tax Matters Member pursuant to clause (i), (ii) or (iii) could reasonably be expected to have an adverse effect on the Initial GE Member or any of its Affiliates that is material and disproportionate as to its effect on other Members or their Affiliates such determination shall be subject to the consent of the Initial GE Member, which consent shall not be unreasonably withheld or delayed.

**“HoldCo Agreement”** means the Navy Holdco 2 Agreement the form of which is attached as an exhibit to the Master Agreement.

**“HoldCo Shareholder”** means, at any time, any Person who, at such time, directly owns any HoldCo Shares.

**“HoldCo Shares”** means shares of common stock, par value \$0.01 per share, of HoldCo.

**“Independent Director”** means an individual meeting the independence tests necessary for service on the audit committee of a public company listed on any national securities exchange on which the Company is listed if then listed.

**“Insurance”** means any product or service determined to constitute insurance, assurance or reinsurance by the Laws in effect in any jurisdiction.

**“Investment Grade Credit Rating”** means that the Company’s senior unsecured long-term Debt is rated at least BBB- by Standard & Poor’s Ratings Services and at least Baa3 by Moody’s Investors Service, Inc.; *provided* that if no such Debt is outstanding at that time, then such Debt shall be deemed to be rated at those ratings that the ratings agencies or their successors assign to Debt of the Company having the hypothetical characteristics of such Debt on a “shadow rating” or “indicative rating” basis.

**“IPO”** means the first underwritten public offering of common Equity Securities of the Company that results in such common Equity Securities of the Company being publicly registered and traded.

**“Law”** means any transnational, domestic or foreign federal, state or local statute, law, ordinance, regulation, rule, code, order or other requirement or rule of law, including the common law.

**“Leasing”** means the rental, leasing, or financing under operating leases, finance leases or hire purchase or rental agreements, of property, whether real, personal, tangible or intangible.

**“LIBOR”** means the rate per annum equal to the British Bankers Association LIBOR from Telerate Successor Page 3750, as published by Reuters at approximately 11:00 a.m., London time, on the date of the commencement of the relevant interest period, as the rate for dollar deposits with a three-month maturity. If such rate is not available at such time for any reason, then **“LIBOR”** shall be the arithmetic mean of the rates quoted by three major banks in the City of New York, selected by the Company, at approximately 11:00 a.m., New York City time, on the date of the commencement of the relevant interest period for loans in U.S. dollars to leading European banks in a principal amount equal to an amount not less than \$1 million that is representative for a single transaction in such market at such time.

**“Member”** means, at any time, for so long as it holds any Membership Interests, (i) any Initial Comcast Member and the Initial GE Member, as applicable, and (ii) any other Person who, after the Closing, is admitted to the Company as a member in accordance with the terms of this Agreement. No Person that is not a Member shall be deemed a “member” of the Company under the Act.

**“Membership Interest”** means the entire limited liability company interest(s) of a Member in the Company. A Member’s Membership Interests include, but are not limited to, such Member’s share of the Profits and Losses, its rights in its Capital Account, its right to receive distributions of Company assets, and any and all of the benefits to which such Member may be entitled as provided in this Agreement and in the Act, together with the obligations of such Member to

comply with all the provisions of this Agreement and of the Act. The Membership Interests are divided into equal proportionate units of limited liability company interests (including fractional units), with the number of Membership Interests held by each Member set forth on Schedule 4.01, as amended from time to time.

**“Membership Percentage”** means, with respect to any Member as of any time, the number of Membership Interests owned by such Member at such time divided by the aggregate number of Membership Interests owned by all Members at such time.

**“Mixed Competing Business Acquisition”** means a transaction involving both an acquisition of or an investment in a Company Principal Business and an acquisition of or an investment in a business that is not a Company Principal Business.

**“NASDAQ”** means the NASDAQ National Market.

**“National Advertising”** means the sale of traditional, linear advertising time (*i.e.*, advertising that is not targeted/addressable or interactive) for advertisements aired on any National Broadcast Network or video programming network (as such term is used in the definition of clause (iv) of Company Principal Business). For the avoidance of doubt, it is agreed that this definition does not refer to advertising time that is made available by (i) a National Broadcast Network for sale by a local broadcast station (or its representatives) for local market insertion; or (ii) a video programming network for sale by a multichannel video distributor (or its representatives) for local market insertion.

**“National Broadcast Network”** means a provider of television programming through a network of owned and affiliated local broadcast stations to a substantial portion of the United States.

**“Non-Ordinary Course Related Party Transaction”** means a Related Party Transaction that is not an Ordinary Course Related Party Transaction. Examples of Non-Ordinary Course Related Party Transactions include transactions not within the scope of the definition of Business or that involve the purchase, sale or lease (not including licenses of intellectual property) of businesses or assets.

**“Notice Date”** means the date either Comcast or HoldCo, as applicable, receives an Exercise Notice.

**“NYSE”** means the New York Stock Exchange.

**“Ordinary Course Related Party Transaction”** means a Related Party Transaction that is within the ordinary course of business of the Company and its Subsidiaries. Examples of Ordinary Course Related Party Transactions include the entering into by the Company or any of its Subsidiaries with Comcast or any of its Affiliates of programming agreements, affiliation agreements, agreements with respect to corporate overhead and support services (other than the Comcast Services Agreement (as defined in the Master Agreement)) and other commercial agreements of a type that are entered into between content producers and distributors in the ordinary course of business. It is understood that entering into agreements of this type will be considered Ordinary Course Related Party Transactions even if they relate to new technologies or new types of arrangements that have not previously been in place between the Company and its Subsidiaries and Comcast and its Subsidiaries.

**“Other Financial Services Activities”** means the offering, sale, distribution or provision, directly or through any distribution system or channel, of any financial products, financial services, asset management services, including investments on behalf of GE’s financial services Affiliates purely for financial investment purposes, investments for the benefit of third party and client accounts, credit card products or services, vendor financing and trade payables services, back-office billing, processing, collection and administrative services or products or services related or ancillary to any of the foregoing.

**“Percentage Interest”** means, at any time with respect to a Person who is a Member or a HoldCo Shareholder but is not HoldCo or the Company, such Person’s “aggregate percent membership interest” divided by the “residual percentage,” in each case calculated at such time, where:

(i) “aggregate percent membership interest” shall mean, with respect to a Person who is a Member or a HoldCo Shareholder but is not HoldCo or the Company, the sum of (A) such Person’s Membership Percentage and (B) the product of (x) HoldCo’s Membership Percentage and (y) such Person’s “HoldCo interest”;

(ii) “HoldCo interest” shall mean, with respect to a HoldCo Shareholder, the number of HoldCo Shares directly owned by such HoldCo Shareholder divided by the aggregate number of HoldCo Shares directly owned by all HoldCo Shareholders; and

(iii) “residual percentage” shall mean the residual of (A) one minus (B) the product of (x) HoldCo’s Membership Percentage and (y) the Company’s “HoldCo interest.”

For purposes of this Agreement, (i) reference to “GE’s Percentage Interest” shall include Percentage Interests held by wholly-owned

Affiliates of GE other than HoldCo and (ii) in order to avoid double counting, HoldCo's Percentage Interest is deemed to be zero.

**“Person”** means any natural person, joint venture, general or limited partnership, corporation, limited liability company, trust, firm, association or organization or other legal entity.

**“Profit”** and **“Loss”** means, for each Tax Year, an amount equal to the Company's taxable income or loss for such Tax Year, determined in accordance with Section 703(a) of the Code (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in taxable income or loss), but with the following adjustments:

- (i) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profit or Loss shall be added to such taxable income or loss;
- (ii) Any expenditures of the Company described in Section 705(a)(2)(B) of the Code or treated as expenditures described in Section 705(a)(2)(B) of the Code pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i) and not otherwise taken into account in computing Profit or Loss shall be subtracted from such taxable income or loss;
- (iii) In the event Gross Asset Value of any asset of the Company is adjusted pursuant to subparagraphs (ii), (iii), or (iv) of the definition of Gross Asset Value, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profit or Loss;
- (iv) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Tax Year;
- (v) Gain or loss resulting from any disposition of property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of (adjusted for accumulated Depreciation with respect to such property), notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value; and
- (vi) Notwithstanding any other provision of this definition, any items which are specially allocated pursuant to Section 8.01(c) or 12.05(b) hereof shall not be taken into account in computing net Profit or net Loss.

The amounts of items of Company income, gain, loss or deduction available to be specially allocated pursuant to Section 8.01(c) or 12.05(a) hereof shall be determined by applying rules analogous to those set forth in subparagraphs (i) through (v) above.

**“Public Market Value”** means (i) prior to an IPO, an amount equal to Fully Distributed Public Market Value and (ii) following an IPO, the aggregate common equity market value of the Company based on the average of the daily volume weighted average per share trading prices of Common Stock on the primary exchange or market on which it trades for the 20 trading days ending on the second trading day immediately preceding the closing of the applicable purchase transaction or such other date as provided in this Agreement.

**“Public Offering”** means an underwritten public offering of Registrable Securities pursuant to an effective registration statement under the Securities Act, other than pursuant to a registration statement on Form S-4 or Form S-8 or any similar or successor form.

**“Qualifying Public Offering”** means any Public Offering that is reasonably expected to yield gross proceeds that, when aggregated with the gross proceeds from any previous Public Offerings, equal at least \$1.5 billion.

**“Qualifying Securities”** means shares of Comcast common stock that are of any class or classes of Comcast’s choosing; *provided* that shares of such class or classes shall then be listed or traded on a national securities exchange or quoted on an inter-dealer quotation system.

**“Redemption Purchase Price”** means GE’s Percentage Interest of the Company being sold by GE, HoldCo and/or their respective Affiliates, as the case may be, multiplied by an amount equal to (i) 120% of Public Market Value less (ii) 50% of any Excess Amount. An example of the calculation of the Redemption Purchase Price is set forth on Exhibit A.

**“Registrable Securities”** means shares of Common Stock owned by Comcast, GE or any of their respective Affiliates; *provided* that Registrable Securities shall not include any such securities received in a transaction registered under the Securities Act. As to any particular securities referred to in the immediately preceding sentence, once issued, such securities shall cease to be Registrable Securities when (a) a registration statement with respect to the sale of such securities shall have become effective under the Securities Act and such securities shall have been disposed of in accordance with such registration statement, (b) they shall have been distributed to the public pursuant to Rule 144 under the Securities Act, (c) registration under the Securities Act is not required to permit the immediate disposition of such securities on any exchange on which such securities are listed or on any inter-dealer quotation system on which such

securities are quoted; *provided* that, notwithstanding the foregoing, such securities shall remain Registrable Securities until such time as the aggregate value of such securities held by Comcast and its Affiliates or GE and its Affiliates, as the case may be (based on the average closing sale price of such security on the principal exchange on which such security is listed or on the principal inter-dealer quotation system on which such security is quoted during the preceding ten trading days), first falls below \$1 billion, (d) they shall have been otherwise transferred, and new certificates for them not bearing a legend restricting further transfer shall have been delivered by the Company and subsequent public distribution of them shall not, in the opinion of counsel to the holders (or in the opinion of counsel to the Company, which counsel and opinion are reasonably satisfactory to the holders), require registration of them under the Securities Act, or (e) they shall have ceased to be outstanding.

**“Related Party Transaction”** means any transaction, agreement or arrangement (including any termination of, or modification of the terms of, any such transaction, agreement or arrangement other than pursuant to and in accordance with the terms of such transaction, agreement or arrangement) between (i) the Company or any of its Subsidiaries, on the one hand, and (ii) Comcast or any of its Affiliates, on the other hand, except: (A) any transaction, agreement or arrangement entered into pursuant to the Master Agreement, (B) any transaction, agreement or arrangement expressly contemplated by the Master Agreement and (C) any renewal or extension of any such transaction, agreement or arrangement pursuant to and in accordance with its terms.

**“Relevant Time”** means, with respect to a certification provided pursuant to Section 9.02(a), Section 9.03(b), Section 9.03(c), Section 9.06(a) or Section 9.08(b), the end of the last day of the most recent Tax Year ended prior to the date of such certification.

**“Roll-Up Purchase Price”** means, with respect to a Roll-Up Right, (x)(A) in the case of any of the Roll-Up Rights within the meaning of clauses (i) through (iii) of the definition of Roll-Up Right, the Redemption Purchase Price, (B) in the case of a Roll-Up Right within the meaning of clause (iv) of the definition of Roll-Up Right, the allocable portion of Public Market Value and (C) in the case of a Roll-Up Right within the meaning of clause (v) of the definition of Roll-Up Right, the ROFO Offer Price, in each case calculated with respect to all of HoldCo’s Membership Interests immediately prior to the exercise of such Roll-Up Right.

**“Roll-Up Right”** means each of (i) the First Comcast Purchase Right, (ii) the Fourth Comcast Purchase Right, (iii) to the extent it would give HoldCo and GE the right to sell all, but not less than all, of the remainder of GE’s Percentage Interest at such time, the Second HoldCo Redemption Right (including, for the avoidance of doubt, the Second HoldCo Redemption Right if Comcast waives the

limitations on its purchase obligation pursuant to Section 9.02(d) and elects to purchase the remainder of GE's Percentage Interest at such time), (iv) any Public Offering Purchase Right that would give Comcast the right to acquire securities representing all, but not less than all, of GE's Percentage Interest at such time and (v) any ROFO Offer that would give Comcast the right to acquire securities representing all, but not less than all, of the remainder of GE's Percentage Interest at such time.

**"Rule 144"** means Rule 144 (or any successor provisions) under the Securities Act.

**"Satellite Business"** means the business of operating satellites and provision of satellite communication services and related businesses in the satellite business sector, including the following GE businesses and/or investments: Sat-GE Limited, Asia Satellite Telecommunications Holdings Limited, SatLynx Holdings S.a.r.l., Star One S.A. and Orbcomm, Inc.

**"Securities Act"** means the Securities Act of 1933, as amended.

**"Securities Activities"** means any activities, functions or services (without regard to where such activities, functions or services actually occur) subject to any Law governing, regulating or pertaining to the sale, distribution or underwriting of securities or the provision of investment management, financial advisory or similar services.

**"Significant Investment"** means an investment with a purchase price in excess of \$500 million. To the extent that as a result of the investment the consolidated Debt of Comcast would increase, the purchase price for such investment shall be deemed to include a *pro rata* portion (corresponding to the percentage of the business or entity acquired pursuant to the investment) of the value of such incremental Debt.

**"Stand-alone Competing Business Acquisition"** means an acquisition of or an investment in a Company Principal Business or Company Principal Businesses in a transaction which does not also involve an acquisition of or an investment in a business that is not a Company Principal Business.

**"Subsidiary"** of any specified Person means (x) any other Person of which such first Person owns (either directly or through one or more other Subsidiaries) a majority of the outstanding Equity Securities or securities carrying a majority of the voting power in the election of the board of directors or other governing body of such Person and with respect to which entity such first Person is not otherwise prohibited contractually or by other legally binding authority from exercising control or (y) any other Person with respect to which such first Person acts as the sole general partner, manager, managing member or trustee (or



Persons performing similar functions); *provided* that notwithstanding anything to the contrary contained herein, including any sale of HoldCo Shares in accordance with the terms of this Agreement, (i) so long as GE or any of its Subsidiaries continues to control HoldCo, HoldCo shall be deemed a Subsidiary of GE, (ii) HoldCo shall not be deemed a Subsidiary of Comcast, the Company or any of their respective Subsidiaries and (iii) the Company and its Subsidiaries shall not be deemed to be Subsidiaries of Comcast, GE or HoldCo.

**“Tax Matters Agreement”** means the agreement, dated as of December 3, 2009, by and among Comcast, GE, NBCU, the Company, HoldCo and the other parties that may from time to time become parties thereto, with respect to certain tax matters, as it may be amended from time to time in accordance therewith.

**“Tax Year”** means (i) the fiscal year of the Company determined pursuant to Section 7.01 or (ii) if after the date of this Agreement, the taxable year is required by the Code or the Treasury Regulations promulgated thereunder to be a period other than the period described in clause (i), then each period that is the taxable year of the Company determined in accordance with the requirements of the Code or the Treasury Regulations promulgated thereunder; *provided* that (i) in the case of a dissolution, Tax Year means the period from the day after the end of the most recently ended Tax Year until the dissolution of the Company and (ii) for purposes of making allocations of Profit and Loss, Tax Year means any portion of a taxable year of the Company to the extent required to comply with Section 706 of the Code or the Treasury Regulations promulgated thereunder. For the avoidance of doubt, Tax Year shall include any portion of a taxable year of the Company with respect to which the allocation of Profit and Loss is determined based on a “closing of the books.”

**“Threshold”** means, with respect to Comcast, Significant Investments in Company Principal Businesses after the date hereof by Comcast and its Affiliates with an aggregate purchase price of \$6 billion; *provided* that on each anniversary of the date hereof, commencing on the fourth anniversary of the date hereof, such Threshold shall increase by 5% of the Threshold as in effect as of immediately prior to such increase.

**“Transaction Agreements”** has the meaning set forth in the Master Agreement.

**“Transfer”** means directly or indirectly (whether by merger, operation of law or otherwise) to sell, transfer, assign or otherwise dispose of any direct or indirect economic, voting or other rights in or to a Membership Interest, including by means of the Transfer of an interest in a Person that directly or indirectly holds such Membership Interest; *provided* that a merger of, an acquisition of Equity Securities in, or a sale of substantially all of the assets of, either Comcast or GE

(or any of their publicly-traded successors, including any successor by acquisition) with, by or to a third party will not be deemed to be a Transfer of any Membership Interest or HoldCo Shares. **“Transferred”** and **“Transferring”** shall have correlative meanings.

**“Treasury Regulations”** means the regulations promulgated under the Code as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

**“Weather Channel Business”** means the business conducted by BBN Holdings and its Subsidiaries.

**“Weather Channel Stockholders Agreement”** means the Stockholders Agreement among BBN Holdings, BBN Intermediate Holdings, Inc., BBN Acquisitions, Inc. and Certain Stockholders of BBN Holdings, Inc. and BBN Intermediate Holdings, Inc., dated as of September 12, 2008, as amended.

**“Whole Board”** means, at any time, the total number of Directors (including any vacant seats) comprising the Board at such time.

(m) Each of the following terms is defined in the Section set forth opposite such term:

<u>Term</u>	<u>Section</u>
Additional Member	9.11(a)
Additional Capital Contribution	3.02(b)
Arm’s Length Terms	10.02(a)
Audited Financial Statements	11.01(a)
Audit Opinion	11.01(a)
Back-End Transaction	9.08(a)
Budget and Forecasting Reports	11.03(a)
Capital Account	3.05(a)
Certificate of Formation	Recitals
Comcast	Preamble
Comcast Proposed Transfer	9.14(d)
Comcast Purchase Rights	9.03(e)
Comcast Third Party Acquirer	9.14(a)
Common Stock	10.04(a)
Company	Preamble
Competing Business Offer	10.06(a)
Confidential Information	10.01(b)
Covered Persons	6.01(b)
Credit Facilities	1.01
Director	5.01(a)
Drag-Along Notice	9.10(c)

<u>Term</u>	<u>Section</u>
Drag-Along Right	9.10(a)
Drag-Along Sale	9.10(a)
Exercise Notice	9.04(a)
First Comcast Purchase Right	9.03(a)
First HoldCo Redemption Right	9.02(a)
Fourth Comcast Purchase Right	9.03(d)
Fully Distributed Public Market Value	9.05(a)
GE	Preamble
GE Annual Statement	11.04
GE Proposed Transfer	9.14(d)
HoldCo	Preamble
HoldCo Redemption Rights	9.02(b)
Holding	10.04(a)
Indemnified Party	9.14(a)
Indemnifiable Taxes	9.14(a)
Initial Appraisers	9.05(b)
Initial Capital Contribution	3.01
Initial Comcast Member(s)	Preamble
Initial GE Member	Preamble
IPO Purchase Right	9.03(e)
Issuance Notice	3.07(a)
Liquidating Agent	12.04
Master Agreement	Recitals
Offering Period	10.06(b)
Preemptive Rights Exercise Notice	3.07(b)
Public Market Valuation Methodology	9.05(c)
Public Offering Purchase Right	9.03(e)
Purchase Representative	9.04(a)
Representatives	10.01(b)
ROFO Notice	9.06(a)
ROFO Offer	9.06(a)
ROFO Offer Price	9.06(a)
RPT Dispute Notice	10.02(d)
RPT Dispute Representative	10.02(e)
RPT Notice	10.02(b)
Rule 144 Sale	9.07(a)
Rule 144 Sale Notice	9.07(a)
Rule 144 Offer	9.07(a)
Rule 144 Offer Price	9.07(a)
Second Comcast Purchase Right	9.03(b)
Second HoldCo Redemption Right	9.02(b)
Specified Representations	9.04(c)
SpinCo	9.01(b)

<u>Term</u>	<u>Section</u>
Tag-Along Acceptance Notice	9.09(c)
Tag-Along Notice	9.09(a)
Tag-Along Right	9.09(b)
Tag-Along Sale	9.09(a)
Tax Claim	9.14(b)
Tax Matters Member	7.05(c)
Third Comcast Purchase Right	9.03(c)
Third Party Acquirer	9.01(b)

Section 1.02. *Other Definitional and Interpretative Provisions.* The words “hereof”, “herein” and “hereunder” and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. References to Articles, Sections, Exhibits and Schedules are to Articles, Sections, Exhibits and Schedules of this Agreement unless otherwise specified. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Exhibit or Schedule but not otherwise defined therein shall have the meaning as defined in this Agreement. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. Whenever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation”, whether or not they are in fact followed by those words or words of like import. “Writing”, “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. All references to a particular statute or other Law shall be deemed to include all rules and regulations thereunder in effect from time to time. References to any Person include the successors and permitted assigns of that Person. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively.

## ARTICLE 2

### ORGANIZATIONAL MATTERS AND GENERAL PROVISIONS

Section 2.01. *Formation.* (a) The Company was formed as a Delaware limited liability company on November 12, 2009 by the filing of the Certificate of Formation in the office of the Secretary of State of the State of Delaware pursuant to the Act and the adoption of the Original LLC Agreement. The Members desire to continue the Company for the purposes and upon the terms and conditions set forth herein.

(b) The Company shall initially have one class of interests, which shall have equal rights and preferences in the assets of the Company except as otherwise expressly provided herein. A Membership Interest shall for all purposes be personal property. Each Membership Interest shall constitute a “security” within the meaning of, and governed by, (i) Article 8 of the Uniform Commercial Code (including Section 8-102(a)(15) thereof) as in effect from time to time in the State of Delaware, and (ii) Article 8 of the Uniform Commercial Code of any other applicable jurisdiction that now or hereafter substantially includes the 1994 revisions to Article 8 thereof as adopted by the American Law Institute and the National Conference of Commissioners on Uniform State Laws and approved by the American Bar Association on February 14, 1995.

(c) Upon the execution and delivery of this Agreement or a counterpart to this Agreement, each of the Initial Comcast Members shall be admitted, with effect as of the date hereof, as a Member and, upon the consummation of the transaction described in Section 2.04 of the Master Agreement, each of the Initial Comcast Members and the Initial GE Member shall hold a number of Membership Interests representing the Membership Percentages set forth on Schedule 4.01 hereto. The Initial Comcast Members and the Initial GE Member each hereby (i) acknowledges the receipt (either by initial issuance or Transfer of Membership Interests) on the date hereof of the number of Membership Interests indicated on Schedule 4.01 hereto, (ii) consents to the Transfer of Membership Interests from the Initial GE Member to the Initial Comcast Members in accordance with Section 2.04 of the Master Agreement (which Transfer shall be deemed exempted from the provisions of Article 9 hereof) and (iii) agrees that the Initial Comcast Members are admitted as Members with respect to such Transferred Membership Interests.

(d) This Agreement amends, restates and supersedes in its entirety the Original LLC Agreement.

Section 2.02. *Name.* The name of the Company as of the date hereof is “Navy, LLC” and its business shall be carried on in this name with such variations and changes or in such other trade names as the Board deems necessary or appropriate. The Board shall have the power at any time to change the name of the Company in its sole discretion.<sup>2</sup>

Section 2.03. *Principal Place of Business.* The principal place of business of the Company shall be located at such location as the Board may

---

<sup>2</sup> The parties intend to change, immediately after the Closing, the name of NBC Universal, LLC to a different name to be selected and the name of the Company to “NBC Universal, LLC”.

determine from time to time. The Company may also maintain such other office or offices at such other locations as the Board may determine from time to time.

Section 2.04. *Registered Agent.* The Company's registered agent and office in Delaware shall be Comcast Capital Corporation, 1201 N. Market Street, Suite 1000, Wilmington, Delaware 19801. At any time, the Board may designate another registered agent and/or registered office.

Section 2.05. *Purpose and Powers of the Company.* (a) The Company is formed for the object and purpose of engaging in any and all lawful activities permitted under the Act and within the scope of the definition of Business or otherwise conducted by the Contributed Businesses (as defined in the Master Agreement) as of the date hereof, without geographic restriction of any kind, as well as in any and all other activities ancillary thereto (including extensions or modifications thereof in light of technological, market or business developments) or as contemplated by the Transaction Agreements.

(b) Subject to the terms and conditions of this Agreement, the Company shall have the power and authority to take any and all actions that limited liability companies may take under the Act and that are necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purposes set forth in this Section 2.05. Without limiting the foregoing, the Company may in furtherance of its business and operations carry out its objectives and accomplish its purposes as principal or agent, directly or indirectly, alone or with associates, or as a member, stockholder, partner or participant in any firm, association, trust, corporation, partnership or other entity.

(c) The Company shall do all things necessary to maintain its limited liability company existence separate and apart from each Member and any Affiliate of any Member, including holding regular meetings of the Board and maintaining its books and records on a current basis separate from that of any Affiliate of the Company or any other Person.

Section 2.06. *Term.* The term of the Company commenced on the date the Certificate of Formation was filed in the office of the Secretary of State of the State of Delaware and shall continue in full force and effect in perpetuity; *provided* that the Company may be dissolved in accordance with the provisions of this Agreement and the Act.

Section 2.07. *Filings; Qualification in Other Jurisdictions.* The Company shall prepare, following the execution and delivery of this Agreement, any documents required to be filed or, in the Board's or an authorized executive officer's view, appropriate for filing under the Act, and the Company shall cause each such document to be filed in accordance with the Act, and, to the extent required by Law, to be filed and recorded, and/or notice thereof to be published,

in the appropriate place in each jurisdiction in which the Company may hereafter establish a place of business. The Board may cause or authorize an executive officer to cause the Company to be qualified or registered under assumed or fictitious name statutes or similar Laws in any jurisdiction in which the Company transacts business where the Company is not currently so qualified or registered. Each executive officer shall execute, deliver and file any such documents (and any amendments and/or restatements thereof) necessary for the Company to accomplish the foregoing. The Board may appoint any other authorized persons to execute, deliver and file any such documents.

Section 2.08. *Company Property.* All property of the Company, both tangible and intangible, shall be deemed to be owned by the Company as an entity. A Member has no interest in specific Company property.

Section 2.09. *Transactions with Members and Directors.* Subject to the terms and conditions of this Agreement (including Section 10.02), any Member or Director may lend money to, borrow money from, act as a surety, guarantor or endorser for, guarantee or assume one or more obligations of, provide collateral for, and transact other business with the Company and, subject to applicable Law and the terms and conditions of this Agreement, shall have the same rights and obligations with respect to such matter as a Person who is not a Member or Director, and any Member and the members, shareholders, partners and Affiliates thereof shall be able to transact business or enter into agreements with the Company to the fullest extent permissible under the Act.

Section 2.10. *Uncertificated Membership Interests.* Membership Interests shall be in uncertificated form.

### ARTICLE 3

#### CAPITAL CONTRIBUTIONS AND PREEMPTIVE RIGHTS

Section 3.01. *Initial Capital Contributions.* In connection with the transactions contemplated by the Master Agreement, the Initial Comcast Members and Initial GE Member have made the contributions (each of which shall constitute an “**Initial Capital Contribution**”) of their respective Contributed Businesses (as defined in the Master Agreement) at the Closing.

Section 3.02. *Additional Capital Contributions.* (a) From and after the Closing, no Member shall be required or permitted to make any additional capital contributions (other than Initial Capital Contributions) to the Company except as provided in this Article 3.

(b) Subject to Sections 3.07 and 4.10(a), in addition to the Initial Capital Contributions, Members may from time to time make capital contributions to the

Company (each, an “**Additional Capital Contribution**”) at such times and in such amounts as the Board may determine to offer to or accept from the Members.

Section 3.03. *Issuance of Membership Interests.* (a) No Membership Interests or other equity interests shall be issued in respect of any Additional Capital Contribution until such Additional Capital Contribution is actually made. All Membership Interests in respect of the Initial Capital Contributions are hereby duly issued on the date of this Agreement and no additional Membership Interests shall be issued by the Company after the date of this Agreement in respect of any Initial Capital Contributions.

(b) Subject to Sections 3.07 and 4.10(a), the Board may authorize the Company to issue additional Membership Interests and/or create and issue new series, types or classes of equity interests in the Company with such voting powers, full or limited, or no voting powers, and such designations, preferences and relative, participating, optional or other special rights, and qualifications, limitations or restrictions thereof as the Board may determine and authorize, obligations, evidences of indebtedness or other securities or interests of the Company convertible or exchangeable into Membership Interests or other equity interests in the Company and warrants, options or other rights to purchase or otherwise acquire Membership Interests or other equity interests in the Company, in each case to any Person in such amounts and on such terms as so approved by the Board; *provided* that any such issuance will be made only in exchange for payment of fair market value for such interest, as determined in the reasonable good faith judgment of the Board, and *provided, further*, that an issuance of equity interests in the Company, such as warrants or rights to acquire Membership Interests, on customary commercial terms in connection with a bona fide debt financing or other commercial arrangement need not comply with the requirement set forth in the immediately preceding proviso so long as such arrangement as a whole has been approved by the Board. The Company may issue whole or fractional Membership Interests or other equity interests in the Company. In the event the Company issues any equity interests other than Membership Interests, this Agreement will be appropriately amended to reflect the terms of such other equity interests and the issuance thereof.

Section 3.04. *Withdrawal of Capital.* (a) No Member shall be entitled to withdraw any part of its Capital Contributions or to receive any distribution from the Company, except as expressly provided herein. Under circumstances requiring the return of any Capital Contribution, no Member shall have the right to demand or receive property other than cash. No Member shall have the right to cause the sale of any Company asset. No Member shall have any right to receive any salary or draw with respect to its Capital Contributions or its Capital Account or for services rendered on behalf of the Company or otherwise in its capacity as a Member.



(b) No Member shall have any liability for the return of the Capital Contributions of any other Member. Except as otherwise required by Law, no Member shall be required to make up a negative balance in its Capital Account. No Member shall have priority over any other Member either as to the return of the amount of such Member's Capital Contributions or as to any allocation of any item of income, gain, loss, deduction or credit of the Company (except to the extent granted by Company Securities hereinafter approved by the Board pursuant to Section 3.03(b), subject to Section 4.10(a)).

Section 3.05. *Capital Accounts.*

(a) A capital account (a "**Capital Account**") shall be maintained for each Member in accordance with the requirements of Section 704(b) of the Code and the Treasury Regulations promulgated thereunder. The Capital Account of each such Member shall be equal to the amount of the Capital Contributions made by such Member in exchange for such Member's Membership Interests, and thereafter adjusted as follows:

(i) *increased* by the Additional Capital Contributions made by such Member after the date of this Agreement with respect to such Membership Interests;

(ii) *increased* by items of income or gain which are allocated to such Member with respect to such Membership Interest under Article 8 and Article 12;

(iii) *decreased* by the items of loss and deduction which are allocated to the Member in respect of such Membership Interests under Article 8 and Article 12; and

(iv) *decreased* by the amount of any cash and the Gross Asset Value of any asset of the Company distributed to such Member in respect of such Membership Interests (net of any liability assumed by the Member or to which the distributed property is subject).

(b) Upon a Transfer of any Membership Interest in accordance with the terms of this Agreement, the transferee Member shall succeed to the Capital Account of the transferor which is attributable to such Membership Interest.

(c) The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts shall be applied in accordance with Treasury Regulations Sections 1.704-1(b) and 1.704-2.

Section 3.06. *No Interest.* No interest shall be paid on Capital Contributions or on the balance in a Member's Capital Account.

Section 3.07. *Preemptive Rights.* (a) The Company shall give Comcast and HoldCo written notice (an “**Issuance Notice**”) of any proposed issuance by the Company of any Company Securities at least 20 Business Days prior to the proposed issuance date. The Issuance Notice shall specify the price at which such Company Securities are to be issued and the other material terms of the issuance (including the terms of the Company Securities proposed to be issued). Subject to Sections 3.07(f) and 4.10(a)(viii), each of Comcast and HoldCo shall be entitled to purchase (or to cause its Subsidiaries to purchase or, in the case of HoldCo, to assign to GE or its Subsidiaries the right to purchase) up to its respective Percentage Interest (or, in the case of HoldCo, GE’s Percentage Interest) of the Company Securities proposed to be issued, at the price and on the terms specified in the Issuance Notice; *provided* that if any HoldCo Shares have previously been sold to the Company in accordance with the terms of this Agreement, neither HoldCo nor any of its Subsidiaries shall purchase any such Company Securities.

(b) Subject to Section 3.07(a), if Comcast or HoldCo desires to purchase or to have any of its Affiliates purchase any or all of its Percentage Interest (or, in the case of HoldCo, GE’s Percentage Interest) of the Company Securities specified in the Issuance Notice, it shall deliver a written notice to the Company (each a “**Preemptive Rights Exercise Notice**”) of its election to purchase such Company Securities within ten Business Days of receipt of the Issuance Notice. The Preemptive Rights Exercise Notice shall specify the number (or amount) of Company Securities to be purchased by such party or its Affiliates and shall constitute exercise by such party of its rights under this Section 3.07 and a binding agreement of such party or such party’s applicable Affiliates to purchase, at the price and on the terms specified in the Issuance Notice, the number of shares (or amount) of Company Securities specified in the Preemptive Rights Exercise Notice with such purchase to be consummated as promptly as reasonably practicable. If, at the termination of such ten Business-Day period, Comcast or HoldCo shall not have delivered a Preemptive Rights Exercise Notice to the Company, such party shall be deemed to have waived all of its rights under this Section 3.07 with respect to the purchase of such Company Securities. Promptly following the termination of such ten Business Day period, the Company shall deliver to each of Comcast and HoldCo a copy of any Preemptive Rights Exercise Notice it has received from the other party.

(c) If Comcast or HoldCo fails to exercise its preemptive rights under this Section 3.07 or elects to exercise such rights with respect to less than its Percentage Interest (or, in the case of HoldCo, GE’s Percentage Interest) of the issuance and the other party has exercised its rights under this Section 3.07 with respect to its entire Percentage Interest, the other party shall be entitled to purchase from the Company any or all of the remaining portion of the issuance.

(d) Subject to Section 4.10(a)(viii), the Company shall have 90 days from the date of the Issuance Notice to consummate the proposed issuance of any

or all of such Company Securities that Comcast or HoldCo have not elected to purchase at a price equal to or greater than the price specified in the Issuance Notice and otherwise upon terms that are not less favorable to the Company than those specified in the Issuance Notice; *provided* that, if such issuance is subject to regulatory approval, such 90-day period shall be extended until the expiration of five Business Days after all such approvals have been received, but in no event later than 180 days from the date of the Issuance Notice. If the Company proposes to issue any such Company Securities after such 90-day (or longer, as permitted by the preceding sentence) period, it shall again comply with the procedures set forth in this Section 3.07.

(e) At the consummation of the issuance of such Company Securities, subject to Section 2.10, the Company shall, if necessary or desirable, issue certificates or other appropriate instruments representing the Company Securities to be purchased by each party exercising preemptive rights pursuant to this Section 3.07 registered in the name of such party, against payment by such party of the purchase price for such Company Securities in accordance with the terms and conditions as specified in the Issuance Notice.

(f) Notwithstanding the foregoing, neither Comcast nor HoldCo shall be entitled to purchase Company Securities as contemplated by this Section 3.07 in connection with issuances of Company Securities (i) to employees of the Company or any of its Subsidiaries pursuant to employee benefit plans or arrangements approved by the Board (including upon the exercise of employee stock options granted pursuant to any such plans or arrangements), (ii) in connection with any bona fide, arm's length restructuring or refinancing of outstanding debt of the Company or any of its Subsidiaries, (iii) as consideration in a bona fide, arm's-length direct or indirect merger, acquisition or similar transaction, (iv) pursuant to an IPO or (v) that are Equity Securities as described in the second proviso of Section 3.03(b). The Company shall not be obligated to consummate any proposed issuance of Company Securities, nor be liable to any Member if the Company has not consummated any proposed issuance of Company Securities, pursuant to this Section 3.07 for whatever reason, regardless of whether it shall have delivered an Issuance Notice or received any Preemptive Rights Exercise Notices in respect of such proposed issuance.

(g) If GE or any of its Affiliates (other than HoldCo or any of its Subsidiaries) acquires Membership Interests pursuant to the exercise of HoldCo's preemptive rights under this Section 3.07, notwithstanding any provision set forth in this Agreement that GE only sell or cause to be sold HoldCo Shares (as opposed to Membership Interests) in connection with a particular transaction, GE will be permitted and, if such provision requires GE to sell or cause to be sold securities representing the remainder of its Percentage Interest, required to sell such Membership Interests in connection with such transaction.

- (h) This Section 3.07 shall terminate upon an IPO.

#### ARTICLE 4

##### CERTAIN RIGHTS AND OBLIGATIONS OF MEMBERS

Section 4.01. *Members.* The Members of the Company and the HoldCo Shareholders, and their respective numbers of Membership Interests, Membership Percentages, Percentage Interests, initial Capital Account balances, share of Profits and Losses, each as applicable, and addresses and other contact information for purposes of Section 13.12, are listed on Schedule 4.01 attached hereto. The Company shall amend Schedule 4.01 from time to time promptly following any changes in any of such information in accordance with the terms of this Agreement. No Person may be a Member without the ownership of a Membership Interest. The Members shall have only such rights and powers as are granted to them pursuant to the express terms of this Agreement and the Act.

Section 4.02. *No Action on Behalf of the Company; No Dissent Rights.* No Member (in its capacity as such) shall, without the prior written approval of the Board, have any authority to take any action on behalf of or in the name of the Company, or to enter into any commitment or obligation binding upon the Company, except for actions expressly authorized by the terms of this Agreement. No Member (in its capacity as such) shall be entitled to any rights to dissent or seek appraisal with respect to any transaction, including the merger or consolidation of the Company with any Person (but, for the avoidance of doubt, HoldCo shall have consent rights to the extent set forth in Section 4.10(a)).

Section 4.03. *No Right to Withdraw.* Except in connection with the Transfer of Membership Interests in accordance with the terms of this Agreement such that the Transferring Member no longer holds any Membership Interests, no Member shall have any right to voluntarily resign or otherwise withdraw from the Company without the prior written consent of the Company and each of Comcast and HoldCo. A resigning Member shall only be entitled to receive amounts approved by the Board on the terms and conditions set forth by such Board. A resigning Member shall not be entitled to a distribution of the fair value of its Membership Interests under Section 18-604 of the Act.

Section 4.04. *Member Meetings.* A meeting of the Members for any purpose or purposes may be called at any time by the Board. At a meeting, no business shall be transacted and no action shall be taken other than that stated in the notice of the meeting unless all Comcast Members and HoldCo are present at such meeting and agree that other business not stated in the notice of the meeting can be transacted.

Section 4.05. *Notice of Meetings.* Written notice stating the place, day and hour of every meeting of the Members and the purpose or purposes for which the meeting is called shall be mailed not less than five nor more than 15 Business Days before the date of the meeting (or if sent by facsimile, not less than five Business Days before the date of the meeting), in either case to each Member entitled to vote at such meeting, at its address maintained in the records of the Company by the Company's Secretary. Such further notice shall be given as may be required by Law, but meetings may be held without notice if all the Members entitled to vote at the meeting are present in person or represented by proxy or if notice is waived in writing by those not present, either before or after the meeting. Presence at a meeting by a Member shall constitute a waiver of any deficiency of notice, except when a Member attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not called or convened in accordance with this Agreement.

Section 4.06. *Quorum; Telephonic Meetings.* (a) Provided that notice of the meeting has been given in accordance with Section 4.05, Members holding a majority of the outstanding Membership Interests (including, subject to the last sentence of this Section 4.06, HoldCo) entitled to vote with respect to the business to be transacted, who shall be present or represented by proxy at any meeting duly called, shall constitute a quorum for the transaction of business. If less than a quorum shall be in attendance at the time for which a meeting shall have been called, the meeting may be adjourned from time to time by a majority of the Members present or represented by proxy and the Company shall promptly give notice of when the meeting will be reconvened. If a meeting is adjourned due to a lack of a quorum, and the sole reason for such lack was the failure of HoldCo to be present, then, if the reconvened meeting is held at least 24 hours after the meeting at which a quorum was not present, then at such reconvened meeting, a quorum shall consist of Members holding a majority of the outstanding Membership Interests entitled to vote with respect to the business to be transacted, irrespective of whether HoldCo is present at such meeting.

(b) Members may participate in meetings of the Members by means of conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other. Participation in a telephonic meeting pursuant to this Section 4.06(b) shall constitute presence at such meeting for purposes of Section 4.06(a) and shall constitute a waiver of any deficiency of notice, except when a Member attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not called or convened in accordance with this Agreement.

Section 4.07. *Voting.* (a) At any meeting of the Members, each Member entitled to vote on any matter coming before the meeting shall, as to such matter, have a vote, in person, by telephone or by proxy, equal to the number of

Membership Interests held in its name on the relevant record date established pursuant to Section 4.09. All Membership Interests shall constitute a single class and group of Equity Securities of the Company and the holders of Membership Interests shall vote together as a single class and group of Members.

(b) When a quorum is present, the affirmative vote or consent of Members holding a majority of the outstanding Membership Interests present in person or represented by proxy at a duly called meeting and entitled to vote on the subject matter shall constitute the act of the Members. Every proxy shall be in writing, dated and signed by the Member entitled to vote or its duly authorized attorney-in-fact.

(c) Except as otherwise provided in this Agreement in respect of any class or series of interests in the Company created and issued after the date of this Agreement in accordance with the terms of this Agreement, no class or series of such interests, other than the Membership Interests, shall have any voting rights whatsoever, and no Member shall have any right to vote with respect to any business or matter to be voted or acted upon by the Members by virtue of its ownership of any such interests in the Company other than the Membership Interests.

Section 4.08. *Action Without a Meeting.* Notwithstanding Section 4.07(b), on any matter requiring an approval or consent of Members under this Agreement or the Act at a meeting of Members, the Members may take such action without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote thereon.

Section 4.09. *Record Date.* For the purpose of determining Members entitled to notice of or to vote at any meeting of Members, or entitled to receive a payment of any kind, or in order to make a determination of Members for any other proper purpose, the Board may fix in advance a date as the record date for any such determination of Members, such date in any case to be not more than 70 days prior to the date on which the particular meeting or action, requiring such determination of such Members, is to be held or taken. If no record date is fixed for the determination of Members entitled to notice of or to vote at a meeting of Members, or Members entitled to receive payment of a distribution, the date on which notices of the meeting are mailed or faxed or the date on which the resolution of the Board declaring such distribution is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section 4.09, such determination shall apply to any adjournment thereof unless the Board fixes a new record date, which it shall do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting.

Section 4.10. *Member Approval Rights.* (a) Except as expressly contemplated by this Agreement or any of the other Transaction Agreements, the Company shall take no action (including any action by the Board or any committee of the Board) after the date hereof with respect to any of the following matters without the prior written consent of HoldCo, for so long as GE's Percentage Interest is at least 20% (calculated in accordance with Section 4.10(d)):

(i) any acquisition of, or merger, consolidation, reorganization or other business combination involving, the Company which results in a Member and its Affiliates having aggregate Percentage Interests greater than the aggregate Percentage Interests of the Comcast Members;

(ii) any acquisition (whether by merger, consolidation or otherwise) of Equity Securities or any other investment in any third-party business (including through a purchase of assets) by the Company or any of its Subsidiaries such that after giving effect to such acquisition or other third-party investment the Company and its Subsidiaries will have made acquisitions and third-party investments with an aggregate purchase price in excess of \$500 million (it being understood that, to the extent that as a result of any such acquisition or other third-party investment the consolidated Debt of the Company increased or will increase, the purchase price for such acquisition or other third-party investment shall be deemed to have included or include a *pro rata* portion (corresponding to the percentage of the business or entity acquired pursuant to such acquisition or other third-party investment) of the value of such incremental Debt); *provided* that if (x) Comcast, GE or any of their respective Subsidiaries agreed, prior to the date of this Agreement, to any acquisition of Equity Securities or other investment in any third-party business in accordance with the provisions of the Master Agreement, (y) such acquisition or other third-party investment is not consummated until after the date of this Agreement and (z) the right to acquire such Equity Securities or other third-party investment is contributed to the Company or any of its Subsidiaries in accordance with the terms of the Master Agreement, then the purchase price for such acquisition or other third-party investment shall be disregarded when determining whether such \$500 million threshold has been exceeded;

(iii) to the fullest extent permitted by Law, any liquidation, dissolution, winding up, commencement of or consent to bankruptcy, insolvency, liquidation or similar proceedings with respect to the Company or any of its principal Subsidiaries;

(iv) any material expansion of the purpose of the Company (including any material expansion of the scope of the activities included in

the definition of Business as of the date hereof) as set forth in Section 2.05;

(v) (x) any declaration of any dividend on or the making of any distribution (other than distributions by the Company pursuant to Section 8.02(a)(i)) with respect to, or (y) the redemption, repurchase or other acquisition of, any Equity Securities of the Company; *provided* that the consent right of HoldCo pursuant to subclause (x) of this clause (v) shall not be required (A) if the Second HoldCo Redemption Right is not exercised, from and after the expiration of the exercise period applicable to such HoldCo Redemption Right or (B) if such HoldCo Redemption Right is exercised, from and after the closing in respect of such HoldCo Redemption Right;

(vi) any creation, incurrence, or assumption of Debt by the Company or any of its Subsidiaries, including the Debt of any Subsidiary acquired by the Company or any of its Subsidiaries that will be included in the consolidated Debt of the Company, in an amount such that, after giving effect to such creation, incurrence or assumption, the ratio of the Company's consolidated Debt to the Company's consolidated EBITDA for the most recent twelve month period for which consolidated EBITDA has been determined as of the date of creation, incurrence or assumption of such Debt would exceed 2.75;

(vii) any loans or advances to or guarantees for the benefit of any Person (other than a wholly-owned Subsidiary), other than (A) any loan, advance or guarantee in the ordinary course of business of the Company and its Subsidiaries and (B) any loan, advance or guarantee that does not exceed \$150 million individually; or

(viii) any creation, authorization, increase in the authorized amount or issuance of any Equity Securities of the Company other than issuances of shares of Common Stock in a Public Offering effected after the Comcast Transfer Date.

(b) Prior to the three and one half year anniversary of the Closing Date, the Company shall take no action (including any action by the Board or any committee of the Board) after the date hereof with respect to the appointment of the Chief Executive Officer of the Company without the prior written consent of HoldCo; *provided* that approval of HoldCo shall not be required to appoint a new Chief Executive Officer if in connection therewith a majority of the Board has previously approved two candidates but neither of such candidates has been appointed by virtue of the failure of HoldCo to approve such candidate.



(c) For the avoidance of doubt, and notwithstanding any other provision of this Agreement and any duty otherwise existing at Law or in equity, to the fullest extent permitted by Law, in connection with the exercise of consent rights pursuant to Section 4.10(a), HoldCo may consider its own best interests (or that of its Affiliates) when determining whether or not to consent and shall in no event be deemed to have any duty (including any fiduciary duty) to any Members or to the Company with respect to any such consent or withholding of consent. Except as otherwise required by Law, the Company shall not be required to hold any meeting of Members or obtain any action by written consent of the Members in order for consents obtained directly by the Company from HoldCo to be valid for purposes of Section 4.10(a).

(d) For the purposes of calculating GE's Percentage Interest for the purposes of the thresholds set forth in Sections 4.10(a), 5.01(b), 5.01(c), 5.01(j), 5.02, 5.10, 9.01(b)(iv)(x) and 10.06, newly issued primary shares of Common Stock issued in Public Offerings effected after the Comcast Transfer Date shall be disregarded.

Section 4.11. *Reimbursements.* To the extent not inconsistent with or otherwise addressed by another provision of any Transaction Agreement to which a Member is a party, the Company shall reimburse the Members for all ordinary and necessary out-of-pocket expenses incurred by the Members on behalf of the Company but only if such expenses were authorized by or under the authority of the Board. Such reimbursement shall not be deemed to constitute a distribution or return of capital to any Member.

Section 4.12. *Partition.* Each Member waives any and all rights that it may have to maintain an action for partition of the Company's property.

Section 4.13. *Liability.* Except as otherwise set forth herein or in the Master Agreement, or as required by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member, Director or Company officer shall be obligated personally for any such debt, obligation or liability of the Company or for any losses of the Company solely by reason of being a Member or acting as a Director or Company officer.

## ARTICLE 5

### BOARD AND OFFICERS

Section 5.01. *Board.* (a) The property, affairs and business of the Company shall be managed by or under the direction of the Board, except as otherwise expressly provided in this Agreement. The Board shall be made up of the number of individuals (who need not be Members) (each, a "**Director**") as

specified in this Agreement. Each Director shall be a “manager” (as such term is defined in the Act) of the Company but, notwithstanding the foregoing, no Director shall have any rights or powers beyond the rights and powers granted to such Director in this Agreement.

(b) Prior to an IPO, the Board shall be made up of five Directors and:

(i) HoldCo shall have the right to designate a number of Directors equal to (x) for so long as GE’s Percentage Interest is at least 20%, two Directors and (y) for so long as GE’s Percentage Interest is at least 10% but less than 20%, one Director; and

(ii) the Comcast Members shall collectively have the right to designate the remaining Directors.

(c) Following an IPO, the Board shall consist of the number of Directors determined by the Board from time to time. Following an IPO, for so long as the Comcast Members’ aggregate Percentage Interests are greater than GE’s Percentage Interest, each of GE and each of the Comcast Members agrees to vote, or cause to be voted, its shares of Common Stock and any shares of Common Stock held by any of its Subsidiaries in any election of Directors in favor of any slate of Directors proposed by the Company consisting of:

(i) at least three Independent Directors (who shall be designated by the Board),

(ii) for so long as GE’s Percentage Interest is at least 10%, a number of Directors designated by GE equal to the product of GE’s Percentage Interest multiplied by the number of Directors constituting the Whole Board (rounded up or down to the nearest whole number of Directors but which number shall not be less than one), and

(iii) the remaining Directors designated collectively by the Comcast Members, which number of Directors shall not be fewer than the minimum number of Directors necessary to constitute a majority of the Whole Board.

(d) The Comcast Members and HoldCo shall be entitled to select their respective designees to the Board in their discretion from the management of their ultimate parent Affiliate. The Directors designated by the Comcast Members shall initially be Brian L. Roberts, Stephen B. Burke and Michael J. Angelakis, and the Directors designated by HoldCo shall initially be Jeffrey R. Immelt and Keith Sherin.

(e) Each Director shall hold such position until his or her successor is appointed or elected or until his or her earlier death, disability, resignation or removal.

(f) Subject to the consent rights set forth in Section 4.10(a), the Board, by taking action in accordance with this Article 5, shall have the power, discretion and authority on behalf and in the name of the Company to carry out any and all of the objects and purposes of the Company contemplated by this Agreement and to perform or authorize all acts which it may deem necessary or advisable in connection therewith. The Members agree that, subject to the consent and other rights set forth in Sections 4.10(a), 10.02 and 10.06(h), all determinations, decisions and actions made or taken by the Board shall be conclusive and absolutely binding upon the Company, the Members and their respective successors, assigns and personal representatives (without requirement for further consent or other action by the Members). The voting and consent rights of the Members are solely those set forth herein and the Members shall have no additional voting or consent rights under the Act.

(g) Each Director will serve without compensation. Each Director shall be entitled to reimbursement for reasonable and necessary out-of-pocket expenses incurred by such Director during the course of conducting the Company's business. Notwithstanding the foregoing, following an IPO, the Board may authorize compensation for some or all Independent Directors.

(h) No Director (acting in his or her capacity as such) shall have any right or authority to act on behalf of or to bind the Company with respect to any matter except pursuant to a resolution authorizing such action, which resolution is duly adopted by the Board by the affirmative vote required for such matter pursuant to the terms of this Agreement.

(i) Each Director may authorize another individual (who may or may not be a Director) to act for such Director by proxy at any meeting of the Board, or to express consent or dissent to a Company action in writing without a meeting. A writing authorizing a Person to act for such Director as proxy, which has been executed by such Director and entered into the books and records of the Company, shall be a valid means by which a Director may grant such authority.

(j) So long as GE's Percentage Interest is at least 10% (calculated in accordance with Section 4.10(d)), HoldCo shall have the right to designate one non-voting observer to the Board; *provided* that prior to any such designation, such observer shall enter into a confidentiality agreement with the Company on terms reasonably satisfactory to Comcast. Such observer shall be entitled to receive notice and attend all meetings of the Board and shall receive the same information regarding the Company as is provided to the Directors. Such

observer shall be entitled to attend any committee meeting to which such observer is invited by any Director on such committee.

(k) So long as the Comcast Members' aggregate Percentage Interests are at least 10%, the Comcast Members shall have the right to designate one non-voting observer to the Board; *provided* that prior to any such designation, such observer shall enter into a confidentiality agreement with the Company on terms reasonably satisfactory to HoldCo. Such observer shall be entitled to receive notice and attend all meetings of the Board and shall receive the same information regarding the Company as is provided to the Directors. Such observer shall be entitled to attend any committee meeting to which such observer is invited by any Director on such committee.

(l) Notwithstanding anything to the contrary in Section 5.01(j) or Section 5.01(k), upon the reasonable request of any Director, the Board may determine to exclude the non-voting observers from any meeting of the Board or any committee thereof or any portion of either of the foregoing. For the avoidance of doubt, if both HoldCo and the Comcast Members have designated a non-voting observer, then the Board may only determine to simultaneously exclude both such non-voting observers.

Section 5.02. *Required Board Actions.* (a) Prior to a Qualifying Public Offering and for so long as GE's Percentage Interest is at least 10% (calculated in accordance with Section 4.10(d)), the Company shall take no action (including any action by the Board or any committee of the Board) after the date hereof with respect to any of the following matters without the affirmative approval of a majority of the Whole Board:

(i) any creation, incurrence, or assumption of Debt by the Company or any of its Subsidiaries in an amount in excess of \$250 million, including the Debt of any Subsidiary acquired by the Company or any of its Subsidiaries, in each case that will be included in the consolidated Debt of the Company;

(ii) any removal of any of the Company's Chief Executive Officer or employees directly reporting thereto (including, for the avoidance of doubt, the Chief Financial Officer of the Company);

(iii) any acquisition (whether by merger, consolidation or otherwise) of Equity Securities or other investment in any third party business (including through a purchase of assets) or any disposition of Equity Securities or other assets by the Company or any of its Subsidiaries (in a single transaction or a series of related transactions) with a purchase price in excess of 20% of the aggregate dollar value of the assets reflected on the Company's most recent year-end consolidated balance sheet at the

time the Company agrees in writing to such transaction (it being understood that, to the extent that as a result of any acquisition or other third party investment the consolidated Debt of the Company increased or will increase, the purchase price for such acquisition or other third party investment shall be deemed to have included or include a *pro rata* portion (corresponding to the percentage of the business or entity acquired pursuant to such acquisition or other third party investment) of the value of such incremental Debt);

(iv) any loan or advance to or guarantee for the benefit of any Person (other than a wholly-owned Subsidiary), other than (i) any loan, advance or guarantee in the ordinary course of business of the Company and its Subsidiaries and (ii) any other loan, advance or guarantee that does not exceed \$50 million;

(v) any prepayment of any loan, factoring or assignment of any debt or creation or redemption of any mortgage, charge, debenture or other security by the Company or any of its Subsidiaries in an amount in excess of \$250 million;

(vi) any material restructuring of employees;

(vii) any entering into, or any material amendment or modification of, any agreement of the Company or any of its Subsidiaries providing for payments by or to the Company or such Subsidiary in excess of \$50 million per annum or \$250 million in the aggregate over the term of such agreement (or, in the case of any material amendment or modification, over the remaining term of such agreement) and which agreement (or amendment or modification) is outside the ordinary course of business; *provided* that this clause (vii) shall not apply to any agreement (or amendment or modification thereto) the subject matter of which is covered by another clause of this Section 5.02(a);

(viii) any commencement or settlement of litigation or an arbitration proceeding, which is likely to have a material impact on the Company and its Subsidiaries, taken as a whole;

(ix) any proposed settlement or other resolution of any material inquiry or investigation of the Company or any of its Subsidiaries by a Governmental Authority;

(x) any application for the listing of Company Securities on a securities exchange or automated dealer quotation system;

(xi) to the fullest extent permitted by Law, any liquidation, dissolution, winding up, commencement of or consent to bankruptcy, insolvency, liquidation or similar proceedings with respect to the Company or any of its material Subsidiaries;

(xii) subject to Section 5.09, any future strategic plan of the Company or any material amendment to or departure therefrom, and any material amendment to or departure from the initial strategic plan of the Company, a copy of which is attached hereto as Exhibit B;

(xiii) incurrence of expenditures on any project not included in the then current strategic plan of the Company in excess of \$100 million;

(xiv) material changes to the compliance plan of the Company, a copy of which is attached hereto as Exhibit C;

(xv) annual reports of the Company; or

(xvi) annual budget of the Company and its Subsidiaries.

(b) For so long as GE's Percentage Interest is at least 10%, the following information will be included in the operational review presented to the Board at quarterly meetings:

(i) the material terms of any material acquisition (whether by merger, consolidation or otherwise) of Equity Securities or other material third party investment (including through a purchase of assets) or material disposition of Equity Securities or other assets by the Company or any of its Subsidiaries (in a single transaction or a series of related transactions) then under active negotiation, then pending or completed in the most recent fiscal quarter;

(ii) any entry into, or any material amendment or modification of, any agreement of the Company or any of its Subsidiaries providing for payments by or to the Company or such Subsidiary in excess of \$50 million per annum or \$250 million in the aggregate over the term of such agreement (or, in the case of any material amendment or modification, over the remaining term of such agreement); *provided* that this clause (ii) shall not apply to any agreement (or amendment or modification thereto) the subject matter of which is covered by Section 5.02(b)(i); or

(iii) a report on the status of any material inquiry or investigation of the Company or any of its Subsidiaries by a Governmental Authority.

Section 5.03. *Removal and Resignation.* (a) Each Member or group of Members shall at all times have the exclusive right to remove, with or without cause, any Director designated by such Member or group of Members, upon the giving of written notice to such Director and the Board. Directors who were not designated by the Comcast Members or HoldCo pursuant to Section 5.01(b) or (c) may be removed at any time by the affirmative vote of Members holding a majority of the then outstanding Membership Interests present in person or represented by proxy at a duly called meeting and entitled to vote thereat.

(b) Any Director may resign by written notice to the Board. Unless otherwise specified therein, a Director's resignation shall take effect upon delivery. Vacancies created on the Board resulting from the resignation (other than pursuant to Section 5.03(c)), removal, death, retirement or disability of a Director shall be filled by the Member or group of Members that designated such Director with such appointment to become effective immediately upon delivery of written notice of such appointment to the other Members and the Company President, or in the case of Directors who were not designated by the Comcast Members or HoldCo pursuant to Section 5.01(b) or (c), by the affirmative vote of a majority of the Directors then in office (even if less than a quorum).

(c) In the event that any Director would not continue to be entitled to be designated by the Member or group of Members, as applicable, that designated such Director pursuant to Section 5.01(b) or Section 5.01(c), then such Director shall be deemed to have immediately resigned. Any vacancy created by such deemed resignation shall be filled by the affirmative vote of a majority of the Directors then in office (even if less than a quorum).

(d) Each of the Company and each Member agrees to take all necessary action to effectuate fully the provisions of Sections 5.01(b), 5.01(c) and 5.03(c) to ensure that the Board consists of the Directors that are duly designated, elected or appointed in accordance with such sections, including by promptly calling and/or voting, as applicable, in any meetings or promptly participating in an action by written consent; *provided* that if GE's Percentage Interest is less than 10%, this Section 5.03(d) shall not be applicable to HoldCo.

Section 5.04. *Meetings of the Board.* (a) Regular meetings of the Board shall be held on at least a quarterly basis at such place, date and time as the Board may designate. Special meetings of the Board may be called at any time by any Director.

(b) Notice of a meeting of the Board or any committee thereof stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given to each Director by telephone, electronic mail or facsimile no less than five Business Days before the date of the meeting; *provided* that the Chairman may reduce the advance notice period for any meeting to no

less than two Business Days if the Chairman determines, acting reasonably and in good faith, that it is necessary in the best interests of the Company for the Board to take action within a time period of less than five Business Days. Notice of any meeting may be waived by any Director. Presence at the meeting shall constitute waiver of any deficiency of notice, except when such Director attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not called or convened in accordance with this Agreement.

(c) The Secretary of the Company shall circulate to each Director an agenda for the quarterly meeting not less than five Business Days in advance of such quarterly meeting (or if sent by facsimile, three Business Days before the date of such quarterly meeting). Such agenda shall include a discussion of the financial reports most recently delivered pursuant to Section 11.01 or Section 11.02, as the case may be, and any other matters that a Director may reasonably request be included on such agenda (subject, however, to the other provisions of this Agreement).

(d) The presence in person or by proxy of a number of Directors equal to a majority of the Whole Board shall constitute a quorum for the conduct of business at any meeting of the Board; *provided* that in order to constitute a quorum, at least a majority of the Directors present in person or by proxy must be Directors designated by the Comcast Members and for so long as GE has a Percentage Interest of at least 10% and subject to the last sentence of this Section 5.04(d), at least one Director present in person or by proxy must be a Director designated by HoldCo. If such quorum shall not be present at any meeting of the Board, the Directors present shall adjourn the meeting and promptly give notice of when it will be reconvened. If a meeting is adjourned due to a lack of a quorum, and the sole reason for such lack of a quorum was the failure of at least one Director designated by HoldCo to be present, then, if the reconvened meeting is held at least 24 hours after the meeting at which a quorum was not present, then at such reconvened meeting, the presence in person or by proxy of at least one Director designated by HoldCo shall not be required in order for a quorum to be present.

(e) Members of the Board may participate in a meeting of the Board or any committee thereof, by means of a conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear one another. Participation in a meeting pursuant to this Section 5.04(e) shall constitute presence in person at such meeting pursuant to Section 5.04(d) and shall constitute a waiver of any deficiency, except when such Director attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not called or convened in accordance with this Agreement.



(f) Each Director shall be entitled to cast one vote with respect to each matter brought before the Board (or any committee thereof of which such Director is a member) for approval. Except as otherwise provided by this Agreement, the affirmative vote of a majority of the Directors in attendance at any meeting at which a quorum is present shall be required to authorize any action by the Board and shall constitute the action of the Board for all purposes. No Director shall be disqualified from voting on matters as to which the Member or group of Members that designated such Director or any of their respective Affiliates may have an interest. Notwithstanding any duty otherwise existing at Law or in equity, to the fullest extent permitted by Law, no Director (other than a Director who is an officer of the Company (but is not an officer of Comcast, GE or any of their respective Subsidiaries) in his or her capacity as an officer of the Company) shall have any duty to disclose to the Company or the Board confidential information of the Member or group of Members that designated such Director or any of their respective Affiliates in such Director's possession even if it is material and relevant information to the Company and/or the Board and, in any case, such Director shall not be liable to the Company or the other Members or their Affiliates for breach of any duty (including the duty of loyalty or any other fiduciary duties) as a Director by reason of such lack of disclosure of such confidential information; *provided* that such Director believes in good faith that its disclosure of such information would be prohibited by a confidentiality agreement with, or fiduciary duty to, another Person. For the avoidance of doubt, a Director shall not be considered to be an officer of the Company by virtue of holding the position of Chairman of the Board.

(g) The Secretary of the Company or, if he or she is not present, any individual whom the Chairman may appoint, shall keep minutes of each meeting which shall reflect all actions taken by the Board thereat.

(h) The Board may establish other provisions and procedures relating to the governance of its meetings that are not in conflict with the terms of this Agreement.

Section 5.05. *Action Without a Meeting.* Notwithstanding Section 5.04, on any matter requiring an approval or consent of the Board under this Agreement or the Act, the Board or any committee thereof may take such action without a meeting, without notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by all of the Directors or, in the case of a committee, all of the Directors who are members of such committee.

Section 5.06. *Chairman of the Board.* Directors designated by the Comcast Members may appoint any one of the Directors who was designated by the Comcast Members to act as Chairman of the Board and preside at all meetings of Members and the Board at which he or she is present. Such Chairman shall also perform such other duties as from time to time may be assigned to him or her

by the Board, subject, in each case, to the ultimate authority of the Board and the consent rights set forth in Section 4.10(a).

Section 5.07. *Committees of the Board.* (a) The Board may designate one or more committees, with each committee to consist of one or more of the Directors, subject to the requirements set forth in this Section 5.07. Any committee, to the extent permitted by Law and provided in the resolution of the Board establishing such committee, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Company, and may authorize the seal of the Company to be affixed to all papers which may require it; *provided that*, following an IPO, no duties will be delegated to the audit committee other than those duties required by Law to be so delegated. Each committee shall keep regular minutes and report to the Board when required.

(b) Subject to the requirements of Law, Directors designated by the Comcast Members shall constitute at least a majority of each committee of the Board and, if there are any Directors designated by HoldCo, each such committee shall include at least one such Director; *provided that*, following an IPO, the audit committee shall be comprised solely of the Independent Directors designated pursuant to Section 5.01(c)(i).

(c) A majority of the members of any committee may determine its action and fix the time and place of its meetings, unless the Board shall otherwise provide. Notice of such meetings shall be given to each member of the committee in the manner provided for in Section 5.04(b). Subject to Section 5.07(b) and except as expressly required otherwise by a Transaction Agreement with respect to a committee contemplated by such Transaction Agreement, the Board shall have the power at any time to fill vacancies in, to change the membership of, or to dissolve any such committee. Nothing herein shall be deemed to prevent the Board from appointing one or more committees consisting in whole or in part of Persons who are not Directors; *provided, however*, that no such committee shall have or may exercise any authority of the Board.

Section 5.08. *Officers; Designation and Election of Officers; Duties.* (a) Subject to Sections 4.10(a) and 4.10(b), the Board may, from time to time, employ and retain Persons as may be necessary or appropriate for the conduct of the Company's business (subject to the supervision and control of the Board), including employees, agents and other Persons (any of whom may be a Member or Representative) who may be designated as officers of the Company, with titles including but not limited to "chief executive officer," "chief financial officer," "president," "vice president," "treasurer," "secretary," "general counsel" and "director," as and to the extent authorized by the Board. Any number of offices may be held by the same Person. In the Board's discretion, the Board may choose not to fill any office for any period as it may deem advisable. Officers need not

be residents of the State of Delaware or Members. Any officers so designated shall have such authority and perform such duties as the Board may, from time to time, delegate to them; *provided* that the Chief Executive Officer of the Company shall be the most senior officer of the Company, and no other officer shall be granted authority equal to or in excess of that of the Chief Executive Officer with respect to any matter or any authority as generally pertains to a chief executive officer of companies of a size and scope comparable to the Company. The Board may assign titles to particular officers. Each officer shall hold office until his successor shall be duly designated or until his or her death or until he or she shall resign or shall have been removed in the manner hereinafter provided.

(b) *Removal of Officers; Vacancies.* Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time is specified, at the time of its receipt by the Board. The acceptance by the Board of a resignation of any officer shall not be necessary to make such resignation effective, unless otherwise specified in such resignation. Any officer may be removed as such, either with or without cause, at any time by the Board or any authorized committee thereof. Subject to Section 4.10(b), vacancies may be filled by approval of the Board or any authorized committee thereof. Designation of any Person as an officer by the Board shall not in and of itself vest in such Person any contractual or employment rights with respect to the Company.

(c) *Powers and Duties.* The officers of the Company shall have such authority and perform such duties in the management of the Company as may be prescribed by the Board and, to the extent not so prescribed, as generally pertain to their respective offices in a public company incorporated under the Delaware General Corporation Law, subject to the control of the Board or any authorized committee thereof.

(d) *Officers as Agents; Reliance by Third Parties.*

(i) The officers, to the extent of their powers set forth in this Agreement or in a resolution of the Board or authorized committee thereof, are agents of the Company for the purpose of the Company's business, and the actions of the officers taken in accordance with such powers shall bind the Company.

(ii) Any Person dealing with the Company may rely upon a certificate signed by any officer as to:

(A) the identity of any Member, Director or officer;

(B) the existence or nonexistence of any fact or facts which constitute a condition precedent to acts by Members, the

Board or officers or in any other manner germane to the affairs of the Company;

(C) the Persons who are authorized to execute and deliver any instrument or document of or on behalf of the Company;

(D) the authenticity of any copy of this Agreement and amendments hereto;

(E) any act or failure to act by the Company or as to any other matter whatsoever involving the Company or, solely with respect to the activities of the Company, any Member; and

(F) the authority of the Board, any officer, any employee or agent of the Company, or the Tax Matters Member.

Section 5.09. *Strategic Plans.* The initial strategic plan of the Company is attached hereto as Exhibit B. Each fiscal year, the officers of the Company shall develop a strategic plan for the Company covering a three-year period. Each successive strategic plan and any material amendment to any strategic plan (including any material amendments to the initial strategic plan of the Company) shall be presented to the Board for its consideration. If at any Board meeting any Director designated by HoldCo raises any objection to any such strategic plan or material amendment presented at such meeting and such objection is not resolved at such meeting, each of Comcast and GE will cause their respective chief executive officers to use their respective good faith efforts during the five Business Days following such meeting to resolve such objection after such meeting; *provided, however*, that any approval of such strategic plan or material amendment by a majority of the Whole Board after such five Business Day period shall be sufficient approval with respect thereto.

Section 5.10. *Controlled Company.* The Members agree and acknowledge that, following an IPO, by virtue of this Agreement, they will be acting as a “group” for the purpose of the Company qualifying for the exemptions relating to controlled companies under the listing standards of any national securities exchange (including NASDAQ) on which the Company is listed. If Comcast, together with its Affiliates, owns less than 50.1% of the outstanding common equity of the Company, but Comcast, GE and their respective Affiliates own more than 50% of the outstanding common equity of the Company on an aggregate basis, Comcast, GE and the Members will take whatever action may be reasonably necessary to ensure that the Company is eligible for such exemptions; *provided* that such actions shall not require GE or any of its Affiliates to incur any costs or expenses (other than costs or expenses in connection with any filings required under applicable Law or similar action) or to acquire additional equity of

the Company; and *provided, further*, that in the event that GE's Percentage Interest is less than 10% (calculated in accordance with Section 4.10(d)), this Section 5.10 shall not be applicable to GE or its Affiliates or HoldCo.

## ARTICLE 6 DUTIES, EXCULPATION AND INDEMNIFICATION

### Section 6.01. *Duties, Exculpation and Indemnification.* (a)

Notwithstanding any duty otherwise existing at Law or in equity, to the fullest extent permitted by Law and except as expressly contemplated by this Agreement, no Member or Affiliate of any Member shall have any duty (including any fiduciary duty) otherwise applicable at Law or in equity to the Company or to any other Person with respect to or in connection with the Company or the Company's business or affairs. Except to the extent that a particular provision in this Agreement (including, without limitation, (i) the third and fourth sentences of Section 5.04(f), (ii) Section 6.02 and (iii) Section 9.08) establishes a different standard, process, right or duty, the Directors and each Company officer shall owe such fiduciary duties to the Company and the Members as shall exist from time to time under the Laws of the State of Delaware with respect to directors or officers, as applicable, of Delaware corporations.

(b) To the fullest extent permitted by Law, no Person made or threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such Person is or was a member, shareholder, partner, director, manager or executive officer of the Company or any of its Subsidiaries (collectively, "**Covered Persons**") shall be liable to the Company or its Subsidiaries or to any other Person that is a party hereto or is otherwise bound hereby for any act or failure to act with respect to or in connection with the Company or the Company's business or affairs, except in the case of bad faith or willful misconduct. The Company shall also have the power to exculpate to the same extent set forth in this Section 6.01(b) employees of the Company or its Subsidiaries who are not Covered Persons and agents of the Company or its Subsidiaries.

(c) Except in the case of bad faith or willful misconduct, each Person (and the heirs, executors or administrators of such Person) who was or is a party or is threatened to be made a party to, or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such Person is or was a Covered Person, in each case acting in their capacities as such, and such action, suit or proceeding relates to an act or omission of such Covered Person acting in its capacity as such, shall be indemnified and held harmless by the Company to the fullest extent permitted by the Laws of the State of Delaware (including indemnification for acts or omissions constituting negligence, gross negligence or breach of duty);

*provided* that the foregoing indemnification shall not be available to a Member in the case of an action, suit or proceeding brought by a Member or any other party to this Agreement against such Member. The right to indemnification conferred in this Section 6.01(c) shall also include the right to be paid by the Company the expenses incurred in connection with any such action, suit or proceeding in advance of its final disposition to the fullest extent authorized by the Laws of the State of Delaware; *provided* that the payment of such expenses in advance of the final disposition of an action, suit or proceeding shall be made only upon delivery to the Company of an undertaking by or on behalf of the applicable Covered Person to repay all amounts so paid in advance if it shall ultimately be determined that such Covered Person is not entitled to be indemnified under this Section 6.01(c) or otherwise. The rights to indemnification and advancement conferred in this Section 6.01(c) constitute contract rights. Notwithstanding the foregoing provisions of this Section 6.01, the Company shall indemnify a Covered Person in connection with a proceeding (or part thereof) initiated by such Covered Person only if such proceeding (or part thereof) was authorized by the Board; *provided, however,* that a Covered Person shall be entitled to reimbursement of his or her reasonable counsel fees with respect to a proceeding (or part thereof) initiated by such Covered Person to enforce his or her right to indemnity or advancement of expenses under the provisions of this Section 6.01 to the extent that the Covered Person is successful on the merits in such proceeding (or part thereof). The Company shall also have the power to indemnify and hold harmless to the same extent set forth in this Section 6.01(c) employees of the Company or its Subsidiaries who are not Covered Persons and agents of the Company or its Subsidiaries.

(d) The Company may, by action of the Board, provide indemnification to such officers, employees and agents of the Company or other Persons who are or were serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise to such extent and to such effect as the Board shall determine to be appropriate.

(e) The Company shall have the power to purchase and maintain insurance on behalf of any Person who is or was a Covered Person or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss incurred by such Person in any such capacity or arising out of his status as such, whether or not the Company would have the power to indemnify him against such liability under the Laws of the State of Delaware.

(f) Notwithstanding any provision of this Agreement to the contrary, the provisions of this Section 6.01 shall survive the termination, voluntary or involuntary, of the status of a Member as such, the termination, voluntary or involuntary, of the status of any Covered Person or other Person as to whom the

provisions of this Section 6.01 apply as such and the termination of this Agreement or dissolution of the Company.

(g) The provisions of this Section 6.01 shall be applicable to any action, suit or proceeding commenced after the date of this Agreement against any Covered Person arising from any act or omission of such Covered Person acting in its capacity as such, whether occurring before or after the date of this Agreement. No amendment to or repeal of this Section 6.01, or, to the fullest extent permitted by Law, any amendment of Law, shall have any effect on the rights provided under this Section 6.01 with respect to any act or omission occurring prior to such amendment or repeal.

(h) The indemnification hereby provided and provided hereafter pursuant to the power hereby conferred by this Section 6.01 on the Board shall not be exclusive of any other rights to which any Person may be entitled, including any right under policies of insurance that may be purchased and maintained by the Company or others, with respect to claims, issues or matters in relation to which the Company would not have the power to indemnify such Person under the provisions of this Section 6.01. Such rights shall not prevent or restrict the power of the Company to make or provide for any further indemnity, or provisions for determining entitlement to indemnity, pursuant to one or more indemnification agreements or other arrangements (including creation of trust funds or security interests funded by letters of credit or other means) approved by the Board (whether or not any of the Members, Directors or Company officers shall be a party to or beneficiary of any such agreements or arrangements); *provided, however*, that any provision of such agreements or other arrangements shall not be effective if and to the extent that it is determined to be contrary to this Section 6.01 or applicable Law.

(i) Nothing contained in this Section 6.01 is intended to relieve any Member or any other Person from any liability or other obligation of such Person pursuant to the Master Agreement or any other Transaction Agreement or to in any way impair the enforceability of any provision of such agreements against any party thereto.

(j) Any indemnity under this Section 6.01 shall be provided solely out of, and only to the extent of, the Company's assets, and no Member or Affiliate of any Member shall be required directly to indemnify any Covered Person pursuant to this Section 6.01. None of the provisions of this Section 6.01 shall be deemed to create any rights in favor of any Person other than Covered Persons and any other Person to whom the provisions of this Section 6.01 expressly apply.

Section 6.02. *Other Activities; Business Opportunities.* (a) Notwithstanding any duty otherwise existing at Law or in equity, to the fullest extent permitted by Law, and subject only to Sections 10.02, 10.03 and 10.06, no

Member, Affiliate of any Member (other than any Affiliate that is a natural person), Director or Company officer who is also an employee of a Member or an Affiliate of a Member (in each case only when acting on behalf of such Member or such Member's Affiliate in connection with such Member's or such Member's Affiliate's own business and operations) shall have any obligation to refrain from, directly or indirectly, (i) engaging in the same or similar activities or lines of business as the Company or developing or marketing any products or services that compete, directly or indirectly, with those of the Company, (ii) investing or owning any interest, publicly or privately, in, developing a business relationship with, or serving as an employee, officer, director, consultant or agent of, any Person engaged in the same or similar activities or lines of business as, or otherwise in competition with, the Company or (iii) doing business with (directly or as an employee, officer, director, consultant or agent of a Person who does business with) the Company or any Person who conducts business with the Company; and neither the Company nor any Member (or Affiliate of any Member (other than any Affiliate that is a natural person)) shall have any right in or to, or to be offered any opportunity to participate or invest in, any business or venture engaged or to be engaged in by any other Member, Affiliate of any other Member, officer of the Company who is also an employee of any other Member (or an Affiliate of any other Member) or Director or shall have any right in or to any income or profits derived therefrom. It is understood and agreed by the Members, GE and Comcast that each Person referred to in this Section 6.02(a) shall be permitted to undertake any and all actions of the type referred to in this Section 6.02(a) without limitation (in each case acting on behalf of the applicable Member or Affiliate of a Member in connection with such Member's or such Member's Affiliate's own business and operations) and that the taking of any such actions shall not violate any legal obligation or duty (including any fiduciary duty) to any Member, Comcast, GE or other Person under or in connection with this Agreement or the Company, subject only to the provisions of Sections 10.02, 10.03 and 10.06.

(b) Notwithstanding any duty otherwise existing at Law or in equity, to the fullest extent permitted by Law, and subject only to Section 10.03, if a Member, any Director designated by a Member, any Affiliate of such Member (other than any Affiliate that is a natural person) or any officer of the Company who is also an employee of such Member (or any of such Member's Affiliates) acquires knowledge of a potential transaction or matter which may be a business opportunity for both such Member or an Affiliate of such Member, on the one hand, and the Company or another Member or another Member's Affiliate (other than any Affiliate that is a natural person), on the other hand, no such Member, Director, Affiliate or officer shall have a duty to communicate or offer such business opportunity to the Company or such other Member or such other Member's Affiliate, and no such Person shall be liable to the Company, the other Members and their Affiliates in respect of any such matter (including for any



breach of fiduciary or other duties) by reason of the fact that such Member or any Affiliate of such Member (other than any Affiliate that is a natural person) pursues or acquires such business opportunity for itself or by reason of the fact that such Member, Director, Affiliate or officer directs such opportunity to such Member or an Affiliate of such Member (other than any Affiliate that is a natural person) or does not communicate information regarding such opportunity to the Company. Notwithstanding the foregoing, the first sentence of this Section 6.02(b) shall not apply to any such knowledge or business opportunity acquired by any Director who is an officer of the Company (other than an officer of the Company who is an employee of Comcast, GE or any of their Subsidiaries) in his or her capacity as an officer of the Company. For the avoidance of doubt, a Director shall not be considered to be an officer of the Company by virtue of holding the position of Chairman of the Board or any other Board-level position.

## ARTICLE 7

### ACCOUNTING, TAX, FISCAL AND LEGAL MATTERS

Section 7.01. *Fiscal Year.* The fiscal year of the Company shall end on December 31 of each year or on such other day as may be fixed from time to time by resolution of the Board.

Section 7.02. *Bank Accounts.* In the absence of instructions from the Board to the contrary, an authorized officer of the Company shall determine the institution or institutions at which the Company's bank accounts will be opened and maintained, the types of accounts, and the Persons who will have authority with respect to the accounts and the funds therein.

Section 7.03. *Books of Account and Other Information.* (a) The Company shall prepare and maintain, at its principal place of business, separate books of account for the Company that shall show a true and accurate record of all costs and expenses incurred, all charges made, all credits made and received and all income derived in connection with the operation of the Company's business in accordance with generally accepted accounting principles consistently applied, and, to the extent inconsistent therewith, in accordance with this Agreement. All questions of accounting shall be determined by the Board or a committee or officer authorized by the Board to make such determination.

(b) In addition to such books and records, the Board shall cause the Company to maintain and make available to each Member for any purpose reasonably related to its interest as a Member at the principal business office of the Company (or, with respect to copies of the Company's income tax returns and reports, at the principal business office of the Tax Matters Member): a copy of this Agreement, a current list of the full name and last known business address of each Member, a copy of the Certificate of Formation, including all certificates of

amendment thereto and executed copies of all powers of attorney pursuant to which the Certificate of Formation or any certificate of amendment has been executed, copies of any federal, state, local or foreign income tax returns, if any, required to be filed by the Company or any of its Subsidiaries and of any audited financial statements of the Company, in each case for the three most recent years or, if not prepared for the three most recent years, such lesser period for which such documents have been prepared, and all other records required to be maintained pursuant to this Agreement or the Act.

Section 7.04. *Auditors.* The auditors of the Company shall be such firm of certified independent public accountants as shall be selected by the Board.

Section 7.05. *Certain Tax Matters.* (a) The Company shall prepare and file its tax returns (including without limitation on Internal Revenue Service Form 1065) in a timely manner (taking into account extensions) and shall, subject to Section 11 of the Tax Matters Agreement, cause all tax returns of the Company and its Subsidiaries to be filed in a timely manner (taking into account extensions); *provided, however*, that prior to filing the Company's Internal Revenue Service Form 1065, any material foreign, state or local income tax return of the Company, or any material franchise tax return of the Company, the Company shall submit such tax return no less than 30 days prior to its due date to HoldCo for its review, and shall not file any such tax return with the applicable taxing authority without the consent of HoldCo, which consent shall not be unreasonably withheld or delayed. HoldCo may object to the filing of such tax return by delivering a written notice to the Company within 10 days of receipt of such tax return from the Company. Such written notice shall specify the item or items included in the tax return disputed by HoldCo. After delivery of such written notice, HoldCo and the Company shall use commercially reasonable efforts to resolve the dispute. If HoldCo and the Company are unable to resolve such dispute within five days, the disputed item or items shall be resolved within 10 days using the procedures set forth in Section 24 of the Tax Matters Agreement. If HoldCo does not object to the filing of such tax return within 10 days of receipt of such tax return from the Company, HoldCo shall be deemed to have consented to the filing of such tax return by the Company. Such tax returns will be prepared in accordance with the principles set forth in Schedule 7.05 and no change from these principles will be reflected on such tax returns without the consent of HoldCo.

(b) The Company shall prepare such information (including without limitation a Schedule K-1 and any comparable foreign, state and local tax forms) as shall be necessary to enable each Member to prepare its income tax returns and shall provide such information no later than five Business Days after the filing of the Company's appropriate tax returns; *provided* that the Company shall use commercially reasonable efforts to provide estimates of the information to be set

forth on such Schedule K-1 no later than 60 days after the end of each Tax Year but in no event later than 90 days after the end of each Tax Year.

(c) Comcast or any Member designated by Comcast shall be the tax matters member of the Company (the “**Tax Matters Member**”), with all powers and responsibilities of a “tax matters partner” as defined in Section 6231(a)(7)(A) of the Code. The Tax Matters Member shall act in good faith in fulfilling its responsibilities. Comcast or any Member designated by Comcast, in its capacity as Tax Matters Member, shall have the right to (i) cause the Company and its Subsidiaries to make all tax elections required or permitted to be made by the Company or any of its Subsidiaries under applicable Law (including an election under Section 754 of the Code); *provided, however*, that in the case of any election that could reasonably be expected to have an adverse effect on HoldCo or any of its Affiliates that is material and disproportionate as to its effect on other Members or their Affiliates, such election shall not be made without the consent of HoldCo, which consent shall not be unreasonably withheld or delayed; and (ii) manage all tax proceedings of the Company or any of its Subsidiaries. The Company shall not pay any fees or other compensation to the Tax Matters Member in its capacity as such. However, the Company shall reimburse the Tax Matters Member for any and all reasonable out-of-pocket costs and expenses (including reasonable attorneys and other professional fees) incurred by it in its capacity as Tax Matters Member. The Company shall indemnify, defend and hold the Tax Matters Member harmless from and against any loss, liability, damage, costs or expense (including reasonable attorneys’ fees) sustained or incurred as a result of any act or decision concerning the Company’s tax matters and within the scope of such Member’s responsibilities as Tax Matters Member, so long as such act or decision does not constitute bad faith or willful misconduct. In the event that the Tax Matters Member is notified (in writing) by a taxing authority that the Company or any of its Subsidiaries is the subject of an audit or examination by a taxing authority of any federal income, material foreign, state or local income, or material franchise tax return of the Company or any of its Subsidiaries, the Tax Matters Member shall promptly provide to HoldCo a written notice informing the Members that the Company or any of its Subsidiaries, as applicable, is the subject of an audit or examination by a taxing authority, shall keep the Members reasonably informed of material developments relating to such audit or examination and not settle such audit or examination, to the extent relating to (A) a matter set forth in Schedule 7.05 or (B) a matter that could reasonably be expected to have an adverse effect on HoldCo or any of its Affiliates that is material and disproportionate as to its effect on other Members or their Affiliates, without the consent of HoldCo, which consent shall not be unreasonably withheld or delayed.

(d) The Members intend that the Company shall be treated as a partnership for federal, state, and local income tax purposes to the extent such treatment is available (and no Member will make an election otherwise) and agree

to take such actions as may be necessary to receive and maintain such treatment and refrain from taking any actions inconsistent therewith. Notwithstanding the foregoing, the Members intend that the Company shall not be a partnership (including, without limitation, a limited partnership) or joint venture and that no Member or the Company shall be a partner or joint venturer of any other Member or the Company for any purposes other than federal and, if applicable, state and local income tax purposes, and this Agreement shall not be construed to the contrary, and no Member shall be liable for the debts, liabilities or obligations of the Company or any other Member.

## ARTICLE 8 ALLOCATIONS AND DISTRIBUTIONS

### Section 8.01. *Allocations.*

(a) *Membership Percentages of the Members.* The Membership Percentage of each Member shall be indicated on Schedule 4.01, as amended from time to time.

(b) *Allocation of Profit and Loss.* Except as otherwise provided in this Section 8.01, or required pursuant to Treasury Regulations Section 1.704-1(b)(1)(i), Profit and Loss of the Company for each Tax Year of the Company shall be allocated among the Members in accordance with their respective Membership Percentages, as such Membership Percentages may be in effect from time to time.

(c) *Special Allocations.* Notwithstanding anything contained herein to the contrary:

(i) If a Member would at any time receive, but for this Section 8.01(c)(i), an allocation of deduction, loss, or expenditure that would cause or increase a deficit balance in such Member's Capital Account in excess of any amount of such deficit balance that the Member is obligated to restore or deemed obligated to restore (as determined in accordance with Treasury Regulations Sections 1.704-1(b)(2)(ii)(c), 1.704-2(g)(1) and 1.704-2(i)(5)), then the portion of such allocation that would cause or increase such deficit Capital Account balance will be specially allocated to the other Members, if any, with positive Capital Account balances in proportion to such balances. The loss limitation under this Section 8.01(c)(i) is intended to comply with Treasury Regulations Section 1.704-1(b)(2)(ii)(d), including the reductions described in subparagraphs (4), (5) and (6) therein.

(ii) If in any Tax Year, a Member receives an adjustment, allocation or distribution described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of Company income and gain (consisting of a pro rata portion of each item of Company income and gain for such Tax Year) will be specially allocated to each such Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the deficit balance in such Member's Capital Account in excess of any amount of such deficit balance that the Member is obligated to restore or deemed obligated to restore (as determined in accordance with Treasury Regulations Sections 1.704-1(b)(2)(ii)(c), 1.704-2(g)(1) and 1.704-2(i)(5)) as quickly as possible; *provided* that an allocation pursuant to this Section 8.01(c)(ii) will be made only if and to the extent that such Member would have a Capital Account deficit after all other allocations provided for in this Article 8 have been tentatively made as if this Section 8.01(c)(ii) were not in the Agreement. This Section 8.01(c)(ii) is intended to qualify and be construed as a "qualified income offset" within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and will be interpreted consistently therewith.

(iii) If there is a net decrease in minimum gain attributed to the Company or Member nonrecourse debt minimum gain (determined in accordance with the principles of Treasury Regulations Sections 1.704-2(d) and 1.704-2(i)) during any Company taxable year, the Members will be allocated items of income and gain attributed to the Company for such year (and, if necessary, subsequent years) in an amount equal to their respective shares of such net decrease during such year, determined pursuant to Treasury Regulations Sections 1.704-2(g) and 1.704-2(i)(5). The items to be so allocated will be determined in accordance with Treasury Regulations Section 1.704-2(f). This Section 8.01(c)(iii) is intended to comply with the minimum gain chargeback requirements in such Treasury Regulations and will be interpreted consistently therewith, including that no chargeback will be required to the extent of the exceptions provided in Treasury Regulations Sections 1.704-2(f) and 1.704-2(i)(4).

(iv) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Section 734(b) of the Code or Section 743(b) of the Code is required pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as the result of a distribution to a Member in complete liquidation of its Membership Interest, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Members in accordance with their interests in the event Treasury Regulations Section 1.704-

1(b)(2)(iv)(m)(2) applies, or to the Member to whom such distribution was made in the event Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(4) applies.

(v) “Nonrecourse deductions” (as such term is defined by Treasury Regulations Section 1.704-2(b)(1)) with respect to a Tax Year shall be allocated among the Members in accordance with their respective Membership Percentages.

(vi) The allocation provisions set forth in this Article 8 and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b) and will be interpreted and applied in a manner consistent with such Treasury Regulations.

(vii) Any special allocations of items of income, gain, loss or deductions pursuant to Sections 8.01(c)(i), (ii), (iii), (iv) and (v) will be taken into account in computing subsequent allocations pursuant to Section 8.01(b) and this Section 8.01(c) so that the net amount of any items so allocated will, to the extent possible, be equal to the net amount that would have been allocated to each such Member pursuant to the provisions of Section 8.01(b) if such special allocations had not occurred.

(viii) In the event that any fees, interest, or other amounts paid to any Member or any Affiliate thereof pursuant to this Agreement or any other agreement providing for the payment of such amount, and deducted by the Company in reliance on Section 707(a) and/or 707(c) of the Code, are disallowed as deductions to the Company on its federal income tax return and are treated as Company distributions, then:

(A) the Profit or Loss, as the case may be, for the Tax Year in which such fees, interest, or other amounts were paid will be increased or decreased, as the case may be, by the amount of such fees, interest, or other amounts that are treated as Company distributions;

(B) there will be allocated to the Member to which (or to whose Affiliate) such fees, interest, or other amounts were paid, prior to the allocations pursuant to Section 8.01(b), an amount of gross income for the Tax Year equal to the amount of such fees, interest, or other amounts that are treated as Company distributions; and

(C) the amount of such fees, interest, or other amounts paid to any Member or any Affiliate thereof shall be treated as

having been distributed to the Member to which (or to whose Affiliate) such fees, interest or other amounts were paid.

(d) *Tax Allocations.* (i) Except as set forth in Sections 8.01(d)(ii) and (iii), for each Tax Year, items of taxable income, deduction, gain, loss or credit shall be allocated for income tax purposes among the Members in the same manner as their corresponding book items were allocated pursuant to Sections 8.01(b), 8.01(c), and 12.05 for such Tax Year.

(ii) In accordance with Section 704(c) of the Code and the Treasury Regulations thereunder, income, gain, loss, and deduction with respect to any asset contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such asset to the Company for federal income tax purposes and its initial Gross Asset Value (computed in accordance with the definition of Gross Asset Value) using the “traditional method” described in Treasury Regulations Section 1.704-3(b).

(iii) In the event the Gross Asset Value of any asset of the Company is adjusted pursuant to subparagraph (ii) of the definition of Gross Asset Value, subsequent allocations of income, gain, loss, and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value as provided under Section 704(c) of the Code and the Treasury Regulations promulgated thereunder using such method determined by the Tax Matters Member in its reasonable discretion.

(iv) Allocations pursuant to Sections 8.01(d)(ii) and (iii) are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Member’s Capital Account or share of Profit, Loss, other items, or distributions pursuant to any provision of this Agreement.

#### Section 8.02. *Distributions.*

(a) *Distributions; Withholding.*

(i) The Company shall distribute to the Members with respect to each calendar quarter of each Tax Year, on a *pro rata* basis in accordance with their Membership Percentages, an amount of cash equal to the Estimated Tax Distribution Amount. Each *pro rata* distribution of the Estimated Tax Distribution Amount shall be made to the Members in immediately available funds no later than three Business Days immediately preceding the date of HoldCo’s corresponding payment obligation under Section 8 of the Tax Matters Agreement. If the Annual

Tax Distribution Amount for a Tax Year exceeds the sum of Estimated Tax Distribution Amounts for such Tax Year, the Company shall, within 20 days after filing its Internal Revenue Service Form 1065, distribute to the Members, on a *pro rata* basis in accordance with their Membership Percentages, an amount of cash equal to such excess. If the sum of Estimated Tax Distribution Amounts for a Tax Year exceeds the Annual Tax Distribution Amount for such Tax Year, the Company shall so notify each of the Members and each Member shall, within 20 days after the Company files its Internal Revenue Service Form 1065, refund to the Company its *pro rata* share of such excess or, at the Company's election, offset such excess against future distributions pursuant to this Section 8.02(a)(i).

(ii) Except as specified in Section 8.02(a)(i) and Article 12 and subject to Section 8.02(c), (i) the Company shall have no obligation to distribute any cash or other property of the Company to the Members and (ii) subject to Section 4.10(a), the Board shall have sole discretion in determining whether to distribute any cash or other property of the Company, when available, and in determining the timing, kind and amount of any and all distributions.

(iii) The Company is authorized to withhold from payments and distributions, or with respect to allocations to the Members, any amounts required to be withheld under Law. All amounts withheld with respect to a Member shall be treated as if such amounts were distributed to such Member under this Agreement. Provided the Company determined the amount of any required withholding reasonably and in good faith, neither the Company nor the Tax Matters Member shall be liable for any over-withholding in respect of any Member's Membership Interest, and, in the event of any such over-withholding, a Member's sole recourse shall be to apply for a refund from the appropriate Governmental Authority. The Company shall cooperate with a Member in the preparation and filing of such refund claims.

(b) *Distributions in Kind.* No Member has any right to demand or receive property other than cash. Assets of the Company distributed in kind shall be valued based on the Gross Asset Value thereof.

(c) *Limitations on Distributions.* Notwithstanding anything in this Agreement to the contrary:

(i) no distribution shall be made in violation of the Act or other applicable Law; and



(ii) all amounts distributed to Members in respect of their Membership Interests shall be distributed to them pro rata in accordance with their respective Membership Percentages.

(d) *Exculpation.* The Members hereby consent and agree that, except as expressly provided herein or required by applicable Law, no Member shall have an obligation to return cash or other property paid or distributed to such Member under Section 18-502(b) of the Act or otherwise.

## ARTICLE 9

### TRANSFERS, REDEMPTION/PURCHASE RIGHTS AND ADDITIONAL MEMBERS

Section 9.01. *Restrictions on Transfers.* (a) Prior to the three and one-half year anniversary of the Closing Date, neither GE nor HoldCo may Transfer (or permit the Transfer of) any Membership Interests or HoldCo Shares; *provided* that GE and its Subsidiaries (other than HoldCo) may Transfer HoldCo Shares owned by GE or such Subsidiary to GE or to any direct or indirect wholly-owned Subsidiary of GE other than HoldCo (*provided* that such Subsidiary remains a direct or indirect wholly-owned Subsidiary of GE and agrees to be bound by the provisions of this Agreement applicable to GE). After the three and one half year anniversary of the Closing Date, subject to the terms and conditions of this Agreement (including Sections 9.01(c), 9.01(d), 9.06 and 9.07), GE may directly Transfer or permit direct Transfers of Membership Interests and HoldCo Shares to any Person but, for the avoidance of doubt, may not permit indirect Transfers of HoldCo Shares or Membership Interests (other than an indirect Transfer of Membership Interests resulting from a direct Transfer of HoldCo Shares).

(b) No Comcast Member may Transfer any Membership Interests owned by it other than (i) to Comcast or to any direct or indirect wholly-owned Subsidiary of Comcast; *provided* that such Subsidiary remains a direct or indirect wholly-owned subsidiary of Comcast and agrees to be bound by the provisions of this Agreement applicable to the Comcast Members, (ii) at any time after the Comcast Transfer Date, subject to Section 9.09, in a Transfer of all (but not less than all) of the Membership Interests held by the Comcast Members to an unaffiliated Person or group of Persons (“**Third Party Acquirer**”), (iii) at any time after the Comcast Transfer Date; *provided* that no such Transfer pursuant to this clause (b)(iii) shall be permitted if, as a result of such Transfer, the Comcast Members’ aggregate Percentage Interests would not be greater than the aggregate Percentage Interests of each other Member and its Affiliates or the Comcast Members’ would not be entitled to designate a majority of the Directors or (iv)(x) at any time that GE’s Percentage Interest is less than 20% or (y) if as a result of a change in Law or a change in the interpretation, enforcement or administration of a Law, in each case after the date hereof, Comcast’s and its Affiliates’ continued investment in the Company would be prohibited by Law or would reasonably be

expected to result in a material adverse effect on Comcast and its Subsidiaries, taken as a whole, or the Company and its Subsidiaries, taken as a whole, pursuant to a spin-off to its shareholders by Comcast of an entity that holds all of the Membership Interests then owned by Comcast and its Affiliates. In the event of a spin-off as contemplated by Section 9.01(b)(iv), notwithstanding any provision of this Agreement to the contrary, (i) the spun-off entity (“**SpinCo**”) shall immediately prior to such spin-off be assigned all of Comcast’s rights, and shall assume all of Comcast’s obligations, under this Agreement and (ii) subject to Section 18-704(c) of the Act, from and after the time of such assignment, Comcast shall have no rights, and shall have no obligations under, this Agreement; *provided* that from and after the time of the assignment to, and assumption by, SpinCo of Comcast’s rights and obligations under this Agreement, either Comcast guarantees SpinCo’s obligations under Section 9.02(d) or SpinCo otherwise obtains credit or other support (in a form, and from a Person, satisfactory to GE in GE’s reasonable discretion), or is capitalized, such that SpinCo’s ability to comply with its obligations under Section 9.02(d), as compared to Comcast’s ability to comply with such obligations prior to the spin-off, is not impaired by virtue of the spin-off (it being understood that, among other things, the full funding of SpinCo’s obligation into an escrow account satisfactory to GE in GE’s reasonable discretion or obtaining a letter of credit (in a form, and from a Person, satisfactory to GE in GE’s reasonable discretion) with respect to the full amount of such obligation would satisfy the obligations set forth in this proviso).

(c) Notwithstanding anything to the contrary herein, HoldCo shall impose appropriate restrictions on the issuance of HoldCo securities, and on the transfer of HoldCo securities by GE, any Subsidiary of GE or any other holder thereof, as necessary to avoid the requirement for HoldCo to register as an “investment company” under the Investment Company Act of 1940, as amended, without reference to Rule 3a-2 promulgated thereunder. For the avoidance of doubt, as used in this Section 9.01(c), “HoldCo securities” shall include equity securities and debt securities of HoldCo.

(d) Notwithstanding anything to the contrary herein, prior to an IPO, no Member shall be permitted to Transfer, or permit the Transfer of, any Membership Interests or HoldCo Shares in a sale pursuant to Rule 144 under the Exchange Act.

Section 9.02. *GE/HoldCo Redemption Rights.* (a) HoldCo shall have the right (the “**First HoldCo Redemption Right**”), exercisable upon written notice to Comcast and the Company during the six-month period commencing on the three and one half year anniversary of the Closing Date, to require the Company to purchase securities representing 50% of GE’s Percentage Interest (as of immediately after the Closing), for a purchase price equal to the Redemption Purchase Price determined as of the date of receipt of the applicable written

election by Comcast and the Company, payable in cash; *provided* that, subject to the immediately succeeding sentence, at the election of GE, the First HoldCo Redemption Right may be effected by a sale of HoldCo Shares to the Company instead of a repurchase of Membership Interests by the Company, or any combination of the foregoing; and *provided, further*, that, subject to the immediately succeeding sentence, if GE or a Subsidiary has previously sold HoldCo Shares in connection with an IPO Purchase Right, the First HoldCo Redemption Right may be effected only by a sale of HoldCo Shares.

Notwithstanding the immediately preceding sentence, Comcast may require that the First HoldCo Redemption Right be effected first by a repurchase by the Company of Membership Interests (instead of a purchase of HoldCo Shares) up to an amount such that, after giving effect to such repurchase, the disposition by GE and its Subsidiaries of their remaining HoldCo Shares for a price per HoldCo Share equal to the portion of the Redemption Purchase Price attributable to one HoldCo Share will not result in GE and its Subsidiaries having a loss for U.S. federal income tax purposes on the disposition of such shares that is disallowed by operation of Treasury Regulations Section 1.1502-36(c) (or any successor provision) or as a result of any Change in Tax Law; *provided* that Comcast shall not be permitted to require that the First HoldCo Redemption Right be effected through the acquisition of Membership Interests to the extent that, after such purchase of Membership Interests and the accompanying purchase of HoldCo Shares pursuant to the exercise of the First HoldCo Redemption Right, (A) HoldCo would be a member of the GE consolidated group for U.S. federal income tax purposes and (B) the aggregate bases of the members of GE's consolidated group for U.S. federal income tax purposes in their respective HoldCo Shares would be greater than the product of the Cushion Percentage and the allocable Redemption Purchase Price of such remaining HoldCo Shares. At the time of the exercise of the First HoldCo Redemption Right, the Chief Financial Officer of GE shall certify to Comcast and the Company as to GE's good faith estimate based on facts then known after due inquiry of (1) the aggregate bases of the members of GE's consolidated group in such members' HoldCo Shares for U.S. federal income tax purposes as of the Relevant Time, (2) HoldCo's basis in its Membership Interests for U.S. federal income tax purposes as of the Relevant Time, (3) the maximum portion of HoldCo's Membership Interests that could have been sold, as of the Relevant Time, at the Redemption Purchase Price without causing GE and its Subsidiaries to recognize a loss on such sale that is disallowed pursuant to Treasury Regulations Section 1.1502-36(c) (or any successor provision) and (4) a description of all facts (to the extent such facts would not be required to be recorded by the Company on a properly completed IRS Form 1065 (Schedule K-1)) occurring between the Relevant Time and the date of certification, or reasonably expected to occur prior to the consummation of the transactions pursuant to the First HoldCo Redemption Right, that could have an effect on the foregoing calculations during such time, in each case setting forth in reasonable detail the basis for such computation. The

Chief Financial Officer of GE shall deliver its certificate with respect to the matters described in clauses (1), (2) and (4) of the immediately preceding sentence together with the Exercise Notice for the First HoldCo Redemption Right and its certificate with respect to the matters described in clause (3) of the immediately preceding sentence as promptly as practicable after determination of the Redemption Purchase Price.

(b) HoldCo shall have the right (the “**Second HoldCo Redemption Right**” and together with the First HoldCo Redemption Right, the “**HoldCo Redemption Rights**”), exercisable upon written notice to Comcast and the Company during the six-month period commencing on the seven year anniversary of the Closing Date, to require the Company to purchase securities representing the remainder of GE’s Percentage Interest at such time, for a purchase price equal to the Redemption Purchase Price determined as of the date of receipt of the applicable written election by Comcast and the Company, payable in cash; *provided* that, subject to Section 9.08, at the election of GE, the Second HoldCo Redemption Right may be effected by a sale of HoldCo Shares to the Company instead of a repurchase of Membership Interest by the Company, or any combination of the foregoing; and *provided, further*, that, subject to Section 9.08, if GE or a Subsidiary has previously sold HoldCo Shares in connection with the First HoldCo Redemption Right, the Second Comcast Purchase Right or an IPO Purchase Right, the Second HoldCo Redemption Right may be effected only by a sale of HoldCo Shares.

(c) Notwithstanding anything to the contrary set forth in this Section 9.02, the Company shall not be required to satisfy a HoldCo Redemption Right to the extent that, after giving effect to any borrowing by the Company required to satisfy such HoldCo Redemption Right (assuming that all Available Cash is applied to the satisfaction of such HoldCo Redemption Right prior to any borrowing), (i) the Company is advised in writing by the credit rating advisory services of Standard & Poor’s Ratings Services or Moody’s Investors Service, Inc. that the Company would have a credit rating that is not an Investment Grade Credit Rating or (ii) the Board determines in good faith that the Company would reasonably be expected to have a ratio of consolidated Debt (as of the reasonably anticipated date of closing of such HoldCo Redemption Right) to consolidated EBITDA (for the most recent twelve month period for which consolidated EBITDA has been determined at the time of the closing of such HoldCo Redemption Right) in excess of 2.75. For the avoidance of doubt, the Company shall be required to satisfy the applicable HoldCo Redemption Right to the fullest extent possible without violating the restrictions set forth in clauses (i) and (ii) of the immediately preceding sentence. In satisfying the applicable HoldCo Redemption Right, the Company must use all Available Cash. In connection with any determination of a credit rating advisory service set forth above in clause (i), GE shall be given prompt notification of, and a reasonable opportunity to participate in, all discussions with the credit rating advisory service. In

connection with any Board determination set forth above in clause (ii), the Company shall give GE prompt notice of such determination and its basis therefor and at the same time a copy of all materials used by the Board in reaching such determination.

(d) If pursuant to Section 9.02(c) the Company is not required to satisfy all of a HoldCo Redemption Right, Comcast shall purchase the securities constituting such unsatisfied portion that the Company would be obligated to purchase but for Section 9.02(c) for a purchase price equal to the Redemption Purchase Price with respect to such unsatisfied portion determined as of the date of receipt of the applicable written election by Comcast and the Company, payable at the election of Comcast in cash or Qualifying Securities or any combination of the foregoing; *provided* that Comcast's purchase obligation with respect to the First HoldCo Redemption Right shall not exceed \$2.875 billion and with respect to the Second HoldCo Redemption Right shall not exceed an amount equal to (i) \$5.750 billion less (ii) the amount, if any, used by Comcast pursuant to this Section 9.02(d) to satisfy a portion of the First HoldCo Redemption Right; and *provided, further*, that, if Comcast elects to purchase securities in excess of its purchase obligation in connection with the First HoldCo Redemption Right, such excess amount shall not reduce its purchase obligation in respect of the Second HoldCo Redemption Right; and *provided, further*, that such purchase shall be structured (x) in the manner set forth in Section 9.02(a) in the case of the First HoldCo Redemption Right and (y) in the manner set forth in Section 9.02(b) or Section 9.08, as the case may be, in the case of the Second HoldCo Redemption Right. For the avoidance of doubt, notwithstanding the first proviso set forth in the immediately preceding sentence, with respect to each HoldCo Redemption Right Comcast shall have the right to purchase at the same valuation, in cash or Qualifying Securities, or any combination of the foregoing, any or all securities that by virtue of such proviso it is not obligated to purchase pursuant to such HoldCo Redemption Right. Notwithstanding anything to the contrary herein, the cap on Comcast's purchase obligation with respect to any HoldCo Redemption Right shall be reduced by the amount of any purchase price previously paid by Comcast in connection with the exercise of any IPO Purchase Right made in response to any IPO Registration Request (as defined in Exhibit D) pursuant to Section 2(a)(iii) or Section 2(a)(iv) of Exhibit D.

(e) In the event that Comcast elects to deliver Qualifying Securities in satisfaction of all or any portion of its obligations pursuant to Section 9.02(d), Comcast shall be required to deliver such number of Qualifying Securities that, if sold by HoldCo in a single transaction on the date of receipt with the goal of maximizing the value received for such securities would generate cash proceeds, net of all market discounts, fees and expenses, equal to the portion of the Redemption Purchase Price being satisfied. In the event that GE disagrees with Comcast's determination of the number of Qualifying Securities delivered pursuant to the immediately preceding sentence, GE shall within five Business

Days of their delivery provide written notice to Comcast of such disagreement. If Comcast and GE are unable to resolve such disagreement within five Business Days of the delivery of such notice, GE may within five Business Days of the expiration of such period by written notice to Comcast elect to cause the dispute to be resolved by a mutually agreeable arbitrator (who shall be an independent third party with relevant expertise) pursuant to an arbitration process not to exceed 10 Business Days and conducted in New York, New York under the Commercial Arbitration Rules of the American Arbitration Association in effect at the time of the arbitration, except as they may be modified herein or by agreement of the parties. If an arbitration is necessary and Comcast and GE do not mutually select and appoint an arbitrator within five Business Days following delivery of the notice pursuant to the preceding sentence, an arbitrator shall be selected and appointed in the manner set forth in the final two sentences of Section 10.02(f). All fees and disbursements of the arbitrator shall be paid by Comcast. In the event the arbitrator determines that the delivery of Qualifying Securities was deficient, Comcast shall promptly pay the amount of such deficiency to HoldCo or GE, as applicable, in cash, by wire transfer of immediately available funds, plus interest from the date of closing of the applicable HoldCo Redemption Right until the date on which such payment is made at a rate equal to LIBOR (as in effect on the date of the commencement of such interest period).

(f) Notwithstanding anything to the contrary in this Agreement, if (i) Comcast elects to deliver Qualifying Securities in satisfaction of all or any portion of its obligations pursuant to Section 9.02(d) and (ii) pursuant to Section 9.04(c)(i), the closing of the relevant HoldCo Redemption Right would occur during a Comcast Blackout Period, then Comcast may elect to delay such closing until after such Comcast Blackout Period; *provided* that if Comcast so delays such closing, the Redemption Purchase Price payable in connection with such HoldCo Redemption Right shall accrue interest from the latest date on which the closing of such HoldCo Redemption Right would otherwise have taken place pursuant to Section 9.04(c)(i) until the date on which such closing takes place at a rate equal to LIBOR (as in effect on the date of the commencement of such interest period).

(g) Prior to delivering any Qualifying Securities, (i) Comcast shall file a shelf registration statement registering the offer and sale of such shares by GE or HoldCo that will permit GE or HoldCo to effect the immediate sale thereof without volume limitations or any similar limitations (subject to the suspension periods set forth in Exhibit D, with references to the Company being understood to mean Comcast) and (ii) such shelf registration statement shall have been declared effective. Comcast will keep such registration statement effective and will comply with the registration procedures in Section 5 of Exhibit D hereto (as though such procedures were applicable to it, with references to the Company being understood to mean Comcast) to permit GE or HoldCo to effect offers and sales of Qualifying Securities under such registration statement at any time

thereafter that GE or HoldCo continues to hold any Qualifying Securities (subject to the suspension periods set forth in Exhibit D, with references to the Company being understood to mean Comcast) until the entire amount of Qualifying Securities held by GE or HoldCo may be sold without any limitation as to volume under Rule 144 (or any successor or similar provision then in force) under the Securities Act; *provided* that, notwithstanding the foregoing, Comcast shall be obligated to keep such shelf registration statement effective until such time as the aggregate value of the Qualifying Securities held by GE or HoldCo (based on the average closing sale price of the Qualifying Security on the principal exchange on which the Qualifying Security is listed or on the principal inter-dealer quotation system on which the Qualifying Security is quoted during the preceding ten trading days) first falls below \$1 billion. For so long as Comcast is obligated pursuant to the immediately preceding sentence to keep such registration statement effective, Comcast will reasonably cooperate with and assist GE or HoldCo in connection with underwritten offerings of Qualifying Securities in accordance with the registration procedures in Section 5 of Exhibit D hereto (as though such procedures were applicable to it, with references to the Company being understood to mean Comcast), subject to the suspension periods set forth in Exhibit D, with references to the Company being understood to mean Comcast. Without limiting the foregoing, Comcast will enter into a customary agreement with GE or HoldCo providing for the indemnification of GE or HoldCo and such party's Affiliates in connection with any information included in (or omitted from) the applicable registration statement, other than any information supplied for inclusion in (or omitted from) such registration statement by or on behalf of a selling holder. Notwithstanding anything to the contrary in this Section 9.02(g), neither GE nor HoldCo shall be permitted to effect offers or sales of Qualifying Securities made in reliance on such registration statement (excluding, for the avoidance of doubt, offers or sales made in reliance on any applicable exemption from the registration requirements under the Securities Act) during any Comcast Blackout Period.

Section 9.03. *Comcast Purchase Rights.* (a) Comcast shall have the right (the “**First Comcast Purchase Right**”), exercisable upon written notice to GE and the Company during the ten Business Day period after the determination of the Fully Distributed Public Market Value in respect of the First HoldCo Redemption Right, to acquire from GE and its Affiliates securities representing the remainder (but not less than the remainder) of GE's Percentage Interest at the Redemption Purchase Price (determined using the same valuation as the valuation for the First HoldCo Redemption Right), payable in cash. Subject to Section 9.08, at the election of GE, the First Comcast Purchase Right may be effected by a sale of Membership Interests or HoldCo Shares or any combination of the foregoing; *provided* that if GE intends to sell HoldCo Shares in connection with the First HoldCo Redemption Right or has previously sold HoldCo Shares in

connection with an IPO Purchase Right, the First Comcast Purchase Right may be effected only by a sale of HoldCo Shares.

(b) If the First HoldCo Redemption Right is not exercised pursuant to Section 9.02(a), Comcast shall have the right (the “**Second Comcast Purchase Right**”), exercisable upon written notice to GE and the Company during the six-month period commencing on the five year anniversary of the Closing Date, to acquire from GE and its Affiliates securities representing 50% of GE’s Percentage Interest (as of immediately after the Closing), for a purchase price equal to the Redemption Purchase Price determined as of the date of receipt of the applicable written election by GE and the Company, payable in cash. Subject to the immediately succeeding sentence, at the election of GE, the Second Comcast Purchase Right may be effected by a sale of Membership Interests or HoldCo Shares or any combination of the foregoing; *provided* that if GE has previously sold HoldCo Shares in connection with an IPO Purchase Right, the Second Comcast Purchase Right may be effected only by a sale of HoldCo Shares. Notwithstanding the immediately preceding sentence, Comcast may require that the Second Comcast Purchase Right be effected first by a purchase by Comcast of Membership Interests (instead of a purchase of HoldCo Shares) up to an amount such that, after giving effect to such purchase, the disposition by GE and its Subsidiaries of their remaining HoldCo Shares for a price per HoldCo Share equal to the portion of the Redemption Purchase Price attributable to one HoldCo Share will not result in GE and its Subsidiaries having a loss for U.S. federal income tax purposes on the disposition of such shares that is disallowed by operation of Treasury Regulations Section 1.1502-36(c) (or any successor provision) or as a result of any Change in Tax Law; *provided* that Comcast shall not be permitted to require that the Second Comcast Purchase Right be effected through the acquisition of Membership Interests to the extent that, after such purchase of Membership Interests and the accompanying purchase of HoldCo Shares pursuant to the exercise of the Second Comcast Purchase Right, (A) HoldCo would be a member of the GE consolidated group for U.S. federal income tax purposes and (B) the aggregate bases of the members of GE’s consolidated group for U.S. federal income tax purposes in their respective HoldCo Shares would be greater than the product of the Cushion Percentage and the allocable Redemption Purchase Price of such remaining HoldCo Shares. If the First HoldCo Redemption Right is not exercised pursuant to Section 9.02(a), the Chief Financial Officer of GE shall certify to Comcast and the Company as to GE’s good faith estimate based on facts then known after due inquiry of (1) the aggregate bases of the members of GE’s consolidated group in such members’ HoldCo Shares for U.S. federal income tax purposes as of the Relevant Time, (2) HoldCo’s basis in its Membership Interests for U.S. federal income tax purposes as of the Relevant Time, (3) the maximum portion of HoldCo’s Membership Interests that could have been sold, as of the Relevant Time, at the Redemption Purchase Price without causing GE and its Subsidiaries to recognize a loss on



such sale that is disallowed pursuant to Treasury Regulations Section 1.1502-36(c) (or any successor provision) or as a result of any Change in Tax Law and (4) a description of all facts (to the extent such facts would not be required to be recorded by the Company on a properly completed IRS Form 1065 (Schedule K-1)) occurring between the Relevant Time and the date of certification, or reasonably expected to occur prior to the consummation of the transactions pursuant to the Second Comcast Purchase Right, that could have an effect on the foregoing calculations during such time, in each case, setting forth in reasonable detail the basis for such computation. The Chief Financial Officer of GE shall deliver its certificate with respect to the matters described in clauses (1), (2) and (4) of the immediately preceding sentence prior to the first date on which the Second Comcast Purchase Right is exercisable, but no earlier than 30 days prior thereto, and its certificate with respect to the matters described in clause (3) of the immediately preceding sentence as promptly as practicable after the determination of the Redemption Purchase Price.

(c) If the Second HoldCo Redemption Right is exercised pursuant to Section 9.02(b), Comcast shall have the right (the “**Third Comcast Purchase Right**”), exercisable upon written notice to GE and the Company during the ten Business Day period after determination of the Fully Distributed Public Market Value in respect of the Second HoldCo Redemption Right, to acquire all (but not less than all) Membership Interests and HoldCo Shares previously Transferred by GE and its Affiliates to third parties (excluding, for the avoidance of doubt, any Membership Interest, HoldCo Shares or any successor securities Transferred by GE or its Affiliates pursuant to a Public Offering or pursuant to a Rule 144 Sale), for a purchase price equal to the Redemption Purchase Price (determined using the same valuation as the valuation for the Second HoldCo Redemption Right), payable in cash.

(d) Comcast shall have the right (the “**Fourth Comcast Purchase Right**”), exercisable upon written notice to GE and the Company during the six-month period commencing on the eight year anniversary of the Closing Date, to acquire from GE and its Affiliates securities representing the remainder (but not less than the remainder) of GE’s Percentage Interest at such time, for a purchase price equal to the Redemption Purchase Price determined as of the date of receipt of the applicable written election by GE and the Company, payable in cash. Subject to Section 9.08, at the election of GE, the Fourth Comcast Purchase Right may be effected by a sale of Membership Interests or HoldCo Shares or any combination of the foregoing; *provided* that if GE has previously sold HoldCo Shares in connection with the First HoldCo Redemption Right, the Second HoldCo Redemption Right, the Second Comcast Purchase Right or an IPO Purchase Right, the Fourth Comcast Purchase Right may be effected only by a sale of HoldCo Shares.

(e) Comcast shall have the right (a **“Public Offering Purchase Right”** and together with the First Comcast Purchase Right, the Second Comcast Purchase Right, the Third Comcast Purchase Right and the Fourth Comcast Purchase Right, the **“Comcast Purchase Rights”**), exercisable after a request for registration under Section 2 or 3 of Exhibit D has been made and prior to the execution of the underwriting agreement relating to such registration, by written notice to GE and the Company, to acquire all, but not less than all, of the Registrable Securities that GE and its Affiliates seek to register pursuant to such registration request, for a purchase price equal to their allocable portion of Public Market Value determined as of the date of receipt of the applicable written election by GE, payable in cash; *provided* that a Public Offering Purchase Right that has not been consummated shall not survive the withdrawal of the related request for registration (including, for the avoidance of doubt, if such withdrawal occurs after the exercise but prior to the consummation of such Public Offering Purchase Right). The determination of Public Market Value shall commence as promptly as practicable after notice of a request for registration under Section 2 or 3 of Exhibit D has been made. Subject to the immediately succeeding sentence and Section 9.08, if Comcast exercises a Public Offering Purchase Right in connection with a request for an IPO registration (an **“IPO Purchase Right”**), at the election of GE, the IPO Purchase Right may be effected by sale of Membership Interests or HoldCo Shares or any combination of the foregoing; *provided* that if GE has previously sold HoldCo Shares in connection with a HoldCo Redemption Right or a Comcast Purchase Right, such Public Offering Purchase Right may be effected only by a sale of HoldCo Shares. Notwithstanding the immediately preceding sentence, if (i) Comcast exercises an IPO Purchase Right and (ii) such IPO Purchase Right would not give Comcast the right to acquire securities representing all, but not less than all, of GE’s Percentage Interest at such time, then Comcast may require that such IPO Purchase Right be effected first by a purchase of Membership Interests (instead of HoldCo Shares) up to an amount such that, after giving effect to such purchase, the disposition by GE and its Subsidiaries of their remaining HoldCo Shares at their allocable portion of Public Market Value will not result in GE and its Subsidiaries having a loss for U.S. federal income tax purposes on the disposition of such shares that is disallowed by operation of Treasury Regulations Section 1.1502-36(c) (or any successor provision) or as a result of any Change in Tax Law; *provided* that Comcast shall not be permitted to require that the IPO Purchase Right be effected through the acquisition of Membership Interests to the extent that, after such purchase of Membership Interests and the accompanying purchase of HoldCo Shares pursuant to the exercise of the IPO Purchase Right, (A) HoldCo would be a member of the GE consolidated group for U.S. federal income tax purposes and (B) the aggregate bases of the members of GE’s consolidated group for U.S. federal income tax purposes in their respective HoldCo Shares would be greater than the product of the Cushion Percentage and the allocable Public Market Value of such remaining HoldCo Shares. At the time

of a request by GE for registration under Section 2 or 3 of Exhibit D, the Chief Financial Officer of GE shall certify to Comcast and the Company as to GE's good faith estimate based on facts then known after due inquiry of (1) the aggregate bases of the members of GE's consolidated group in such members' HoldCo Shares for U.S. federal income tax purposes as of the Relevant Time, (2) HoldCo's basis in its Membership Interests for U.S. federal income tax purposes as of the Relevant Time, (3) the maximum portion of HoldCo's Membership Interests that could have been sold, as of the Relevant Time, at the Public Market Value without causing GE and its Subsidiaries to recognize a loss on such sale that is disallowed pursuant to Treasury Regulations Section 1.1502-36(c) (or any successor provision) or as a result of any Change in Tax Law and (4) a description of all facts (to the extent such facts would not be required to be recorded by the Company on a properly completed IRS Form 1065 (Schedule K-1)) occurring between the Relevant Time and the date of certification, or reasonably expected to occur prior to the consummation of the transactions pursuant to the IPO Purchase Right, that could have an effect on the foregoing calculations during such time, in each case setting forth in reasonable detail the basis for such computation. The Chief Financial Officer of GE shall deliver its certificate with respect to the matters described in clauses (1), (2) and (4) of the immediately preceding sentence upon GE's request for registration and its certificate with respect to the matters described in clause (3) of the immediately preceding sentence as promptly as practicable after determination of the Public Market Value.

Section 9.04. *Redemption/Purchase Transactions.* (a) If HoldCo exercises its rights pursuant to a HoldCo Redemption Right or Comcast exercises its rights pursuant to a Comcast Purchase Right, the party exercising such rights shall give the other party notice in writing stating such election (an "**Exercise Notice**"). Once delivered, an Exercise Notice shall be irrevocable except as otherwise mutually agreed by HoldCo and Comcast. Upon delivery of an Exercise Notice, each of HoldCo and Comcast shall promptly designate a representative (a "**Purchase Representative**") who shall be an individual responsible for overseeing the exercise of the HoldCo Redemption Right or Comcast Purchase Right, to whom all communications on such matter will be directed, and who shall have authority to act on behalf of the party that appointed such individual. In the case of a HoldCo Redemption Right, the Purchase Representative designated by Comcast shall have the authority to act on behalf of the Company as well as Comcast. Each party may replace its Purchase Representative at any time upon written notice to the other party's Purchase Representative. The Purchase Representatives shall meet as soon as reasonably practicable, but in any event not later than five Business Days, following delivery of the Exercise Notice.

(b) HoldCo and Comcast, through their Purchase Representatives, will promptly cause the Fully Distributed Public Market Value determination procedures set forth in Section 9.05 to be commenced (except in the case of a

Public Offering Purchase Right exercised after an IPO or in the case of the First Comcast Purchase Right and the Third Comcast Purchase Right), shall identify and promptly commence the steps necessary for obtaining all Governmental Approvals necessary to consummate the HoldCo Redemption Right or Comcast Purchase Right, as applicable, and shall prepare all required documentation.

(c) The closing of any HoldCo Redemption Right or Comcast Purchase Right shall take place on a date to be specified by HoldCo and Comcast which shall occur no later than (i) the tenth Business Day following the later to occur of receipt of all required Governmental Approvals and the final determination of Fully Distributed Public Market Value in accordance with Section 9.05, if applicable, or (ii) such other date as may be mutually agreed in writing by HoldCo and Comcast; *provided* that (A) if the First HoldCo Redemption Right and First Comcast Purchase Right are both exercised, the closing in respect of such transactions shall occur simultaneously on the same date, (B) if the Second HoldCo Redemption Right and the Third Comcast Purchase Right are both exercised, the closing in respect of such transactions shall occur simultaneously on the same date and (C) if in connection with the closing of any HoldCo Redemption Right or Comcast Purchase Right, GE is selling or causing to be sold both Membership Interests and HoldCo Shares, the sale of Membership Interests shall occur prior to the sale of HoldCo Shares on the closing date. The parties shall act in good faith to cause such closing to occur on such date as determined by the foregoing sentence, including using commercially reasonable efforts to obtain any required Governmental Approvals as promptly as practicable. At the closing of the HoldCo Redemption Right or Comcast Purchase Right, HoldCo and its Affiliates, as applicable, shall sell, and the Company and Comcast, as applicable, shall purchase, the applicable securities free and clear of all liens and encumbrances (other than those arising under this Agreement). In connection with such closing and except as otherwise provided in the HoldCo Agreement, neither HoldCo or any of its Affiliates shall be required to make any representations or warranties or provide any indemnification to Comcast and the Company other than with respect to (u) corporate existence, (v) due execution and delivery, (w) corporate authority, (x) enforceability, (y) non-contravention of law, organizational documents and material contracts and (z) title to the securities (free and clear of all liens and encumbrances) (the “**Specified Representations**”).

(d) Notwithstanding anything to the contrary contained herein, if in connection with the exercise of a HoldCo Redemption Right the Company would be obligated to purchase securities representing all or any portion of GE’s Percentage Interest, Comcast shall have the right to require the Company to assign its obligation to purchase any of such securities to Comcast or any Affiliate of Comcast; *provided* that for purposes of determining the continued entitlement of GE and its Affiliates to any rights hereunder that terminate if GE’s Percentage Interest is less than a specified threshold, GE’s Percentage Interest shall be calculated as if the Company had redeemed such securities. In addition, at the

request of Comcast in connection with any HoldCo Redemption Right or Comcast Purchase Right in which Comcast will purchase securities representing the remainder of GE's Percentage Interest, the parties to this Agreement shall cooperate with respect to (i) the negotiation and execution of Company financing in an amount sufficient to complete such transaction and (ii) the structuring of such transaction to allow the Comcast Members to receive and use Company funds (whether or not such funds are the proceeds of such financing) to complete such transaction. In furtherance of the foregoing, GE agrees not to exercise any veto rights pursuant to Section 4.10 with respect to actions by the Company in connection with such financing or any dividends of Company funds.

Section 9.05. *Determination of Fully Distributed Public Market Value.*

(a) **"Fully Distributed Public Market Value"** means the anticipated aggregate common equity market value of the Company on the NYSE or NASDAQ following completion of an IPO and related market stabilization activities, with such valuation to be established (i) using the Public Market Valuation Methodology of the Company's consolidated and unconsolidated businesses, (ii) assuming the Company is a non-controlled stand-alone entity with a single class of fully-distributed common stock publicly traded on an active and liquid market; (iii) assuming no premium or strategic value due to third-party interest or bid speculation; and (iv) taking into account all relevant facts and circumstances.

(b) **"Fully Distributed Public Market Value"** shall be determined by the following process:

(i) No later than the 30th day after the Notice Date, Comcast and GE each will engage one Appraiser (the **"Initial Appraisers"**) for purposes of estimating Fully Distributed Public Market Value. Comcast shall also deliver to GE a list of two potential Appraisers each of whom shall be independent of, and not Affiliated with, Comcast, GE, their Affiliates or the first two Appraisers and who shall not have been engaged by GE or Comcast or any of their respective Affiliates (including the Company and its Subsidiaries) in connection with a material transaction other than a capital market or commercial lending transaction during the six calendar months preceding the date of such delivery. GE shall select a third Appraiser from the list of two for the purpose of estimating Fully Distributed Public Market Value. All fees and disbursements of each such Appraiser shall be the responsibility of the party that engaged such Appraiser; *provided* that Comcast shall be responsible for the fees and disbursements of the third Appraiser. Each such Appraiser shall determine Fully Distributed Public Market Value in good faith in accordance with Section 9.05(a) and deliver its estimate of Fully Distributed Public Market Value not later than the first Business Day that is at least 90 days after the Notice Date. If the higher of the two estimates of Fully Distributed Public Market Value submitted by the Initial

Appraisers is not more than 115% of the lower estimate, then the Fully Distributed Public Market Value will be deemed to be the average of the Fully Distributed Public Market Value estimates of the two Appraisers.

(ii) If the higher of the Initial Appraisers' estimates of Fully Distributed Public Market Value is more than 115% of the lower estimate, then the Fully Distributed Public Market Value shall be the average of the Fully Distributed Public Market Value estimated by the two closest estimates among the three Appraisers.

(iii) Promptly following the engagement of each Appraiser pursuant to this Section 9.05(b), the Company shall (w) provide such Appraiser with written instructions regarding the preparation of the Appraisals, including a copy of the pertinent sections of this Agreement; (x) provide the Company's most recent consolidated financial statements; (y) provide financial forecasts for the Company on a consolidated basis for the then-current year and the following year; and (z) make available to each Appraiser a management presentation with respect to the matters set forth in clauses (x) and (y). Each Appraiser shall receive identical information pursuant to this Section 9.05(b)(iii).

(c) **"Public Market Valuation Methodology"** will consist of an analysis of the trading multiples of a group of publicly-traded comparable companies. The principal comparable companies will include those companies in the cable and broadcasting entertainment industry that are most similar in growth rate and size (in terms of revenue, EBITDA and market capitalization) to the Company. On a secondary basis, the Appraiser may consider additional comparable companies, but only with adjustment of the trading multiples for material differences in business profiles (*e.g.*, growth rate, business mix, etc.) as compared to the Company. No consideration for private market value may be considered directly or indirectly. For example, if a stock price of a comparable company reflects acquisition bid speculation either (i) the company must be excluded from the group of comparable companies or (ii) the stock price must be adjusted to exclude the impact from the acquisition bid speculation. The Company's management will prepare a financial forecast for the current and next fiscal year. In the event that this financial forecast period is less than eighteen months as of the date provided, the Company's management will prepare a financial forecast for an additional fiscal year. The financial forecasts will be prepared on a basis consistent with financial guidance that would be provided to public shareholders. The Company's management financial forecast, adjusted as appropriate based on the reasonable judgment of the Appraiser, will be the sole financial forecast to be used in the determination of Fully Distributed Fair Market Value. For the avoidance of doubt, Public Market Valuation Methodology will not include: (a) "comparable acquisitions analysis" or any "private market" assessment of the Company (*i.e.*, will be made without regard to any premiums in

respect of an acquisition of a controlling interest or any discounts in respect of the acquisition of a minority interest), such as the value of such shares in an acquisition or other business combination transaction, or the price at which Membership Interests or Common Stock may have been acquired or sold previously or any previous proposals or expressions of interest to acquire the Company or its common Equity Securities; (b) a discounted cash flow analysis, sum-of-the-parts-analysis or any other valuation methodology not explicitly permitted herein; (c) the use of any estimates of the value of the Company published by the sellside research community or any other source; (d) any valuation derived from a financial plan which contemplates strategic scenarios not anticipated in the Company's financial plan including the sale of businesses or assets, acquisitions, joint ventures or any other type of strategic initiatives; or (e) the benefit of any tax attributes and the detriment of any tax liabilities of the Company the sharing of which is governed by Section 9 of the Tax Matters Agreement (for the avoidance of doubt, such tax attributes shall include tax basis attributable to the proceeds of a sale of a Contributed Asset (as defined in the Master Agreement) that gives rise to a Section 704(c) Tax Amount (as defined in the Tax Matters Agreement)).

Section 9.06. *Comcast Right of First Offer.* (a) Prior to GE, HoldCo or any of their respective Affiliates entering into any agreement providing for a proposed Transfer by GE, HoldCo or such Affiliate of any of its Membership Interests or HoldCo Shares to an unaffiliated third party acquirer (other than in the case of a Transfer pursuant to (i) a Public Offering, which shall be governed by the provisions of Section 9.03(e), or (ii) a Rule 144 Sale, which shall be governed by Section 9.07), HoldCo shall deliver a notice (the "**ROFO Notice**") to Comcast indicating its, GE's or such Affiliate's desire to Transfer or cause to be Transferred Membership Interests and/or HoldCo Shares, the number of securities of each type proposed to be Transferred, the cash price that GE, HoldCo or such Affiliate proposes to be paid for such securities (the "**ROFO Offer Price**") and in reasonable detail any other material terms sought by HoldCo or its Affiliate. The giving of the ROFO Notice will constitute an offer (the "**ROFO Offer**") by GE, HoldCo or such Affiliate, as applicable, to Transfer or cause to be Transferred such securities to Comcast or one of its Subsidiaries at the ROFO Offer Price for cash. At the time a ROFO Offer is made, the Chief Financial Officer of GE shall certify to Comcast and the Company as to GE's good faith estimate based on facts then known after due inquiry of (1) the aggregate bases of the members of GE's consolidated group in such members' HoldCo Shares for U.S. federal income tax purposes as of the Relevant Time, (2) HoldCo's basis in its Membership Interests for U.S. federal income tax purposes as of the Relevant Time, (3) the maximum portion of HoldCo's Membership Interests that could have been sold, as of the Relevant Time, at the ROFO Offer Price without causing GE and its Subsidiaries to recognize a loss on such sale that is disallowed pursuant to Treasury Regulations Section 1.1502-36(c) (or any successor provision) or as a result of

any Change in Tax Law and (4) a description of all facts (to the extent such facts would not be required to be recorded by the Company on a properly completed IRS Form 1065 (Schedule K-1)) occurring between the Relevant Time and the date of certification, or reasonably expected to occur prior to the consummation of the transaction pursuant to an acceptance of the ROFO Offer, that could have an effect on the foregoing calculations during such time, in each case setting forth in reasonable detail the basis for such computation. The Chief Financial Officer of GE shall deliver its certificate with respect to the matters described in clauses (1), (2), (3) and (4) of the immediately preceding sentence together with the ROFO Notice.

(b) Comcast may accept or reject the ROFO Offer in whole but not in part, in its sole discretion, by delivering a written notice of such acceptance or rejection, as the case may be, to HoldCo within 20 calendar days after receipt of the ROFO Notice. To the extent (i) the ROFO Offer would not give Comcast the right to acquire securities representing all, but not less than all, of the remainder of GE's Percentage Interest at such time, (ii) such ROFO Offer relates to the sale of HoldCo Shares and (iii) Comcast accepts the ROFO Offer with respect to such HoldCo Shares, Comcast may elect in its acceptance notice first to purchase, instead of such HoldCo Shares, Membership Interests representing up to the same portion of GE's Percentage Interest as that represented by such HoldCo Shares at a cash price equal to the *pro rata* portion of the ROFO Offer Price attributable to the HoldCo Shares with respect to which Comcast makes such election; *provided* that such right of Comcast to purchase Membership Interests instead of HoldCo Shares shall be limited so that, after giving effect to such purchase, the disposition by GE and its Subsidiaries of their remaining HoldCo Shares for a purchase price per HoldCo Share equal to the portion of the ROFO Offer Price attributable to one HoldCo Share will not result in GE and its Subsidiaries having a loss for U.S. federal income tax purposes on the disposition of such shares that is disallowed by operation of Treasury Regulations Section 1.1502-36(c) (or any successor provision) or as a result of any Change in Tax Law; *provided, further*, that Comcast shall not be permitted to require that the transactions pursuant to its acceptance of the ROFO Offer be effected through the acquisition of Membership Interests to the extent that, after such purchase and the accompanying purchase of HoldCo Shares pursuant to its acceptance of the ROFO Offer, (A) HoldCo would be a member of the GE consolidated group for U.S. federal income tax purposes and (B) the aggregate bases of the members of GE's consolidated group for U.S. federal income tax purposes in their respective HoldCo Shares would be greater than the product of the Cushion Percentage and the allocable ROFO Offer Price of such remaining HoldCo Shares. To the extent Comcast makes a valid election pursuant to the immediately preceding sentence, HoldCo shall be deemed for purposes of the provisions of this Section 9.06 to have made a ROFO Offer to Comcast with respect to the relevant amount of Membership Interests.



(c) If Comcast accepts such ROFO Offer within such 20 calendar day period, Comcast and the seller of the relevant Membership Interests or HoldCo Shares shall consummate the purchase and sale of the Membership Interests or HoldCo Shares as to which Comcast has accepted the ROFO Offer on the terms set forth in the ROFO Notice within 20 calendar days of the date of Comcast's acceptance of the ROFO Offer; *provided that*, if any Governmental Approvals are required in connection with such transaction, such 20 calendar day period shall be extended until the expiration of three Business Days following the date on which all Governmental Approvals required with respect to such proposed transaction are obtained and any applicable waiting periods under applicable Law have expired or been terminated but in no event will such period be extended for more than an additional 120 calendar days (it being understood that, if any such required Governmental Approvals are not obtained within such 120 calendar day period, Comcast and the proposed seller shall not be obligated to proceed with the proposed transaction and the proposed seller may include the Membership Interests or HoldCo Shares which were to have been sold to Comcast in any transaction effected pursuant to Section 9.06(d)). The parties to any such transaction shall use their respective commercially reasonable efforts to obtain any such required Governmental Approvals. At the closing of the Transfer, Comcast or the applicable Comcast Subsidiary shall purchase the applicable securities free and clear of all liens and encumbrances (other than those arising under this Agreement or the HoldCo Agreement). In connection with such closing and except as otherwise provided in the HoldCo Agreement, neither GE nor HoldCo or any of their respective Affiliates shall be required to make any representations or warranties or provide any indemnification to Comcast or the applicable Comcast Subsidiary except for or in respect of the Specified Representations.

(d) If Comcast fails to accept the ROFO Offer within the 20 calendar day period referred to in Section 9.06(b) or if Comcast timely accepts the ROFO Offer and the proposed transaction contemplated by such acceptance is not consummated as a result of a failure to receive all required Governmental Approvals within the 120 calendar day period referred to in Section 9.06(c), then GE, HoldCo or the applicable seller may Transfer or cause to be Transferred all (but not less than all) of the securities set forth in the ROFO Notice which Comcast has not elected to purchase or which Comcast is not able to purchase as a result of a failure to receive all required Governmental Approvals to an unaffiliated third party acquirer at a price no less than 96% of the price proposed in the ROFO Notice and on other terms and conditions that are no more favorable, other than in an immaterial respect, to the unaffiliated third party acquirer than the terms and conditions specified in the ROFO Notice, at any time during the period ending 120 calendar days after the delivery date of the ROFO Notice; *provided* that such period will be extended until the expiration of three Business Days following the date on which all Governmental Approvals required with respect to

such proposed Transfer have been obtained and any applicable waiting periods under applicable Law have expired or been terminated, but in no event will such period be extended for more than an additional 120 calendar days. If, however, GE, HoldCo or the applicable seller fails to complete or cause to be completed the proposed Transfer to an unaffiliated third party acquirer within such time periods, then any proposed Transfer pursuant to this Section 9.06 shall again become subject to Comcast's right of first offer pursuant to this Section 9.06.

Section 9.07. *Comcast Right With Respect to Rule 144 Sales.* (a) Prior to GE, HoldCo or any of their respective Affiliates Transferring any shares of Common Stock in a sale pursuant to Rule 144 under the Securities Act (a "**Rule 144 Sale**"), HoldCo shall deliver a notice (a "**Rule 144 Sale Notice**") to Comcast indicating its, GE's or such Affiliate's desire to Transfer or cause to be Transferred shares of Common Stock pursuant to such Rule 144 Sale and the number of shares of Common Stock proposed to be Transferred pursuant to such Rule 144 Sale. The giving of the Rule 144 Sale Notice will constitute an offer (the "**Rule 144 Offer**") by GE, HoldCo or such Affiliate, as applicable, to Transfer or cause to be Transferred such shares of Common Stock to Comcast or one of its Subsidiaries at the Rule 144 Offer Price for cash. The "**Rule 144 Offer Price**" shall be the average of the daily volume weighted average per share trading prices of the shares of Common Stock on the primary exchange or market on which such shares trade for the 20 trading days ending on the trading day immediately preceding the delivery of the applicable Rule 144 Sale Notice.

(b) Comcast may accept or reject the Rule 144 Offer in whole but not in part, in its sole discretion, by delivering an written notice of such acceptance or rejection, as the case may be, to HoldCo within 3 Business Days after receipt of the Rule 144 Sale Notice.

(c) If Comcast accepts such Rule 144 Offer within such 3 Business Day period, Comcast shall consummate the purchase and sale of the shares of Common Stock pursuant to the Rule 144 Offer at the Rule 144 Offer Price within 20 calendar days of the date of Comcast's acceptance of the Rule 144 Offer; *provided that*, if any Governmental Approvals are required in connection with such transaction, such 20 calendar day period shall be extended until the expiration of three Business Days following the date on which all Governmental Approvals required with respect to such proposed transaction are obtained and any applicable waiting periods under applicable Law have expired or been terminated but in no event will such period be extended for more than an additional 120 calendar days (it being understood that, if any such required Governmental Approvals are not obtained within such 120 calendar day period, Comcast and the proposed seller shall not be obligated to proceed with the proposed transaction and the proposed seller may include the shares of Common Stock which were to have been sold to Comcast in one or more Rule 144 Sales effected in accordance with Section 9.07(d)). The applicable parties shall use

their respective commercially reasonable efforts to obtain any such required Governmental Approvals. At the closing of the Transfer, Comcast or the applicable Comcast Subsidiary shall purchase the applicable securities free and clear of all liens and encumbrances (other than those arising under this Agreement or the HoldCo Agreement). In connection with such closing and except as otherwise provided in the HoldCo Agreement, neither GE nor HoldCo or any of their respective Affiliates shall be required to make any representations or warranties or provide any indemnification to Comcast or the applicable Comcast Subsidiary except for or in respect of the Specified Representations.

(d) If Comcast fails to accept the Rule 144 Offer within the 3 Business Day period referred to in Section 9.07(b) or if Comcast timely accepts the Rule 144 Offer and the proposed transaction contemplated by such acceptance is not consummated as a result of a failure to receive all required Governmental Approvals within the 120 calendar day period referred to in Section 9.07(c), then GE, HoldCo or the applicable seller thereafter may Transfer or cause to be Transferred in one or more Rule 144 Sales the securities set forth in the Rule 144 Sale Notice which Comcast has not elected to purchase at any time during the period ending 10 trading days (on the primary exchange or market on which shares of Common Stock trade) after the expiration of the 3 Business Day period referred to in Section 9.07(b). If, however, GE, HoldCo or the applicable seller fails to complete or cause to be completed the proposed Transfer in one or more Rule 144 Sales within such time periods, then any proposed Transfer pursuant to this Section 9.07 shall again become subject to Comcast's right of first offer pursuant to this Section 9.07.

Section 9.08. *Back-End Transaction.* (a) Notwithstanding anything to the contrary in this Agreement, if, at the time a Roll-Up Right is exercised by giving notice in accordance with the applicable provisions of this Agreement, the Back-End Trigger Condition is satisfied with respect to such Roll-Up Right, then, in lieu of the consideration otherwise specified in this Agreement to be paid in connection with such Roll-Up Right, Comcast, GE, HoldCo and the Company shall effect the transactions provided in Exhibit E-1 hereto (collectively, the "**Back-End Transaction**") and pay the consideration to be paid in the Back-End Transaction. Comcast and GE shall cooperate in good faith in implementing the Back-End Transaction (including, to the extent necessary, by amending this Agreement).

(b) In connection with the exercise of a Roll-Up Right (which term shall include, for the purposes of this Section 9.08(b), a Second HoldCo Redemption Right irrespective of whether it would give GE and HoldCo the right to sell all, but not less than all, of the remainder of GE's Percentage Interest at such time), and if such Roll-Up Right is exercised by GE, at the time of such exercise, the Chief Financial Officer of GE shall certify to Comcast and the Company as to GE's good faith estimate based on facts then known after due inquiry of (1) GE's

basis in its HoldCo Shares for U.S. federal income tax purposes as of the Relevant Time, (2) the aggregate bases of the members of GE's consolidated group in such members' Membership Interests for U.S. federal income tax purposes as of the Relevant Time, (3) the maximum portion of HoldCo's Membership Interests that could have been sold, as of the Relevant Time, at the Roll-Up Purchase Price without causing GE and its Subsidiaries to recognize a loss on such sale that is disallowed pursuant to Treasury Regulations Section 1.1502-36(c) (or any successor provision) or as a result of any Change in Tax Law and (4) a description of all facts (to the extent such facts would not be required to be recorded by the Company on a properly completed IRS Form 1065 (Schedule K-1)) occurring between the Relevant Time and the date of certification, or reasonably expected to occur prior to the consummation of the transactions pursuant to the Roll-Up Right, that could have an effect on the foregoing calculations during such time, in each case setting forth in reasonable detail the basis for such computation. The Chief Financial Officer of GE shall deliver its certificate with respect to the matters described in clauses (1), (2) and (4) of the immediately preceding sentence (A) upon the exercise of the Roll-Up Right if such Roll-Up Right is exercised by GE or HoldCo, as the case may be, and (B) 60 calendar days before the date on which the Roll-Up Right described in clauses (i) and (ii) of the definition of Roll-Up Right may first be exercised if Comcast has the right to exercise such Roll-Up Right; *provided* that if Comcast's right to exercise such Roll-Up Right is triggered by any action by or on behalf of GE or HoldCo, then such certificate shall be delivered upon the taking of such action by or on behalf of GE or HoldCo, as the case may be. The certificate with respect to the matters described in clause (3) of the first sentence of this Section 9.08(b) shall be delivered as promptly as practicable after determination of the relevant Roll-Up Purchase Price.

(c) If HoldCo exercises the Second HoldCo Redemption Right but the consummation thereof does not require the Company and/or Comcast (and Comcast does not elect) to acquire all of GE's Percentage Interest at such time, then GE and Comcast will cooperate in good faith to implement a mutually agreeable alternative transaction to a Second HoldCo Redemption Right that would give HoldCo and GE the right to sell all, but not less than all, of the remainder of GE's Percentage Interest at such time, which alternative transaction shall replicate, to the greatest extent possible, the economic arrangements and related tax consequences contemplated by this Agreement and the Tax Matters Agreement giving effect to Membership Interests and/or HoldCo Shares being retained by GE and/or its Affiliates. For the avoidance of doubt, if GE and Comcast are unable to agree on such alternative transaction, then the Back-End Transaction shall not be effected and the consideration to be paid in connection with the Second HoldCo Redemption Right shall be the Redemption Purchase Price as determined in accordance with Section 9.02(b).

Section 9.09. *HoldCo Tag-Along Right.* (a) Prior to entering into a definitive agreement providing for the proposed Transfer (by merger, consolidation, sale or otherwise) of all (but not less than all) of the Membership Interests owned by the Comcast Members to a Third Party Acquirer (a “**Tag-Along Sale**”), Comcast shall deliver a notice (a “**Tag-Along Notice**”) to HoldCo indicating the proposed purchase price and in reasonable detail the other material terms and conditions of the proposed Transfer, including the identity of the proposed Third Party Acquirer, and in the case of a proposed Transfer in which the consideration payable consists in part or in whole of consideration other than cash, such information relating to such consideration as HoldCo may reasonably request as being necessary to evaluate such non-cash consideration.

(b) Subject to Section 9.09(c), HoldCo may, in its sole discretion, elect to sell or cause to be sold in the proposed Transfer securities representing all (but not less than all) of GE’s Percentage Interest on the terms and conditions specified in the Tag-Along Notice; *provided* that if at such time GE has sold any HoldCo Shares to the Company or Comcast pursuant to a HoldCo Redemption Right or Comcast Purchase Right, GE may only sell or cause to be sold HoldCo Shares in such transaction (the “**Tag-Along Right**”).

(c) HoldCo may exercise its Tag-Along Right by delivering an irrevocable written notice of its election to do so (the “**Tag-Along Acceptance Notice**”) to Comcast within 20 calendar days after the delivery of the Tag-Along Notice. Upon the consummation of any Transfer pursuant to this Section 9.09, each of the sellers participating therein will receive the same form and amount of consideration for its securities and shall be subject to the same terms and conditions of Transfer (except as otherwise provided in the HoldCo Agreement); *provided* that if HoldCo is selling or causing to be sold HoldCo Shares (whether pursuant to the proviso set forth in Section 9.09(b) or at its election) (x) the aggregate consideration payable to HoldCo and its Affiliates in such Transfer shall equal a portion of the aggregate consideration payable to all of the sellers in such Transfer calculated by dividing GE’s Percentage Interest by the aggregate Percentage Interests being sold in such Transfer and (y) the aggregate consideration payable to the Comcast Members in such Transfer shall equal a portion of the aggregate consideration payable to all of the sellers in such Transfer calculated by dividing the Comcast Members’ aggregate Percentage Interests by the aggregate Percentage Interests being sold in such Transfer. Notwithstanding anything to the contrary contained herein, if the aggregate consideration payable to all of the sellers in the Tag-Along Sale exceeds the product of (x) the Percentage Interests represented by the securities to be sold in the Tag-Along Sale and (y) [\$28.15 billion]<sup>3</sup>, (A) the aggregate consideration payable to HoldCo and

---

<sup>3</sup> This amount will be increased by the purchase price for any Relevant Transactions (as defined in the Master Agreement) contributed at Closing, if any.

its Affiliates in the Tag-Along Sale shall be reduced by GE's Percentage Interest of 50% of such excess amount and (B) the aggregate consideration payable to Comcast and its Affiliates in the Tag-Along Sale shall be increased by the amount specified in clause (A).

(d) If HoldCo does not elect to exercise its Tag-Along Right by delivering a Tag-Along Acceptance Notice within the time period set forth in Section 9.09(c), then Comcast may Transfer or cause to be Transferred all (but not less than all) of the Membership Interests then held by Comcast and its Affiliates at the price proposed in the Tag-Along Notice and on other terms and conditions that are no more favorable (other than in an immaterial respect) to Comcast and its Affiliates than the terms and conditions specified in the Tag-Along Notice at any time during the period ending 180 calendar days after the expiration of the aforementioned time period; *provided* that such period shall be extended to the extent that such Transfer has not occurred by virtue of the failure to obtain all Governmental Approvals required with respect to such Transfer but in no event will such period be extended for more than an additional 180 days. If, however, Comcast fails to complete or cause to be completed the proposed Transfer to the Third Party Acquirer within such time periods, then any proposed Transfer pursuant to this Section 9.09 shall again become subject to HoldCo's Tag-Along Right.

(e) If HoldCo elects to exercise its Tag-Along Right in connection with a Transfer by the Comcast Members pursuant to this Section 9.09, then concurrently with the consummation of such Transfer Comcast shall give notice thereof to HoldCo, shall remit to HoldCo the total consideration (the cash portion of which is to be paid by wire transfer in accordance with GE's wire transfer instructions) for the securities of HoldCo and its Affiliates Transferred pursuant to such Transfer and shall furnish such other evidence of the completion and time of completion of such Transfer and the terms thereof as may be reasonably requested by HoldCo.

(f) Notwithstanding anything contained in this Section 9.09, there shall be no liability on the part of Comcast to HoldCo or any other Person if a Transfer by the Comcast Members pursuant to this Section 9.09 is not consummated for whatever reason, regardless of whether HoldCo has delivered a Tag-Along Notice. Whether to effect a Transfer pursuant to this Section 9.09 is in the sole and absolute discretion of Comcast.

(g) If HoldCo elects to exercise its Tag-Along Right in connection with a Transfer by the Comcast Members pursuant to this Section 9.09, all of the sellers in such Transfer shall be obligated to join on a pro rata basis (based on their respective entitlements to consideration payable in such Transfer) in any indemnification or other obligations that Comcast agrees to provide or undertake in connection with such Transfer; *provided* that the liability resulting from any

such indemnity or similar obligation shall be several and not joint as between the Comcast Members, on the one hand, and HoldCo and its Affiliates, on the other hand.

Section 9.10. *Comcast Drag-Along Right.* (a) In connection with the proposed Transfer (by merger, consolidation, sale or otherwise) of all (but not less than all) of the Membership Interests owned by the Comcast Members to a Third Party Acquirer (a “**Drag-Along Sale**”), Comcast may at its option require and compel HoldCo or its Affiliates to Transfer or cause to be Transferred the securities representing GE’s Percentage Interest for the same consideration and otherwise on the same terms and conditions as the terms and conditions under which the Comcast Members are Transferring their Membership Interests pursuant to the Drag-Along Sale; *provided* that if at such time GE has sold any HoldCo Shares to the Company or Comcast pursuant to a HoldCo Redemption Right or Comcast Purchase Right, Comcast may only require and compel GE to sell or cause to be sold HoldCo Shares (the “**Drag-Along Right**”); and *provided, further*, that if GE is selling or causing to be sold HoldCo Shares instead of Membership Interests (whether pursuant to the preceding proviso or at its election) (x) the aggregate consideration payable to HoldCo and its Affiliates in the Drag-Along Sale shall equal a portion of the aggregate consideration payable to all of the sellers in the Drag-Along Sale calculated by dividing GE’s Percentage Interest by the aggregate Percentage Interests being sold in such Transfer and (y) the aggregate consideration payable to the Comcast Members in the Drag-Along Sale shall equal a portion of the aggregate consideration payable to all of the sellers in the Drag-Along Sale calculated by dividing the Comcast Members’ aggregate Percentage Interests by the aggregate Percentage Interests being sold in such Transfer.

(b) Notwithstanding anything to the contrary contained in Section 9.10(a), if the aggregate consideration payable to HoldCo and its Affiliates in the Drag-Along Sale is less than an amount equal to the Redemption Purchase Price determined as of the date of the Drag-Along Notice, Comcast shall remit to HoldCo the amount of such shortfall concurrently with the consummation of such Drag-Along Sale. In connection with any Drag-Along Notice delivered prior to an IPO, the parties shall promptly commence the appraisal process set forth in Section 9.05 to determine the Fully Distributed Public Market Value of the Company (which shall permit the Redemption Purchase Price to be calculated).

(c) Comcast may exercise its Drag-Along Right by delivering a written notice of its election (a “**Drag-Along Notice**”) to HoldCo within 15 calendar days of execution of a definitive agreement relating to the Drag-Along Sale. The Drag-Along Notice shall indicate the purchase price and the other material terms and conditions of the proposed Drag-Along Sale, including the identity of the proposed Third Party Acquirer.

(d) Concurrently with the consummation of the Drag-Along Sale pursuant to this Section 9.10, Comcast shall give notice thereof to HoldCo, shall remit to HoldCo the total consideration (the cash portion of which is to be paid by wire transfer in accordance with GE's wire transfer instructions) for the securities of HoldCo and its Affiliates Transferred pursuant hereto and shall furnish such other evidence of the completion and time of completion of such Transfer and the terms thereof as may be reasonably requested by HoldCo. Notwithstanding the foregoing or anything to the contrary contained in Section 9.10(a), if the conditions to a Drag-Along Sale are satisfied but an appraisal process as described in Section 9.10(b) is ongoing, the parties shall consummate the closing without taking into account any shortfall amount referred to in Section 9.10(b) in calculating the amount of the total consideration to be remitted to HoldCo. Upon conclusion of an appraisal process pursuant to Section 9.10(b), Comcast shall promptly pay to HoldCo any shortfall amount plus interest on such amount from and including the date of such closing to but excluding the date of payment at a rate per annum equal to the "Prime Rate" as published in *The Wall Street Journal*, Eastern Edition, in effect from time to time during the period from such closing to the date of payment.

(e) Notwithstanding anything contained in this Section 9.10, there shall be no liability on the part of Comcast to HoldCo or any other Person if the Drag-Along Sale pursuant to this Section 9.10 is not consummated for whatever reason. Whether to effect a Drag-Along Sale pursuant to this Section 9.10 is in the sole and absolute discretion of Comcast.

(f) If Comcast elects to exercise its Drag-Along Right, under no circumstances shall HoldCo or its Affiliates be required to make any representations or warranties or provide any indemnification to the Third Party Acquirer in connection with such Transfer except for, or in respect of, the Specified Representations or as otherwise provided in the HoldCo Agreement.

Section 9.11. *Additional Members.* (a) In connection with a Transfer of Membership Interests or HoldCo Shares other than in connection with a Transfer pursuant to a Public Offering or pursuant to a Rule 144 Sale, each such Person who receives Membership Interests or HoldCo Shares in accordance with, and as permitted by, the terms of this Agreement, in each case who is not already a Member (in the case of a Transfer of Membership Interests) or a party (in the case of a Transfer of HoldCo Shares) to this Agreement or the HoldCo Agreement, shall execute and deliver this Agreement or a counterpart of this Agreement and/or the HoldCo Agreement or a counterpart of the HoldCo Agreement, as the case may be, and agree in writing to be bound by the terms and conditions of this Agreement and/or the HoldCo Agreement, as the case may be, that were applicable to the transferor (subject to Section 13.06 hereof, in the case of this Agreement, and subject to Section 7.05 of the HoldCo Agreement, in the case of the HoldCo Agreement), and, in the case of a transferee of Membership Interests,



shall thereupon be admitted as an additional Member of the Company (an **“Additional Member”**).

(b) Each Person who is issued new Membership Interests in accordance with the terms of this Agreement and who is not already a Member shall execute and deliver this Agreement or a counterpart of this Agreement and agree in writing to be bound by the terms and conditions of this Agreement, and shall thereupon be admitted as an Additional Member.

(c) A transferee of Membership Interests who is admitted as an Additional Member accepts, ratifies and agrees to be bound by all actions duly taken pursuant to the terms and provisions of this Agreement by the Company prior to the date it was admitted as an Additional Member and, without limiting the generality of the foregoing, specifically ratifies and approves all agreements and other instruments as may have been executed and delivered on behalf of the Company prior to such date and which are in force and effect on such date.

(d) Each Additional Member shall be named as a Member on Schedule 4.01. Unless and until admitted as an Additional Member, a transferee of any Membership Interest, or a recipient of any newly issued Membership Interests, shall have no powers, rights or privileges of a Member of the Company.

(e) Following a Transfer of any Membership Interests in accordance with this Article 9, the transferee of such Membership Interests shall be treated as having made all of the Capital Contributions in respect of, and received all of the distributions received in respect of, such Membership Interests, and shall receive allocations and distributions in respect of such Membership Interests as if such transferee were a Member. Unless otherwise prohibited by Section 706(d) of the Code and Treasury Regulations promulgated thereunder, the following shall apply to select the method to be utilized for determining the distributive share of the Company’s income, gains, losses, deductions, credits and other items of a Member whose interest is disposed of, in whole or in part: (i) upon a closing of (A) any transfer by a Comcast Member to GE or any of its Subsidiaries, (B) any transfer by HoldCo to Comcast or any of its Subsidiaries including, for the avoidance of doubt, the Company, or (C) any HoldCo Redemption Right, the “closing of the books” method (including the “calendar day” convention described in Proposed Treasury Regulations Section 1.706-4(e)(1)) shall be utilized and (ii) upon any other transfer by a Member, the transferor Member shall have the right to designate whether to use the “closing of the books” method or the “proration” method; *provided* that the transferor Member shall indemnify the Company for any reasonable incremental costs and expenses incurred by the Company in calculating the items to be allocated under the method selected pursuant to this clause (ii) compared to the costs and expenses that would have been incurred if the Company had calculated the items to be allocated using the method not selected.

(f) The Company shall maintain books for the purpose of registering the transfer of interests in the Company. Upon a transfer of interests in the Company, the transferor of such interests shall notify the Company so that such transfer may be registered in the books of the Company. A transfer of interests in the Company shall be effective upon registration of the transfer in the books of the Company.

Section 9.12. *Termination of Member Status; Redemption or Repurchase.* Any Member that Transfers all of its, and owns no, Membership Interests shall immediately cease to be a Member and shall no longer be a party to this Agreement (in its capacity as a Member) and Schedule 4.01 shall be updated to eliminate such Person; *provided, however*, that such Member (i) shall not thereby be relieved of its liability for breach of this Agreement prior to such time or, except as set forth in Section 9.01(b)(iv), from any obligations under this Agreement not related to its capacity as a Member; (ii) shall retain any rights with respect to a breach of this Agreement by any other Person prior to such time; (iii) shall retain the right to indemnification hereunder; and (iv) except in the case of Comcast as expressly permitted by Section 9.01(b)(iv), shall not thereby be relieved of any of its obligations under Article 9. Except for purchases of Membership Interests in accordance with the HoldCo Redemption Rights, Membership Interests may be redeemed or repurchased by the Company only with the prior written consent of the Board and, to the extent set forth in Section 4.10(a), HoldCo.

Section 9.13. *Void Transfers.* To the greatest extent permitted by the Act and other Law, any Transfer by any Member of any Membership Interests or other interest in the Company (including, for the avoidance of doubt, any Transfer of any Person which directly or indirectly owns Membership Interests) in contravention of this Agreement shall be ineffective and null and void ab initio and shall not bind or be recognized by the Company or any other Person. In the event of any Transfer in contravention of this Agreement, to the greatest extent permitted by the Act and other Law, the purported transferee shall have no right to any profits, losses or distributions of the Company or any other rights of a Member.

Section 9.14. *Transfer Indemnification; Other Tax Matters.* (a) GE shall indemnify and hold Comcast, the Company, HoldCo, Holding and any Third Party Acquirer to which Membership Interests are Transferred in accordance with Section 13.06(ii) (a “**Comcast Third Party Acquirer**”) harmless against any income or franchise taxes imposed on a transfer of Membership Interests or HoldCo Shares by GE or any GE transferee to Comcast, the Company or any Comcast Third Party Acquirer (including, for the avoidance of doubt, any tax imposed upon an actual or deemed distribution of HoldCo Shares by the Company to Comcast or its Affiliates, Holding or its Affiliates or a Comcast Third Party Acquirer or its Affiliates); *provided* that, other than in the case of the

Back-End Transaction, if (I) pursuant to the Second HoldCo Redemption Right, the aggregate Percentage Interests of the Comcast Members or the Comcast Third Party Acquirer and its Affiliates, as applicable, will equal 100% after the purchase of securities upon HoldCo's exercise of the Second HoldCo Redemption Right, (II) GE elects to sell HoldCo Shares in connection with the Second HoldCo Redemption Right and (III) Comcast or the Comcast Third Party Acquirer, as applicable, does not exercise its right to require the Company to assign to Comcast or the Comcast Third Party Acquirer, as applicable, the obligation to purchase such HoldCo Shares pursuant to Section 9.04(d), GE shall not be required to indemnify any party with respect to any tax described above to the extent attributable to the HoldCo Shares Transferred in connection with the Second HoldCo Redemption Right; *provided, further*, that the amount payable by GE pursuant to this Section shall include an amount so that after paying all Taxes with respect to the receipt of the indemnification payment, each party entitled to indemnification herein receives an amount (based on the Applicable Tax Rate) equal to the amount that it would have received had not such Taxes been imposed. The party that may be entitled to indemnification under the previous sentence (the "**Indemnified Party**") will act in good faith to execute, or cause to be executed, the transaction in which such securities are transferred in a manner that seeks to minimize the amount of taxes for which indemnification may be claimed pursuant to the previous sentence ("**Indemnifiable Taxes**"); *provided* that the Indemnified Party shall not be required to structure the transaction in a manner that seeks to minimize Indemnifiable Taxes if doing so would reasonably be expected to require the Indemnified Party to incur any additional cost that is not compensated by GE.

(b) The Indemnified Party shall promptly deliver to GE a copy of any written communication received by the Indemnified Party or any of its Affiliates from a taxing authority concerning Indemnifiable Taxes and shall promptly notify GE in writing of any pending or threatened audit, claim or demand (a "**Tax Claim**") that could give rise to a right of indemnification describing in reasonable detail the facts and circumstances with respect to the subject matter of such Tax Claim.

(c) GE shall have the right, at its expense, to participate in any Tax Claim or administrative or judicial proceeding with respect to Indemnifiable Taxes. Such participation shall include the right to review submissions made to a taxing authority as well as notice of any in person or telephonic meetings with a taxing authority. The Indemnified Party shall not settle any such Tax Claim or administrative or judicial proceeding without the consent of GE, which consent shall not be unreasonably withheld or delayed.

(d) At least 15 days prior to any transfer of HoldCo Shares by the Company to Comcast or its Affiliates or a Comcast Third Party Acquirer or its Affiliates, the Company shall provide written notice to GE of the intended

transfer, setting forth in reasonable detail the facts and circumstances regarding such transfer (the “**Comcast Proposed Transfer**”). The Company will not implement the Comcast Proposed Transfer without the consent of GE, which consent shall not be unreasonably withheld or delayed; *provided* that in the event GE does not consent to the Comcast Proposed Transfer within 10 days after receipt of written notice of the Comcast Proposed Transfer, GE shall on such date provide Comcast or a Comcast Third Party Acquirer, as the case may be, with an alternative proposal to effect a comparable transfer by the Company of such HoldCo Shares (the “**GE Proposed Transfer**”). If the GE Proposed Transfer is not reasonably acceptable to Comcast or the Comcast Third Party Acquirer, as the case may be, the Company shall provide written notice to GE of its rejection of the GE Proposed Transfer, setting forth the reasons for such rejection. If Comcast or the Comcast Third Party Acquirer, as the case may be, does not receive written notice from GE with a revised GE Proposed Transfer reasonably acceptable to Comcast or the Comcast Third Party Acquirer, as the case may be within five days after sending GE written notice of its rejection, the Company shall be permitted to implement the Comcast Proposed Transfer, and GE shall indemnify Comcast and the Comcast Third Party Acquirer to the extent provided by Section 9.14(a) with respect to the Comcast Proposed Transfer. If the GE Proposed Transfer (or the revised GE Proposed Transfer, if applicable) is reasonably acceptable to Comcast or the Comcast Third Party Acquirer, as the case may be, either as originally submitted or as revised, (i) Comcast or the Comcast Third Party Acquirer, as the case may be, shall cause the GE Proposed Transfer (or the revised GE Proposed Transfer, if applicable) to be implemented and (ii) GE shall, in addition to its obligation to indemnify pursuant to Section 9.14(a), indemnify and hold Comcast and a Comcast Third Party Acquirer harmless for any incremental costs associated with the implementation of the GE Proposed Transfer (or the revised GE Proposed Transfer, if applicable) rather than the Comcast Proposed Transfer.

(e) With respect to any transfer pursuant to this Article 9 in connection with which GE transfers HoldCo Shares instead of Membership Interests, GE shall not make an election under Section 338(h)(10) of the Code or otherwise cause such transfer to be treated as a sale of HoldCo’s assets for tax purposes.

## ARTICLE 10 COVENANTS

Section 10.01. *Confidentiality.* (a) Each Member agrees that it shall hold strictly confidential and shall use, and that it shall cause any Person to whom Confidential Information is disclosed pursuant to clause (i) below to hold strictly confidential and to use, the Confidential Information only in connection with its investment in the Company and not for any other purpose. Each Member agrees

that it shall be responsible for any breach of the provisions of this Section 10.01 by any of its Representatives to whom it discloses Confidential Information. Each Member further acknowledges and agrees that it shall not disclose any Confidential Information to any Person, except that Confidential Information may be disclosed:

(i) to such Member's Representatives in the normal course of the performance of their duties or to any financial institution providing credit to such Member;

(ii) to the extent required by applicable Law (including complying with any oral or written questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process to which a Member is subject; *provided* that, unless otherwise prohibited by Law, such Member agrees to give the Company prompt notice of such request(s), to the extent practicable, so that the Company may seek an appropriate protective order or similar relief (and the Member shall cooperate with such efforts by the Company, and shall in any event make only the minimum disclosure required by such Law));

(iii) to any Person to whom such Member is contemplating a Transfer of its Company Securities; *provided* that such Transfer would not be in violation of the provisions of this Agreement, the potential transferee agrees in advance of any such disclosure to be bound by a confidentiality agreement consistent with the provisions hereof and such Member shall be responsible for breaches of such confidentiality agreement by such potential transferee;

(iv) to any regulatory authority or rating agency to which such Member or any of its Affiliates is subject or with which it has regular dealings, as long as such authority or agency is advised of the confidential nature of such information and such Member uses reasonable efforts to seek confidential treatment of such information to the extent available;

(v) to the extent required by the rules and regulations of the Commission or stock exchange rules; or

(vi) if the prior written consent of the Board shall have been obtained.

Nothing contained herein shall prevent the use (subject, to the extent possible, to a protective order) of Confidential Information in connection with the assertion or defense of any claim by or against the Company or any Member.

(b) “**Confidential Information**” means any information concerning the Company or any Persons that are or become its Subsidiaries or the financial condition, business, operations or prospects of the Company or any such Subsidiaries in the possession of or furnished to any Member (including by virtue of its present or former right to designate a Director); *provided* that the term “Confidential Information” does not include information that (i) is or becomes generally available to the public other than as a result of a disclosure by a Member or its directors, officers, employees, shareholders, members, partners, agents, counsel, investment advisers or other representatives (all such persons being collectively referred to as “**Representatives**”) in violation of this Agreement or any of the other Transaction Agreements, (ii) was available to such Member on a non-confidential basis prior to its disclosure to such Member or its Representatives by the Company or (iii) becomes available to such Member on a non-confidential basis from a source other than the Company after the disclosure of such information to such Member or its Representatives by the Company, which source is (at the time of receipt of the relevant information) not, to such Member’s knowledge, bound by a confidentiality agreement with (or other confidentiality obligation to) the Company or another Person; *provided* that, notwithstanding anything to the contrary contained herein, “**Confidential Information**” in the possession of Comcast, GE or any of their respective Subsidiaries prior to the date of this Agreement shall not by virtue of the foregoing exceptions in clauses (ii) or (iii) not be deemed Confidential Information and Comcast and GE shall be obligated to keep or to cause to be kept such information confidential in accordance with the provisions of this Section 10.01 as fully as if they did not have access to such information prior to the date of this Agreement but only received it after the date of this Agreement.

Section 10.02. *Related Party Transactions.* (a) For so long as GE directly or indirectly owns any Membership Interests, neither the Company nor any of its Subsidiaries shall enter into any Related Party Transaction unless such transaction is on terms that are no less favorable to the Company or such Subsidiary than those that would have been obtained in a comparable transaction by the Company or such Subsidiary with an unrelated Person (“**Arm’s Length Terms**”).

(b) For so long as GE directly or indirectly owns any Membership Interests, prior to the Company or a Company Subsidiary entering into a proposed Related Party Transaction involving annual payments or annual incurrence of obligations by the Company or such Subsidiary in excess of \$7.5 million, the Company shall provide GE with a written notice (an “**RPT Notice**”) containing a summary of the material terms of such proposed transaction and shall provide GE a reasonable opportunity to consult with representatives of the Company and Comcast (including those senior employees of the Company and Comcast or their Subsidiaries involved in the negotiation of such transaction) concerning such proposed transaction. Notwithstanding that an RPT Notice is not required with

respect to Related Party Transactions involving \$7.5 million or less as set forth above, nothing in this Agreement shall prevent the Company or its management from notifying GE of such transactions or from discussing such transactions with employees of GE or its Affiliates.

(c) Without the prior written consent of GE, neither the Company nor any of its Subsidiaries shall enter into any Non-Ordinary Course Related Party Transaction.

(d) If GE does not believe an Ordinary Course Related Party Transaction described in an RPT Notice is on Arm's Length Terms, GE shall have ten Business Days from the date of receipt of the relevant RPT Notice to deliver a written notice (an "**RPT Dispute Notice**") to Comcast and the Company to such effect, which notice shall specify the reasons for GE's belief. If GE does not deliver an RPT Dispute Notice during such period, the relevant parties may enter into the relevant Related Party Transaction on the same terms or on terms that are the same (other than in an immaterial respect) as those described in the RPT Notice. If GE does deliver an RPT Dispute Notice during such period, the parties shall resolve the dispute as described below.

(e) Within five Business Days of the delivery of the RPT Dispute Notice, each of Comcast and GE shall select and appoint one senior executive to act as its representative (each an "**RPT Dispute Representative**") in connection with such dispute. The RPT Dispute Representatives shall promptly enter into good faith discussions (in person or by telephone) to attempt to resolve the dispute. The RPT Dispute Representatives shall have the authority to enter into a binding resolution of the dispute. If GE does not select and appoint an RPT Dispute Representative within the time period specified in this Section 10.02(e), Comcast shall have the right to cause the Company or the applicable Company Subsidiary to enter into the Ordinary Course Related Party Transaction on the terms set forth in the RPT Notice or on terms that are the same (other than in an immaterial respect) as those described in the RPT Notice. If Comcast does not select and appoint an RPT Dispute Representative within the time period specified in this Section 10.02(e), Comcast shall be prohibited from entering into the Related Party Transaction that is the subject of the applicable RPT Dispute Notice.

(f) If each of Comcast and GE does select and appoint an RPT Dispute Representative within the time period specified in Section 10.02(e) but the RPT Dispute Representatives are unable to resolve the dispute within seven Business Days of the later of their two appointments, Comcast and GE shall select and appoint an independent third party with relevant expertise in the type of Ordinary Course Related Party Transaction in dispute to arbitrate the dispute within ten Business Days of the expiration of such period. If Comcast and GE are unable to select and appoint the arbitrator within the specified period, Comcast shall deliver

to GE in writing a list of five potential arbitrators meeting the requirements set forth in this Section 10.02(f) and, within five Business Days of receipt of such list, GE shall select and appoint the arbitrator from such list. If GE does not select and appoint the arbitrator in accordance with the immediately preceding sentence, Comcast shall select and appoint the arbitrator from such list within five Business Days of the expiration of the period specified in the immediately preceding sentence.

(g) Within 30 calendar days of the selection of the arbitrator, the arbitrator shall determine the Arm's Length Terms of the Related Party Transaction. The arbitration shall be conducted in New York, New York under the Commercial Arbitration Rules of the American Arbitration Association in effect at the time of the arbitration, except as they may be modified herein or by agreement of the parties. The decision of the arbitrator as to the Arm's Length Terms of the Ordinary Course Related Party Transaction shall be binding on the parties. All fees and disbursements of the arbitrator shall be shared equally by Comcast and GE.

(h) After the determination of the arbitrator pursuant to Section 10.02(g), Comcast shall have the right to cause the Company or the applicable Company Subsidiary to enter into the Ordinary Course Related Party Transaction on the terms determined by the arbitrator; *provided* that Comcast may elect in its sole discretion not to enter into such Related Party Transaction on such terms.

(i) If GE does not believe an Ordinary Course Related Party Transaction that is not the subject of an RPT Notice is on Arm's Length Terms, GE shall have ten Business Days from the date GE obtains knowledge of the transaction to deliver an RPT Dispute Notice. In such case, the provisions contained in Sections 10.02(d) through (h) shall apply *mutatis mutandis*; *provided* that if the Ordinary Course Related Party Transaction in question was entered into before GE delivered its RPT Dispute Notice, then (x) any provision permitting Comcast to cause the Company or the applicable Company Subsidiary to enter into a Related Party Transaction on specific terms shall be deemed to permit the Company or the applicable Company Subsidiary to continue such Related Party Transaction on such terms and (y) any provision prohibiting Comcast from entering into a Related Party Transaction on specific terms shall be deemed to require Comcast to (A) terminate such Related Party Transaction or (B) amend the terms of such Related Party Transaction such that it would be on Arms' Length Terms.

(j) Except as expressly set forth in Sections 10.02(a) and 10.02(b), the provisions of this Section 10.02 shall terminate and cease to be of further effect at such time as GE's Percentage Interest is less than 10%.



Section 10.03. *Non-Competition.* (a) Except (i) with respect to their ownership of interests in the Company and (ii) as permitted by this Section 10.03 or by Section 10.06, neither Comcast nor GE nor any of their respective Subsidiaries will engage in any Company Principal Business. This Section 10.03 shall cease to be applicable to any Person at such time as such Person is no longer a Subsidiary of Comcast or GE, as the case may be, and shall not apply to any Person that purchases assets, operations or a business from Comcast or GE, or one of their respective Subsidiaries, if such Person is not a Subsidiary of Comcast or GE, as the case may be, after such transaction is consummated. This Section 10.03 does not apply to any Subsidiary of GE or Comcast in which a Person who is not an Affiliate of GE or Comcast, as the case may be, holds equity interests and with respect to which GE or Comcast or another of their respective Subsidiaries, as applicable, has contractual or legal obligations (including fiduciary duties of representatives on the board of directors or similar body of such Subsidiary) existing as of the date hereof that limit GE's or Comcast's ability to impose on the subject Subsidiary a non-competition obligation such as that in this Section 10.03.

(b) Notwithstanding the provisions of Section 10.03(a), and without implicitly agreeing that the following activities would be subject to the provisions of Section 10.03(a), nothing in this Agreement shall preclude, prohibit or restrict: (i) GE, or any of its Subsidiaries, from engaging in any manner in any (A) Financial Services Business, (B) Existing Business Activities, (C) GE De Minimis Business or (D) Satellite Business; or (ii) Comcast or any of its Subsidiaries, from engaging in any manner in any (A) Comcast Permitted Business or (B) Comcast De Minimis Business.

(c) Notwithstanding the provisions of Section 10.03(a), GE or any of its Affiliates may make a Mixed Competing Business Acquisition; *provided* that if such acquisition would otherwise be prohibited by this Section 10.03, promptly following such acquisition, GE, or its Affiliate, as applicable, shall offer the Company in writing the opportunity to acquire, or invest in, the Company Principal Business acquired, or invested in, by GE or its Affiliate in such Mixed Competing Business Acquisition. The writing pursuant to which such offer is made shall include a summary of the material terms of the offer, including the price of such offer. Such terms shall include (x) a price that reflects GE's reasonable good faith determination of the portion of the aggregate purchase price paid by GE or its Affiliate in the Mixed Competing Business Acquisition that was attributable to the Company Principal Business included in such Mixed Competing Business Acquisition and (y) other commercially reasonable arms' length terms. In the event that the Company disputes GE's determination of price or the commercial reasonableness and arm's length nature of the other terms included in such offer, the Company shall provide written notice to GE and the dispute shall be resolved by a mutually agreed upon appraiser (who shall be an independent third party with relevant expertise) pursuant to an appraisal process

not to exceed 30 calendar days and conducted in New York, New York under the Commercial Arbitration Rules of the American Arbitration Association in effect at the time of the arbitration, except as they may be modified herein or by agreement of the parties. If an appraisal process is necessary and Comcast and GE do not mutually select and appoint such appraiser within five Business Days following delivery of the notice required pursuant to the preceding sentence, an appraiser shall be selected and appointed in the manner set forth in the final two sentences of Section 10.02(f). All fees and disbursements of the Appraiser shall be shared equally by Comcast and GE.

(d) Promptly after making a written offer as set forth in Section 10.03(c) above (and in any event within 10 Business Days thereafter), GE shall provide the Company all material information available to GE with respect to the Company Principal Business. GE shall include in any third party confidentiality agreement entered into in connection with the proposed transaction subject to such offer a provision permitting GE to comply with its disclosure obligations under this Section 10.03(d). The Company shall have 10 Business Days from the later of (i) the date all such information is provided and (ii) the completion of any appraisal process conducted pursuant to Section 10.03(c) to decide whether to accept the offer.

(e) If prior to the expiration of such 10 Business Day period the Company accepts such offer, the parties shall work together in good faith to complete the Company's acquisition of, or investment in, the Company Principal Business as soon as reasonably practicable, subject to receipt of required regulatory approvals. Notwithstanding the provisions in Section 4.10(a), HoldCo may not exercise any rights it may have under Section 4.10(a) that would prohibit or otherwise impede such Company Principal Business acquisition or investment (including in connection with the incurrence of any Debt required to complete such acquisition or investment).

(f) If prior to the expiration of such 10 Business Day period the Company fails to accept such offer, and the ownership of the Company Principal Business by GE or its Affiliates would otherwise be prohibited by this Section 10.03, then GE or its Affiliate, as the case may be, shall be required to divest the Company Principal Business within a commercially reasonable period of time.

(g) The Company's decision whether to accept such offer (or to grant any consent to waive any rights of the Company in respect of such offer) shall be made by only those members of the Board designated by the Comcast Members.

(h) This Section 10.03 shall terminate and be of no further force and effect upon the earlier of (i) Comcast and its Subsidiaries no longer holding (directly or indirectly) any Membership Interests or (ii) GE and its Subsidiaries no longer holding (directly or indirectly) any Membership Interests.

Section 10.04. *Structuring of an IPO.* (a) Prior to an IPO, the Members will form a corporation (“**Holding**”) into which each Member (other than HoldCo) will contribute such Member’s Membership Interests and into which GE and Comcast or any of their respective Affiliates that own HoldCo Shares will contribute their respective HoldCo Shares. In lieu of the contribution by any of the Comcast Members contemplated by the immediately preceding sentence, Comcast may contribute or cause to be contributed the equity of such Comcast Member. As a result of such contributions, Comcast and its Affiliates (in the aggregate), GE and its Affiliates (in the aggregate) and any Member that is not a Comcast Member or HoldCo will receive shares of Holding (the “**Common Stock**”) that correspond to the relative Percentage Interests of Comcast, GE and such Member, as applicable. After the formation of Holding and the contributions referred to above, (i) except where the context clearly requires otherwise, the term, “Company”, shall refer to Holding, (ii) the terms “Membership Interests” and “Members” and similar terms that are applicable to limited liability companies and used in this Agreement shall refer to the Common Stock, the Holding shareholders and similarly corresponding terms applicable to the corporate form and (iii) the parties agree to enter into, and to cause Holding to enter into, an agreement setting forth, to the extent permitted by applicable Law, shareholder rights and obligations equivalent to those applicable to Members set forth in this Agreement. For the avoidance of doubt, the registration rights provided to GE, Comcast and their Affiliates pursuant to Section 10.04(b) shall be with respect to the Common Stock received in exchange for the contributions by GE and Comcast described above. The parties shall cause such contributions to qualify as a transaction described in Section 351 of the Code and shall not take any action that would be reasonably likely to prevent such contributions from qualifying as such a transaction.

(b) GE and Comcast shall be entitled to the registration rights set forth on Exhibit D.

Section 10.05. *Compliance by Subsidiaries.* Each of Comcast and GE shall cause the Comcast Members or HoldCo, as the case may be, to comply with their obligations under this Agreement.

Section 10.06. *Acquisition of Company Principal Businesses.* (a) Prior to a Stand-alone Competing Business Acquisition proposed by Comcast or any of its Affiliates or promptly following any Mixed Competing Business Acquisition by Comcast or any of its Affiliates, Comcast shall offer (a “**Competing Business Offer**”) the Company in writing the opportunity to acquire, or invest in, the Company Principal Business proposed to be acquired, or invested in, by Comcast or its Affiliate in such Stand-alone Competing Business Acquisition or acquired, or invested in, by Comcast or its Affiliate in such Mixed Competing Business Acquisition, as applicable. The writing pursuant to which a Competing Business Offer is made shall include a summary of the material terms of the offer,

including the price of such offer. In the case of a Stand-alone Competing Business Acquisition, the terms of the Competing Business Offer shall be the terms negotiated between Comcast or its Affiliate, on the one hand, and the applicable third party seller, on the other hand, with respect to the proposed acquisition of, or investment in, the applicable Company Principal Business. In the case of a Mixed Competing Business Acquisition, the terms of the Competing Business Offer shall include (x) a price that reflects Comcast's reasonable good faith determination of the portion of the aggregate purchase price paid by Comcast or its Affiliate in the Mixed Competing Business Acquisition that was attributable to the Company Principal Business included in such Mixed Competing Business Acquisition and (y) other commercially reasonable arm's length terms. In the event that the Company disputes Comcast's determination of price or the commercial reasonableness and arm's length nature of the other terms included in any such Competing Business Offer, the Company shall provide written notice to Comcast and the dispute shall be resolved by a mutually agreed upon appraiser (who shall be an independent third party with relevant expertise) pursuant to an appraisal process not to exceed 30 calendar days and conducted in New York, New York under the Commercial Arbitration Rules of the American Arbitration Association in effect at the time of the arbitration, except as they may be modified herein or by agreement of the parties. If an appraisal process is necessary and Comcast and GE do not mutually select and appoint such appraiser within five Business Days following delivery of the notice required pursuant to the preceding sentence, an appraiser shall be selected and appointed in the manner set forth in the final two sentences of Section 10.02(f). All fees and disbursements of the Appraiser shall be shared equally by Comcast and GE.

(b) Promptly after making a Competing Business Offer (and in any event within 10 Business Days thereafter), Comcast shall provide the Company all material information available to Comcast with respect to the applicable Company Principal Business. Comcast shall include in any third party confidentiality agreement entered into in connection with the proposed transaction subject to the Competing Business Offer a provision permitting Comcast to comply with its disclosure obligations under this Section 10.06(b). The Company shall have 10 Business Days from the later of (i) the date all such information is provided and (ii) the completion of any appraisal process conducted pursuant to Section 10.06(a) (the "**Offering Period**") to decide whether to accept the Competing Business Offer.

(c) If prior to the expiration of the applicable Offering Period the Company accepts a Competing Business Offer, the parties shall work together in good faith to complete the Company's acquisition of, or investment in, the Company Principal Business as soon as reasonably practicable, subject to receipt of required regulatory approvals. Notwithstanding the provisions in Section 4.10(a), HoldCo may not exercise any rights it may have under Section 4.10(a) that would prohibit or otherwise impede such Company Principal Business

acquisition or investment (including in connection with the incurrence of any Debt required to complete such acquisition or investment), so long as such acquisition or investment is completed in all material respects on the terms and conditions approved in accordance with Section 10.06(h).

(d) If prior to the expiration of the applicable Offering Period the Company fails to accept a Competing Business Offer made with respect to a Stand-alone Competing Business Acquisition in which the purchase price for the Company Principal Business acquisition or investment is less than or equal to \$500 million or, if the applicable Threshold has not been exceeded or would not be exceeded as a result of such Stand-alone Competing Business Acquisition, greater than \$500 million, Comcast and its Affiliates shall thereafter (subject to Section 10.06(i)) be permitted to acquire, or invest in, the applicable Company Principal Business on substantially the same terms as were offered to the Company pursuant to the Competing Business Offer.

(e) If prior to the expiration of the applicable Offering Period the Company fails to accept a Competing Business Offer made with respect to a Stand-alone Competing Business Acquisition in which the purchase price for the Company Principal Business acquisition or investment is greater than \$500 million and the applicable Threshold has been exceeded or would as a result of such Stand-alone Competing Business Acquisition be exceeded, Comcast and its Affiliates shall be prohibited from acquiring, or investing in, the applicable Company Principal Business.

(f) If prior to the expiration of the applicable Offering Period the Company fails to accept a Competing Business Offer made with respect to a Mixed Competing Business Acquisition in which the purchase price for the Company Principal Business acquisition or investment is less than or equal to \$500 million or, if the applicable Threshold has not been exceeded or would not be exceeded as a result of the Mixed Competing Business Acquisition, greater than \$500 million, Comcast or its Affiliate, as the case may be, shall (subject to Section 10.06(i)) be permitted to continue to own and operate the applicable Company Principal Business.

(g) If prior to the expiration of the applicable Offering Period the Company fails to accept a Competing Business Offer made with respect to a Mixed Competing Business Acquisition in which the purchase price for the Company Principal Business acquisition or investment is greater than \$500 million and the applicable Threshold has been exceeded or would as a result of such Mixed Competing Business Acquisition be exceeded, Comcast or its Affiliate, as the case may be, shall be required to divest the applicable Company Principal Business within a commercially reasonable period of time.

(h) The Company's decision whether to accept a Competing Business Offer (or to grant any consent to waive any rights of the Company in respect of a Competing Business Offer) shall be made by only those members of the Board designated by HoldCo. If the Company fails to accept a Competing Business Offer, for so long as HoldCo or any of its Affiliates directly or indirectly holds any Membership Interests, neither HoldCo nor any of its Affiliates may pursue such Competing Business Offer or acquire or invest in such Company Principal Business in reliance on the GE De Minimis Business exception pursuant to Section 10.03(b)(i)(C).

(i) Notwithstanding anything to the contrary contained herein but subject to Section 10.06(j), prior to the 18-month anniversary of the Closing Date, (x) neither Comcast nor any of its Affiliates may make a Significant Investment in a Company Principal Business in a Stand-alone Competing Business Acquisition and (y) Comcast or one of its Affiliates may make a Significant Investment in a Company Principal Business in a Mixed Competing Business Acquisition only if such Company Principal Business is divested within a commercially reasonable period of time.

(j) Notwithstanding any provision of this Agreement to the contrary, and without implicitly agreeing that the following transactions would be subject to the provisions of this Section 10.06, this Section 10.06 shall not be applicable to (x) any transaction entered into by Comcast or its Affiliates prior to the date of this Agreement in accordance with Section 6.22 of the Master Agreement, (y) any acquisition of, or other investment in, a Comcast Permitted Business or a Comcast De Minimis Business by Comcast or its Affiliates and (z) the acquisition by Comcast or its Affiliates of all or a portion of the Weather Channel Business pursuant to Section 10.07. Without limiting the generality of the foregoing and for the avoidance of doubt, in each such case, the purchase price for any such transaction shall be disregarded when determining whether the Threshold has been exceeded or would be exceeded as a result of any other transaction.

(k) Except as set forth in Section 10.06(h), the provisions of this Section 10.06 shall terminate and cease to be of further effect at such time as GE's Percentage Interest is less than 20% (calculated in accordance with Section 4.10(d)).

Section 10.07. *Weather Channel.* (a) If as a result of the consummation of the transactions contemplated by the Master Agreement the Company or any of its Subsidiaries become entitled to exercise an "NBCU Call Option" pursuant to Section 4.6 of the Weather Channel Stockholders Agreement or a right of first refusal pursuant to Section 4.4 of the Weather Channel Stockholders Agreement at an earlier time than the Company or such Subsidiary would otherwise have been entitled to exercise such right, at the election of Comcast, the Company or such Subsidiary will, to the extent permissible, assign such right to Comcast or an

Affiliate of Comcast designated by Comcast and, if not permissible, will enter into a mutually agreeable arrangement with Comcast or such Affiliate so that Comcast or such Affiliate may acquire the applicable interest in the Weather Channel Business on the same terms and conditions as the Company or such Subsidiary would have been able to acquire such interest pursuant to such right; *provided, however*, that Comcast shall indemnify the Company and GE for any losses, claims, damages or liabilities arising out of or in connection with such arrangement. Notwithstanding anything to the contrary herein, no such assignment or arrangement shall be deemed to be a Related Party Transaction, and the provisions of Section 10.02 shall not apply to any such assignment or arrangement.

(b) For the avoidance of doubt, if Comcast or any of its Affiliates purchases an interest in the Weather Channel Business pursuant to Section 10.07(a), then, subject to the applicable provisions of the Weather Channel Stockholders Agreement, Comcast or such Affiliate may exercise any right relating to or in connection with its ownership of such interest in the Weather Channel Business in its sole discretion and without regard to any interest of the Company or any other Person therein and no such exercise of any such right shall be subject to the provisions of Section 10.02.

## ARTICLE 11 FINANCIAL REPORTING

Section 11.01. *Annual Financial Information.* (a) The Company agrees that, so long as any member of the GE Group meets the Equity Method Threshold at any time during any fiscal year, the Company shall deliver to GE:

(i) within eight calendar days following the conclusion of such fiscal year, the estimated consolidated net income of the Company and updated Agreed Adjustments, if applicable, for such fiscal year;

(ii) in accordance with the timeframe established by Comcast to satisfy its reporting requirements, but in no event later than seven Business Days following the conclusion of such fiscal year, the Corporate Reporting Data and updated Agreed Adjustments, if applicable, for such fiscal year, subject to adjustment, if any, pursuant to Section 11.01(b)(ii);

(iii) within five Business Days prior to the day the Company completes its audited annual consolidated financial statements (the “**Audited Financial Statements**”), and, in any event, prior to the issuance of the Company’s audit opinion by the Company Auditors (the “**Audit Opinion**”), a draft of the final form of the Audited Financial Statements and a draft of the final form of the Audit Opinion; and

(iv) upon completion of the Audited Financial Statements and the Audit Opinion, a copy of such Audited Financial Statements and the manually signed Audit Opinion.

If requested by GE, the Company shall take commercially reasonable efforts to provide to GE the Audited Financial Statements in compliance with Regulation S-X under the Securities Act and to support the Company Auditors in providing manually signed reports and consents with respect to the Audited Financial Statements that are in compliance with Regulation S-X under the Securities Act, in each case, to enable the GE Group to adhere to the disclosure requirements therein should the Company qualify as a “significant investee” (as defined in Rule 3-09 of Regulation S-X under the Securities Act) of GE. In addition, the Company shall use commercially reasonable efforts to provide the GE Group with any other information reasonably requested by GE to enable the GE Group to timely comply with its reporting requirements under applicable Law and, upon GE’s reasonable request, the Company shall request that the Company Auditors provide customary “comfort” letters and consents (at GE’s expense) with respect to any financial information provided by the Company pursuant to this Article 11 that is included in any securities offering by any member of the GE Group (and the Company shall use commercially reasonable efforts to facilitate the provision thereof).

(b) In all events, the timeline for the preparation and delivery of the Audited Financial Statements contemplated by Section 11.01(a)(iii) to GE will be governed by the timeline set forth by Comcast’s reporting requirements under applicable Law. If the Audited Financial Statements are expected to be finalized subsequent to the filing of GE’s Form 10-K for any fiscal year the Company shall (i) upon five Business Days’ notice by GE, in accordance with the provisions of Section 11.03(a)(iii), deliver the management representation letter referenced therein to GE prior to the filing date of GE’s Form 10-K for such fiscal year, and (ii) inform GE in a timely manner of any issues (and shall promptly respond to any inquiries or requests relating to such issues made by GE) that arise (whether raised by the Company Auditors or otherwise) in connection with the preparation of the Audited Financial Statements to ensure proper financial reporting by GE of its investment in the Company.

(c) Following such time when the GE Group no longer meets the Equity Method Threshold, the Company agrees to furnish to GE as soon as practicable, the Company’s unaudited (or, if available, audited) consolidated balance sheet as at the end of such fiscal year and the related unaudited (or, if available, audited) statements of operations and cash flow for such fiscal year, and for the portion of the fiscal year then ended, in each case prepared in accordance with GAAP and, if an audit of the Company is performed, certified by the Company Auditors, together with a comparison of the figures in such financial statements with the figures for the previous fiscal year. The provisions of this Section 11.01(c) shall



terminate and be of no further force and effect upon the earlier to occur of (i) an IPO and (ii) the date on which no member of the GE Group holds any Membership Interests.

Section 11.02. *Quarterly Financial Information.* (a) The Company agrees that, so long as any member of the GE Group meets the Equity Method Threshold at any time during any fiscal quarter, the Company shall deliver to GE:

(i) within four calendar days following the conclusion of such fiscal quarter, the estimated consolidated net income of the Company and updated Agreed Adjustments, if applicable, for such fiscal quarter;

(ii) in accordance with the timeframe established by Comcast to satisfy its reporting requirements, but in no event later than seven Business Days following the conclusion of such fiscal quarter, the Corporate Reporting Data and updated Agreed Adjustments, if applicable, for such fiscal quarter, subject to adjustment, if any, pursuant to Section 11.02(b)(ii); and

(iii) in accordance with the timeframe established by Comcast to satisfy its reporting requirements, the unaudited quarterly consolidated financial statements of the Company (consisting of a balance sheet and statements of operations, changes in members equity, and comprehensive income).

(b) If the unaudited quarterly consolidated financial statements of the Company are expected to be finalized subsequent to the filing of GE's Form 10-Q for any fiscal quarter, the Company shall (i) upon five Business Days' notice by GE, in accordance with the provisions of Section 11.03(a)(iii), deliver the management representation letter referenced therein to GE prior to the filing date of GE's Form 10-Q for such fiscal quarter, and (ii) inform GE in a timely manner of any issues (and shall promptly respond to any inquiries or requests relating to such issues made by GE) that arise in connection with the preparation of the Company's unaudited quarterly consolidated financial statements to ensure proper financial reporting by GE of its investment in the Company.

(c) Following such time when the GE Group no longer meets the Equity Method Threshold, the Company agrees to furnish to GE as soon as practicable, the Company's unaudited consolidated balance sheet as at the end of each of the first three fiscal quarters and the related unaudited statement of operations and cash flow for such quarter and for the portion of the fiscal year then ended, in each case prepared in accordance with GAAP, together with a comparison of the figures in such financial statements with the figures for the comparable period of the previous fiscal year. The provisions of this Section 11.02(c) shall terminate and be of no further force and effect upon the earlier to occur of (i) an IPO and

(ii) the date on which no member of the GE Group holds any Membership Interests.

Section 11.03. *Certain Other Provisions Regarding Financial Reporting.*

(a) The Company agrees that, so long as any member of the GE Group meets the Equity Method Threshold during any quarterly or annual period:

(i) *Maintenance of Books and Records.* The Company shall, and shall cause each of its consolidated Subsidiaries to, (A) make and keep books, records and accounts, which, in the good faith judgment of the Company, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the Company and its consolidated Subsidiaries and (B) devise and maintain a system of internal accounting controls which, in the good faith judgment of the Company, is sufficient to provide reasonable assurances that: (x) transactions are executed in accordance with management's general or specific authorization, (y) transactions are recorded as necessary (1) to permit preparation of financial statements in conformity with GAAP or any other standard applicable to such statements and (2) to maintain accountability for assets and (z) access to assets is permitted only in accordance with management's general or specific authorization.

(ii) *Internal Audit and Company Auditors Reports.* The Company and Comcast shall allow GE reasonable access, upon GE's reasonable request, to reports and/or results of performance of internal audit procedures performed by the internal audit functions of Comcast or the Company with respect to the Company for the purpose of complying with GE's reporting and disclosure obligations under applicable Law. Upon GE's reasonable request, the Company shall deliver promptly to GE copies of all reports submitted to the Company by the Company Auditors (including, without limitation, each report submitted to the Company or any of its subsidiaries concerning its accounting practices and systems and any comment letter submitted to management in connection with their annual audit and all responses by management to such reports and letters) to the extent necessary to facilitate GE's compliance with its reporting and disclosure obligations under applicable Law.

(iii) *Management Representation Letters.* For so long as the Company qualifies as a "significant investee" (as defined in Rule 3-09 of Regulation S-X under the Securities Act) of GE, the Company shall provide GE the annual or quarterly management representation letter, as applicable, in form and substance that is consistent with the financial reporting practices of Comcast and its Subsidiaries and reasonably satisfactory to GE, which management representation letter shall be signed by the President, Chief Financial Officer and Controller of the Company

and delivered to GE on a timeline that is consistent with the issuance of annual and quarterly financial statements, as applicable, in accordance with GE's reporting schedule.

(iv) *Company Operating Review.* The Company shall promptly deliver to GE any budget or forecasting reports or updates completed in accordance with the internal financial reporting processes of Comcast ("**Budget and Forecasting Reports**"), together with any adjustments to the Agreed Adjustments in connection therewith to the extent known by the Company at the time of delivery of the relevant Budget and Forecasting Reports. The Company agrees to deliver Budget and Forecasting Reports on at least a quarterly basis.

(b) *Fiscal Periods.* The Company shall advise GE if, as of the Closing Date, any Contributed Comcast Subsidiary (as defined in the Master Agreement) has a fiscal year which ends on a date other than December 31. Fiscal period ends shall be as determined by Comcast and shall not be adjusted to reflect any differences between fiscal period ends of Comcast and GE. The Company shall use commercially reasonable efforts to maintain a fiscal year which ends on December 31 and, so long as the Company is required to deliver any financial information pursuant to Sections 11.01 and 11.02, shall provide prompt written notice to GE in the event of any change to the Company's fiscal year end.

Section 11.04. *GE Annual Statements.* In connection with any GE Group member's preparation of its audited annual financial statements and its annual reports to shareholders (collectively the "**GE Annual Statements**"), during any fiscal year in which the members of the GE Group meet the Equity Method Threshold, the Company agrees as follows:

(a) *Coordination of Auditors' Opinions.* Notwithstanding any other provisions hereof, for so long as the Company qualifies as a "significant investee" (as defined in Rule 3-09 of Regulation S-X under the Securities Act) of GE, (i) the Company will use its commercially reasonable efforts to enable the Company Auditors to complete their audit and issue their opinion on the Audited Financial Statements in sufficient time to enable GE to meet its timetable for the printing, filing and public dissemination of the GE Annual Statements, and (ii) the Company and GE shall coordinate timing of their respective audits to allow for the aforementioned timely filing and communication of the GE Annual Statements.

(b) *Access to Audit Personnel and Working Papers.* The Company will request the Company Auditors to make available to the GE Auditors both the personnel who performed or are performing the annual audit of the Company and, consistent with customary professional practice and courtesy of such auditors with respect to the furnishing of work papers, work papers related to the annual audit

of the Company, in all cases within a reasonable time after the Company Auditors' opinion date, so that the GE Auditors are able to perform the procedures they consider necessary as it relates to the GE Auditors' report on the GE Annual Statements.

Section 11.05. *Access to Management Personnel and Information.* So long as any member of the GE Group meets the Equity Method Threshold, the Company agrees to permit GE and the GE Auditors to inspect, at GE's sole expense, all existing books and records of the Company and its Subsidiaries, and to provide GE and the GE Auditors reasonable access to the management and other relevant personnel of the Company and its Subsidiaries, in each case, during regular business hours for any purpose reasonably related to GE's status as a (direct or indirect) holder of Membership Interests; *provided* that the Company and its Subsidiaries shall not be required to cooperate with any inspection or access requests pursuant to this Section 11.05 that would unduly interfere with their business operations.

Section 11.06. *GE Public Filings.* The Company shall use commercially reasonable efforts to assist GE, to the extent reasonably requested by GE, in the preparation of GE Public Filings; *provided* that such assistance shall be limited to information relating to the Company required to be disclosed in the relevant GE Public Filing. The Company agrees to provide to GE information that is required to be disclosed therein under applicable Law (including financial information and financial statements of the Company and the Contributed Comcast Businesses (as defined in the Master Agreement)) and, upon GE's reasonable request, the Company shall request that the Company Auditors provide customary "comfort" letters and consents (at GE's expense) with respect to any financial information provided by the Company pursuant to this Section 11.06 that is included in any securities offering by any member of the GE Group (and the Company shall use commercially reasonable efforts to facilitate the provision thereof). The Company agrees to use commercially reasonable efforts to provide such information in a timely manner to enable GE to prepare, print and release GE Public Filings on such dates as GE shall reasonably determine.

Section 11.07. *Compensation for Providing Information.* The party requesting information agrees to reimburse the other party for the reasonable costs, if any, of creating, gathering and copying such information, to the extent that such costs are incurred for the benefit of the requesting party.

Section 11.08. *Liability.* No party shall have any liability to any other party in the event that any information exchanged or provided pursuant to this Agreement which is an estimate or forecast, or which is based on an estimate or forecast, is found to be inaccurate in the absence of willful misconduct by the party providing such information. No party shall have any liability to any other party if any information is destroyed.

Section 11.09. *Other Agreements Providing for Exchange of Information.* The rights and obligations granted under this Article 11 are subject to any specific limitations, qualifications or additional provisions on the sharing, exchange, retention or confidential treatment of information set forth in any other provision of this Agreement (including Article 10) or any other Transaction Agreement.

## ARTICLE 12 DISSOLUTION, LIQUIDATION AND TERMINATION

Section 12.01. *No Dissolution.* The Company shall not be dissolved by the withdrawal of any Member (subject to Section 12.02(d)) or the admission of Additional Members in accordance with the terms of this Agreement.

Section 12.02. *Events Causing Dissolution.* The Company shall be dissolved and its affairs shall be wound up solely upon the first to occur of the following events:

- (a) subject to Section 4.10(a), the determination of the Members, by means of an affirmative vote of the Members holding a majority of the outstanding Membership Interests, to dissolve and terminate the Company;
- (b) the sale of all or substantially all of the Company's assets;
- (c) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; or
- (d) at any time when there are no Members, unless the Company is continued in accordance with the Act.

Section 12.03. *Bankruptcy of a Member.* The bankruptcy (within the meaning of Sections 18-101 and 18-304 of the Act) of a Member shall not cause such Member to cease to be a Member, and upon the occurrence of such event, the Company shall continue without dissolution. The receivership or dissolution of a Member will not in and of itself cause the dissolution of the Company, and upon the occurrence of such event, the Company shall continue without dissolution under the management and control of the remaining Members, unless there are no remaining Members of the Company.

Section 12.04. *Winding Up.* (a) In the event of the dissolution of the Company pursuant to Section 12.02, the Company's affairs shall be wound up by a liquidating trustee of the Company selected by the Board (in such capacity, the "**Liquidating Agent**"), which Liquidating Agent shall be an individual who is knowledgeable about the Company's business and operations (to the extent possible) and has substantial experience in the purchase and sale of businesses.

(b) Upon dissolution of the Company and until the filing of a certificate of cancellation as provided in Section 18-203 of the Act, the Liquidating Agent may, in the name of, and for and on behalf of, the Company, prosecute and defend lawsuits, whether civil, criminal or administrative, settle and close the Company's business, dispose of and convey the Company's property or sell the Company (and its Subsidiaries) as a going concern, discharge or make reasonable provision for the Company's liabilities, and distribute to the Members in accordance with Section 12.05 any remaining assets of the Company, all without affecting the liability of Members and without imposing any liability on any Liquidating Agent.

(c) Except as otherwise provided in this Agreement, the Members shall continue to share distributions and allocations during the period of liquidation in the same manner as before the dissolution.

(d) A reasonable time period shall be allowed for the orderly winding up and liquidation of the assets of the Company and the discharge of liabilities to creditors so as to enable the Liquidating Agent to seek to minimize potential losses upon such liquidation. Subject to the provisions of Section 12.05, the Liquidating Agent shall have reasonable discretion to determine the time, manner and terms of any sale or sales of the Company's property pursuant to such liquidation. The provisions of this Agreement shall remain in full force and effect during the period of winding up and until the filing of a certificate of cancellation of the Company with the Secretary of State of the State of Delaware.

(e) Upon the completion of the winding up of the Company, any Director designated by the Comcast Members or the Liquidating Agent or other duly designated representative shall file a certificate of cancellation of the Company with the Secretary of State of the State of Delaware as provided in Section 18-203 of the Act.

Section 12.05. *Distribution of Assets.* (a) As soon as practicable upon dissolution of the Company, the assets of the Company (or liquidation proceeds) shall be distributed in the following manner and order of priority (and ratably within each level of priority):

(i) first, to creditors of the Company, including Members who are creditors, to the extent otherwise permitted by Law, in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof) other than liabilities for which reasonable provision has been made and distributions to Members under Article 8; and

(ii) to the Members in respect of their Membership Interests pro rata in accordance with the positive balances in their Capital Accounts,

after giving effect to all contributions, distributions, allocations and adjustments for all periods.

(b) It is the intention of the parties that final Capital Account balances of the Members in respect of their Membership Interests will permit liquidating distributions to be made (after the satisfaction of the obligations of the Company to creditors pursuant to Section 12.05(a)(i) hereof) pro rata in accordance with their respective Membership Percentages. The allocations and distributions provided for in this Agreement are intended to result in the Capital Account of each Member in respect of its Membership Interests immediately prior to the distribution of the Company's assets pursuant to Section 12.05(a)(ii) (after the satisfaction of the obligations of the Company to creditors pursuant to Section 12.05(a)(i)) being equal to the amount that would be distributable to such Member in accordance with its Membership Percentage. The Company is authorized, to the extent possible, to make appropriate adjustments to the allocation of items of income, gain, loss and deduction as necessary to cause the amount of each Member's Capital Account in respect of its Membership Interests immediately prior to the distribution of the Company's assets pursuant to Section 12.05(a)(ii) (after the satisfaction of the obligations of the Company to creditors pursuant to Section 12.05(a)(i)) to equal the amount that would be distributable to such Member in respect of its Membership Interests in accordance with its Membership Percentage. Notwithstanding Section 12.05(a)(ii), if the Company is unable to make allocations such that the final Capital Account balances in respect of the Members' Membership Interests are pro rata in accordance with the Members' Membership Percentages, distributions to Members in respect of their Membership Interests pursuant to Section 12.05(a)(ii) shall be pro rata in accordance with their respective Membership Percentages.

(c) The Liquidating Agent shall have the power to establish any reserves that, in accordance with sound business judgment, it deems reasonably necessary to pay all claims and obligations, including all contingent, conditional or unmatured claims and obligations, which reserves may be paid over to an escrow agent selected by the Liquidating Agent to be held by such agent for the purpose of paying out such reserves in payment of the aforementioned contingencies and upon the expiration of such period as the Liquidating Agent may deem advisable, making a distribution of the balance thereof to the Members in the manner provided in this Section 12.05.

Section 12.06. *Distributions in Cash or in Kind.* Upon the dissolution of the Company, the Liquidating Agent shall use all commercially reasonable efforts to liquidate all of the Company assets in an orderly manner and apply the proceeds of such liquidation as set forth in Section 12.05; *provided* that if in the good faith judgment of the Liquidating Agent, a Company asset should not be liquidated, the Liquidating Agent shall distribute such asset, on the basis of its value (determined in good faith by the Liquidating Agent), in accordance with

Section 12.05, subject to the priorities set forth in Section 12.05, and *provided, further*, that the Liquidating Agent shall in good faith attempt to liquidate sufficient assets of the Company to satisfy in cash (or make reasonable provision for) the debts and liabilities referred to in Section 12.05(a).

Section 12.07. *Claims of the Members.* The Members and former Members shall look solely to the Company's assets for the return of their Capital Contributions, and if the assets of the Company remaining after payment of or due provision for all debts, liabilities and obligations of the Company are insufficient to return such Capital Contributions, the Members and former Members shall have no recourse against the Company, any Director, any other Member or, for the avoidance of doubt, Comcast or GE. No Member shall have any obligation to make any Capital Contribution with respect to such insufficiency, and such insufficiency shall not be considered a debt owed to the Company or to any other Person.

### ARTICLE 13 MISCELLANEOUS

Section 13.01. *Further Assurances.* Each Member, Comcast and GE shall, upon the request from time to time of the Company and without further consideration, do, execute and perform all such other acts, deeds and documents as may be reasonably requested by the Company to carry out fully the purposes and intent of this Agreement.

Section 13.02. *Amendment or Modification.* (a) This Agreement may be amended or modified only with the written consent of (i) Comcast and (ii) GE; *provided* that, subject to Section 13.02(b), the consent of GE will not be required from and after such time as GE's Percentage Interest is less than 10%.

(b) In addition, any amendment or modification of this Agreement that (i) adversely affects a Member or any of its Affiliates disproportionately to its effect on the other Members and their Affiliates, (ii) diminishes a Member's express rights under the terms of this Agreement, or (iii) imposes obligations on a Member in a manner contrary to the express provisions of this Agreement, shall, in each case, require the prior written consent of such Member.

(c) Notwithstanding Sections 13.02(a) and 13.02(b), the Board of the Company may amend, without the consent of Comcast, GE or any of the Members:

(i) this Agreement solely in order to reflect the fact that a new Member admitted in accordance with the terms of this Agreement has agreed to become bound by, and subject to, this Agreement;



(ii) this Agreement and the Certificate of Formation in order to change the name of the Company to the extent such change of name is permitted pursuant to Section 2.02;

(iii) Schedule 4.01 to this Agreement to reflect changes required pursuant to changes in the Members (including the admission of Additional Members), Membership Interests, Membership Percentages, and Percentage Interests of the Members in accordance with the terms of this Agreement; and

(iv) this Agreement, to reflect the terms of any equity interests in the Company and the issuance thereof as provided in Section 3.03(b).

Section 13.03. *Waiver; Cumulative Remedies.* Except as otherwise specifically provided herein, any party may waive any right of such party under this Agreement by an instrument signed in writing by such party. Except as specifically provided herein, the failure or delay of any Member to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of any such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any Member thereafter to enforce each and every such provision. No waiver of any breach of or non-compliance with this Agreement shall be held to be a waiver of any other or subsequent breach or non-compliance. Except as specifically provided herein, all remedies, either under this Agreement or by Law or otherwise afforded, will be cumulative and not alternative.

Section 13.04. *Entire Agreement.* This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes and cancels all prior agreements, understandings, representations and warranties, both oral and written, between the parties hereto with respect thereto. There are no agreements, undertakings, representations or warranties of any of the parties hereto with respect to the transactions contemplated hereby and thereby other than those set forth herein or therein or made hereunder or thereunder.

Section 13.05. *Third Party Beneficiaries.* Nothing in this Agreement, express or implied, is intended to confer, nor shall anything herein confer, on any Person other than the Company and the parties hereto, and their respective successors or permitted assigns, any rights, remedies, obligations or liabilities, except that any Person who is entitled to exculpation, indemnification or advancement pursuant to Section 6.01 of this Agreement and is not party to this Agreement shall be a third-party beneficiary of this Agreement to the extent required for purposes of such Section 6.01; *provided* that all claims for indemnification shall be made only in the name and on behalf of such Person by a Member.

Section 13.06. *Non-Assignability; Binding Effect.* The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; *provided* that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of each other party hereto (including for the avoidance of doubt in connection with Transfers permitted hereunder) except that in connection with (i) Transfers made by GE or any of its Affiliates in accordance with the terms of this Agreement GE may assign or cause to be assigned rights and obligations of GE and its Affiliates under Section 3.07, Article 9 and Exhibit D (*provided* that no such assignment shall relieve any party of any of its obligations hereunder and *provided, further*, that if the Second Comcast Purchase Right has expired without Comcast having exercised such Comcast Purchase Right or GE having sold or permitted to be sold (or agreed to sell or permit to sell) any securities representing GE's Percentage Interest immediately after the Closing, subject to the last sentence of this Section 13.06, GE may in connection with a Transfer of securities representing all of GE's Percentage Interest assign or cause to be assigned all rights and obligations of GE and its Affiliates under this Agreement), (ii) a Transfer made by Comcast and its Affiliates of all (but not less than all) of the Membership Interests held by the Comcast Members in accordance with the terms of this Agreement Comcast may assign or cause to be assigned all of the rights and obligations of Comcast and its Affiliates under this Agreement (*provided* that, except as set forth in Section 9.01(b)(iv), no such assignment shall relieve any party of any of its obligations hereunder) and (iii) a Transfer made by Comcast and its Affiliates of Membership Interests held by the Comcast Members in accordance with the terms of this Agreement Comcast may assign or cause to be assigned rights and obligations of Comcast and its Affiliates under Sections 3.07 and 9.07 and Exhibit D (*provided* that no such assignment shall relieve any party of any of its obligations hereunder). Prior to any Transfer (and related assignment) contemplated by the second proviso in clause (i) of this Section 13.06, the applicable transferee must certify in writing to Comcast and the Company that, immediately after giving effect to such Transfer, such transferee and its Affiliates would be in compliance with Section 10.03 and expressly covenant with Comcast and the Company that such transferee and its Affiliates will comply with Section 10.03. Notwithstanding anything to the contrary contained in this Agreement, no Transfer of HoldCo Shares otherwise permitted by the provisions of this Agreement shall become effective unless the transferee of such HoldCo Shares agrees in writing to be bound as a HoldCo Shareholder by the provisions of Section 8(g) of the Tax Matters Agreement. For the avoidance of doubt, any Membership Interests or HoldCo Shares Transferred by GE or any of its Affiliates (other than shares of Common Stock sold in a Public Offering or pursuant to a Rule 144 Sale) shall remain subject to the Comcast Purchase Rights pursuant to Section 9.03 and the rights of Comcast under Sections 9.06, 9.07 and 9.10 (it being understood that shares of Common Stock sold in a Public Offering or pursuant to a Rule 144 Sale shall not remain subject to any such rights), and

any transferee of any such securities shall be obligated to participate in any Back-End Transaction pursuant to Section 9.08 (either by agreeing to sell all New HoldCo Common Interests (as defined in Exhibit E-1) held by such transferee to Comcast in accordance with Exhibit E-1 or by agreeing to receive the same form and amount of consideration per security as GE and its Subsidiaries) and GE shall provide Comcast with notice promptly after such Transfer of the manner in which such transferee has agreed to become obligated to participate in any Back-End Transaction, in each case, even if any of such Sections do not reference any of such securities held by the transferees of GE or such Affiliate or any of such transferees.

Section 13.07. *Severability.* Every provision of this Agreement is intended to be severable. If any term or provision hereof is declared or held illegal or invalid, in whole or in part, for any reason whatsoever, such illegality or invalidity shall not affect the validity or enforceability of the remainder of the Agreement, and such provision shall be deemed amended or modified to the extent, but only to the extent, necessary to cure such illegality or invalidity. Upon such determination of illegality or invalidity, the parties hereto shall negotiate in good faith to amend this Agreement to effect the original intent of the parties. In any event, the invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of this Agreement, including that provision, in any other competent jurisdiction.

Section 13.08. *Injunctive Relief.* The parties hereto hereby acknowledge and agree that a violation of any of the terms of this Agreement will cause the other parties and the Company irreparable injury for which an adequate remedy at law is not available. Accordingly, the parties hereto expressly agree that in addition to any other remedy that each of the parties and the Company may be entitled to in law or in equity, each of the parties hereto and the Company shall, except as specifically provided otherwise in this Agreement, be entitled to seek specific performance of the terms of this Agreement and any injunction, restraining order or other equitable relief that may be necessary to prevent any breach(es) thereof. Furthermore, the parties expressly agree that if any of the parties hereto, or the Company, institutes any action or proceeding to enforce the provisions hereof, any other party against whom such action or proceeding is brought shall be deemed to have expressly, knowingly, and voluntarily waived the claim or defense that an adequate remedy exists at law. Each party hereby waives any requirement of any posting of bond.

Section 13.09. *Governing Law.* This Agreement shall be governed by and construed in accordance with the provisions of the Act, and other applicable Laws of the State of Delaware, without regard to its conflicts of law principles.

Section 13.10. *Submission to Jurisdiction.* For the purposes of any suit, action or other proceeding arising out of or relating to this Agreement and subject to Sections 9.02 and 10.02, each party to this Agreement irrevocably submits, to the fullest extent permitted by Law, to the exclusive jurisdiction of the Chancery Court of the State of Delaware (or if unavailable, any federal court sitting in the State of Delaware or, if unavailable, the Delaware Superior Court) and the appellate courts having jurisdiction of appeals in such courts. For the purposes of any suit, action or other proceeding arising out of or relating to this Agreement, each party irrevocably and unconditionally waives, to the fullest extent permitted by Law, any objection to the laying of venue in the Chancery Court of the State of Delaware (or if unavailable, any federal court sitting in the State of Delaware or, if unavailable, the Delaware Superior Court), and hereby further irrevocably and unconditionally waives, to the fullest extent permitted by Law, and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. Each party irrevocably consents, to the fullest extent permitted by Law, to service of process in connection with any such suit, action or other proceeding by registered mail to such party at its address set forth in this Agreement, in accordance with the provisions of Section 13.12. The consent to jurisdiction set forth in this Section 13.10 shall not constitute a general consent to service of process in the State of Delaware and shall have no effect for any purpose except as provided in this Section 13.10. The parties hereto agree that a final judgment in any such suit, action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

Section 13.11. *Waiver of Jury Trial.* EACH OF THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTERS (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP ESTABLISHED HEREUNDER.

Section 13.12. *Notices.* All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by facsimile with receipt confirmed (followed by delivery of an original via overnight courier service) or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses:

If to Comcast or any Comcast Member:

Comcast Corporation  
One Comcast Center  
Philadelphia, PA 19103  
Attention: General Counsel  
Facsimile: (215) 286-7794

And a copy (which copy shall not constitute notice) to:

Davis Polk & Wardwell LLP  
450 Lexington Avenue  
New York, NY 10017  
Attention: David L. Caplan  
William Aaronson  
Facsimile: (212) 450-3800  
Telephone: (212) 450-4000

If to GE or HoldCo:

General Electric Company  
3135 Easton Turnpike, W3A24  
Fairfield, CT 06828  
Attention: Senior Counsel for Transactions  
Facsimile: (203) 373-3008

And a copy (which copy shall not constitute notice) to:

Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, NY 10153  
Attention: Howard Chatzinoff  
R. Jay Tabor  
Facsimile: (212) 310-8007  
Telephone: (212) 310-8000

If to any other Member: to such addresses reflected in the books and records of the Company.

By written notice to the Company, any Member, Comcast or GE may change the address to which notices shall be directed.

Section 13.13. *Counterparts.* This Agreement may be executed in any number of counterparts, and delivered by facsimile or otherwise, each of which shall be deemed an original of this Agreement and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

COMCAST CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

[INITIAL COMCAST MEMBER 1]

By: \_\_\_\_\_  
Name:  
Title:

[INITIAL COMCAST MEMBER 2]

By: \_\_\_\_\_  
Name:  
Title:

[INITIAL COMCAST MEMBER 3]

By: \_\_\_\_\_  
Name:  
Title:

GENERAL ELECTRIC COMPANY

By: \_\_\_\_\_  
Name:  
Title:

NAVY HOLDINGS, INC.

By: \_\_\_\_\_  
Name:  
Title:

## **APPENDIX 5**

**FORM 10-K**  
**SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

(Mark One)



ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

FOR THE FISCAL YEAR ENDED DECEMBER 31, 2008

OR



TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

FOR THE TRANSITION PERIOD FROM TO

Commission file number 001-32871



**COMCAST CORPORATION**

(Exact name of registrant as specified in its charter)

**PENNSYLVANIA**

(State or other jurisdiction of incorporation or organization)

**One Comcast Center, Philadelphia, PA**

(Address of principal executive offices)

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

**27-0000798**

(I.R.S. Employer Identification No.)

**19103-2838**

(Zip Code)

**SECURITIES REGISTERED PURSUANT TO SECTION 12(b) OF THE ACT:**

Title of Each Class	Name of Each Exchange on which Registered
Class A Common Stock, \$0.01 par value	Nasdaq Global Select Market
Class A Special Common Stock, \$0.01 par value	Nasdaq Global Select Market
2.0% Exchangeable Subordinated Debentures due 2029	New York Stock Exchange
6.625% Notes due 2056	New York Stock Exchange
7.00% Notes due 2055	New York Stock Exchange
7.00% Notes due 2055, Series B	New York Stock Exchange
8.375% Guaranteed Notes due 2013	New York Stock Exchange
9.455% Guaranteed Notes due 2022	New York Stock Exchange

**SECURITIES REGISTERED PURSUANT TO SECTION 12(g) OF THE ACT:**

NONE

Indicate by check mark if the Registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the Registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports) and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of Registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendments to this Form 10-K. ☐

Indicate by check mark whether the Registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definition of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☒

Accelerated filer ☐

Non-accelerated filer ☐

Small reporting company ☐

Indicate by check mark whether the Registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

As of June 30, 2008, the aggregate market value of the Class A common stock and Class A Special common stock held by non-affiliates of the Registrant was \$39.033 billion and \$15.656 billion, respectively.

As of December 31, 2008, there were 2,060,982,734 shares of Class A common stock, 810,211,190 shares of Class A Special common stock and 9,444,375 shares of Class B common stock outstanding.

**DOCUMENTS INCORPORATED BY REFERENCE**

Part III—The Registrant's definitive Proxy Statement for its annual meeting of shareholders presently scheduled to be held in May 2009.



# Comcast Corporation

## 2008 Annual Report on Form 10-K

### Table of Contents

#### **PART I**

Item 1	Business	1
Item 1A	Risk Factors	13
Item 1B	Unresolved Staff Comments	16
Item 2	Properties	16
Item 3	Legal Proceedings	17
Item 4	Submission of Matters to a Vote of Security Holders	18

#### **PART II**

Item 5	Market for the Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities	19
Item 6	Selected Financial Data	21
Item 7	Management's Discussion and Analysis of Financial Condition and Results of Operations	22
Item 7A	Quantitative and Qualitative Disclosures About Market Risk	36
Item 8	Financial Statements and Supplementary Data	38
Item 9	Changes in and Disagreements with Accountants on Accounting and Financial Disclosure	79
Item 9A	Controls and Procedures	79
Item 9B	Other Information	79

#### **PART III**

Item 10	Directors and Executive Officers of the Registrant	80
Item 11	Executive Compensation	81
Item 12	Security Ownership of Certain Beneficial Owners and Management	81
Item 13	Certain Relationships and Related Transactions	81
Item 14	Principal Accountant Fees and Services	81

#### **PART IV**

Item 15	Exhibits and Financial Statement Schedules	82
Signatures		85

This Annual Report on Form 10-K is for the year ended December 31, 2008. This Annual Report on Form 10-K modifies and supersedes documents filed before it. The Securities and Exchange Commission ("SEC") allows us to "incorporate by reference" information that we file with them, which means that we can disclose important information to you by referring you directly to those documents. Information incorporated by reference is considered to be part of this Annual Report on Form 10-K. In addition, information that we file with the SEC in the future will automatically update and supersede information contained in this Annual Report on Form 10-K. Throughout this Annual Report on Form 10-K, we refer to Comcast Corporation as "Comcast;" Comcast and its consolidated subsidiaries as "we," "us" and "our;" and Comcast Holdings Corporation as "Comcast Holdings."

Our registered trademarks include Comcast and the Comcast logo. Our trademarks include Fancast and FEARnet. This Annual Report on Form 10-K also contains other trademarks, service marks and trade names owned by us as well as those owned by others.

# Part I

## Item 1: Business

We are the nation's leading provider of cable services, offering a variety of entertainment, information and communications services to residential and commercial customers. As of December 31, 2008, our cable systems served approximately 24.2 million video customers, 14.9 million high-speed Internet customers and 6.5 million phone customers and passed over 50.6 million homes in 39 states and the District of Columbia. We report the results of these operations as our Cable segment, which generates approximately 95% of our consolidated revenue. Our Cable segment also includes the operations of our regional sports networks. Our other reportable segment, Programming, consists primarily of our national programming networks, including E!, Golf Channel, VERSUS, G4 and Style. We were incorporated under the laws of Pennsylvania in December 2001. Through our predecessors, we have developed, managed and operated cable systems since 1963.

Our other business interests include Comcast Interactive Media and Comcast Spectacor. Comcast Interactive Media develops and operates Comcast's Internet businesses focused on entertainment, information and communication, including Comcast.net, Fancast, thePlatform, Fandango, Plaxo and DailyCandy. Comcast Spectacor owns two professional sports teams and two large, multipurpose arenas, and manages other facilities for sporting events, concerts and other events. Comcast Interactive Media, Comcast Spectacor and all other consolidated businesses not included in our Cable or Programming segment are included in "Corporate and Other" activities.

For financial and other information about our reportable segments, refer to Item 8, Note 16 to our consolidated financial statements included in this Annual Report on Form 10-K.

## Available Information and Web Sites

Our phone number is (215) 286-1700, and our principal executive offices are located at One Comcast Center, Philadelphia, PA 19103-2838. The public may read and copy any materials we file with the SEC at the SEC's Public Reference Room at 100 F Street, NE, Washington, DC 20549. The public may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. Our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and any amendments to such reports filed with or furnished to the SEC under Sections 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), are available free of charge on the SEC's Web site at [www.sec.gov](http://www.sec.gov) and on our Web site at [www.comcast.com](http://www.comcast.com) as soon as reasonably practicable after such reports are electronically filed with the SEC. The information posted on our Web site is not incorporated into our SEC filings.

## General Developments of Our Businesses

The following are the more significant developments in our businesses in 2008:

- growth in consolidated revenue of 10.9% to approximately \$34.3 billion and an increase in consolidated operating income of 20.7% to approximately \$6.7 billion
- growth in Cable segment revenue of 10.7% to approximately \$32.4 billion and an increase in operating income before depreciation and amortization of 10.5% to approximately \$13.2 billion
- the addition of approximately 1.5 million digital video customers, approximately 1.3 million high-speed Internet customers, approximately 2.0 million digital phone customers and a decrease of approximately 575,000 video customers (excluding in each case customers obtained through acquisitions)
- a reduction in Cable segment capital expenditures of 7.5% to approximately \$5.5 billion
- the transition of more of our programming to digital transmission rather than analog transmission in order to recapture bandwidth that will allow us to continue to expand our service offerings
- the initial deployment of DOCSIS 3.0 high-speed Internet technology, also referred to as Wideband
- the acquisition of cable systems serving Illinois and Indiana (approximately 696,000 video customers), as a result of the dissolution of Insight Midwest, LP (the "Insight transaction"), in January 2008
- an investment as part of an investor group in a new entity named Clearwire that is focusing on the deployment of a nationwide 4G wireless network using its significant wireless spectrum holdings and was formed through the combination of the 4G wireless broadband businesses of Clearwire's legal predecessor and Sprint Nextel ("Sprint"); through related agreements entered into in connection with our investment, we will be able to offer wireless services utilizing Clearwire's 4G and certain of Sprint's existing wireless networks
- the completion of various transactions, including the acquisition of Internet-related businesses, which include Plaxo and DailyCandy, and the purchase of an additional ownership interest in Comcast SportsNet Bay Area
- the repurchase of approximately 141 million shares of our Class A common stock and Class A Special common stock for approximately \$2.8 billion under our share repurchase authorization

- the initiation of a quarterly dividend of \$0.0625 per share in February 2008; we declared dividends of approximately \$727 million in 2008, of which \$547 million were paid during 2008

We operate our businesses in an intensely competitive environment. Competition for the cable services we offer consists primarily of direct broadcast satellite (“DBS”) operators and phone companies. In 2008, our competitors continued to add features

and adopt aggressive pricing and packaging for services that are comparable to the services we offer and the local phone companies have continued to expand their service areas. A substantial portion of our revenue comes from residential customers whose spending patterns may be affected by prevailing economic conditions. Intensifying competition and a weakening economy affected our net customer additions in 2008 and may, if these conditions continue, adversely impact our results of operations in the future.

## Description of Our Businesses

### Cable Segment

The table below summarizes certain customer and penetration data for our cable operations as of December 31.

(in millions)	2008	2007	2006	2005	2004
Homes passed <sup>(a)</sup>	<b>50.6</b>	48.5	45.7	38.6	37.8
Video					
Video customers <sup>(b)</sup>	<b>24.2</b>	24.1	23.4	20.3	20.5
Penetration <sup>(c)</sup>	<b>47.8%</b>	49.6%	51.3%	52.7%	54.1%
Digital video customers <sup>(d)</sup>	<b>17.0</b>	15.2	12.1	9.1	8.1
Digital video penetration <sup>(c)</sup>	<b>70.3%</b>	63.1%	51.9%	44.8%	39.4%
High-speed Internet					
Available homes <sup>(e)</sup>	<b>50.3</b>	48.1	45.2	38.2	37.1
Internet customers	<b>14.9</b>	13.2	11.0	8.1	6.6
Penetration <sup>(c)</sup>	<b>29.7%</b>	27.5%	24.4%	21.1%	17.8%
Phone					
Available homes <sup>(e)</sup>	<b>46.7</b>	42.2	31.5	19.6	8.9
Phone customers	<b>6.5</b>	4.6	2.4	1.2	1.1
Penetration <sup>(c)</sup>	<b>13.9%</b>	10.8%	7.6%	6.0%	12.2%

Basis of Presentation: Information related to cable system acquisitions is included from the date acquired. Information related to cable systems sold or exchanged is excluded for all periods presented. All percentages are calculated based on actual amounts. Minor differences may exist due to rounding.

(a) Homes are considered passed (“homes passed”) if we can connect them to our distribution system without further extending the transmission lines. As described in Note (b) below, in the case of certain multiple dwelling units (“MDUs”), such as apartment buildings and condominium complexes, homes passed are counted on an adjusted basis. Homes passed is an estimate based on the best available information. Homes passed and available homes do not include the number of small and medium-sized businesses passed, which cannot be reasonably estimated at this time.

(b) Generally, a dwelling or commercial unit with one or more television sets connected to our distribution system counts as one video customer. In the case of some MDUs, we count homes passed and video customers on a Federal Communications Commission (“FCC”) equivalent basis by dividing total revenue received from a contract with an MDU by the standard residential rate where the specific MDU is located.

(c) Penetration is calculated by dividing the number of customers by the number of homes passed or available homes, as appropriate. The number of customers includes our small and medium-sized business customers.

(d) Digital video customers are those who receive any level of video service via digital transmissions. A dwelling with one or more digital set-top boxes counts as one digital video customer. On average, as of December 31, 2008, each digital video customer had 1.6 digital set-top boxes.

(e) Homes are considered available (“available homes”) if we can connect them to our distribution system without further upgrading the transmission lines and if we offer the service in that area. Available homes for phone include digital and circuit-switched homes. See also note (a) above.

## Cable Services

We offer a variety of services over our cable systems, including video, high-speed Internet and phone services ("cable services") and market these services individually and in packages. Substantially all of our customers are residential customers. We have traditionally offered our video services to restaurants and hotels, and we are now offering our cable services to small and medium-sized businesses. Monthly subscription rates and related charges vary according to the service selected and the type of equipment the customer uses, and customers typically pay us on a monthly basis. While residential customers may discontinue services at any time, business customers may only discontinue their services in accordance with the terms of their respective contracts, which typically have one to three year terms.

We are focusing our technology initiatives on extending the capacity and efficiency of our networks, increasing the capacity and functionality of advanced set-top boxes, developing and integrating cross-service features and functionality, and developing interactive services.

## Video Services

Our video service offerings range from a limited analog service to a full digital service, as well as advanced services, including high-definition television ("HDTV") and digital video recorder ("DVR"). We tailor our channel offerings for each system serving a particular geographic area according to applicable local and federal regulatory requirements, programming preferences and demographics.

Our video services consist of a limited analog service, which generally includes access to between 20 and 40 channels of programming, an expanded analog service, which generally includes access to between 60 and 80 channels of programming, and digital video services with access to over 250 channels, depending on the level of service selected. Our video services generally include programming provided by national and local broadcast networks, national and regional cable networks, and governmental and public access programming. Our digital video services generally include access to multiple music channels; our On Demand service; and an interactive, on-screen program guide. We also offer some specialty tiers with sports, family or international themes.

Our video customers may also subscribe to premium channel programming. Premium channels include cable networks such as HBO, Showtime, Starz and Cinemax, which generally offer, without commercial interruption, movies, original programming, live and taped sporting events, concerts and other special features.

Our On Demand service allows our digital video customers the opportunity to choose from a selection of more than 10,000 standard-definition and high-definition programs over the course of a month; start the programs at whatever time is convenient; and pause, rewind and fast-forward the programs. The majority of our

On Demand content is available to our digital video customers at no additional charge, with additional content available on a pay-per-view basis. Digital video customers subscribing to premium channels generally have access to the premium channel's On Demand content without additional fees. Our pay-per-view On Demand service allows our video customers to order, for a separate fee, individual new release and library movies and special-event programs, such as professional boxing, professional wrestling and concerts. We are continuing to expand the number of On Demand choices, including HDTV programming.

Video customers may also subscribe to our advanced services, HDTV and DVR. Our HDTV service provides our video customers with improved, high-resolution picture quality, improved audio quality and a wide-screen format. Our HDTV service offers our digital video customers a broad selection of high-definition programming, including most major broadcast networks, leading national cable networks, premium channels and regional sports networks. In addition, our On Demand service provides over 1,000 HDTV programming choices. We are continuing to expand our HDTV programming choices. Our DVR service lets digital video customers select, record and store programs and play them at whatever time is convenient. Our DVR service also provides the ability to pause and rewind "live" television.

## High-Speed Internet Services

We offer high-speed Internet services with Internet access at downstream speeds of up to 24 Mbps, depending on the service selected, and up to 50 Mbps with the introduction of DOCSIS 3.0 technology, also referred to as Wideband, based on geographic market availability. These services also include our interactive portal, Comcast.net, which provides multiple e-mail addresses and online storage, as well as a variety of content and value-added features and enhancements that are designed to take advantage of the speed of the Internet services we provide.

## Phone Services

We offer a Voice over Internet Protocol ("VoIP") digital phone service that provides either usage-based or unlimited local and domestic long-distance calling, including features such as voice mail, caller ID and call waiting. We phased out substantially all of our circuit-switched phone service in 2008.

## Advertising

As part of our programming license agreements with programming networks, we often receive an allocation of scheduled advertising time that we may sell to local, regional and national advertisers. We also coordinate the advertising sales efforts of other cable operators in some markets, and in some markets we operate advertising interconnects. These interconnects establish a physical, direct link between multiple cable systems and provide for the sale of regional and national advertising across larger geographic areas than could be provided by a single cable company. We are also in the process of developing technology for interactive advertising.

### Regional Sports Networks

Our regional sports networks include Comcast SportsNet (Philadelphia), Comcast SportsNet Mid-Atlantic (Baltimore/Washington), Cable Sports Southeast, Comcast SportsNet Chicago, MountainWest Sports Network, Comcast SportsNet California (Sacramento), Comcast SportsNet New England (Boston), Comcast SportsNet Northwest (Portland) and Comcast SportsNet Bay Area (San Francisco). These networks generate revenue from monthly per subscriber license fees paid by multi-channel video providers and through the sale of advertising time.

### Other Revenue Sources

We also generate revenue from our digital media center, installation services, commissions from electronic retailing networks and fees from other services.

### Sources of Supply

To offer our video services, we license from programming networks the substantial majority of the programming channels and the associated On Demand offerings we distribute, and we generally pay a monthly fee for such programming on a per video subscriber, per channel basis. We attempt to secure long-term programming licenses with volume discounts and/or marketing support and incentives. We also license individual programs or packages of programs from programming suppliers for our On Demand service, generally under shorter-term agreements.

Our video programming expenses depend on the number of our video customers, the number of channels and programs we provide, and the programming license fees we are charged. We expect our programming expenses to continue to be our largest single expense item and to increase in the future.

We purchase a significant number of the set-top boxes and network equipment from a limited number of suppliers that we use in providing our video services.

For our high-speed Internet portal, Comcast.net, we license software products (such as e-mail and security software) and content (such as news feeds) from a variety of suppliers under contracts in which we generally pay on a fixed-fee basis, or on a per customer basis in the case of software product licenses, or on a video advertising revenue share basis in the case of content licenses.

To offer our phone services, we license software products (such as voice mail) from a variety of suppliers under multiyear contracts. The fees we pay are based on the consumption of the related services.

In connection with our provision of cable services, we license all of our billing software from two vendors.

### Customer and Technical Services

We service our customers through local, regional and national call and technical centers. These call centers provide 24/7 call-answering capability, telemarketing and other services. Our technical services group performs various tasks, including installations, transmission and distribution plant maintenance, plant upgrades, and activities related to customer service.

### Technology

Our cable systems employ a network architecture of hybrid fiber coax that we believe is sufficiently flexible and scalable to support our future requirements. This network allows the two-way delivery of transmissions, which is essential to providing interactive video services, such as On Demand, and high-speed Internet and digital phone services.

We continue to work on technology initiatives, including:

- development of cross-platform functionality that will integrate key features of two or more of our services
- recapture of bandwidth available in our network, both by delivering more of our programming through digital, as opposed to analog, transmission and by exploiting digital optimization
- development of technology that provides early detection of problems within our network and provides our technicians with enhanced diagnostic tools
- development of software for our network and for set-top boxes that measures the reliability and quality of our video signals and identifies video problems for particular customers
- the internal development of strategically important software and technologies, as well as technology specifications that integrate third-party software
- expanding our use of open technology solutions that allow multiple vendors to more easily integrate with our technology
- working with members of CableLabs, a nonprofit research and development consortium founded by members of the cable industry, to develop and integrate a common software platform, known as tru2way, that enables cable companies, content developers, network programmers, consumer electronics companies and others to extend interactivity to the TV set and other types of devices
- exploring wireless options to extend our services outside the home to provide mobility and create new features that integrate with our services, including our November 2008 investment in a new entity named Clearwire that is focusing on the deployment of a nationwide 4G wireless network and our purchase of wireless spectrum, both directly and through a consortium

## Sales and Marketing

We offer our products and services directly to customers through our call centers, door-to-door selling, direct mail advertising, television advertising, local media advertising, telemarketing and retail outlets. We also market our video, high-speed Internet and digital phone services individually and as bundled services.

## Competition

We operate our businesses in an intensely competitive environment. We compete with a number of different companies that offer a broad range of services through increasingly diverse means. Competition for the cable services we offer consists primarily of DBS operators and local phone companies. In 2008, our competitors continued to add features and adopt aggressive pricing and packaging for services that are comparable to the services we offer, and the local phone companies have continued to expand their service areas. These competitive factors have had an impact on and are likely to continue to affect our results of operations. In addition, we operate in a technologically complex environment where it is likely that new technologies will further increase the number of competitors we face for our video, high-speed Internet and phone services, and for our advertising business. We expect advances in communications technology, such as video streaming over the Internet, to continue in the future, and we are unable to predict what effects these developments will have on our businesses and operations.

## Video Services

We compete with a number of different sources that provide news, sports, information and entertainment programming to consumers, including:

- DBS providers that transmit satellite signals containing video programming, data and other information to receiving dishes located on the customer's premises
- certain local phone companies that have built and are continuing to build wireline fiber-optic-based networks, in some cases using Internet protocol ("IP") technology, to provide video and data services in substantial portions of their service areas and in an increasing number of our service areas, in addition to marketing DBS service in certain areas
- other providers that build and operate wireline communications systems in the same communities that we serve, including those operating as franchised cable operators
- online services that offer Internet video streaming, downloading and distribution of movies, television shows and other video programming
- satellite master antenna television systems, known as SMATVs, that generally serve condominiums, apartment and office complexes, and residential developments

- local television broadcast stations that provide free over-the-air programming
- wireless and other emerging mobile technologies that provide for the distribution and viewing of video programming
- video rental services and home video products

In recent years, Congress has enacted legislation and the FCC has adopted regulatory policies intended to provide a favorable operating environment for existing competitors and for potential new competitors to our cable systems. The FCC adopted rules favoring new investment by local phone companies in networks capable of distributing video programming and rules allocating and auctioning spectrum for new wireless services that may compete with our video service offerings. Furthermore, the FCC and various state governments have adopted measures that reduce or eliminate local franchising requirements for new entrants into the multichannel video marketplace, including local phone companies. Certain of these franchising entry measures have already been adopted in many states in which we operate. We could be materially disadvantaged if FCC and state franchising rules continue to set a different, less burdensome standard for some of our competitors than for ourselves (see "Legislation and Regulation" below).

## Direct broadcast satellite systems

According to recent government and industry reports, conventional, medium-power and high-power satellites provide video programming to over 35 million customers in the United States. DBS providers with high-power satellites typically offer more than 250 channels of programming, including programming services substantially similar to those our cable systems provide. Two companies, DIRECTV and DISH Network, provide service to substantially all of these DBS customers.

High-power satellite service can be received throughout the continental United States through small rooftop or side-mounted outdoor antennas. Satellite systems use video compression technology to increase channel capacity and digital technology to improve the quality and quantity of the signals transmitted to their customers. Our digital cable service is competitive with the programming, channel capacity and quality of signals currently delivered to customers by DBS providers.

Federal legislation establishes, among other things, a compulsory copyright license that permits satellite systems to retransmit local broadcast television signals to customers who reside in the local television station's market. These companies are currently transmitting local broadcast signals in most markets that we serve. Additionally, federal law generally provides satellite systems with access to cable-affiliated video programming services delivered by satellite. DBS providers also have arrangements with local phone companies in which the DBS provider's video services are sold together with a local phone company's high-speed Internet and phone services.



### Local phone companies

Local phone companies, in particular AT&T and Verizon, have built and continue to build fiber-optic-based networks to provide video services in substantial portions of their service areas. These local phone companies have continued to offer video services in an increasing number of our service areas, and we anticipate that local phone companies' video services will be offered in a substantial portion of our service areas in the near future. In certain areas, video services are being offered in addition to joint marketing arrangements local phone companies have entered into with DBS providers. Local phone companies have taken various positions on the question of whether they need a local cable television franchise to provide video services. Some, like Verizon, have applied for local cable franchises while others, like AT&T, claim that they can provide their video services without a local cable franchise. Notwithstanding their positions, both AT&T and Verizon have filed for video service franchise certificates under state franchising laws (see "Legislation and Regulation" below).

### Other providers

We operate our cable systems under nonexclusive franchises that are issued by a local community governing body, such as a city council or county board of supervisors or, in some cases, by a state regulatory agency. Federal law prohibits franchising authorities from unreasonably denying requests for additional franchises, and it permits franchising authorities to operate cable systems. In addition to local phone companies, various other companies, including those that traditionally have not provided cable services and have substantial financial resources (such as public utilities, including those that own some of the poles to which our cables are attached), have obtained cable franchises and provide competing cable services. These and other cable systems offer cable services in various areas where we hold franchises. We anticipate that facilities-based competitors will emerge in other franchise areas that we serve.

### Satellite master antenna television systems

Our cable systems also compete for customers with SMATV systems. SMATV system operators typically are not subject to regulation in the same manner as local, franchised cable system operators. SMATV systems offer customers both improved reception of local television stations and much of the programming offered by our cable systems. In addition, some SMATV operators offer packages of video, Internet and phone services to residential and commercial developments.

### Local broadcast services

Local broadcast stations have the ability to broadcast multiple streams of free programming in their digital broadcast spectrum, and some broadcasters are providing such services in markets that we serve. The increasing use of such free multicast services could present competitive challenges to our cable service.

### High-Speed Internet Services

We compete with a number of other companies, many of which have substantial resources, including:

- phone companies
- Internet service providers ("ISPs"), such as AOL, Earthlink and Microsoft
- wireless phone companies and other providers of wireless Internet service
- power companies

Digital subscriber line ("DSL") technology allows Internet access to be provided to customers over telephone lines at data transmission speeds substantially greater than those of dial-up modems. Local phone companies and other companies offer DSL service, and several of them have increased transmission speeds, lowered prices or created bundled service packages. In addition, some local phone companies, such as AT&T and Verizon, have built and are continuing to build fiber-optic-based networks that allow them to provide data transmission speeds that exceed those that can be provided with DSL technology and are now offering these higher speed services in many of our markets. The FCC has reduced the obligations of local phone companies to offer their broadband facilities on a wholesale or retail basis to competitors, and it has freed their DSL services of common carrier regulation.

Various wireless phone companies are offering wireless high-speed Internet services. In addition, in a growing number of commercial areas, such as retail malls, restaurants and airports, Wi-Fi Internet service is available. Numerous local governments are also considering or actively pursuing publicly subsidized Wi-Fi and WiMAX Internet access networks, and commercial WiMAX offerings are being rolled out.

The FCC has adopted an order that prohibits us from engaging in certain high-speed Internet network management practices, and Congress and the FCC are considering creating certain rights for Internet content providers and for users of high-speed Internet services by imposing "net neutrality" requirements on service providers. These requirements, as well as any other measures adopted by Congress or the FCC that impose additional obligations on high-speed Internet service providers, could adversely affect our high-speed Internet business (see "Legislation and Regulation" below).

### Phone Services

Our digital phone service competes against local phone companies, wireless phone service providers, competitive local exchange carriers ("CLECs") and other VoIP service providers. The local phone companies have substantial capital and other resources, longstanding customer relationships, and extensive existing facilities and network rights-of-way. A few CLECs also have existing local networks and significant financial resources.

### Advertising

We compete for the sale of advertising against a wide variety of media, including local broadcast stations, national broadcast networks, national and regional programming networks, local radio broadcast stations, local and regional newspapers, magazines and Internet sites.

## Programming Segment

The table below presents a summary of our most significant consolidated national programming networks as of December 31, 2008.

Programming Network	Approximate U.S. Subscribers (in millions)	Description
E!	85	Pop culture and entertainment-related programming
Golf Channel	73	Golf and golf-related programming
VERSUS	66	Sports and leisure programming
G4	57	Gamer lifestyle programming
Style	51	Lifestyle-related programming

Revenue for our programming networks is primarily generated from the sale of advertising and from monthly per subscriber license fees paid by multichannel video providers that have typically entered into multiyear contracts to distribute our programming networks. To obtain long-term contracts with distributors, we may make cash payments, provide an initial period in which license fee payments are waived or do both. Our programming networks assist distributors with ongoing marketing and promotional activities to retain existing customers and acquire new customers. Although we believe prospects of continued carriage and marketing of our programming networks by larger distributors are generally good, the loss of one or more of such distributors could have a material adverse effect on our programming networks.

### Sources of Supply

Our programming networks often produce their own television programs and broadcasts of live events. This often requires us to acquire the rights to the content that is used in such productions (such as rights to screenplays or sporting events). In other cases, our programming networks license the cable telecast rights to television programs produced by third parties.

### Competition

Our programming networks compete with other television programming services for distribution and programming. In addition, our programming networks compete for audience share with

all other forms of programming provided to viewers, including broadcast networks; local broadcast stations; pay and other cable networks; home video, pay-per-view and video on demand services; and Internet sites. Finally, our programming networks compete for advertising revenue with other national and local media, including other television networks, television stations, radio stations, newspapers, Internet sites and direct mail.

## Other Businesses

Our other business interests include Comcast Interactive Media and Comcast Spectacor. Comcast Interactive Media develops and operates Comcast's Internet businesses focused on entertainment, information and communication, including Comcast.net, Fancast, thePlatform, Fandango, Plaxo and DailyCandy. Comcast Spectacor owns two professional sports teams and two large, multipurpose arenas, and manages other facilities for sporting events, concerts and other events.

We also own noncontrolling interests in certain networks and content providers, including MGM, iN DEMAND, TV One, PBS KIDS Sprout, FEARnet, New England Cable News, Pittsburgh Cable News Channel, Music Choice and SportsNet New York. In addition, we have noncontrolling interests in wireless-related companies, including Clearwire and SpectrumCo, LLC.



## Legislation and Regulation

Our Cable segment is subject to regulation by federal, state and local governmental authorities under federal and state laws and regulations as well as agreements we enter into with franchising authorities. The Communications Act of 1934, as amended (the "Communications Act" or "Act") and FCC regulations and policies affect significant aspects of our Cable segment, including cable system ownership, video customer rates, carriage of broadcast television stations, the way we sell our programming packages to customers, access to cable system channels by franchising authorities and other parties, the use of utility poles and conduits and the offering of our high-speed Internet and phone services. Our Programming segment is subject to more limited governmental regulation.

Federal regulation and regulatory scrutiny of our Cable and Programming segments have increased over the last three years, even as the cable industry is subject to increasing competition from DBS providers, phone companies and others for video, high-speed Internet and phone services. Meanwhile, the FCC has provided regulatory relief and various regulatory advantages to our competitors, examples of which are provided below. Further, in some areas, the Communications Act treats certain multichannel video programming distributors ("MVPDs") differently from others. For example, ownership limits, pricing and packaging regulation, must-carry and franchising are not applicable to our DBS competitors. Regulation continues to present significant adverse risks to our businesses.

Regulators at all levels of government frequently consider changing, and sometimes do change, existing rules or interpretations of existing rules, or prescribe new ones. The transition to a new administration under President Obama will likely lead to turnover in the leadership of many federal agencies, including the FCC. We are unable to predict how new leadership in these agencies will ultimately affect regulation of our businesses. In addition, we always face the risk that Congress or one or more states will approve legislation significantly affecting our businesses, such as proposed federal legislation referred to as the Employee Free Choice Act, which would substantially liberalize the procedures for union organization.

The following paragraphs describe existing and potential future legal and regulatory requirements for our businesses.

### Video Services

---

#### Ownership Limits

The FCC adopted an order in 2007 establishing a 30% limit on the percentage of multichannel video customers that any single cable

provider can serve nationwide. Because we currently serve approximately 26% of multichannel video customers nationwide, the 30% ownership limit constrains our ability to take advantage of future growth opportunities. A federal appellate court struck down a similar 30% limit in a 2001 decision, and we have appealed the new limit in court. The FCC is also assessing whether it should reinstate a limit on the number of affiliated programming networks a cable operator may carry on its cable systems. The FCC's previous limit of 40% of the first 75 channels was also struck down by the federal appellate court in the 2001 decision. The percentage of affiliated programming networks we currently carry is well below the previous 40% limit. It is uncertain when the FCC will rule on this issue or how any regulation it adopts might affect us.

#### Pricing and Packaging

The Communications Act and FCC regulations and policies limit the prices that cable operators may charge for limited basic service, equipment and installation, as well as the manner in which cable operators may package premium or pay-per-view services with other tiers of service. These rules do not apply to cable systems that the FCC determines are subject to effective competition. The FCC has made this determination for systems covering 33% of our customers, and, as of December 31, 2008, we have pending before the FCC additional petitions for determination of effective competition for systems covering another 12% of our customers. An additional 35% of our customers are not subject to rate regulation because numerous local franchising authorities have chosen not to make the FCC certification filing necessary to regulate rates. From time to time, Congress and the FCC consider imposing new pricing or packaging regulations on the cable industry, including proposals that would require cable operators to offer programming networks on an a la carte or themed-tier basis instead of, or in addition to, our current packaged offerings. As discussed under "Legal Proceedings" in Item 3, we and others are currently involved in litigation that could force us and other MVPDs to offer programming networks on an a la carte basis. Additionally, uniform pricing requirements under the Communications Act may affect our ability to respond to increased competition through offers, promotions or other discounts that aim to retain existing customers or regain those we have lost. In October 2008, the FCC initiated several inquiries regarding the cable industry's transition from analog to digital transmission and the potential impact of these transition efforts on pricing and packaging for customers who lack the equipment necessary to receive digital programming. We believe that our product and service offerings will improve as we deliver more of our programming through digital transmission, because we will be able to provide more high-definition programming and video on demand services, better picture quality of our video services, faster Internet speeds and other services. There is a risk that the FCC could pursue regulatory or enforcement actions in this area, which could complicate or delay our transition to digital technology and could have an adverse effect on our business.

### **Must-Carry/Retransmission Consent**

Cable operators are currently required to carry, without compensation, the programming transmitted by most local commercial and noncommercial television stations. Alternatively, local television stations may insist that a cable operator negotiate for retransmission consent, which may enable popular stations to demand cash payments or other significant concessions (such as the carriage of, and payment for, other programming networks affiliated with the broadcaster) as a condition of transmitting the TV broadcast signals that video customers expect to receive. As part of the transition from analog to digital broadcast transmission, Congress and the FCC gave each local broadcast station a digital channel, capable of carrying multiple programming streams, in addition to its current analog channel. After the broadcasters' transition to digital (the current transition date is June 12, 2009, although broadcasters have the option of making the transition earlier), cable operators will have to carry the primary digital programming stream of local broadcast stations, as well as an analog version of the primary digital programming stream. These requirements will last for at least three years from the date of the digital transition. The FCC has provided a limited exemption from these requirements for cable systems with an activated channel capacity of 552 MHz or less. Under this exemption, which applies to certain of our cable systems, the operator is only obligated to carry the analog version of the broadcaster's primary digital programming stream. The FCC is also considering proposals to require cable operators to carry, after the 2009 transition date, some or all of the multiple programming streams transmitted in the broadcaster's digital signal. Such expanded must-carry obligations would further constrain our ability to allocate bandwidth to more high-definition channels, faster Internet speeds and other services. In addition, the FCC is considering proposals that would require cable operators to carry certain low power broadcast television stations that, under current regulations, generally lack must-carry rights.

### **Program Access/Program Carriage/License Agreements**

The Communications Act and the FCC's program access rules generally prevent video programmers affiliated with cable operators from favoring cable operators over competing MVPDs, such as DBS providers, and limit the ability of such affiliated programmers to offer exclusive programming arrangements to cable operators. The FCC has extended the exclusivity restrictions through October 2012. We have challenged this FCC action in federal court. In addition, the Communications Act and the FCC's program carriage rules prohibit cable operators and other MVPDs from requiring a financial interest in, or exclusive distribution rights for, any video programming network as a condition of carriage, or from unreasonably restraining the ability of an unaffiliated programming network to compete fairly by discriminating against the network on the basis of its nonaffiliation in the selection, terms or conditions for carriage. The FCC is considering proposals to expand its program access and program carriage regulations that, if adopted, could have an adverse effect on our businesses. In addition, under the FCC's July 2006 order approving our acquis-

ition of Adelphia cable systems and related Time Warner transactions, until July 2012 our regional sports networks are generally covered by the program access rules, and MVPDs may invoke commercial arbitration against such regional sports networks as an alternative to filing a program access complaint with the FCC. In addition, we are a party to program carriage disputes at the FCC involving three programming networks (NFL Network, WealthTV and Mid-Atlantic Sports Network). Adverse decisions in these disputes could increase our costs and curtail our flexibility to deliver services to our customers.

### **Leased Access**

The Communications Act requires a cable system to make available up to 15% of its channel capacity for commercial leased access by third parties to provide programming that may compete with services offered directly by the cable operator. To date, we have not been required to devote significant channel capacity to leased access. However, the FCC adopted rules in 2007 that dramatically reduce the rates we can charge for leased access channels. Although the lower rates initially will not apply to home shopping or infomercial programmers, the FCC has issued a further notice to determine if such programming should also have the benefit of the lower rates. These new FCC rules, which have been stayed by a federal court pending the outcome of a challenge brought by us and other cable operators and which also have been blocked by the Office of Management and Budget, could adversely affect our business by significantly increasing the number of cable system channels occupied by leased access users and by significantly increasing the administrative burdens and costs associated with complying with such rules.

### **Cable Equipment**

The FCC has adopted regulations aimed at promoting the retail sale of set-top boxes and other equipment that can be used to receive digital video services. Effective July 2007, cable operators were prohibited from acquiring for deployment set-top boxes that perform both channel navigation and security functions. Set-top boxes purchased after that date must rely on a separate security device known as a CableCARD, which adds to the cost of set-top boxes. In addition, the FCC has adopted rules to implement an agreement between the cable and consumer electronics industries aimed at promoting the manufacture of plug-and-play TV sets that can connect directly to a cable network and receive one-way analog and digital video services without the need for a set-top box. The FCC is also considering proposals to establish regulations for plug-and-play retail devices that can access two-way cable services. Some of the proposals, if adopted, would impose substantial costs on us and impair our ability to innovate. In April 2008, we joined major consumer electronics companies, information technology companies and other major cable operators in an agreement to use certain technology to enable retail devices to access two-way cable services. We believe that this inter-industry agreement makes it less likely the FCC will adopt two-way plug-and-play requirements in the near future.

### **MDUs and Inside Wiring**

In October 2007, the FCC adopted an order prohibiting the enforcement of exclusive video service access agreements between cable operators and MDUs and other private real estate developments. The order also prohibits the execution of new exclusive access agreements. The order has been appealed by the National Cable & Telecommunications Association ("NCTA"), the cable industry's trade organization. The FCC is also considering proposals to extend these prohibitions to non-cable MVPDs and to expand the scope of the rules to prohibit exclusive marketing and bulk billing agreements. Because we have a significant number of exclusive access agreements, the FCC's order to abrogate the exclusivity provisions of those agreements could negatively affect our business, as would adoption of new limits on exclusive marketing and bulk billing. The FCC has also adopted rules facilitating competitors' access to the cable wiring inside such MDUs. These rules could also have an adverse impact on our business as they allow our competitors to use wiring we have deployed to reach potential customers more quickly and inexpensively.

### **Pole Attachments**

The Communications Act permits the FCC to regulate the rate that pole-owning utility companies (with the exception of municipal utilities and rural cooperatives) charge cable systems for attachments to their poles. States are permitted to preempt FCC jurisdiction and regulate the terms of attachments themselves, and many states in which we operate have done so. Most of these states have generally followed the FCC's pole rate standards. The FCC or a state could increase pole attachment rates paid by cable operators. Additionally, higher pole attachment rates apply to pole attachments that are subject to the FCC's telecommunications services pole rates. The applicability of and method for calculating those rates for cable systems over which phone services are transmitted remain unclear, and there is a risk that we could face materially higher pole attachment costs. In November 2007, the FCC initiated a proceeding to consider whether to modify its rules governing prices for pole attachments. Among other issues, the FCC is considering establishing a new unified pole attachment rate that would apply to cable system attachments where the cable operator provides high-speed Internet services and, perhaps, phone services as well. The proposed rate would be higher than the current rate paid by cable service providers but lower than the rate that applies to attachments used to provide telecommunications services. If adopted, this proposal could materially increase our costs by increasing our existing payments for pole attachments.

### **Franchising**

Cable operators generally operate their cable systems under nonexclusive franchises granted by local or state franchising authorities. While the terms and conditions of franchises vary materially from jurisdiction to jurisdiction, franchises typically last for a fixed term; obligate the franchisee to pay franchise fees and

meet service quality, customer service and other requirements; and are terminable if the franchisee fails to comply with material provisions. The Communications Act permits franchising authorities to establish reasonable requirements for public, educational and governmental access programming, and many of our franchises require substantial channel capacity and financial support for this programming. The Communications Act also contains provisions governing the franchising process, including, among other things, renewal procedures designed to protect incumbent franchisees against arbitrary denials of renewal. We believe that our franchise renewal prospects generally are favorable.

There has been considerable activity at both the federal and state levels addressing franchise requirements imposed on new entrants. This activity is primarily directed at facilitating local phone companies' entry into cable services. In December 2006, the FCC adopted new rules designed to ease the franchising process and reduce franchising burdens for new entrants by, among other things, limiting the range of financial, construction and other commitments that franchising authorities can request of new entrants, requiring franchising authorities to act on franchise applications by new entrants within 90 days, and preempting certain local "level playing field" franchising requirements. The FCC subsequently adopted more modest franchising relief for existing cable operators. We could be materially disadvantaged if the rules continue to set a different, less burdensome standard for some of our competitors than for ourselves. From time to time, Congress has also considered proposals to eliminate or streamline local franchising requirements for local phone companies and other new entrants. We cannot predict whether such legislation will be enacted or what effect it would have on our business.

In addition, approximately half of the states in which we operate have enacted legislation to provide statewide franchising or to simplify local franchising requirements for new entrants, thus relieving new entrants of many of the local franchising burdens faced by incumbent operators. Some of these statutes also allow new entrants to operate on more favorable terms than our current operations, for instance by not requiring that the applicant provide service to all parts of the franchise area or permitting the applicant to designate only those portions it wishes to serve. Certain of these state statutes allow incumbent cable operators to opt into the new state franchise where a competing state franchise has been issued for the incumbent's franchise area. However, even in those states where incumbent cable operators are allowed to opt into a state franchise, we often are required to retain certain franchise obligations that are more burdensome than the new entrant's state franchise.

### **Copyright Regulation**

In exchange for filing reports and contributing a percentage of revenue to a federal copyright royalty pool, cable operators can obtain blanket permission to retransmit copyrighted material contained in broadcast signals. The possible modification or

elimination of this copyright license is the subject of ongoing legislative and administrative review. In June 2008, the Copyright Office issued a report to Congress in which it recommended eliminating the compulsory copyright license in favor of free market negotiations between cable operators and copyright owners. If adopted, this proposal could adversely affect our ability to obtain certain programming and substantially increase our programming costs. In May 2008, the Copyright Office rejected a cable industry request to clarify that copyright fees associated with the retransmission of out-of-market broadcast signals should be limited to system customers who actually receive those signals. The Copyright Office concluded it did not have authority under the governing statute to adopt that interpretation. There is a risk that the Copyright Office's determination on this issue could materially increase the copyright royalty fees that we and other cable operators pay to retransmit out-of-market broadcast signals. Further, in June 2008, the Copyright Office issued a Notice of Proposed Rulemaking addressing how the compulsory license will apply to digital broadcast signals and services. In this notice, the Copyright Office proposed to require royalty fees from cable operators for carriage of each digital multicast stream of programming from an out-of-market television broadcast station. If adopted, this proposal could significantly increase our royalty fees for the carriage of out-of-market television stations. In addition, we pay standard industry licensing fees to use music in the programs we create, including our Cable segment's local advertising and local origination programming, and our Programming segment's original programs. These licensing fees have been the source of litigation with music performance rights organizations in the past and we cannot predict with certainty whether license fee disputes may arise in the future.

## High-Speed Internet Services

---

We provide high-speed Internet services by means of our existing cable systems. In 2002, the FCC ruled that this was an interstate information service that is not subject to regulation as a telecommunications service under federal law or to state or local utility regulation. However, our high-speed Internet services are subject to a number of regulatory obligations, including compliance with the Communications Assistance for Law Enforcement Act ("CALEA") requirement that high-speed Internet service providers must implement certain network capabilities to assist law enforcement in conducting surveillance of persons suspected of criminal activity.

Several parties are advocating that Congress and the FCC adopt so-called "net neutrality" rules that would define certain rights for users of high-speed Internet services and regulate or restrict some types of commercial agreements between service providers and providers of Internet content. In 2005, the FCC issued what was characterized at the time as a nonbinding policy statement identifying four principles that will guide its policymaking regarding high-

speed Internet and related services. These principles provide that consumers are entitled to: (i) access lawful Internet content of their choice; (ii) run applications and services of their choice, subject to the needs of law enforcement; (iii) connect their choice of legal devices that do not harm the network; and (iv) enjoy competition among network providers, application and service providers, and content providers. Some have proposed that Congress and the FCC adopt these principles as formal rules and also impose non-discrimination and disclosure requirements on high-speed Internet service providers. Congress has rejected similar proposals in the past, but such proposals may be revisited and possibly broadened. Any such rules or statutes could limit our ability to manage our cable systems (including use for other services), obtain value for use of our cable systems or respond to competitive conditions. We cannot predict whether "net neutrality" rules or statutes will be adopted.

All networks must be managed to provide high-quality, consistent and safe high-speed Internet services. In August 2008, the FCC found that we had violated "federal Internet policies" by engaging in certain network management practices intended to address congestion on our high-speed Internet network. As a result, we were ordered to disclose certain information about our network management practices to the FCC, and to cease the practices at issue by December 31, 2008. We are challenging that decision in federal court. In the interim, we complied with the disclosure requirements imposed by the FCC. In addition, as of December 31, 2008, we stopped using our earlier techniques in favor of a new set of protocol-agnostic network management congestion practices, and we have so informed the FCC. Continued FCC regulation of our high-speed Internet network management practices could adversely affect our business by impairing our ability to manage our network efficiently.

A federal program known as the Universal Service program generally requires telecommunications service providers to collect and pay a fee based on their revenue from telecommunications services (in recent years, roughly 10% of revenue) into a fund used to subsidize the provision of telecommunications services in high-cost areas and Internet and telecommunications services to schools, libraries and certain health care providers. Congress is considering proposals that could result in high-speed Internet services being subject to Universal Service fees. We cannot predict whether or how the Universal Service funding system might be extended to cover high-speed Internet services or, if that occurs, how it will affect us.

Congress and federal regulators have adopted a wide range of measures affecting Internet use, including, for example, consumer privacy, copyright protection, defamation liability, taxation, obscenity and unsolicited commercial e-mail. State and local governments have also adopted Internet-related regulations. Furthermore, Congress, the FCC and certain state and local governments are also considering proposals to impose customer



service, quality of service, taxation, child safety, privacy and standard pricing regulations on high-speed Internet service providers. It is uncertain whether any of these proposals will be adopted. The adoption of new laws or the application of existing laws to the Internet could have a material adverse effect on our high-speed Internet business.

## Phone Services

---

We currently offer phone services using interconnected VoIP technology. Upon receipt of requested approvals for two remaining service areas, we will no longer provide circuit-switched phone service. The FCC has adopted a number of orders addressing regulatory issues relating to providers of nontraditional voice services such as ours, including regulations relating to customer proprietary network information, local number portability duties and benefits, disability access, E911, CALEA, and contributions to the federal Universal Service Fund, but has not yet ruled on the appropriate classification of the specific type of voice services that we provide. The regulatory environment for interconnected VoIP services therefore remains uncertain at both the federal and state level. Until the FCC definitively classifies interconnected VoIP services for state and federal regulatory purposes, state regulatory commissions and legislatures may continue to investigate imposing regulatory requirements on such services.

We and two other cable operators filed a complaint with the FCC against Verizon in 2008 claiming that Verizon had violated a statutory carrier proprietary information requirement in processing requests from us to transfer Verizon customers who had selected us to be their voice provider. The FCC subsequently upheld the complaint, and a federal appellate court rejected Verizon's appeal of the FCC's order. Verizon could seek additional judicial review and, if the order were overturned on further appeal, our ability to increase our voice services customer base could be adversely affected.

The FCC and Congress also are considering how nontraditional voice services should interconnect with local phone companies' phone networks. Since the FCC has not determined the appropriate classification of these services, the precise scope of local phone company interconnection rules applicable to providers of nontraditional voice services is not entirely clear. As a result, some local phone companies may resist interconnecting directly with these providers. In light of these concerns, providers of these services typically either secure CLEC authorization or obtain interconnection to local phone company networks by contracting with an existing CLEC, whose right, as a telecommunications carrier, to request and obtain interconnection with local phone companies is set forth in the Communications Act. We have arranged for such interconnection rights through our own CLECs and through third party CLECs, however certain parties have chal-

lenged our interconnection rights at the FCC and various state commissions and these proceedings remain unresolved.

It is uncertain whether and when the FCC or Congress will adopt further rules regarding interconnection rights and arrangements and how such rules would affect our voice services.

## Other Areas

---

The FCC actively regulates other aspects of our Cable segment and limited aspects of our Programming segment, including the mandatory blackout of syndicated, network and sports programming; customer service standards; political advertising; indecent or obscene programming; Emergency Alert System requirements for analog and digital services; closed captioning requirements for the hearing impaired; commercial restrictions on children's programming; origination cablecasting (i.e., programming locally originated by and under the control of the cable operator); sponsorship identification; equal employment opportunity; lottery programming; recordkeeping and public file access requirements; telemarketing; technical standards relating to operation of the cable network; and regulatory fees. We are unable to predict how these regulations might be changed in the future and how any such changes might affect our Cable and Programming businesses. In addition, while we believe that we are in substantial compliance with FCC rules, we are occasionally subject to enforcement actions at the FCC, which can result in our having to pay fines to the agency.

### State and Local Taxes

Some states and localities have imposed or are considering imposing new or additional taxes or fees on the services we offer, or imposing adverse methodologies by which taxes or fees are computed. These include combined reporting or other changes to general business taxes, central assessments for property tax, and taxes and fees on video and voice services. We and other cable industry members are challenging certain of these taxes through administrative and court proceedings. In addition, in some situations our DBS competitors do not face similar state tax and fee burdens. Congress has also considered, and may consider again, proposals to bar states from imposing taxes on DBS providers that are equivalent to the taxes or fees that we pay.

### Privacy and Security Regulation

The Communications Act generally restricts the nonconsensual collection and disclosure to third parties of cable customers' personally identifiable information by cable operators. There are exceptions that permit the collection and disclosure of this information for rendering service, conducting legitimate business activities related to the service, and responding to legal requests. The Telecommunications Act of 1996 provides additional privacy protections for customer proprietary network information, commonly known as CPNI, related to our digital phone services.

A handful of states and the District of Columbia have enacted privacy laws that apply to cable services.

We are also subject to state and federal rules and laws regarding information security. Most of these rules and laws apply to customer information that could be used to commit identity theft. Forty-five states and the District of Columbia have enacted security breach notification laws. These laws generally require that a business give notice to its customers whose financial account information has been disclosed because of a security breach. The Federal Trade Commission ("FTC") is applying the "red flag rules" in the Fair and Accurate Credit Transactions Act of 2003 to both financial institutions and creditors. Because we permit customers to pay us for services usually 30 days after they receive them, we are considered a creditor according to the FTC's interpretation of the rules. We intend to comply with these rules, which become effective for us on May 1, 2009, by using an identity theft prevention program to identify, detect and respond to patterns, practices or specific activities that could indicate identity theft.

We are also subject to state and federal "do not call" laws regarding telemarketing and state and federal laws regarding unsolicited commercial e-mails. Additional and more restrictive requirements may be imposed if and to the extent that state or local authorities establish their own privacy or security standards or if Congress enacts new privacy or security legislation.

## Employees

As of December 31, 2008, we employed approximately 100,000 employees, including part-time employees. Of these employees, approximately 89,000 were associated with our Cable business and the remainder were associated with our Programming and other businesses. Approximately 6,000 of our employees (including part-time employees) are covered by collective bargaining agreements or have organized but are not covered by collective bargaining agreements. We believe we have good relationships with our employees.

## Caution Concerning Forward-Looking Statements

The SEC encourages companies to disclose forward-looking information so that investors can better understand a company's future prospects and make informed investment decisions. In this Annual Report on Form 10-K, we state our beliefs of future events and of our future financial performance. In some cases, you can identify these so-called "forward-looking statements" by words such as "may," "will," "should," "expects," "believes," "estimates,"

"potential," or "continue," or the negative of these words, and other comparable words. You should be aware that those statements are only our predictions. In evaluating those statements, you should specifically consider various factors, including the risks and uncertainties listed in "Risk Factors" under Item 1A and in other reports we file with the SEC. Actual events or our actual results may differ materially from any of our forward-looking statements.

Additionally, we operate in a highly competitive, consumer-driven and rapidly changing environment. The environment is affected by government regulation; economic, strategic, political and social conditions; consumer response to new and existing products and services; technological developments; and, particularly in view of new technologies, the ability to develop and protect intellectual property rights. Our actual results could differ materially from management's expectations because of changes in such factors. Other factors and risks could adversely affect our operations, business or financial results of our businesses in the future and could also cause actual results to differ materially from those contained in the forward-looking statements. We undertake no obligation to update any forward-looking statements.

## Item 1A: Risk Factors

**All of the services offered by our cable systems face a wide range of competition that could adversely affect our future results of operations.**

We operate in an intensely competitive industry. Our cable systems compete with a number of different sources that provide news, information and entertainment programming to consumers. We compete directly with other programming distributors, including DBS companies, phone companies, companies that build competing cable systems in the same communities we serve and companies that offer programming and other communications services to our customers and potential customers, including high-speed Internet and voice service providers. Our business and results of operations could be adversely affected if we do not compete effectively.

**We may face increased competition because of technological advances and new regulatory requirements, which could adversely affect our future results of operations.**

In addition to marketing DBS services in certain areas, local phone companies have built and are continuing to build wireline, fiber-optic-based networks and, in some cases, are using IP technology to provide video services in substantial portions of their service areas. Local phone companies and various other companies also offer DSL and other Internet services. We expect other advances in communications technology, as well as changes in the marketplace, to occur in the future. If we choose technology that is not as

effective, cost-efficient or attractive to customers as that employed by our competitors, our business and results of operations could be adversely affected.

Further, new technologies and services have been developed, such as video streaming over the Internet, and may continue to be developed that compete with services that our cable systems offer, and such services may not be regulated in the same manner or to the same extent as our services. The success of these ongoing and future developments could have an adverse effect on our business and results of operations. Moreover, in recent years, Congress and various states have enacted legislation and the FCC has adopted regulatory policies that have had the effect of providing a more favorable operating environment for some of our existing and potential new competitors.

**Programming expenses are increasing, which could adversely affect our future results of operations.**

We expect our programming expenses to continue to be our largest single expense item in the foreseeable future. The MVPD industry has continued to experience an increase in the cost of programming, especially sports programming. In addition, as we add programming to our video services or distribute existing programming to more of our customers, we face increased programming expenses. If we are unable to raise our customers' rates or offset such programming cost increases through the sale of additional services, the increasing cost of programming could have an adverse impact on our results of operations.

We also expect to be subject to increasing demands, including demands for cash payments and other concessions, by broadcasters in exchange for their required consent for the retransmission of broadcast programming to our customers. We cannot predict the magnitude of these demands or the effect on our business and operations should we concede to certain of these demands or fail to obtain the required consents.

**We are subject to regulation by federal, state and local governments, which may impose additional costs and restrictions.**

Federal, state and local governments extensively regulate the video services industry and may increase the regulation of the Internet service and digital phone service industries. We expect that legislative enactments, court actions and regulatory proceedings will continue to clarify and in some cases adversely affect the rights and obligations of cable operators and other entities under the Communications Act and other laws. Congress considers new legislative requirements potentially affecting our businesses virtually every year. The results of these legislative, judicial and administrative actions may materially affect our business operations.

In addition, local authorities grant us franchises that permit us to operate our cable systems. We have to renew or renegotiate these

franchises from time to time. Local franchising authorities often demand concessions or other commitments as a condition of renewal or transfer, and these concessions or other commitments could be costly to us. In addition, we could be materially disadvantaged if we remain subject to legal constraints that do not apply equally to our competitors, such as if local phone companies that provide video programming services are not subject to the local franchising requirements and other requirements that apply to us. For example, the FCC has adopted rules and several states have enacted legislation to ease the franchising process and reduce franchising burdens for new entrants. See "Legislation and Regulation" in Item 1 and refer to the "Franchising" discussion within that section.

We also face other risks related to federal, state and local regulations. For example, Congress and the FCC are also considering various forms of "net neutrality" regulation. See "Legislation and Regulation" in Item 1 and refer to the "High-Speed Internet Services" discussion within that section. For a more detailed discussion of the risks associated with our regulation by federal, state and local governments, see "Legislation and Regulation" in Item 1.

**Weakening economic conditions may have a negative impact on our results of operations and financial condition.**

During 2008, the global financial markets were in turmoil, and the equity and credit markets experienced extreme volatility, which caused already weak economic conditions to worsen. A substantial portion of our revenue comes from residential customers whose spending patterns may be affected by prevailing economic conditions. To the extent these conditions continue, customers may reduce the advanced or premium services to which they subscribe, or may discontinue subscribing to one or more of our cable services. This risk may be worsened by the expanded availability of free or lower cost competitive services, such as video streaming over the Internet, or substitute services, such as wireless phones. The weakening economy affected our net customer additions during 2008 and also had a negative impact on the advertising revenue of our Cable segment. If these economic conditions continue to deteriorate, the growth of our business and results of operations may be adversely affected.

Further, because of the turmoil in the global financial markets, some financial and other institutions have experienced, and continue to experience, significant financial distress. Although we have attempted to be prudent in our investment strategy, it is not possible to predict how the financial market turmoil and the deteriorating economic conditions may affect our financial position. Additional financial institution failures could reduce amounts available under committed credit facilities, could cause losses to the extent cash amounts or the value of securities exceed government deposit insurance limits and could restrict our access to the public equity and debt markets.

**We rely on network and information systems and other technology, and a disruption or failure of such networks, systems or technology may disrupt our business.**

Network and information systems and other technologies are critical to our business activities. Network and information systems-related events, such as computer hackings, computer viruses, worms or other destructive or disruptive software, process breakdowns, denial of service attacks, malicious social engineering or other malicious activities, or any combination of the foregoing, or power outages, natural disasters, terrorist attacks or other similar events, could result in a degradation or disruption of our cable services, excessive call volume to call centers or damage to our equipment and data. These network and information systems-related events also could result in large expenditures to repair or replace the damaged networks or information systems or to protect them from similar events in the future. Further, any security breaches, such as misappropriation, misuse, leakage, falsification or accidental release or loss of information maintained in our information technology systems and networks, including customer, personnel and vendor data, could damage our reputation and require us to expend significant capital and other resources to remedy any such security breach. The occurrence of any such network or information system-related events or security breaches could have a material adverse effect on our business and results of operations.

**We may be unable to obtain necessary hardware, software and operational support.**

We depend on third party vendors to supply us with a significant amount of the hardware, software and operational support necessary to provide certain of our services. Moreover, some of these vendors represent our primary source of supply or grant us the right to incorporate their intellectual property into some of our hardware and software products. While we actively monitor the operations and financial condition of key vendors in an attempt to detect any potential difficulties, there can be no assurance that we would timely identify any operating or financial difficulties associated with these vendors or that we could effectively mitigate our risks with respect to any such difficulties. If any of these vendors experience operating or financial difficulties or if demand exceeds their capacity or they cannot otherwise meet our specifications, our ability to provide some services may be materially adversely affected, in which case, our business, results of operation and financial position may be adversely affected.

**Our business depends on certain intellectual property rights and on not infringing the intellectual property rights of others.**

We rely on our patents, copyrights, trademarks and trade secrets, as well as licenses and other agreements with our vendors and other parties, to use our technologies, conduct our operations and sell our products and services. Legal challenges to our intellectual property rights and claims of intellectual property infringement by third parties could require that we enter into royalty or licensing agreements on unfavorable terms, incur substantial monetary

liability or be enjoined preliminarily or permanently from further use of the intellectual property in question or from the continuation of our businesses as currently conducted, which could require us to change our business practices or limit our ability to compete effectively or could have an adverse effect on our results of operations. Even if we believe any such claims are without merit, they can be time-consuming and costly to defend and divert management's attention and resources away from our business. Moreover, because of the rapid pace of technological change, we rely on technologies developed or licensed by third parties, and if we are unable to obtain or continue to obtain licenses from these third parties on reasonable terms, our business and results of operations could be adversely affected.

**We face risks arising from the outcome of various litigation matters.**

We are subject to various legal proceedings and claims, including those described under the caption "Legal Proceedings" in Item 3 and those arising in the ordinary course of business, including regulatory and administrative proceedings, claims and audits. While we do not expect the final disposition of any of these litigation matters will have a material effect on our consolidated financial position, an adverse outcome in one or more of these matters could be material to our consolidated results of operations and cash flows for any one period, and any litigation resulting from any such legal proceedings could be time consuming, costly and injure our reputation. Further, no assurance can be given that any adverse outcome would not be material to our financial position.

**Acquisitions and other strategic transactions present many risks, and we may not realize the financial and strategic goals that were contemplated at the time of any transaction.**

From time to time we make acquisitions and investments and enter into other strategic transactions. In connection with acquisitions and other strategic transactions, we may incur unanticipated expenses; fail to realize anticipated benefits; have difficulty incorporating the acquired businesses; disrupt relationships with current and new employees, customers and vendors; incur significant indebtedness; or have to delay or not proceed with announced transactions. These factors could have a material adverse effect on our business, results of operations, cash flows and financial position.

**Our Class B common stock has substantial voting rights and separate approval rights over several potentially material transactions, and our Chairman and CEO has considerable influence over our operations through his beneficial ownership of our Class B common stock.**

Our Class B common stock has a nondilutable 33⅓% of the combined voting power of our common stock. This nondilutable voting power is subject to proportional decrease to the extent the number of shares of Class B common stock is reduced below 9,444,375, which was the number of shares of Class B common



stock outstanding on the date of our 2002 acquisition of AT&T Corp.'s cable business, subject to adjustment in specified situations. Stock dividends payable on the Class B common stock in the form of Class B or Class A Special common stock do not decrease the nondilutable voting power of the Class B common stock. The Class B common stock also has separate approval rights over several potentially material transactions, even if they are approved by our Board of Directors or by our other stockholders and even if they might be in the best interests of our other stockholders. These potentially material transactions include: mergers or consolidations involving Comcast Corporation, transactions (such as a sale of all or substantially all of our assets) or issuances of securities that require shareholder approval, transactions that result in any person or group owning shares representing more than 10% of the combined voting power of the resulting or surviving corporation, issuances of Class B common stock or securities exercisable or convertible into Class B common stock, and amendments to our articles of incorporation or by-laws that would limit the rights of holders of our Class B common stock.

Brian L. Roberts beneficially owns all of the outstanding shares of our Class B common stock and, accordingly, has considerable influence over our operations and the ability (subject to certain restrictions through November 17, 2012) to transfer potential effective control by selling the Class B common stock. In addition, under our articles of incorporation, Mr. Roberts is entitled to remain as our Chairman, Chief Executive Officer and President until May 26, 2010, unless he is removed by the affirmative vote of at least 75% of the entire Board of Directors or he is no longer willing or able to serve.

## Item 1B: Unresolved Staff Comments

None.

## Item 2: Properties

We believe that substantially all of our physical assets are in good operating condition.

### Cable

---

Our principal physical assets consist of operating plant and equipment, including signal receiving, encoding and decoding devices; headends and distribution systems; and equipment at or near our customers' homes. The signal receiving apparatus typically includes a tower, antenna, ancillary electronic equipment and earth stations for reception of satellite signals. Headends consist of electronic equipment necessary for the reception, amplification and

modulation of signals and are located near the receiving devices. Our distribution system consists primarily of coaxial and fiber-optic cables, lasers, routers, switches and related electronic equipment. Our cable plants and related equipment generally are connected to utility poles under pole rental agreements with local public utilities, although in some areas the distribution cable is buried in underground ducts or trenches. Customer premises equipment ("CPE") consists primarily of set-top boxes and cable modems. The physical components of cable systems require periodic maintenance and replacement.

Our signal reception sites, primarily antenna towers and headends, and microwave facilities, are located on owned and leased parcels of land, and we own or lease space on the towers on which certain of our equipment is located. We own most of our service vehicles.

Our high-speed Internet network consists of fiber-optic cables owned by us and related equipment. We also operate regional data centers with equipment that is used to provide services (such as e-mail, news and web services) to our high-speed Internet customers and digital phone service customers. In addition, we maintain a network operations center with equipment necessary to monitor and manage the status of our high-speed Internet network.

Throughout the country we own buildings that contain call centers, service centers, warehouses and administrative space. We also own a building that houses our media center. The media center contains equipment that we own or lease, including equipment related to network origination, global transmission via satellite and terrestrial fiber-optics, a broadcast studio, mobile and post-production services, interactive television services and streaming distribution services.

### Programming

---

Television studios and business offices are the principal physical assets of our Programming operations. We own or lease the television studios and business offices of our Programming operations.

### Other

---

Two large, multipurpose arenas that we own are the principal physical assets of our other operations.

As of December 31, 2008, we leased locations for our corporate offices in Philadelphia, Pennsylvania as well as numerous business offices, warehouses and properties housing divisional information technology operations throughout the country.

## Item 3: Legal Proceedings

### Antitrust Cases

---

We are defendants in two purported class actions originally filed in December 2003 in the United States District Courts for the District of Massachusetts and the Eastern District of Pennsylvania. The potential class in the Massachusetts case is our subscriber base in the “Boston Cluster” area, and the potential class in the Pennsylvania case is our subscriber base in the “Philadelphia and Chicago Clusters,” as those terms are defined in the complaints. In each case, the plaintiffs allege that certain subscriber exchange transactions with other cable providers resulted in unlawful horizontal market restraints in those areas and seek damages under antitrust statutes, including treble damages.

Our motion to dismiss the Pennsylvania case on the pleadings was denied in December 2006 and classes of Philadelphia Cluster and Chicago Cluster subscribers were certified in May 2007 and October 2007, respectively. Our motion to dismiss the Massachusetts case, which was transferred to the Eastern District of Pennsylvania in December 2006, was denied in July 2007. We are proceeding with discovery on plaintiffs’ claims concerning the Philadelphia Cluster. Plaintiffs’ claims concerning the other two clusters are stayed pending determination of the Philadelphia Cluster claims.

In addition, we are among the defendants in a purported class action filed in the United States District Court for the Central District of California (“Central District”) in September 2007. The plaintiffs allege that the defendants who produce video programming have entered into agreements with the defendants who distribute video programming via cable and satellite (including us, among others), which preclude the distributors from reselling channels to subscribers on an “unbundled” basis in violation of federal antitrust laws. The plaintiffs seek treble damages for the loss of their ability to pick and choose the specific “bundled” channels to which they wish to subscribe, and injunctive relief requiring each distributor defendant to resell certain channels to its subscribers on an “unbundled” basis. The potential class is comprised of all persons residing in the United States who have subscribed to an expanded basic level of video service provided by one of the distributor defendants. We and the other defendants filed motions to dismiss an amended complaint in April 2008. In June 2008, the Central District denied the motions to dismiss. In July 2008, we and the other defendants filed motions to certify certain issues decided in the Central District’s June 2008 order for interlocutory appeal to the Ninth Circuit Court of Appeals. On August 8, 2008, the Central District denied the certification motions. In January 2009, the Central District approved a stipulation between the parties dismissing the action as to one of the two plaintiffs identified in the amended complaint as a Comcast subscriber. Discovery relevant to plaintiffs’ anticipated motion for

class certification is currently proceeding, with plaintiffs scheduled to file their class certification motion in April 2009.

### Securities and Related Litigation

---

We and several of our current and former officers were named as defendants in a purported class action lawsuit filed in the United States District Court for the Eastern District of Pennsylvania (“Eastern District”) in January 2008. We filed a motion to dismiss the case in February 2008. The plaintiff did not respond, but instead sought leave to amend the complaint, which the court granted. The plaintiff filed an amended complaint in May 2008 naming only us and two current officers as defendants. The alleged class was comprised of purchasers of our publicly issued securities between February 1, 2007 and December 4, 2007. The plaintiff asserted that during the alleged class period, the defendants violated federal securities laws through alleged material misstatements and omissions relating to forecast results for 2007. The plaintiff sought unspecified damages. In June 2008, we filed a motion to dismiss the amended complaint. In an order dated August 25, 2008, the Court granted our motion to dismiss and denied the plaintiff permission to amend the complaint again. The plaintiff has not timely appealed the Court’s decision, so the dismissal of this case is final.

We and several of our current officers have been named as defendants in a separate purported class action lawsuit filed in the Eastern District in February 2008. The alleged class comprises participants in our retirement-investment (401(k)) plan that invested in the plan’s company stock account. The plaintiff asserts that the defendants breached their fiduciary duties in managing the plan. The plaintiff seeks unspecified damages. The plaintiff filed an amended complaint in June 2008, and in July 2008 we filed a motion to dismiss the amended complaint. On October 29, 2008, the Court granted in part and denied in part that motion. The Court dismissed a claim alleging that defendants failed to provide complete and accurate disclosures concerning the plan, but did not dismiss claims alleging that plan assets were imprudently invested in company stock. We filed an answer to the amended complaint on December 11, 2008, and discovery is proceeding in the action.

### Patent Litigation

---

We are a defendant in several unrelated lawsuits claiming infringement of various patents relating to various aspects of our businesses. In certain of these cases other industry participants are also defendants, and also in certain of these cases we expect that any potential liability would be in part or in whole the responsibility of our equipment vendors under applicable contractual indemnification provisions.

\* \* \*

We believe the claims in each of the actions described above in this item are without merit and intend to defend the actions vigorously. Although we cannot predict the outcome of any of the actions described above or how the final resolution of any such actions would impact our results of operations or cash flows for any one period or our consolidated financial condition, the final disposition of any of the above actions is not expected to have a material adverse effect on our consolidated financial position, but could possibly be material to our consolidated results of operations or cash flows for any one period.

## Other

---

We are subject to other legal proceedings and claims that arise in the ordinary course of our business. While the amount of ultimate liability with respect to such actions is not expected to materially affect our financial position, results of operations or cash flows, any litigation resulting from any such legal proceedings or claims could be time consuming, costly and injure our reputation.

## Item 4: Submission of Matters to a Vote of Security Holders

Not applicable.

## Part II

### Item 5: Market for the Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

Our Class A common stock is listed on the Nasdaq Global Select Market under the symbol CMCSA and our Class A Special common stock is listed on the Nasdaq Global Select Market under the symbol CMCSK. There is no established public trading market for our Class B common stock. Our Class B common stock can be converted, on a share for share basis, into Class A or Class A Special common stock.

In February, May, August and December 2008, our Board of Directors approved quarterly dividends of \$0.0625 per share.

Holders of our Class A common stock in the aggregate hold 66⅔% of the voting power of our capital stock. The number of

votes that each share of our Class A common stock has at any given time depends on the number of shares of Class A common stock and Class B common stock then outstanding. Holders of shares of our Class A Special common stock cannot vote in the election of directors or otherwise, except where class voting is required by law. In that case, shares of our Class A Special common stock have the same number of votes per share as shares of Class A common stock. Our Class B common stock has a 33⅓% nondilutable voting interest, and each share of Class B common stock has 15 votes per share. Mr. Brian L. Roberts beneficially owns all outstanding shares of our Class B common stock. Generally, including as to the election of directors, holders of Class A common stock and Class B common stock vote as one class except where class voting is required by law.

As of December 31, 2008, there were 798,947 record holders of our Class A common stock, 2,127 record holders of our Class A Special common stock and three record holders of our Class B Common Stock.

The table below summarizes our repurchases under our Board-authorized share repurchase program during 2008.

Period	Total Number of Shares Purchased	Average Price per Share	Total Number of Shares Purchased as Part of Publicly Announced Program	Total Dollars Purchased Under the Program	Maximum Dollar Value of Shares that May Yet Be Purchased Under the Program <sup>(a)</sup>
First Quarter 2008	53,240,452	\$ 18.83	53,108,431	\$ 1,000,000,000	\$ 5,906,133,015
Second Quarter 2008	48,719,970	\$ 20.79	48,123,097	\$ 1,000,086,833	\$ 4,906,046,182
Third Quarter 2008	39,678,437	\$ 20.16	39,678,437	\$ 800,001,409	\$ 4,106,044,773
Fourth Quarter 2008	—	\$ —	—	\$ —	\$ 4,106,044,773
<b>Total 2008</b>	<b>141,638,859</b>	<b>\$ 19.87</b>	<b>140,909,965</b>	<b>\$ 2,800,088,242</b>	<b>\$ 4,106,044,773</b>

(a) In 2007, the Board of Directors authorized a \$7 billion addition to the existing share repurchase program. Under the authorization, we may repurchase shares in the open market or in private transactions subject to market conditions. As of December 31, 2008, we had approximately \$4.1 billion of availability remaining under our share repurchase authorization. We have previously indicated our plan to fully use our remaining share repurchase authorization by the end of 2009, subject to market conditions. However, it is unlikely that we will complete our share repurchase authorization by the end of 2009 as previously planned.

The total number of shares purchased during 2008 includes 728,894 shares received in the administration of employee share-based compensation plans.

## Common Stock Sales Price Table

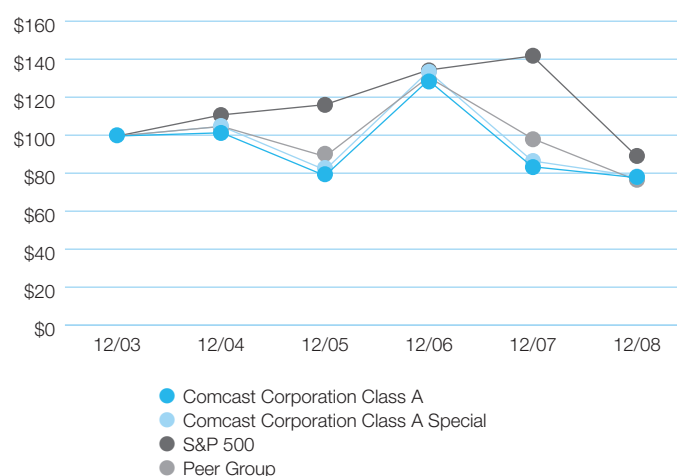
The following table sets forth, for the indicated periods, the high and low sales prices of our Class A and Class A Special common stock.

	Class A		Class A Special	
	High	Low	High	Low
<b>2008</b>				
First Quarter	<b>\$ 20.70</b>	<b>\$ 16.11</b>	<b>\$ 20.45</b>	<b>\$ 15.95</b>
Second Quarter	<b>\$ 22.86</b>	<b>\$ 18.48</b>	<b>\$ 22.52</b>	<b>\$ 18.28</b>
Third Quarter	<b>\$ 22.54</b>	<b>\$ 17.88</b>	<b>\$ 22.37</b>	<b>\$ 17.76</b>
Fourth Quarter	<b>\$ 19.62</b>	<b>\$ 12.50</b>	<b>\$ 19.64</b>	<b>\$ 12.10</b>
<b>2007</b>				
First Quarter	\$ 30.18	\$ 24.73	\$ 29.64	\$ 24.54
Second Quarter	\$ 28.84	\$ 25.60	\$ 28.43	\$ 25.24
Third Quarter	\$ 29.41	\$ 23.08	\$ 29.19	\$ 22.85
Fourth Quarter	\$ 24.45	\$ 17.37	\$ 24.19	\$ 17.31

## Stock Performance Graph

The following graph compares the yearly percentage change in the cumulative total shareholder return on our Class A common stock and Class A Special common stock during the five years ended December 31, 2008 with the cumulative total return on the Standard & Poor's 500 Stock Index and with a selected peer group consisting of us and other companies engaged in the cable, communications and media industries. This peer group consists of Cablevision Systems Corporation (Class A), DISH Network Corporation, DirecTV Inc., Time Warner Cable Inc. and Time Warner Inc. The graph assumes \$100 was invested on December 31, 2003 in our Class A common stock and Class A Special common stock and in each of the following indices and assumes the reinvestment of dividends.

Comparison of 5 Year Cumulative Total Return



(in dollars)	2004	2005	2006	2007	2008
Comcast Class A	101	79	129	84	78
Comcast Class A Special	105	82	134	87	78
S&P 500 Stock Index	111	116	135	142	90
Peer Group Index	105	89	131	98	76

## Item 6: Selected Financial Data

Year ended December 31 (in millions, except per share data)	2008	2007	2006	2005	2004
<b>Statement of Operations Data</b>					
Revenue	\$ 34,256	\$ 30,895	\$ 24,966	\$ 21,075	\$ 19,221
Operating income	6,732	5,578	4,619	3,521	2,829
Income from continuing operations	2,547	2,587	2,235	828	928
Discontinued operations <sup>(a)</sup>	—	—	298	100	42
Net income	2,547	2,587	2,533	928	970
<b>Basic earnings per common share</b>					
Income from continuing operations	\$ 0.87	\$ 0.84	\$ 0.71	\$ 0.25	\$ 0.28
Discontinued operations <sup>(a)</sup>	—	—	0.09	0.03	0.01
<b>Net income</b>	<b>\$ 0.87</b>	<b>\$ 0.84</b>	<b>\$ 0.80</b>	<b>\$ 0.28</b>	<b>\$ 0.29</b>
<b>Diluted earnings per common share</b>					
Income from continuing operations	\$ 0.86	\$ 0.83	\$ 0.70	\$ 0.25	\$ 0.28
Discontinued operations <sup>(a)</sup>	—	—	0.09	0.03	0.01
<b>Net income</b>	<b>\$ 0.86</b>	<b>\$ 0.83</b>	<b>\$ 0.79</b>	<b>\$ 0.28</b>	<b>\$ 0.29</b>
<b>Dividends declared per common share</b>	<b>\$ 0.25</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>
<b>Balance Sheet Data (at year end)</b>					
Total assets	\$ 113,017	\$ 113,417	\$ 110,405	\$ 103,400	\$ 105,035
Long-term debt	30,178	29,828	27,992	21,682	20,093
Stockholders' equity	40,450	41,340	41,167	40,219	41,422
<b>Statement of Cash Flows Data</b>					
Net cash provided by (used in):					
Operating activities	\$ 10,231	\$ 8,189	\$ 6,618	\$ 4,835	\$ 5,402
Financing activities	(2,522)	(316)	3,546	(933)	(2,516)
Investing activities	(7,477)	(8,149)	(9,872)	(3,748)	(3,832)

(a) In July 2006, in connection with the transactions with Adelphia and Time Warner, we transferred our previously owned cable systems located in Los Angeles, Cleveland and Dallas to Time Warner Cable. These cable systems are presented as discontinued operations for the years ended on or before December 31, 2006 (see Item 8, Note 5 to our consolidated financial statements).

## Item 7: Management's Discussion and Analysis of Financial Condition and Results of Operations

### Introduction and Overview

We are the nation's leading provider of cable services, offering a variety of entertainment, information and communications services to residential and commercial customers. As of December 31, 2008, our cable systems served approximately 24.2 million video customers, 14.9 million high-speed Internet customers and 6.5 million phone customers and passed over 50.6 million homes in 39 states and the District of Columbia. We report the results of these operations as our Cable segment, which generates approximately 95% of our consolidated revenue. Our Cable segment also includes the operations of our regional sports networks. Our other reportable segment, Programming, consists primarily of our national programming networks. During 2008, our operations generated consolidated revenue of approximately \$34.3 billion.

Our Cable segment generates revenue primarily through subscriptions to our video, high-speed Internet and phone services ("cable services"). We market our cable services individually and in packages, to residential customers and to small and medium-sized businesses. Our video services range from a limited analog service to a full digital service with access to hundreds of channels, including premium and pay-per-view channels; On Demand; music channels; and an interactive, on-screen program guide. Digital video customers may also subscribe to advanced digital video services, including digital video recorder ("DVR") and high-definition television ("HDTV"). As of December 31, 2008, approximately 48% of the homes in the areas we serve subscribed to our video service and approximately 70% of those video customers subscribed to at least one of our digital video services. Our high-speed Internet services provide Internet access at downstream speeds of up to 24 Mbps, depending on the service selected, and up to 50 Mbps with the introduction of DOCSIS 3.0 technology, also referred to as Wideband, based on geographic market availability. As of December 31, 2008, approximately 30% of the homes in the areas we serve subscribed to our high-speed Internet services. Our digital phone services provide local and long-distance calling and other features. As of December 31, 2008, approximately 14% of the homes in the areas we serve subscribed to our digital phone services. In addition to cable services, other Cable segment revenue sources include advertising and the operation of our regional sports networks.

Our Programming segment consists primarily of our consolidated national programming networks, including EI, Golf Channel, VERSUS, G4 and Style. Revenue from our Programming segment is generated primarily from the sale of advertising, from monthly

per subscriber license fees paid by multichannel video providers and from licensing our programming internationally.

Our other business interests include Comcast Interactive Media and Comcast Spectacor. Comcast Interactive Media develops and operates Comcast's Internet businesses, including Comcast.net, Fancast, thePlatform, Fandango, Plaxo and DailyCandy. Revenue from Comcast Interactive Media is generated primarily from the sale of advertising. Comcast Spectacor owns two professional sports teams, and two large, multipurpose arenas in Philadelphia, and manages other facilities for sporting events, concerts and other events. Comcast Interactive Media, Comcast Spectacor and all other consolidated businesses not included in our Cable or Programming segments are included in "Corporate and Other" activities.

We operate our businesses in an intensely competitive environment. Competition for the cable services we offer consists primarily of direct broadcast satellite ("DBS") operators and phone companies. In 2008, our competitors continued to add features and adopt aggressive pricing and packaging for services that are comparable to the services we offer and the local phone companies have continued to expand their service areas. A substantial portion of our revenue comes from residential customers whose spending patterns may be affected by prevailing economic conditions. Intensifying competition and a weakening economy affected our net customer additions in 2008 and may, if these conditions continue, adversely impact our results of operations in the future.

### 2008 Developments

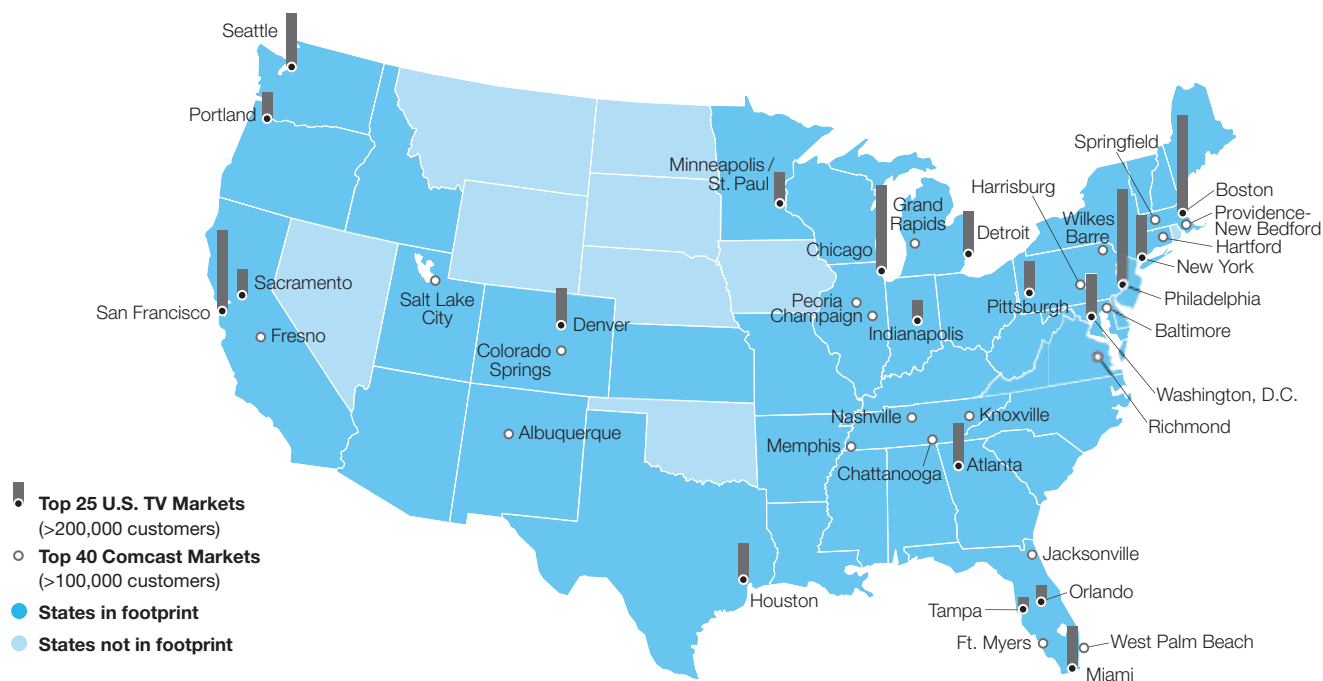
- growth in consolidated revenue of 10.9% to approximately \$34.3 billion and an increase in consolidated operating income of 20.7% to approximately \$6.7 billion
- growth in Cable segment revenue of 10.7% to approximately \$32.4 billion and an increase in operating income before depreciation and amortization of 10.5% to approximately \$13.2 billion
- the addition of approximately 1.5 million digital video customers, approximately 1.3 million high-speed Internet customers, approximately 2.0 million digital phone customers and a decrease of approximately 575,000 video customers (excluding in each case customers obtained through acquisitions)
- a reduction in Cable segment capital expenditures of 7.5% to approximately \$5.5 billion
- the transition of more of our programming to digital transmission rather than analog transmission in order to recapture bandwidth that will allow us to expand our service offerings



- the initial deployment of DOCSIS 3.0 high-speed Internet technology, also referred to as Wideband
- the acquisition of cable systems serving Illinois and Indiana (approximately 696,000 video customers), as a result of the dissolution of Insight Midwest, L.P. (the “Insight transaction”), in January 2008
- an investment as part of an investor group in a new entity named Clearwire that is focusing on the deployment of a nationwide 4G wireless network using its significant wireless spectrum holdings and was formed through the combination of the 4G wireless broadband businesses of Clearwire’s legal predecessor and Sprint Nextel (“Sprint”); through related agreements entered into in connection with our investment, we will be able to offer wireless services utilizing Clearwire’s 4G and certain of Sprint’s existing wireless networks
- the completion of various transactions, including the acquisition of Internet-related businesses, which include Plaxo and DailyCandy, and the purchase of an additional ownership interest in Comcast SportsNet Bay Area
- the repurchase of approximately 141 million shares of our Class A common stock and Class A Special common stock for approximately \$2.8 billion under our share repurchase authorization
- the initiation a quarterly dividend of \$0.0625 per share in February 2008; we declared dividends of approximately \$727 million in 2008, of which \$547 million were paid during 2008

## The Areas We Serve

The map below highlights our 40 major markets with emphasis on our operations in the top 25 U.S. TV markets.





## Consolidated Operating Results

The comparability of our results of operations and customer data is impacted by the effects of cable system acquisitions we made in 2008, 2007 and 2006 resulting from the Insight transaction, the Houston transaction, the acquisition of Patriot Media, the Adelphia and Time Warner transactions and the acquisition of Susquehanna Communications, which we collectively refer to as the “newly acquired cable systems” (see Note 5 to our consolidated financial statements). As a result of transferring our previously owned cable systems located in Los Angeles, Cleveland and Dallas (the “Comcast exchange systems”) as part of the Adelphia and Time Warner transactions in July 2006, the operating results of the Comcast exchange systems are reported as discontinued operations for 2006.

Year ended December 31 (in millions)	2008	2007	2006	% Change 2007 to 2008	% Change 2006 to 2007
<b>Revenue</b>	<b>\$ 34,256</b>	\$ 30,895	\$ 24,966	<b>10.9%</b>	23.7%
Costs and expenses:					
Operating, selling, general and administrative (excluding depreciation and amortization)	<b>21,124</b>	19,109	15,524	<b>10.5</b>	23.1
Depreciation	<b>5,457</b>	5,107	3,828	<b>6.9</b>	33.4
Amortization	<b>943</b>	1,101	995	<b>(14.3)</b>	10.6
<b>Operating income</b>	<b>6,732</b>	5,578	4,619	<b>20.7</b>	20.8
Other income (expense) items, net	<b>(2,674)</b>	(1,229)	(1,025)	<b>117.4</b>	20.0
Income from continuing operations before income taxes and minority interest	<b>4,058</b>	4,349	3,594	<b>(6.7)</b>	21.0
Income tax expense	<b>(1,533)</b>	(1,800)	(1,347)	<b>(14.8)</b>	33.6
Income from continuing operations before minority interest	<b>2,525</b>	2,549	2,247	<b>(0.9)</b>	13.4
Minority interest	<b>22</b>	38	(12)	<b>(43.9)</b>	n/m
<b>Income from continuing operations</b>	<b>2,547</b>	2,587	2,235	<b>(1.6)</b>	15.8
Discontinued operations, net of tax	<b>—</b>	—	298	<b>n/m</b>	n/m
<b>Net income</b>	<b>\$ 2,547</b>	\$ 2,587	\$ 2,533	<b>(1.6)%</b>	2.1%

All percentages are calculated based on actual amounts. Minor differences may exist due to rounding.

### Consolidated Revenue

Our Cable and Programming segments accounted for substantially all of the increases in consolidated revenue for 2008 and 2007. Additional increases of approximately \$129 million and approximately \$103 million in 2008 and 2007, respectively, related to our other business activities, primarily growth in Comcast Interactive Media and revenue generated in 2008 by Comcast Spectacor’s professional sports teams. Cable segment revenue and Programming segment revenue are discussed separately in “Segment Operating Results.”

### Consolidated Operating, Selling, General and Administrative Expenses

Our Cable and Programming segments accounted for substantially all of the increases in consolidated operating, selling, general and administrative expenses for 2008 and 2007. Additional increases of approximately \$103 million and approximately \$210 million in 2008 and 2007, respectively, related to our other business activities, including the continued expansion of our Comcast Interactive Media business, Comcast Spectacor and litigation expense incurred in 2007. Cable segment and Programming segment operating, selling, general and administrative expenses are discussed separately in “Segment Operating Results.”

### Consolidated Depreciation and Amortization

The increases in depreciation expense for 2008 and 2007 were primarily a result of an increase in property and equipment associated with capital spending in recent years, which resulted in increased depreciation of approximately \$210 million and \$700 million, respectively, and the newly acquired cable systems, which resulted in increased depreciation of approximately \$138 million and \$530 million, respectively.

The decrease in amortization expense for 2008 was primarily due to intangible assets associated with the AT&T Broadband acquisition in 2002 being fully amortized, partially offset by the amortization of similar intangible assets recorded in connection with our newly acquired cable systems. The increase in amortization expense for 2007 was primarily a result of the increases in the amortization of our intangible assets associated with our newly acquired cable systems, purchases of software-related intangibles and the write-down of intangible assets of approximately \$30 million in 2007 related to the shutdown of the AZN network.

## Segment Operating Results

Our segment operating results are presented based on how we assess operating performance and internally report financial information. To measure the performance of our operating segments, we use operating income (loss) before depreciation and amortization, excluding impairments related to fixed and intangible assets, and gains or losses from the sale of assets, if any. This measure eliminates the significant level of noncash depreciation and amortization expense that results from the capital-intensive nature of our businesses and from intangible assets recognized in business combinations. Additionally, it is unaffected by our capital structure or investment activities. We use this measure to evaluate our consolidated operating performance and the operating performance of our operating segments and to allocate resources and capital to our operating segments. It is also a significant performance measure in our annual incentive compensation programs. We believe that this measure is useful to investors because it is one of the bases for comparing our operating performance with that of other companies in our industries, although our measure may not be directly comparable to similar measures used by other companies. Because we use this metric to measure our segment profit or loss, we reconcile it to operating income, the most directly comparable financial measure calculated and presented in accordance with generally accepted accounting principles in the United States ("GAAP") in the business segment footnote to our consolidated financial statements (see Note 16 to our consolidated financial statements). This measure should not be considered a substitute for operating income (loss), net income (loss), net cash provided by operating activities, or other measures of performance or liquidity we have reported in accordance with GAAP.

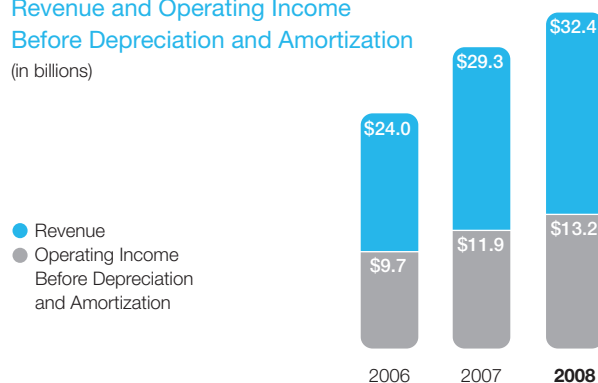
## Cable Segment Overview

Our cable systems simultaneously deliver video, high-speed Internet and phone services to our customers. The majority of our

Cable segment revenue is generated from subscriptions to these cable services. Customers are billed monthly, based on the services and features they receive and the type of equipment they use. While residential customers may discontinue service at any time, business customers may only discontinue their service in accordance with the terms of their respective contracts, which typically have one to three year terms. Our revenue and operating income before depreciation and amortization have increased as a result of the effects of our recent acquisitions, continued demand for our services (including our bundled and advanced service offerings), as well as other factors discussed below.

Of our total customers, in 2008 the newly acquired cable systems accounted for 696,000 video customers, 370,000 high-speed Internet customers and 74,000 phone customers. In 2007, they accounted for 81,000 video customers, 58,000 high-speed Internet customers and 16,000 phone customers. In 2006, they accounted for 3.5 million video customers, 1.7 million high-speed Internet customers and 173,000 phone customers. In 2008 and 2007, the newly acquired cable systems accounted for approximately \$742 million and \$2.6 billion of the increases in revenue, respectively. Intensifying competition and a weakening economy affected our net customer additions in 2008 and may, if these conditions continue, adversely impact our results of operations in the future.

**Revenue and Operating Income  
Before Depreciation and Amortization**  
(in billions)



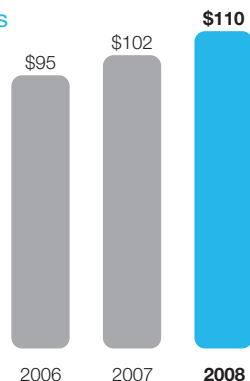
## Cable Segment Results of Operations

Year ended December 31 (in millions)	2008	2007	2006	% Change 2007 to 2008	% Change 2006 to 2007
Video	\$18,849	\$17,686	\$15,062	6.6%	17.4%
High-speed Internet	7,225	6,402	4,953	12.9	29.2
Phone	2,649	1,766	911	50.0	93.9
Advertising	1,526	1,537	1,468	(0.5)	4.5
Other	1,283	1,087	927	17.6	17.5
Franchise fees	911	827	721	10.1	14.7
<b>Revenue</b>	<b>32,443</b>	<b>29,305</b>	<b>24,042</b>	<b>10.7</b>	<b>21.9</b>
Operating expenses	12,664	11,409	9,322	11.0	22.4
Selling, general and administrative expenses	6,609	5,974	5,053	10.6	18.2
<b>Operating income before depreciation and amortization</b>	<b>\$13,170</b>	<b>\$11,922</b>	<b>\$ 9,667</b>	<b>10.5%</b>	<b>23.3%</b>

### Cable Segment Revenue

Our average monthly total revenue per video customer increased to approximately \$110 in 2008 from approximately \$102 in 2007 and approximately \$95 in 2006. The increases in average monthly total revenue per video customer are primarily due to an increased number of customers receiving multiple services.

Average Monthly Total Revenue  
per Video Customers



### Video

We offer video services ranging from a limited analog service to a full digital service with access to hundreds of channels, including premium and pay-per-view channels. Digital video customers may also subscribe to advanced digital video services, including DVR and HDTV. As of December 31, 2008, 70% of our video customers subscribed to at least one of our digital video services, compared to 63% and 52% as of December 31, 2007 and 2006, respectively.

Our video revenue continued to grow in 2008 and 2007 due to customer growth in our digital video services, including the demand for digital features such as On Demand, DVR and HDTV; rate adjustments; and the addition of our newly acquired cable systems. During 2008 and 2007, we added approximately 1.5 million and 2.5 million digital video customers, respectively. During 2008 and 2007, the number of video customers decreased by approximately 575,000 and 180,000, respectively, excluding the impact of the newly acquired cable systems, primarily due to increased competition in our service areas, as well as weakness in the overall economy. Continued competition and weak economic conditions are expected to result in further declines in the number of video customers during 2009. In 2008, approximately \$455 million of the increase in our video revenue was attributable to our newly acquired cable systems. In 2007, the amount was approximately \$1.6 billion. Our average monthly video revenue per video customer increased to approximately \$64 in 2008 from approximately \$61 in 2007 and approximately \$57 in 2006.

### High-Speed Internet

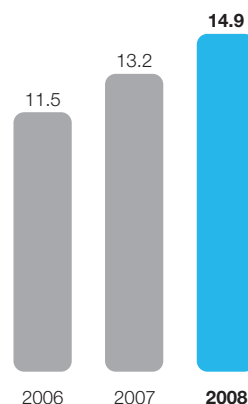
We offer high-speed Internet services with Internet access at downstream speeds of up to 24 Mbps, depending on the service

selected, and up to 50 Mbps with the introduction of DOCSIS 3.0 technology, also referred to as Wideband, based on geographic market availability. These services also include our Internet portal, Comcast.net, which provides multiple e-mail addresses and online storage, as well as a variety of proprietary content and value-added features and enhancements that are designed to take advantage of the speed our services provide.

Revenue increased in 2008 and 2007 primarily due to an increase in the number of customers and the addition of our newly acquired cable systems. As of December 31, 2008, 30% of the homes in the areas we serve subscribed to our high-speed Internet service, compared to 28% and 25% as of December 31, 2007 and 2006, respectively. In 2008, approximately \$157 million of the increase in revenue was attributable to our newly acquired cable systems. In 2007, the amount was approximately \$640 million. Average monthly revenue per high-speed Internet customer has remained relatively stable, between \$42 and \$43 from 2006 to 2008. We expect the rates of customer and revenue growth to slow in 2009 due to the market maturing, increased competition and weak economic conditions continuing.

### High-Speed Internet Customers

(in millions)



### Phone

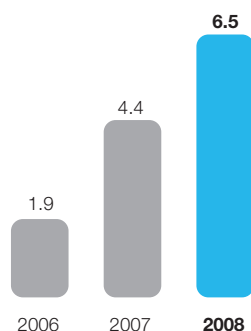
We offer digital phone services that provide local and long-distance calling and include features such as voice mail, caller ID and call waiting. As of December 31, 2008, our digital phone services were available to approximately 47 million or 92% of the homes in the areas we serve.

Revenue increased significantly in 2008 and 2007 as a result of increases in the number of digital phone customers. These increases were partially offset by the loss of approximately 170,000 and 470,000 circuit-switched phone customers in 2008 and 2007, respectively. We phased out substantially all of our circuit-switched phone service in 2008. In 2008, approximately \$43 million of the increase in our phone revenue was attributable to our newly acquired cable systems. In 2007, the amount was approximately \$100 million. Average monthly revenue per

customer for our digital phone service has declined, to approximately \$39 in 2008 from approximately \$42 in 2007 and approximately \$45 in 2006, due to customers receiving service as part of a promotional offer or in a bundled service offering. We expect the rates of customer and revenue growth to slow in 2009, because we do not expect to launch any significant new service areas in 2009 and due to weak economic conditions continuing.

### Comcast Digital Voice Customers

(in millions)



### Advertising

As part of our programming license agreements with programming networks, we receive an allocation of scheduled advertising time that we may sell to local, regional and national advertisers. We also coordinate the advertising sales efforts of other cable operators in some markets, and in some markets we operate advertising interconnects. These interconnects establish a physical, direct link between multiple cable systems and provide for the sale of regional and national advertising across larger geographic areas than could be provided by a single cable operator.

Advertising revenue decreased in 2008 primarily due to a decline in the television advertising market, including the automotive and housing sectors, offset by an increase in political advertising and the addition of the newly acquired cable systems. Advertising revenue increased in 2007 as a result of our newly acquired cable systems. Absent the growth from the newly acquired cable systems, advertising revenue decreased slightly in 2007, reflecting weakness across the television advertising market, a lower level of political advertising and one less week in the broadcast calendar during 2007 compared to 2006. We expect our advertising revenue to decline in 2009 due to a deteriorating advertising market, less political advertising and weak economic conditions continuing.

### Other

We also generate revenue from our regional sports networks, our digital media center, on-screen guide advertising, commissions from electronic retailing networks and fees for other services. Our regional sports networks include Comcast SportsNet (Philadelphia), Comcast SportsNet Mid-Atlantic (Baltimore/Washington), Cable Sports Southeast, Comcast SportsNet Chicago, Comcast SportsNet California (Sacramento), Comcast SportsNet Northwest (Portland), Comcast SportsNet New England (Boston), Comcast SportsNet Bay Area (San Francisco) and MountainWest Sports Network. These networks generate revenue through programming license agreements with multichannel video providers and the sale of advertising time.

Other revenue increased in 2008 and 2007 as a result of our acquisitions in June 2007 of Comcast SportsNet Bay Area and Comcast SportsNet New England and our acquisitions of the newly acquired cable systems.

### Franchise Fees

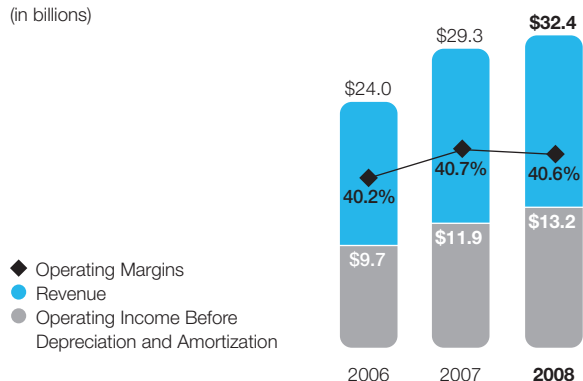
Our franchise fee revenue represents the pass-through to our customers of the fees required to be paid to state and local franchising authorities. Under the terms of our franchise agreements, we are generally required to pay to the franchising authority an amount based on our gross video revenue. The increases in franchise fees collected from our cable customers in 2008 and 2007 were primarily due to increases in the revenue on which the fees apply.

### Cable Segment Expenses

We continue to focus on controlling the growth of expenses. Our operating margins (operating income before depreciation and amortization as a percentage of revenue) for 2008, 2007 and 2006 were 40.6 %, 40.7% and 40.2%, respectively.

### Operating Margins

(in billions)



## Cable Segment Operating Expenses

Year ended December 31 (in millions)	2008	2007	2006	% Change 2007 to 2008	% Change 2006 to 2007
Video programming	\$ 6,479	\$ 5,813	\$4,848	11.5%	19.9%
Technical labor costs	2,138	1,899	1,572	12.6	20.8
High-speed Internet	523	575	435	(9.0)	32.2
Phone	730	685	427	6.6	60.4
Other	2,794	2,437	2,040	14.6	19.5
<b>Total</b>	<b>\$12,664</b>	<b>\$11,409</b>	<b>\$9,322</b>	<b>11.0%</b>	<b>22.4%</b>

Video programming expenses, our largest operating expense, are the fees we pay to programming networks to license the programming we package, offer and distribute to our video customers. These expenses are affected by changes in the fees charged by programming networks, the number of our video customers and the number of programming options we offer. Video programming expenses increased in 2008 and 2007, primarily due to rate increases, additional digital customers, an additional number of programming options and additional customers from our newly acquired cable systems. We anticipate that our video programming expenses will continue to increase in 2009 and in the future as the fees charged by programming networks increase, as new fees for retransmission of broadcast networks are incurred and as we provide additional channels and video on demand programming options to our customers.

Technical labor expenses include the internal and external labor to complete service call and installation activities in the home, network operations, fulfillment and provisioning costs. These expenses increased in 2008 and 2007 primarily due to growth in the number of customers, which required additional personnel to handle service calls and provide in-house customer support and the addition of our newly acquired cable systems.

High-speed Internet expenses and phone expenses include certain direct costs identified by us for providing these services. Other related costs associated with providing these services are generally shared among all our cable services and are not allocated to these captions. The decrease in high-speed Internet expenses in 2008 was primarily driven by lower support service costs that were the result of our entering into new contracts with lower cost providers and renegotiating existing contracts. High-speed Internet expenses increased in 2007 primarily due to growth in the number of customers receiving these services and the addition of our newly acquired cable systems. Phone expenses grew at a lower rate in 2008 due to efficiencies associated with an increased number of customers as well as the least-cost routing of call traffic and lower support service costs that were the result of our entering into new contracts with lower cost providers and renegotiating existing contracts. Phone expenses increased in 2007 primarily due to growth in the number of customers receiving these services and the addition of our newly acquired cable systems.

Other operating expenses include franchise fees, pole rentals, plant maintenance and vehicle-related costs, including fuel, as well as expenses related to our regional sports networks. These expenses increased in 2008 and 2007 primarily due to the addition of our newly acquired cable systems and the acquisitions in June 2007 of Comcast SportsNet Bay Area and Comcast SportsNet New England.

## Cable Segment Selling, General and Administrative Expenses

Year ended December 31 (in millions)	2008	2007	2006	% Change 2007 to 2008	% Change 2006 to 2007
Customer service	\$1,773	\$1,674	\$1,326	5.9%	26.2%
Marketing	1,625	1,404	1,196	15.7	17.4
Administrative and other	3,211	2,896	2,531	10.9	14.4
<b>Selling, general and administrative</b>	<b>\$6,609</b>	<b>\$5,974</b>	<b>\$5,053</b>	<b>10.6%</b>	<b>18.2%</b>

Customer service expenses remained relatively flat in 2008 primarily due to achieving operational efficiencies and the slower growth in customers. Customer service expenses increased in 2007 primarily due to growth in the number of customers and services offered.

Marketing expenses increased in 2008 and 2007 primarily due to additional marketing costs associated with attracting and retaining customers, as well as the addition of the newly acquired cable systems.

Administrative and other expenses increased in 2008 and 2007 primarily due to the addition of our newly acquired cable systems and the acquisitions in June 2007 of Comcast SportsNet Bay Area and Comcast SportsNet New England. Administrative and other expenses in 2008 also include severance costs of approximately \$126 million primarily related to approximately 3,300 personnel reductions, a portion of which resulted from a divisional reorganization.

## Programming Segment Overview

Our Programming segment consists primarily of our consolidated national programming networks. The table below presents a summary of our most significant consolidated national programming networks:

Programming Network	Approximate U.S. Subscribers (in millions)	Description
E!	85	Pop culture and entertainment-related programming
Golf Channel	73	Golf and golf-related programming
VERSUS	66	Sports and leisure programming
G4	57	Gamer lifestyle programming
Style	51	Lifestyle-related programming

We also own interests in MGM (20%), iN DEMAND (51%), TV One (33%), PBS KIDS Sprout (40%) and FEARnet (33%). The operating results of these entities are not included in our Programming segment's operating results because they are presented in equity in net (losses) income of affiliates.

### Programming Segment Results of Operations

Year ended December 31 (in millions)	2008	2007	2006	% Change 2007 to 2008	% Change 2006 to 2007
<b>Revenue</b>	<b>\$1,426</b>	\$1,314	\$1,054	<b>8.5%</b>	24.7%
Operating, selling, general and administrative expenses	<b>1,064</b>	1,028	815	<b>3.6</b>	26.1
<b>Operating income before depreciation and amortization</b>	<b>\$ 362</b>	\$ 286	\$ 239	<b>26.3%</b>	19.8%

### Programming Segment Revenue

Programming revenue for 2008 and 2007 increased as a result of continued growth in advertising revenue, programming license fee revenue and international revenue. In 2008, 2007 and 2006, advertising accounted for approximately 43%, 44% and 45%, respectively, of total Programming revenue. In 2008, 2007 and 2006, approximately 11% to 13% of our Programming revenue was generated from our Cable segment. These amounts are eliminated in our consolidated financial statements but are included in the amounts presented above.

### Programming Segment Operating, Selling, General and Administrative Expenses

Programming operating, selling, general and administrative expenses consist mainly of the cost of producing television programs and live events, the purchase of programming rights, the marketing and promotion of our programming networks and administrative costs. Programming expenses increased significantly in 2007 primarily due to the programming rights costs for the PGA Tour on Golf Channel, as well as a corresponding increase in marketing expenses for this programming. We have invested and expect to continue to invest in new and live-event programming that will cause our programming expenses to increase in the future.

### Consolidated Other Income (Expense) Items

Year ended December 31 (in millions)	2008	2007	2006
Interest expense	<b>\$(2,439)</b>	\$(2,289)	\$(2,064)
Investment income (loss), net	<b>89</b>	601	990
Equity in net (losses) income of affiliates, net	<b>(39)</b>	(63)	(65)
Other income (expense)	<b>(285)</b>	522	114
<b>Total</b>	<b>\$(2,674)</b>	\$(1,229)	\$(1,025)

### Interest Expense

The increase in interest expense for 2008 was primarily due to an increase in our average debt outstanding and an increase in early extinguishment costs of approximately \$61 million associated with the repayment and redemption of certain debt obligations prior to their maturity, partially offset by the effects of lower interest rates in 2008 on our fixed to variable rate interest rate exchange agreements. The increase for 2007 was primarily due to an increase in our average debt outstanding.

### Investment Income (Loss), Net

The components of investment income (loss), net for 2008, 2007 and 2006 are presented in a table in Note 6 to our consolidated financial statements. We have entered into derivative financial instruments that we account for at fair value and that economically hedge the market price fluctuations in the common stock of all of



our investments accounted for as trading securities. The differences between the unrealized gains (losses) on trading securities and the mark to market adjustments on derivatives related to trading securities, as presented in the table in Note 6 to our consolidated financial statements, result from one or more of the following:

- there were unusual changes in the derivative valuation assumptions such as interest rates, volatility and dividend policy
- the magnitude of the difference between the market price of the underlying security to which the derivative relates and the strike price of the derivative
- the change in the time value component of the derivative value during the period
- the security to which the derivative relates changed due to a corporate reorganization of the issuing company to a security with a different volatility rate

#### **Other Income (Expense)**

Other expense for 2008 includes an impairment of approximately \$600 million related to our investment in Clearwire (see Note 6 to our consolidated financial statements), partially offset by a gain of approximately \$235 million on the sale of our 50% interest in the Insight asset pool in connection with the Insight transaction. Other income for 2007 consisted primarily of a gain of approximately \$500 million on the sale of our 50% interest in the Kansas City asset pool in connection with the Houston transaction. Other income for 2006 consisted primarily of \$170 million of gains on the sale of nonoperating assets, partially offset by a \$59 million impairment related to one of our equity method investments.

#### **Income Tax Expense**

Our effective income tax rate for 2008, 2007 and 2006 was 37.8%, 41.4% and 37.5%, respectively. Income tax expense reflects an effective income tax rate that differs from the federal statutory rate primarily due to state income taxes and interest on uncertain tax positions. Our 2008 income tax expense was reduced by approximately \$154 million, \$80 million of which is due to the settlement of an uncertain tax position (see Note 13 to our consolidated financial statements) and the net impact of certain state tax law changes that primarily affected our deferred income tax liabilities and other noncurrent liabilities, and the balance of which is primarily due to the future deductibility of certain deferred compensation arrangements. Our tax rate in 2006 was impacted by adjustments to uncertain tax positions, which were primarily due to the favorable resolution of issues and revised estimates of

the outcome of unresolved issues with various taxing authorities. We expect our 2009 annual effective tax rate to be in the range of 40% to 45%.

#### **Discontinued Operations**

The operating results of our previously owned cable systems located in Los Angeles, Dallas and Cleveland, which were reported as discontinued operations for 2006, included 7 months of operations in 2006 because the closing date of the transaction was July 31, 2006. As a result of the exchange of these systems in the Adelphia and Time Warner transactions, we recognized a gain of \$195 million, net of tax of \$541 million in 2006 (see Note 5 to our consolidated financial statements). The effective tax rate on the gain is higher than the federal statutory rate primarily due to the nondeductible amounts attributed to goodwill.

#### **Liquidity and Capital Resources**

Our businesses generate significant cash flows from operating activities. We believe that we will be able to meet our current and long-term liquidity and capital requirements, including fixed charges, through our cash flows from operating activities; through existing cash, cash equivalents and investments; through available borrowings under our existing credit facilities; and through our ability to obtain future external financing.

We anticipate that we will continue to use a substantial portion of our cash flows to fund our capital expenditures, to invest in business opportunities, to meet our debt repayment obligations and to return capital to investors.

The global financial markets have been and continue to be in turmoil, with extreme volatility in the equity and credit markets and with some financial and other institutions experiencing significant financial distress. As of December 31, 2008, we had approximately \$5.5 billion remaining availability under our credit facilities and no outstanding commercial paper obligations. From 2009 to 2011, our scheduled debt maturities total approximately \$5.3 billion. In addition, neither our access to nor the value of our cash equivalents or short-term investments have been negatively affected by the recent liquidity problems of financial institutions. Although we have attempted to be prudent in our investment strategy, it is not possible to predict how the financial market turmoil and the deteriorating economic conditions may affect our financial position. Additional financial institution failures could reduce amounts available under committed credit facilities, could cause losses to the extent cash amounts or the value of securities exceed government deposit insurance limits, and could restrict our access to the public equity and debt markets.

## Operating Activities

### Components of Net Cash Provided by Operating Activities

Year ended December 31 (in millions)	2008	2007	2006
Operating income	\$ 6,732	\$ 5,578	\$ 4,619
Depreciation and amortization	6,400	6,208	4,823
Operating income before depreciation and amortization	13,132	11,786	9,442
Operating income before depreciation and amortization from discontinued operations	—	—	264
Noncash share-based compensation and contribution expense	258	223	223
Changes in operating assets and liabilities	(251)	(200)	(280)
Cash basis operating income	13,139	11,809	9,649
Payments of interest	(2,256)	(2,134)	(1,880)
Payments of income taxes	(762)	(1,638)	(1,284)
Proceeds from interest, dividends and other nonoperating items	125	185	233
Payments related to settlement of litigation of an acquired company	—	—	(67)
Excess tax benefit under SFAS No. 123R presented in financing activities	(15)	(33)	(33)
Net cash provided by operating activities	\$10,231	\$ 8,189	\$ 6,618

The increases in interest payments in 2008 and 2007 were primarily due to an increase in our average debt outstanding.

The decrease in tax payments in 2008 was primarily due to the Economic Stimulus Act of 2008, which resulted in a reduction in our tax payments of approximately \$600 million. The increase in tax payments in 2007 was primarily due to the effects of increases in income, sales of investments, and the settlement of federal and state tax audits of \$376 million.

## Financing Activities

Net cash provided by (used in) financing activities consists primarily of our proceeds from borrowings offset by our debt repayments, our repurchases of our Class A and Class A Special common stock and dividend payments. Proceeds from borrowings fluctuate from year to year based on the amounts paid to fund acquisitions and debt repayments. We have made, and may from time to time in the future make, optional repayments on our debt obligations, which may include repurchases of our outstanding public notes and debentures, depending on various factors, such as market conditions. In 2008, we made \$307 million of optional public bond repurchases. See Note 9 to our consolidated financial statements for further discussion of our financing activities, including details of our debt repayments and borrowings.

### Available Borrowings Under Credit Facilities

We traditionally maintain significant availability under our lines of credit and our commercial paper program to meet our short-term liquidity requirements. In January 2008, we entered into an amended and restated revolving bank credit facility that may be used for general corporate purposes. This amendment increased the size of the credit facility from \$5.0 billion to \$7.0 billion and extended the maturity of the loan commitment from October 2010 to January 2013. Under our credit facility, other lenders are not obligated to fund a defaulting lender's commitment, although another lender could agree to fund the defaulting lender's commitment. However, non-defaulting lenders are not able to use a default by another bank to avoid their own commitments. In December 2008, we terminated a \$200 million commitment to our credit facility by Lehman Brothers Bank, FSB ("Lehman") as a result of Lehman's default under a borrowing request. At a discounted value, we repaid Lehman's portion of our outstanding credit facility, along with accrued interest and fees. Subsequent to this termination, the size of our credit facility is \$6.8 billion. As of December 31, 2008, amounts available under all of our credit facilities totaled approximately \$5.5 billion.

### Debt Covenants

We and our cable subsidiaries that have provided guarantees are subject to the covenants and restrictions set forth in the indentures governing our public debt securities and in the credit agreements governing our bank credit facilities (see Note 18 to our consolidated financial statements). We and the guarantors are in compliance with the covenants, and we believe that neither the covenants nor the restrictions in our indentures or loan documents will limit our ability to operate our business or raise additional capital. Our credit facilities' covenants are tested on an ongoing basis. The only financial covenant in our \$6.8 billion revolving credit



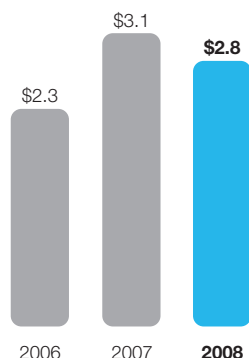
facility due 2013 relates to leverage (ratio of debt to operating income before depreciation and amortization). As of December 31, 2008, we met this financial covenant by a significant margin. Our ability to comply with this financial covenant in the future does not depend on further debt reduction or on improved operating results.

### Share Repurchase and Dividends

As of December 31, 2008, we had approximately \$4.1 billion of availability remaining under our share repurchase authorization. We have previously indicated our plan to fully use our remaining share repurchase authorization by the end of 2009, subject to market conditions. However, as previously disclosed, due to difficult economic conditions and instability in the capital markets, it is unlikely that we will complete our share repurchase authorization by the end of 2009 as previously planned.

### Share Repurchases

(in billions)



Our Board of Directors declared a dividend of \$0.0625 per share for each quarter in 2008 totaling approximately \$727 million. We paid approximately \$547 million of dividends in 2008. We expect to continue to pay quarterly dividends, though each subsequent dividend is subject to approval by our Board of Directors. We did not declare or pay any cash dividends in 2007 or 2006.

### Investing Activities

Net cash used in investing activities consists primarily of cash paid for capital expenditures, acquisitions and investments, partially offset by proceeds from sales of investments.

### Capital Expenditures

Our most significant recurring investing activity has been capital expenditures in our Cable segment and we expect that this will continue in the future. A significant portion of our capital expenditures is based on the level of customer growth and the technology being deployed. The table below summarizes the capital expenditures we incurred in our Cable segment from 2006 through 2008.

Year ended December 31 (in millions)	2008	2007	2006
Customer premises equipment <sup>(a)</sup>	<b>\$3,147</b>	\$3,164	\$2,321
Scalable infrastructure <sup>(b)</sup>	<b>1,024</b>	1,014	906
Line extensions <sup>(c)</sup>	<b>212</b>	352	275
Support capital <sup>(d)</sup>	<b>522</b>	792	435
Upgrades (capacity expansion) <sup>(e)</sup>	<b>407</b>	520	307
Business services <sup>(f)</sup>	<b>233</b>	151	—
<b>Total</b>	<b>\$5,545</b>	\$5,993	\$4,244

(a) Customer premises equipment ("CPE") includes costs incurred to connect our services at the customer's home. The equipment deployed typically includes standard digital set-top boxes, HD set-top boxes, digital video recorders, remote controls and modems. CPE also includes the cost of installing this equipment for new customers as well as the material and labor cost incurred to install the cable that connects a customer's dwelling to the network.

(b) Scalable infrastructure includes costs incurred to secure growth in customers or revenue units or to provide service enhancements, other than those related to CPE. Scalable infrastructure includes equipment that controls signal reception, processing and transmission throughout our distribution network, as well as equipment that controls and communicates with the CPE residing within a customer's home. Also included in scalable infrastructure is certain equipment necessary for content aggregation and distribution (video on demand equipment) and equipment necessary to provide certain video, high-speed Internet and digital phone service features (e.g., voice mail and e-mail).

(c) Line extensions include the costs of extending our distribution network into new service areas. These costs typically include network design, the purchase and installation of fiber-optic and coaxial cable, and certain electronic equipment.

(d) Support capital includes costs associated with the replacement or enhancement of non-network assets due to technical or physical obsolescence and wear-out. These costs typically include vehicles, computer and office equipment, furniture and fixtures, tools, and test equipment.

(e) Upgrades include costs to enhance or replace existing portions of our cable network, including recurring betterments.

(f) Business services include the costs incurred related to the rollout of our services to small and medium-sized businesses. The equipment typically includes high-speed Internet modems and phone modems and the cost of installing this equipment for new customers as well as materials and labor incurred to install the cable that connects a customer's business to the closest point of the main distribution network.

Cable capital expenditures decreased 7.5% in 2008 primarily due to lower spending in residential cable services. Line extensions decreased in 2008 compared to 2007 primarily due to the slow-down in the housing market. Cable capital expenditures increased 41.2% in 2007 primarily as a result of the continued rollout of our digital phone service and an increase in demand for advanced set-top boxes (including DVR and HDTV) and high-speed Internet modems. These increases were accelerated by the success of our triple play bundle and as a result of regulatory changes in 2007. We also incurred additional capital expenditures in our newly acquired cable systems and continued to improve the capacity and reliability of our network in 2007 in order to handle the additional volume and advanced services.

Capital expenditures in our Programming segment were not significant in 2008, 2007 and 2006. In 2008 and 2007, our other business activities included approximately \$137 million and \$110 million, respectively, of capital expenditures related to the consolidation of offices in Pennsylvania and the relocation of our corporate headquarters. Capital expenditures for 2009 and for subsequent years will depend on numerous factors, including acquisitions, competition, changes in technology, regulatory changes and the timing and rate of deployment of new services. Our 2009 capital expenditures will include the purchase of set-top boxes associated with our migration to all digital transmission for certain analog channels.

## Contractual Obligations

Our unconditional contractual obligations as of December 31, 2008, which consist primarily of our debt obligations and the associated payments due in future periods, are presented in the table below.

(in millions)	Payments Due by Period				
	Total	Year 1	Years 2-3	Years 4-5	More than 5
Debt obligations <sup>(a)</sup>	\$ 32,394	\$ 2,269	\$ 2,957	\$ 5,613	\$ 21,555
Capital lease obligations	62	9	36	8	9
Operating lease obligations	2,088	385	542	328	833
Purchase obligations <sup>(b)</sup>	16,069	3,666	3,915	2,462	6,026
Other long-term liabilities reflected on the balance sheet:					
Acquisition-related obligations <sup>(c)</sup>	153	118	32	3	—
Other long-term obligations <sup>(d)</sup>	3,795	232	511	383	2,669
<b>Total</b>	<b>\$ 54,561</b>	<b>\$ 6,679</b>	<b>\$ 7,993</b>	<b>\$ 8,797</b>	<b>\$ 31,092</b>

Refer to Note 9 (long-term debt) and Note 15 (commitments) to our consolidated financial statements.

(a) Excludes interest payments.

(b) Purchase obligations consist of agreements to purchase goods and services that are legally binding on us and specify all significant terms, including fixed or minimum quantities to be purchased and price provisions. Our purchase obligations are primarily related to our Cable segment, including contracts with programming networks, CPE manufacturers, communication vendors, other cable operators for which we provide advertising sales representation and other contracts entered into in the normal course of business. We also have purchase obligations through Comcast Spectacor for the players and coaches of our professional sports teams. We did not include contracts with immaterial future commitments.

(c) Acquisition-related obligations consist primarily of costs related to exiting contractual obligations and other assumed contractual obligations of the acquired entity.

(d) Other long-term obligations consist primarily of prepaid forward sale agreement transactions of equity securities we hold; subsidiary preferred shares; effectively settled tax positions and related interest, net of deferred tax benefit; deferred compensation obligations; pension, post-retirement and post-employment benefit obligations; and programming rights payable under license agreements. Reserves for uncertain tax positions of approximately \$1.4 billion are not included in the table above. The liability for unrecognized tax benefits has been excluded because we cannot make a reliable estimate of the period in which the unrecognized tax benefits will be realized.

## Acquisitions

In 2008, acquisitions were primarily related to our acquisition of an additional interest in Comcast SportsNet Bay Area; our acquisition of the remaining interest in G4 that we did not already own; and our acquisitions of Plaxo and DailyCandy. In 2007, acquisitions were primarily related to our acquisitions of Patriot Media, Fandango, Comcast SportsNet New England, and an interest in Comcast SportsNet Bay Area. In 2006, acquisitions were primarily related to the Adelphia and Time Warner transactions, the acquisition of the cable systems of Susquehanna Communications and the acquisition of our additional interest in E! Entertainment Television.

## Proceeds from Sales of Investments

In 2008, proceeds from the sales of investments were primarily related to the disposition of available-for-sale debt securities. In 2007 and 2006, proceeds from the sales of investments were primarily related to the disposition of our ownership interests in Time Warner Inc.

## Purchases of Investments

In 2008, purchases of investments consisted primarily of the funding of our investment in Clearwire. In 2007, purchases of investments consisted primarily of an additional investment in Insight Midwest, L.P. and the purchase of available-for-sale debt securities. In 2006, purchases of investments consisted primarily of the purchase of our interest in SpectrumCo LLC and our additional investment in Texas and Kansas City Cable Partners.

## Off-Balance Sheet Arrangements

We do not have any significant off-balance sheet arrangements that are reasonably likely to have a current or future effect on our financial condition, results of operations, liquidity, capital expenditures or capital resources.

## Critical Accounting Judgments and Estimates

The preparation of our financial statements requires us to make estimates that affect the reported amounts of assets, liabilities, revenue and expenses, and the related disclosure of contingent assets and contingent liabilities. We base our judgments on historical experience and on various other assumptions that we believe are reasonable under the circumstances, the results of which form the basis for making estimates about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions.

We believe our judgments and related estimates associated with the valuation and impairment testing of our cable franchise rights and the accounting for income taxes are critical in the preparation of our financial statements. We had previously disclosed that the accounting judgments and estimates related to our legal contingencies were critical in the preparation of our financial statements. This identification was based in large part on the fact that significant amounts were included in our consolidated balance sheet representing management's estimates of the ultimate outcome of these legal contingencies. As substantially all of the contingencies to which these balance sheet estimates have been resolved and there are no significant estimates recorded for current legal contingencies as they are either not probable, estimable or both, estimates related to our legal contingencies are not critical in the preparation of our financial statements at December 31, 2008. Management has discussed the development and selection of these critical accounting judgments and estimates with the Audit Committee of our Board of Directors, and the Audit Committee has reviewed our disclosures relating to them, which are presented below.

Refer to Note 2 to our consolidated financial statements for a discussion of our accounting policies with respect to these and other items.

### Valuation and Impairment Testing of Cable Franchise Rights

Our largest asset, our cable franchise rights, results from agreements we have with state and local governments that allow us to construct and operate a cable business within a specified geographic area. The value of a franchise is derived from the economic benefits we receive from the right to solicit new customers and to market new services, such as advanced digital video services and high-speed Internet and phone services, in a

particular service area. The amounts we record for cable franchise rights are primarily a result of cable system acquisitions. Typically when we acquire a cable system, the most significant asset we record is the value of the cable franchise rights. Often these cable system acquisitions include multiple franchise areas. We currently serve approximately 6,400 franchise areas in the United States.

We have concluded that our cable franchise rights have an indefinite useful life since there are no legal, regulatory, contractual, competitive, economic or other factors which limit the period over which these rights will contribute to our cash flows. Accordingly, we do not amortize our cable franchise rights but assess the carrying value of our cable franchise rights annually, or more frequently whenever events or changes in circumstances indicate that the carrying amount may exceed its fair value ("impairment testing"), in accordance with Statement of Financial Accounting Standards ("SFAS") No. 142, "Goodwill and Other Intangible Assets," ("SFAS No. 142").

We estimate the fair value of our cable franchise rights primarily based on a discounted cash flow analysis that involves significant judgment. We also consider multiples of operating income before depreciation and amortization generated by underlying assets, current market transactions, and profitability information in analyzing the fair values indicated under the discounted cash flow models.

If we were to determine the value of our cable franchise rights is less than the carrying amount, we would recognize an impairment for the difference between the estimated fair value and the carrying value of the assets. For purposes of our impairment testing, we have grouped the recorded values of our various cable franchise rights into our cable divisions or units of account. We evaluate the unit of account periodically to ensure our impairment testing is performed at an appropriate level (see Note 2 to our consolidated financial statements).

Since the adoption of SFAS No. 142 in 2002, we have not recorded any significant impairments as a result of our impairment testing. A future change in the unit of account could result in the recognition of an impairment.

We could also record impairments in the future if there are changes in long-term market conditions, in expected future operating results, or in federal or state regulations that prevent us from recovering the carrying value of these cable franchise rights. Assumptions made about increased competition and a further slowdown in the economy on a longer-term basis could impact the valuations to be used in future annual impairment testing and result in a reduction of fair values from those determined in the July 1, 2008 annual impairment testing ("July 1 testing"). Such assumptions and fair values will not be determined until the July 1, 2009 annual impairment testing is performed. Our July 1 testing, which included assumptions related to the weakening economy,

indicated that the estimated fair value of our cable franchise rights exceeded the carrying value ("headroom") for each of our units of accounts by a significant amount (see table below). Given the significant headroom that existed on July 1, 2008, we do not believe the current economic environment, regulatory changes, or the decline in our market capitalization since our July 1 testing, represent events or changes in circumstances that are indicative of an impairment of value at December 31, 2008. The table below illustrates the impairment related to our various cable divisions that would have occurred had the hypothetical reductions in fair value existed at the time of our last annual impairment testing.

(in millions)	Percent Hypothetical Reduction in Fair Value and Related Impairment			
	10%	15%	20%	25%
Eastern Division	\$ —	\$ (55)	\$ (999)	\$ (1,942)
NorthCentral Division	—	—	—	—
Southern Division	—	—	—	—
Western Division	—	—	—	—
	\$ —	\$ (55)	\$ (999)	\$ (1,942)

## Income Taxes

Our provision for income taxes is based on our current period income, changes in deferred income tax assets and liabilities, income tax rates, changes in estimates of our uncertain tax positions, and tax planning opportunities available in the jurisdictions in which we operate. We prepare and file tax returns based on our interpretation of tax laws and regulations, and we record estimates based on these judgments and interpretations.

On January 1, 2007, we adopted Financial Accounting Standards Board ("FASB") Interpretation ("FIN") No. 48, "Accounting for Uncertainty in Income Taxes – an Interpretation of FASB Statement No. 109," ("FIN 48"). We evaluate our tax positions using the

recognition threshold and the measurement attribute in accordance with this interpretation. From time to time, we engage in transactions in which the tax consequences may be subject to uncertainty. Examples of these transactions include business acquisitions and disposals, including consideration paid or received in connection with these transactions, and certain financing transactions. Significant judgment is required in assessing and estimating the tax consequences of these transactions. We determine whether it is more likely than not that a tax position will be sustained on examination, including the resolution of any related appeals or litigation processes, based on the technical merits of the position. In evaluating whether a tax position has met the more-likely-than-not recognition threshold, we presume that the position will be examined by the appropriate taxing authority that has full knowledge of all relevant information. A tax position that meets the more-likely-than-not recognition threshold is measured to determine the amount of benefit to be recognized in the financial statements. The tax position is measured at the largest amount of benefit that has a greater than 50% likelihood of being realized when the position is ultimately resolved.

We adjust our estimates periodically because of ongoing examinations by and settlements with the various taxing authorities, as well as changes in tax laws, regulations and precedent. The effects on our financial statements of income tax uncertainties that arise in connection with business combinations and those associated with entities acquired in business combinations are discussed in Note 2 to our consolidated financial statements. We believe that adequate accruals have been made for income taxes. When uncertain tax positions are ultimately resolved, either individually or in the aggregate, differences between our estimated amounts and the actual amounts are not expected to have a material adverse effect on our consolidated financial position but could possibly be material to our consolidated results of operations or cash flow for any one period.

## Item 7A: Quantitative and Qualitative Disclosures About Market Risk

### Interest Rate Risk Management

We maintain a mix of fixed-rate and variable-rate debt. As of December 31, 2008, approximately 93% of our total debt of \$32.5 billion was at fixed rates with the remaining debt at variable rates. We are exposed to the market risk of adverse changes in interest rates. In order to manage the cost and volatility relating to the interest cost of our outstanding debt, we enter into various interest rate risk management derivative transactions in accordance with our policies.

We monitor our interest rate risk exposures using techniques that include market value and sensitivity analyses. We do not engage in any speculative or leveraged derivative transactions.

We manage the credit risks associated with our derivative financial instruments through the evaluation and monitoring of the creditworthiness of the counterparties. Although we may be exposed to losses in the event of nonperformance by the counterparties, we do not expect such losses, if any, to be significant.

Our interest rate derivative financial instruments, which can include swaps, rate locks, caps and collars, represent an integral part of our interest rate risk management program. Our interest rate derivative financial instruments reduced the portion of our total debt at fixed rates from 93% to 82% as of December 31, 2008. The effect of our interest rate derivative financial instruments (decreased) increased our interest expense by approximately \$(34) million, \$43 million and \$39 million in 2008, 2007 and 2006, respectively. Interest rate risk management instruments may have a significant effect on our interest expense in the future, including as a result of proposed changes in accounting for these instruments.

The table below summarizes the fair values and contract terms of financial instruments subject to interest rate risk maintained by us as of December 31, 2008.

(in millions)	2009	2010	2011	2012	2013	Thereafter	Total	Fair Value 12/31/08
Debt								
Fixed rate	\$ 1,029	\$ 1,172	\$ 1,796	\$ 831	\$ 3,757	\$ 21,547	\$ 30,132	\$ 29,693
Average interest rate	7.3%	5.7%	6.1%	9.4%	8.6%	6.6%	6.9%	
Variable rate	\$ 1,249	\$ 11	\$ 14	\$ 22	\$ 1,011	\$ 17	\$ 2,324	\$ 2,308
Average interest rate	2.2%	3.2%	4.5%	6.2%	3.2%	3.4%	2.7%	
Interest rate instruments								
Fixed to variable swaps	\$ 750	\$ 200	\$ 750	\$ —	\$ —	\$ 1,800	\$ 3,500	\$ 309
Average pay rate	4.9%	2.7%	3.4%	—%	—%	3.2%	3.6%	
Average receive rate	6.9%	5.9%	5.5%	—%	—%	5.5%	5.8%	

We use the notional amounts on the instruments to calculate the interest to be paid or received. The notional amounts do not represent the amount of our exposure to credit loss. The estimated fair value approximates the payments necessary or proceeds to be received to settle the outstanding contracts. We estimate interest rates on variable debt and swaps using the average implied forward London Interbank Offered Rate ("LIBOR") for the year of maturity based on the yield curve in effect on December 31, 2008, plus the applicable margin in effect on December 31, 2008.

As a matter of practice, we typically do not structure our financial contracts to include credit-ratings-based triggers that could affect our liquidity. In the ordinary course of business, some of our swaps could be subject to termination provisions if we do not maintain investment grade credit ratings. As of December 31, 2008 and 2007, the estimated fair value of those swaps was an asset of \$44 million and a liability of \$3 million, respectively. The amount to be paid or received upon termination, if any, would be based on the fair value of the outstanding contracts at that time.

## Equity Price Risk Management

---

We are exposed to the market risk of changes in the equity prices of our investments in marketable securities. We enter into various derivative transactions in accordance with our policies to manage the volatility relating to these exposures. Through market value and sensitivity analyses, we monitor our equity price risk exposures to ensure that the instruments are matched with the underlying assets or liabilities, reduce our risks relating to equity prices and maintain a high correlation to the risk inherent in the hedged item.

To limit our exposure to and benefits from price fluctuations in the common stock of some of our investments, we use equity derivative financial instruments. These derivative financial instruments, which are accounted for at fair value, include equity collar agreements, prepaid forward sales agreements and indexed debt instruments.

Except as described above in "Investment Income (Loss), Net," the changes in the fair value of the investments that we accounted for as trading securities were substantially offset by the changes in the fair values of the equity derivative financial instruments.

Refer to Note 2 to our consolidated financial statements for a discussion of our accounting policies for derivative financial instruments and to Note 6 and Note 9 to our consolidated financial statements for discussions of our derivative financial instruments.

## Item 8: Financial Statements and Supplementary Data

<b>Index</b>	<b>Page</b>
Report of Management	39
Report of Independent Registered Public Accounting Firm	40
Consolidated Balance Sheet	41
Consolidated Statement of Operations	42
Consolidated Statement of Cash Flows	43
Consolidated Statement of Stockholders' Equity	44
Consolidated Statement of Comprehensive Income	44
Notes to Consolidated Financial Statements	45

# Report of Management

## Management's Report on Financial Statements

Our management is responsible for the preparation, integrity and fair presentation of information in our consolidated financial statements, including estimates and judgments. The consolidated financial statements presented in this report have been prepared in accordance with accounting principles generally accepted in the United States. Our management believes the consolidated financial statements and other financial information included in this report fairly present, in all material respects, our financial condition, results of operations and cash flows as of and for the periods presented in this report. The consolidated financial statements have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report, which is included herein.

## Management's Report on Internal Control Over Financial Reporting

Our management is responsible for establishing and maintaining an adequate system of internal control over financial reporting. Our system of internal control over financial reporting is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with accounting principles generally accepted in the United States.

Our internal control over financial reporting includes those policies and procedures that:

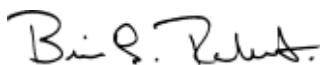
- Pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect our transactions and dispositions of our assets.
- Provide reasonable assurance that our transactions are recorded as necessary to permit preparation of our financial statements in accordance with accounting principles generally accepted in the United States, and that our receipts and expenditures are being made only in accordance with authorizations of our management and our directors.
- Provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of our assets that could have a material effect on the financial statements.

Because of its inherent limitations, a system of internal control over financial reporting can provide only reasonable assurance and may not prevent or detect misstatements. Further, because of changes in conditions, effectiveness of internal controls over financial reporting may vary over time. Our system contains self-monitoring mechanisms, and actions are taken to correct deficiencies as they are identified.

Our management conducted an evaluation of the effectiveness of the system of internal control over financial reporting based on the framework in *Internal Control – Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on this evaluation, our management concluded that our system of internal control over financial reporting was effective as of December 31, 2008. The effectiveness of our internal controls over financial reporting have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report, which is included herein.

## Audit Committee Oversight

The Audit Committee of the Board of Directors, which is comprised solely of independent directors, has oversight responsibility for our financial reporting process and the audits of our consolidated financial statements and internal control over financial reporting. The Audit Committee meets regularly with management and with our internal auditors and independent registered public accounting firm (collectively, the “auditors”) to review matters related to the quality and integrity of our financial reporting, internal control over financial reporting (including compliance matters related to our Code of Ethics and Business Conduct), and the nature, extent, and results of internal and external audits. Our auditors have full and free access and report directly to the Audit Committee. The Audit Committee recommended, and the Board of Directors approved, that the audited consolidated financial statements be included in this Form 10-K.



**Brian L. Roberts**

Chairman and  
Chief Executive Officer



**Michael J. Angelakis**

Executive Vice President and  
Chief Financial Officer



**Lawrence J. Salva**

Senior Vice President,  
Chief Accounting Officer  
and Controller



# Report of Independent Registered Public Accounting Firm

## **Board of Directors and Stockholders Comcast Corporation Philadelphia, Pennsylvania**

We have audited the accompanying consolidated balance sheets of Comcast Corporation and subsidiaries (the "Company") as of December 31, 2008 and 2007, and the related consolidated statements of operations, cash flows, stockholders' equity and comprehensive income for each of the three years in the period ended December 31, 2008. We also have audited the Company's internal control over financial reporting as of December 31, 2008, based on criteria established in *Internal Control — Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission. The Company's management is responsible for these financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying *Management's Report on Internal Control Over Financial Reporting*. Our responsibility is to express an opinion on these financial statements and an opinion on the Company's internal control over financial reporting based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement and whether effective internal control over financial reporting was maintained in all material respects. Our audits of the financial statements included examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

A company's internal control over financial reporting is a process designed by, or under the supervision of, the company's principal executive and principal financial officers, or persons performing similar functions, and effected by the company's board of directors, management, and other personnel to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of the inherent limitations of internal control over financial reporting, including the possibility of collusion or improper management override of controls, material misstatements due to error or fraud may not be prevented or detected on a timely basis. Also, projections of any evaluation of the effectiveness of the internal control over financial reporting to future periods are subject to the risk that the controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Comcast Corporation and subsidiaries as of December 31, 2008 and 2007, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2008, in conformity with accounting principles generally accepted in the United States of America. Also, in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2008, based on the criteria established in *Internal Control — Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

As discussed in Note 2 to the consolidated financial statements, the Company adopted Statement of Financial Accounting Standards No. 159, "The Fair Value Option for Financial Assets and Financial Liabilities Including an amendment of FASB Statement No. 115," effective January 1, 2008. As discussed in Note 3 to the consolidated financial statements, the Company adopted EITF Issue No. 06-10, "Accounting for Collateral Assignment Split-Dollar Life Insurance Arrangements," effective January 1, 2008. As discussed in Note 2 to the consolidated financial statements, the Company adopted FASB Interpretation No. 48, "Accounting for Uncertainty in Income Taxes — an Interpretation of FASB Statement 109," effective January 1, 2007.

**/s/ Deloitte & Touche LLP**  
Philadelphia, Pennsylvania  
February 20, 2009

# Consolidated Balance Sheet

December 31 (in millions, except share data)

2008

2007

## Assets

### Current Assets:

Cash and cash equivalents	\$ 1,195	\$ 963
Investments	59	98
Accounts receivable, less allowance for doubtful accounts of \$190 and \$181	1,626	1,645
Deferred income taxes	292	214
Other current assets	544	747

Total current assets	3,716	3,667
Investments	4,783	7,963
Property and equipment, net of accumulated depreciation of \$23,235 and \$19,808	24,444	23,624
Franchise rights	59,449	58,077
Goodwill	14,889	14,705
Other intangible assets, net of accumulated amortization of \$8,160 and \$6,977	4,558	4,739
Other noncurrent assets, net	1,178	642
Total assets	\$ 113,017	\$ 113,417

## Liabilities and Stockholders' Equity

### Current Liabilities:

Accounts payable and accrued expenses related to trade creditors	\$ 3,393	\$ 3,336
Accrued salaries and wages	624	494
Other current liabilities	2,644	2,627
Current portion of long-term debt	2,278	1,495

Total current liabilities	8,939	7,952
Long-term debt, less current portion	30,178	29,828
Deferred income taxes	26,982	26,880
Other noncurrent liabilities	6,171	7,167
Minority interest	297	250

### Commitments and contingencies (Note 15)

### Stockholders' equity

Preferred stock—authorized, 20,000,000 shares; issued, zero	—	—
Class A common stock, \$0.01 par value—authorized, 7,500,000,000 shares; issued, 2,426,443,484 and 2,419,025,659; outstanding, 2,060,982,734 and 2,053,564,909	24	24
Class A Special common stock, \$0.01 par value—authorized, 7,500,000,000 shares; issued, 881,145,954 and 1,018,960,463; outstanding, 810,211,190 and 948,025,699	9	10
Class B common stock, \$0.01 par value—authorized, 75,000,000 shares; issued and outstanding, 9,444,375	—	—
Additional paid-in capital	40,620	41,688
Retained earnings	7,427	7,191
Treasury stock, 365,460,750 Class A common shares and 70,934,764 Class A Special common shares	(7,517)	(7,517)
Accumulated other comprehensive income (loss)	(113)	(56)

Total stockholders' equity	40,450	41,340
Total liabilities and stockholders' equity	\$ 113,017	\$ 113,417

See notes to consolidated financial statements.

# Consolidated Statement of Operations

Year ended December 31 (in millions, except per share data)

	2008	2007	2006
<b>Revenue</b>	<b>\$ 34,256</b>	<b>\$ 30,895</b>	<b>\$ 24,966</b>
Costs and Expenses:			
Operating (excluding depreciation and amortization)	<b>13,472</b>	12,169	9,819
Selling, general and administrative	<b>7,652</b>	6,940	5,705
Depreciation	<b>5,457</b>	5,107	3,828
Amortization	<b>943</b>	1,101	995
	<b>27,524</b>	25,317	20,347
<b>Operating income</b>	<b>6,732</b>	5,578	4,619
Other Income (Expense):			
Interest expense	<b>(2,439)</b>	(2,289)	(2,064)
Investment income (loss), net	<b>89</b>	601	990
Equity in net income (losses) of affiliates, net	<b>(39)</b>	(63)	(65)
Other income (expense)	<b>(285)</b>	522	114
	<b>(2,674)</b>	(1,229)	(1,025)
Income from continuing operations before income taxes and minority interest	<b>4,058</b>	4,349	3,594
Income tax expense	<b>(1,533)</b>	(1,800)	(1,347)
Income from continuing operations before minority interest	<b>2,525</b>	2,549	2,247
Minority interest	<b>22</b>	38	(12)
<b>Income from continuing operations</b>	<b>2,547</b>	2,587	2,235
Income from discontinued operations, net of tax	<b>—</b>	—	103
Gain on discontinued operations, net of tax	<b>—</b>	—	195
<b>Net income</b>	<b>\$ 2,547</b>	<b>\$ 2,587</b>	<b>\$ 2,533</b>
<b>Basic earnings per common share</b>			
Income from continuing operations	<b>\$ 0.87</b>	\$ 0.84	\$ 0.71
Income from discontinued operations	<b>—</b>	—	0.03
Gain on discontinued operations	<b>—</b>	—	0.06
Net income	<b>\$ 0.87</b>	\$ 0.84	\$ 0.80
<b>Diluted earnings per common share</b>			
Income from continuing operations	<b>\$ 0.86</b>	\$ 0.83	\$ 0.70
Income from discontinued operations	<b>—</b>	—	0.03
Gain on discontinued operations	<b>—</b>	—	0.06
Net income	<b>\$ 0.86</b>	\$ 0.83	\$ 0.79
<b>Dividends declared per common share</b>	<b>\$ 0.25</b>	\$ —	\$ —

See notes to consolidated financial statements.

# Consolidated Statement of Cash Flows

Year ended December 31 (in millions)	2008	2007	2006
<b>Operating Activities</b>			
Net income	\$ 2,547	\$ 2,587	\$ 2,533
Adjustments to reconcile net income to net cash provided by (used in) operating activities:			
Depreciation	5,457	5,107	3,828
Amortization	943	1,101	995
Depreciation and amortization of discontinued operations	—	—	139
Share-based compensation	258	212	190
Noncash interest expense (income), net	209	114	99
Equity in net losses (income) of affiliates, net	39	63	65
(Gains) losses on investments and noncash other (income) expense, net	321	(938)	(920)
Gain on discontinued operations	—	—	(736)
Noncash contribution expense	—	11	33
Minority interest	(22)	(38)	12
Deferred income taxes	495	247	674
Changes in operating assets and liabilities, net of effects of acquisitions and divestitures:			
Change in accounts receivable, net	39	(100)	(357)
Change in accounts payable and accrued expenses related to trade creditors	(38)	175	560
Change in other operating assets and liabilities	(17)	(352)	(497)
<b>Net cash provided by (used in) operating activities</b>	<b>10,231</b>	<b>8,189</b>	<b>6,618</b>
<b>Financing Activities</b>			
Proceeds from borrowings	3,535	3,713	7,497
Retirements and repayments of debt	(2,610)	(1,401)	(2,039)
Repurchases of common stock	(2,800)	(3,102)	(2,347)
Dividends paid	(547)	—	—
Issuances of common stock	53	412	410
Other	(153)	62	25
<b>Net cash provided by (used in) financing activities</b>	<b>(2,522)</b>	<b>(316)</b>	<b>3,546</b>
<b>Investing Activities</b>			
Capital expenditures	(5,750)	(6,158)	(4,395)
Cash paid for intangible assets	(527)	(406)	(306)
Acquisitions, net of cash acquired	(738)	(1,319)	(5,110)
Proceeds from sales of investments	737	1,761	2,720
Purchases of investments	(1,167)	(2,089)	(2,812)
Other	(32)	62	31
<b>Net cash provided by (used in) investing activities</b>	<b>(7,477)</b>	<b>(8,149)</b>	<b>(9,872)</b>
Increase (decrease) in cash and cash equivalents	232	(276)	292
Cash and cash equivalents, beginning of year	963	1,239	947
<b>Cash and cash equivalents, end of year</b>	<b>\$ 1,195</b>	<b>\$ 963</b>	<b>\$ 1,239</b>

See notes to consolidated financial statements.

## Consolidated Statement of Stockholders' Equity

(in millions)	Common Stock Class						Additional Capital	Retained Earnings	Treasury Stock at Cost	Accumulated Other Comprehensive Income (Loss)	Total
	Shares			Amount							
	A	A Special	B	A	A Special	B					
Balance, January 1, 2006	2,045	1,153	9	\$24	\$12	\$—	\$42,989	\$ 4,825	\$(7,517)	\$(114)	\$40,219
Stock compensation plans	13	10					604	(33)			571
Repurchase and retirement of common stock		(113)			(1)		(1,235)	(1,111)			(2,347)
Employee stock purchase plan	2						43				43
Other comprehensive income										148	148
Net income								2,533			2,533
Balance, December 31, 2006	2,060	1,050	9	24	11	—	42,401	6,214	(7,517)	34	41,167
Cumulative effect related to the adoption of FIN 48 on January 1, 2007								60			60
Stock compensation plans	17	6					688	(28)			660
Repurchase and retirement of common stock	(25)	(108)			(1)		(1,459)	(1,642)			(3,102)
Employee stock purchase plan	2						58				58
Other comprehensive loss										(90)	(90)
Net income								2,587			2,587
Balance, December 31, 2007	2,054	948	9	24	10	—	41,688	7,191	(7,517)	(56)	41,340
Cumulative effect related to the adoption of EITF 06-10 on January 1, 2008								(132)			(132)
Stock compensation plans	4	3					265	(49)			216
Repurchase and retirement of common stock	(20)	(121)			(1)		(1,562)	(1,237)			(2,800)
Employee stock purchase plan	3						63				63
Other comprehensive loss										(57)	(57)
Share exchange	20	(20)					166	(166)			—
Dividend declared (per common share \$0.25)								(727)			(727)
Net income								2,547			2,547
Balance, December 31, 2008	2,061	810	9	\$24	\$ 9	\$—	\$40,620	\$ 7,427	\$(7,517)	\$(113)	\$40,450

## Consolidated Statement of Comprehensive Income

(in millions)	2008	2007	2006
Net income	\$2,547	\$2,587	\$2,533
Holding gains (losses) during the period, net of deferred taxes of \$7, \$23 and \$(69)	(13)	(42)	128
Reclassification adjustments for losses (gains) included in net income, net of deferred taxes of \$(10), \$46 and \$(6)	18	(85)	11
Employee benefit obligations, net of deferred taxes of \$30, \$(16) and \$(4)	(55)	29	7
Cumulative translation adjustments	(7)	8	2
<b>Comprehensive income</b>	<b>\$2,490</b>	<b>\$2,497</b>	<b>\$2,681</b>

See notes to consolidated financial statements.

# Notes to Consolidated Financial Statements

## Note 1: Organization and Business

We are a Pennsylvania corporation and were incorporated in December 2001. Through our predecessors, we have developed, managed and operated cable systems since 1963. We classify our operations in two reportable segments: Cable and Programming.

Our Cable segment is primarily involved in the management and operation of cable systems in the United States. As of December 31, 2008, we served approximately 24.2 million video customers, 14.9 million high-speed Internet customers and 6.5 million phone customers. Our regional sports networks are also included in our Cable segment.

Our Programming segment operates our consolidated national programming networks, including E!, Golf Channel, VERSUS, G4 and Style.

Our other businesses consist primarily of Comcast Interactive Media and Comcast Spectacor. Comcast Interactive Media develops and operates Comcast's Internet businesses, including Comcast.net, Fancast, thePlatform, Fandango, Plaxo and DailyCandy. Comcast Spectacor owns two professional sports teams and two large, multipurpose arenas in Philadelphia, and manages other facilities for sporting events, concerts and other events. We also own equity method investments in other programming networks and wireless-related companies.

## Note 2: Summary of Significant Accounting Policies

### Basis of Consolidation

The accompanying consolidated financial statements include (i) all of our accounts, (ii) all entities in which we have a controlling voting interest ("subsidiaries") and (iii) variable interest entities ("VIEs") required to be consolidated in accordance with generally accepted accounting principles in the United States ("GAAP"). We have eliminated all significant intercompany accounts and transactions among consolidated entities.

### Our Use of Estimates

We prepare our consolidated financial statements in conformity with GAAP, which requires us to make estimates and assumptions that affect the reported amounts and disclosures. Actual results could differ from those estimates. Estimates are used when accounting for various items, such as allowances for doubtful accounts, investments, derivative financial instruments, asset impairments, nonmonetary transactions, certain acquisition-related liabilities, programming-related liabilities, pensions and other post-retirement benefits, revenue recognition, depreciation and amortization, income taxes, and legal contingencies. See Note 8 for our discussion on fair value estimates.

### Cash Equivalents

The carrying amounts of our cash equivalents approximate their fair value. Our cash equivalents consist primarily of money market funds and U.S. government obligations, as well as commercial paper and certificates of deposit with maturities of less than three months when purchased.

### Investments

We classify unrestricted, publicly traded investments as available-for-sale ("AFS") or trading securities and record them at fair value. For AFS securities, we record unrealized gains or losses resulting from changes in fair value between measurement dates as a component of other comprehensive income (loss), except when we consider declines in value to be other than temporary. For trading securities, we record unrealized gains or losses resulting from changes in fair value between measurement dates as a component of investment income (loss), net. We recognize realized gains and losses associated with our fair value method investments using the specific identification method. Effective with the adoption of Statement of Financial Accounting Standards ("SFAS") No. 159, "The Fair Value Option for Financial Assets and Financial Liabilities," ("SFAS No. 159"), we classify the cash flows related to purchases of and proceeds from the sale of trading securities based on the nature of the securities and purpose for which they were acquired (see Note 3).

We use the equity method to account for investments in which we have the ability to exercise significant influence over the investee's operating and financial policies. Equity method investments are recorded at cost and are adjusted to recognize (i) our proportionate share of the investee's net income or losses after the date of investment, (ii) amortization of basis differences, (iii) additional contributions made and dividends received, and (iv) impairments resulting from other-than-temporary declines in fair value. We generally record our share of the investee's net income or loss one quarter in arrears due to the timing of our receipt of such information. Gains or losses on the sale of equity method investments are recorded in other income (expense).

Restricted, publicly traded investments and investments in privately held companies are stated at cost and adjusted for any known decrease in value.

We review our investment portfolio each reporting period to determine whether there are identified events or circumstances that would indicate there is a decline in the fair value that is considered to be other than temporary. For our non-public investments, if there are no identified events or circumstances that would have a significant adverse effect on the fair value of the investment, then the fair value is not estimated. If an investment is deemed to have experienced an other-than-temporary decline below its cost basis, we reduce the carrying amount of the investment to its quoted or estimated fair value, as applicable, and establish a new cost basis for the invest-

ment. For our AFS and cost method investments, we charge the impairment to investment income (loss), net. For our equity method investments, the impairment is recorded to other income (expense) (see Note 6).

If a consolidated entity or equity method investee issues additional securities that change our proportionate share of the entity, we recognize the change as a gain or loss in our consolidated statement of operations. In cases where gain realization is not assured, we record the gain to additional paid-in capital.

### Property and Equipment

Property and equipment are stated at cost. We capitalize improvements that extend asset lives and expense other repairs and maintenance charges as incurred. For assets that are sold or retired, we remove the applicable cost and accumulated depreciation and, unless the gain or loss on disposition is presented separately, we recognize it as a component of depreciation expense.

We capitalize the costs associated with the construction of our cable transmission and distribution facilities and new service installations. Costs include all direct labor and materials, as well as various indirect costs. We capitalize initial customer installation costs directly attributable to installation of the drop, including material, labor and overhead cost, in accordance with SFAS No. 51, "Financial Reporting by Cable Television Companies." All costs incurred in connection with subsequent service disconnects and reconnects are expensed as they are incurred.

We record depreciation using the straight-line method over estimated useful lives. Our significant components of property and equipment are as follows:

December 31 (in millions)	Weighted Average Original Useful Life	2008	2007
Cable transmission equipment and distribution facilities	12 years	\$ 15,660	\$ 14,978
Customer premises equipment	6 years	17,788	15,373
Scalable infrastructure	6 years	5,776	5,179
Support capital	5 years	5,820	5,521
Buildings and building improvements	20 years	1,874	1,667
Land	—	205	202
Other	8 years	556	512
Property and equipment, at cost		47,679	43,432
Less: Accumulated depreciation		(23,235)	(19,808)
Property and equipment, net		\$ 24,444	\$ 23,624

We evaluate the recoverability and estimated lives of our property and equipment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable or the useful life has changed. The evaluation is based on the cash flows generated by the underlying assets and profitability information, including estimated future operating results, trends or other determinants of fair value. If the total of the expected future undiscounted cash flows is less than the carrying amount of the asset, we would recognize a loss for the difference between the estimated fair value and the carrying value of the asset. Unless presented separately, the loss is included as a component of depreciation expense.

### Intangible Assets

#### Indefinite-Lived Intangibles

##### Franchise Rights

Our franchise rights consist of cable franchise rights and sports franchise rights. Cable franchise rights represent the value attributed to agreements with local authorities that allow access to homes in cable service areas acquired in business combinations. Sports franchise rights represent the value we attribute to our professional sports teams. We do not amortize cable franchise rights or sports franchise rights because we have determined that they have an indefinite life. We reassess this determination periodically for each franchise based on the factors included in SFAS No. 142, "Goodwill and Other Intangible Assets," ("SFAS No. 142"). Costs we incur in negotiating and renewing cable franchise agreements are included in other intangible assets and are primarily amortized on a straight-line basis over the term of the franchise renewal period.

We evaluate the recoverability of our franchise rights annually, or more frequently whenever events or changes in circumstances indicate that the assets might be impaired. We estimate the fair value of our cable franchise rights primarily based on a discounted cash flow analysis. We also consider multiples of operating income before depreciation and amortization generated by the underlying assets, current market transactions, and profitability information in analyzing the fair values indicated under the discounted cash flow models. If the value of our cable franchise rights is less than the carrying amount, we would recognize an impairment for the difference between the estimated fair value and the carrying value of the assets. We evaluate the unit of account used to test for impairment of our cable franchise rights periodically to ensure testing is performed at an appropriate level. In July 2008, our Cable division management structure was reorganized from five divisions to four. Our impairment testing as of July 1, 2008 confirmed that no impairment existed before the change.

#### Goodwill

Goodwill is the excess of the acquisition cost of an acquired entity over the fair value of the identifiable net assets acquired. In accordance with SFAS No. 142, we do not amortize goodwill.



We assess the recoverability of our goodwill annually, or more frequently whenever events or changes in circumstances indicate that the asset might be impaired. We generally perform the assessment of our goodwill one level below the operating segment level. In our Cable business, since components one level below the segment level (Cable divisions) are not separate reporting units and have similar economic characteristics, we aggregate the components into one reporting unit at the Cable segment level.

\* \* \*

Since the adoption of SFAS No. 142, we have performed annual impairment testing of our indefinite-lived intangibles, including cable franchise rights, sports franchise rights and goodwill, using April 1 as the measurement date. In 2008, we changed the timing of our financial and strategic planning process, including the preparation of long-term projections, from completion in the early part of each calendar year to a midyear completion. These long-term financial projections are used as the basis for performing our annual impairment testing. As a result, we have changed our measurement date from April 1 to July 1. We tested our indefinite-lived intangibles for impairment as of April 1, 2008 and July 1, 2008, and no impairments were indicated as of either date. Since the adoption of SFAS No. 142 in 2002, we have not recorded any significant impairments as a result of our impairment testing. We believe changing the measurement date to coincide with the completion of our long-term financial projections is preferable and does not result in the delay, acceleration or avoidance of an impairment.

#### Other Intangibles

Other intangible assets consist primarily of franchise-related customer relationships acquired in business combinations, programming distribution rights, software, cable franchise renewal costs, and programming agreements and rights. We record these costs as assets and amortize them on a straight-line basis over the term of the related agreements or estimated useful life. See Note 7 for the ranges of useful lives of our intangible assets.

#### Programming Distribution Rights

Our Programming subsidiaries enter into multiyear license agreements with various multichannel video providers for distribution of their programming ("distribution rights"). We capitalize amounts paid to secure or extend these distribution rights and include them within other intangible assets. We amortize these distribution rights on a straight-line basis over the term of the related license agreements. We classify the amortization of these distribution rights as a reduction of revenue unless the Programming subsidiary receives, or will receive, an identifiable benefit from the distributor separate from the fee paid for the distribution right, in which case we recognize the fair value of the identified benefit as an operating expense in the period in which it was received.

#### Software

We capitalize direct development costs associated with internal-use software, including external direct costs of material and services and payroll costs for employees devoting time to these software projects. We also capitalize costs associated with the purchase of software licenses. We include these costs within other intangible assets and amortize them on a straight-line basis over a period not to exceed 5 years, beginning when the asset is substantially ready for use. We expense maintenance and training costs, as well as costs incurred during the preliminary stage of a project, as they are incurred. We capitalize initial operating system software costs and amortize them over the life of the associated hardware.

\* \* \*

We periodically evaluate the recoverability and estimated lives of our intangible assets subject to amortization whenever events or changes in circumstances indicate that the carrying amount may not be recoverable or the useful life has changed. The evaluation is based on the cash flows generated by the underlying assets and profitability information, including estimated future operating results, trends or other determinants of fair value. If the total of the expected future undiscounted cash flows is less than the carrying amount of the asset, we would recognize a loss for the difference between the estimated fair value and the carrying value of the asset. Unless presented separately, the loss would be included as a component of amortization expense.

#### Asset Retirement Obligations

SFAS No. 143, "Accounting for Asset Retirement Obligations," as interpreted by Financial Accounting Standards Board ("FASB") Interpretation ("FIN") No. 47, "Accounting for Conditional Asset Retirement Obligations — an Interpretation of FASB Statement No. 143," requires that a liability be recognized for an asset retirement obligation in the period in which it is incurred if a reasonable estimate of fair value can be made.

Certain of our franchise and lease agreements contain provisions requiring us to restore facilities or remove property in the event that the franchise or lease agreement is not renewed. We expect to continually renew our franchise agreements and therefore cannot estimate any liabilities associated with such agreements. A remote possibility exists that franchise agreements could terminate unexpectedly, which could result in us incurring significant expense in complying with restoration or removal provisions. The disposal obligations related to our properties are not material to our consolidated financial statements. No such liabilities have been recorded in our consolidated financial statements.



## Revenue Recognition

Our Cable segment revenue is primarily derived from customer fees received for our video, high-speed Internet and phone services ("cable services") and from advertising. We recognize revenue from cable services as the service is provided. We manage credit risk by screening applicants through the use of credit bureau data. If a customer's account is delinquent, various measures are used to collect outstanding amounts, including termination of the customer's cable service. Installation revenue obtained from the connection of customers to our cable systems is less than related direct selling costs. Therefore, such revenue is recognized as connections are completed. We recognize advertising revenue when the advertising is aired and based on the broadcast calendar. Revenue earned from other sources is recognized when services are provided or events occur. Under the terms of our franchise agreements, we are generally required to pay to the local franchising authority an amount based on our gross video revenue. We normally pass these fees through to our cable customers and classify the fees as a component of revenue with the corresponding costs included in operating expenses. Prior to 2008, the corresponding costs were included in selling, general and administrative expenses. For 2007 and 2006, we reclassified approximately \$863 million and \$788 million, respectively, from selling, general and administrative expenses to operating expenses. The 2008 amount is approximately \$933 million. We believe such classification is more appropriate based on the nature of these expenses. We present other taxes imposed on a revenue-producing transaction as revenue if we are acting as a principal or as a reduction to operating expenses if we are acting as an agent.

Our Programming segment recognizes revenue from distributors as programming is provided, generally under multiyear distribution agreements. From time to time these agreements expire while programming continues to be provided to the operator based on interim arrangements while the parties negotiate new contract terms. Revenue recognition is generally limited to current payments being made by the operator, typically under the prior contract terms, until a new contract is negotiated, sometimes with effective dates that affect prior periods. Differences between actual amounts determined upon resolution of negotiations and amounts recorded during these interim arrangements are recorded in the period of resolution.

Advertising revenue for our Programming segment is recognized in the period in which commercials or programs are aired. In some instances, our Programming businesses guarantee viewer ratings either for the programming or for the commercials. Revenue is deferred to the extent of an estimated shortfall in the ratings. Such shortfalls are primarily settled by providing additional advertising time, at which point the revenue is recognized.

## Cable Programming Expenses

Cable programming expenses are the fees we pay to programming networks to license the programming we package, offer and

distribute to our video customers. Programming is acquired for distribution to our video customers, generally under multiyear distribution agreements, with rates typically based on the number of customers that receive the programming, adjusted for channel positioning and the extent of distribution. From time to time these contracts expire and programming continues to be provided based on interim arrangements while the parties negotiate new contractual terms, sometimes with effective dates that affect prior periods. While payments are typically made under the prior contract terms, the amount of our programming expenses recorded during these interim arrangements is based on our estimates of the ultimate contractual terms expected to be negotiated. Differences between actual amounts determined upon resolution of negotiations and amounts recorded during these interim arrangements are recorded in the period of resolution.

When our Cable segment receives incentives from programming networks for the licensing of their programming, we classify the deferred portion of these fees within liabilities and recognize them over the term of the contract as a reduction of programming expenses, which are included in operating expenses.

## Share-Based Compensation

Effective January 1, 2006, we adopted SFAS No. 123R, "Share-Based Payment," ("SFAS No. 123R"), using the Modified Prospective Approach. Under the Modified Prospective Approach, the amount of compensation cost recognized includes (i) compensation cost for all share-based payments granted before but not yet vested as of January 1, 2006, based on the grant date fair value estimated in accordance with SFAS No. 123, "Accounting for Stock-Based Compensation," ("SFAS No. 123"), and (ii) compensation cost for all share-based payments granted or modified after January 1, 2006, based on the estimated fair value at the date of grant or subsequent modification date in accordance with SFAS No. 123R. See Note 12 for further details regarding share-based compensation.

## Income Taxes

Our provision for income taxes is based on our current period income, changes in deferred income tax assets and liabilities, income tax rates, changes in estimates of our uncertain tax positions, and tax planning opportunities available in the jurisdictions in which we operate. Substantially all of our income is from operations in the United States. We recognize deferred tax assets and liabilities when there are temporary differences between the financial reporting basis and tax basis of our assets and liabilities and for the expected benefits of using net operating loss carryforwards. When changes in tax rates or tax laws have an impact on deferred taxes, we apply the change during the years in which temporary differences are expected to reverse. These amounts are recorded in our consolidated financial statements in the period of enactment.

On January 1, 2007, we adopted FIN 48, "Accounting for Uncertainty in Income Taxes — an Interpretation of FASB Statement No. 109," ("FIN 48"). FIN 48 prescribes the recognition threshold and measurement attribute for the financial statement recognition and measurement of uncertain tax positions taken or expected to be taken in a tax return.

We account for income tax uncertainties that arise in connection with business combinations and those that are associated with entities acquired in business combinations in accordance with Emerging Issues Task Force ("EITF") Issue No. 93-7, "Uncertainties Related to Income Taxes in a Purchase Business Combination," ("EITF 93-7"). Deferred tax assets and liabilities are recorded as of the date of a business combination and are based on our estimate of the ultimate tax basis that will be accepted by the various taxing authorities. Liabilities for contingencies associated with prior tax returns filed by the acquired entity are recorded based on criteria set forth in FIN 48. We adjust the deferred tax accounts and the liabilities periodically to reflect any revised estimated tax basis and any estimated settlements with the various taxing authorities. The effect of these adjustments is generally applied to goodwill except for post-acquisition interest expense, which is recognized as an adjustment to income tax expense. Effective with the adoption on January 1, 2009 of SFAS No. 141R, "Business Combinations — a replacement of FASB Statement No. 141," ("SFAS No. 141R"), which also supersedes EITF 93-7, all tax adjustments recognized that would have impacted goodwill will be recognized within income tax expense.

We classify interest and penalties, if any, associated with our uncertain tax positions as a component of income tax expense.

### **Derivative Financial Instruments**

We use derivative financial instruments to manage our exposure to the risks associated with fluctuations in interest rates and equity prices. All derivative transactions must comply with a derivatives policy authorized by our Board of Directors. We do not engage in any speculative or leveraged derivative transactions.

We manage our exposure to fluctuations in interest rates by using derivative financial instruments such as interest rate exchange agreements ("swaps") and interest rate lock agreements ("rate locks"). We sometimes enter into rate locks to hedge the risk that the cash flows related to the interest payments on an anticipated issuance or assumption of fixed-rate debt may be adversely affected by interest-rate fluctuations.

We manage our exposure to and benefits from price fluctuations in the common stock of some of our investments by using equity derivative financial instruments embedded in other contracts such as indexed debt instruments and prepaid forward sale agreements whose values, in part, are derived from the market value of certain publicly traded common stock.

We periodically examine the instruments we use to hedge exposure to interest rate and equity price risks to ensure that the instruments are matched with underlying assets or liabilities, to reduce our risks relating to changes in interest rates or equity prices and, through market value and sensitivity analysis, to maintain a high correlation to the risk inherent in the hedged item. For those instruments that do not meet the above conditions, and for those derivative instruments that are not designated as a hedge, changes in fair value are recognized on a current basis in earnings.

We manage the credit risks associated with our derivative financial instruments through the evaluation and monitoring of the creditworthiness of the counterparties. Although we may be exposed to losses in the event of nonperformance by the counterparties, we do not expect such losses, if any, to be significant.

For derivative instruments designated and effective as fair value hedges, such as fixed to variable swaps, changes in the fair value of the derivative instrument substantially offset changes in the fair value of the hedged item, each of which is recorded to interest expense. When fair value hedges are terminated, sold, exercised or have expired, any gain or loss resulting from changes in the fair value of the hedged item is deferred and recognized in earnings over the remaining life of the hedged item. When the hedged item is settled or sold, the unamortized adjustment in the carrying amount of the hedged item is recognized in earnings.

For derivative instruments designated as cash flow hedges, such as variable to fixed swaps and rate locks, the effective portion of the hedge is reported in other comprehensive income (loss) and recognized as an adjustment to interest expense over the same period in which the related interest costs are recognized in earnings. When hedged variable-rate debt is settled, the previously deferred effective portion of the hedge is written off to interest expense in a manner similar to debt extinguishment costs.

Equity derivative instruments embedded in other contracts are separated from their host contract. The derivative component is recorded at its estimated fair value in our consolidated balance sheet and changes in its value are recorded each period to investment income (loss), net.

### **Reclassifications**

Reclassifications have been made between operating expenses and selling, general and administrative expenses in the prior years' consolidated financial statements to conform to classifications used in 2008.

### Note 3: Recent Accounting Pronouncements

#### SFAS No. 141R

In November 2007, the FASB issued SFAS No. 141R, which continues to require that all business combinations be accounted for by applying the acquisition method. Under the acquisition method, the acquirer recognizes and measures the identifiable assets acquired, the liabilities assumed, and any contingent consideration and contractual contingencies, as a whole, at their fair value as of the acquisition date. Under SFAS No. 141R, all transaction costs are expensed as incurred. SFAS No. 141R rescinds EITF 93-7. Under EITF 93-7, the effect of any subsequent adjustments to uncertain tax positions was generally applied to goodwill, except for post-acquisition interest on uncertain tax positions, which was recognized as an adjustment to income tax expense. Under SFAS No. 141R, all subsequent adjustments to income tax liabilities and related interest that would have impacted goodwill are recognized within income tax expense. The guidance in SFAS No. 141R will be applied prospectively to any business combination for which the acquisition date is on or after January 1, 2009.

#### SFAS No. 157

In September 2006, the FASB issued SFAS No. 157, "Fair Value Measurements," ("SFAS No. 157"). SFAS No. 157 defines fair value, establishes a framework for measuring fair value and expands disclosure about fair value measurements. SFAS No. 157 is effective for financial assets and financial liabilities in fiscal years beginning after November 15, 2007 and for nonfinancial assets and nonfinancial liabilities in fiscal years beginning after March 15, 2008. Effective January 1, 2008, we adopted the provisions of SFAS No. 157 that relate to our financial assets and financial liabilities. We are evaluating the impact of the provisions of SFAS No. 157 that relate to our nonfinancial assets and nonfinancial liabilities, which are effective for us as of January 1, 2009, and currently do not expect the adoption to have a material impact on our consolidated financial statements. See Note 8 for further details regarding the adoption of this standard.

#### SFAS No. 159

In February 2007, the FASB issued SFAS No. 159, which provides the option to report certain financial assets and financial liabilities at fair value, with the intent to mitigate the volatility in financial reporting that can occur when related assets and liabilities are each recorded on a different basis. SFAS No. 159 amends FASB Statement No. 95, "Statement of Cash Flows," ("SFAS No. 95") and FASB Statement No. 115, "Accounting for Certain Investments in Debt and Equity Securities," ("SFAS No. 115"). SFAS No. 159 specifies that cash flows from trading securities, including securities for which an entity has elected the fair value option, should be classified in the statement of cash flows based on the nature of and purpose for which the securities were acquired. Before this amendment, SFAS No. 95 and SFAS No. 115 specified that cash flows from trading securities must be classified as cash flows from operating activities. Effective January 1, 2008, we

adopted SFAS No. 159. We have not elected the fair value option for any financial assets or financial liabilities. Upon adoption, we reclassified \$603 million of proceeds from the sale of trading securities within our statement of cash flows for the year ended December 31, 2007 from an operating activity to an investing activity. The adoption of SFAS No. 159 had no effect on our statement of cash flows for the year ended December 31, 2006.

#### SFAS No. 160

In November 2007, the FASB issued SFAS No. 160, "Accounting and Reporting of Noncontrolling Interest," ("SFAS No. 160"). SFAS No. 160 requires that a noncontrolling interest (previously referred to as a minority interest) be separately reported in the equity section of the consolidated entity's balance sheet. SFAS No. 160 also established accounting and reporting standards for (i) ownership interests in subsidiaries held by parties other than the parent, (ii) the amount of consolidated net income attributable to the parent and to the noncontrolling interest, (iii) changes in a parent's ownership interest and (iv) the valuation of retained noncontrolling equity investments when a subsidiary is deconsolidated. SFAS No. 160 is effective for us beginning January 1, 2009, at which time our financial statements will reflect the new presentation for noncontrolling interests.

#### EITF Issue No. 06-10

In March 2007, the EITF reached a consensus on EITF Issue No. 06-10, "Accounting for Deferred Compensation and Postretirement Benefit Aspects of Collateral Assignment Split-Dollar Life Insurance Arrangements," ("EITF 06-10"). EITF 06-10 provides that an employer should recognize a liability for the post-retirement benefit related to collateral assignment split-dollar life insurance arrangements. We adopted EITF 06-10 on January 1, 2008, at which time we adjusted beginning retained earnings and recorded a liability of \$132 million. See Note 10 for further details regarding the adoption of this standard.

### Note 4: Earnings Per Share

Basic earnings per common share ("Basic EPS") is computed by dividing net income from continuing operations by the weighted-average number of common shares outstanding during the period.

Our potentially dilutive securities include potential common shares related to our stock options and restricted share units ("RSUs"). Diluted earnings per common share ("Diluted EPS") considers the impact of potentially dilutive securities using the treasury stock method except in periods in which there is a loss because the inclusion of the potential common shares would have an anti-dilutive effect. Diluted EPS excludes the impact of potential common shares related to our stock options in periods in which the option exercise price is greater than the average market price of our Class A common stock or our Class A Special common stock, as applicable (see Note 12).

Diluted EPS for 2008, 2007 and 2006 excludes approximately 159 million, 61 million and 116 million, respectively, of potential common shares related to our share-based compensation plans, because the inclusion of the potential common shares would have an antidilutive effect.

#### Computation of Diluted EPS

Year ended December 31 (in millions, except per share data)	2008			2007			2006		
	Income	Shares	Per Share Amount	Income	Shares	Per Share Amount	Income	Shares	Per Share Amount
Basic EPS	\$2,547	2,939	\$0.87	\$2,587	3,098	\$0.84	\$2,235	3,160	\$0.71
Effect of dilutive securities:									
Assumed exercise or issuance of shares relating to stock plans		13			31			20	
Diluted EPS	\$2,547	2,952	\$0.86	\$2,587	3,129	\$0.83	\$2,235	3,180	\$0.70

## Note 5: Acquisitions and Other Significant Events

### 2008 Acquisitions

#### Insight Transaction

In April 2007, we and Insight Communications ("Insight") agreed to divide the assets and liabilities of Insight Midwest, a 50%-50% cable system partnership with Insight (the "Insight transaction"). On December 31, 2007, we contributed approximately \$1.3 billion to Insight Midwest for our share of the partnership's debt. On January 1, 2008, the distribution of the assets of Insight Midwest was completed without assumption of any of Insight's debt by us and we received cable systems serving approximately 696,000 video customers in Illinois and Indiana (the "Comcast asset pool"). Insight received cable systems serving approximately 652,000 video customers, together with approximately \$1.24 billion of debt allocated to those cable systems (the "Insight asset pool"). We accounted for our interest in Insight Midwest as an equity method investment until the Comcast asset pool was distributed to us on January 1, 2008. We accounted for the distribution of assets by Insight Midwest as a sale of our 50% interest in the Insight asset pool in exchange for acquiring an additional 50% interest in the Comcast asset pool. The estimated fair value of the 50% interest of the Comcast asset pool we received was approximately \$1.2 billion and resulted in a pretax gain of approximately \$235 million, which is included in other income (expense). We recorded our 50% interest in the Comcast asset pool as a step acquisition in accordance with SFAS No. 141, "Business Combinations," ("SFAS No. 141").

The results of operations for the cable systems acquired in the Insight transaction have been reported in our consolidated financial statements since January 1, 2008 and are reported in our Cable segment. The weighted-average amortization period of the franchise-related customer relationship intangible assets acquired was 4.5 years. Substantially all of the goodwill recorded is expected to be amortizable for tax purposes.

The table below presents the purchase price allocation to assets acquired and liabilities assumed as a result of the Insight transaction.

(in millions)

Property and equipment	\$ 587
Franchise-related customer relationships	64
Cable franchise rights	1,374
Goodwill	105
Other assets	27
Total liabilities	(31)
Net assets acquired	<b>\$2,126</b>

The following unaudited pro forma information has been presented as if the Insight transaction had occurred on January 1, 2007. This information is based on historical results of operations, adjusted for purchase price allocations, and is not necessarily indicative of what the results would have been had we operated the cable systems since January 1, 2007.

Year ended December 31, 2007 (in millions, except per share data)

Revenue	\$31,582
Net income	\$ 2,627
Basic EPS	\$ 0.85
Diluted EPS	\$ 0.84

#### Other 2008 Acquisitions

In April 2008, we acquired an additional interest in Comcast SportsNet Bay Area. In July 2008, we acquired Plaxo, an address book management and social networking Web site service. In August 2008, we acquired the remaining interest in G4 that we did not already own. In September 2008, we acquired DailyCandy, an e-mail newsletter and Web site. The results of operations for these acquisitions have been included in our consolidated results of operations since their respective acquisition dates. The results of operations for Plaxo and DailyCandy are reported in Corporate and

Other. The aggregate purchase price of these other 2008 acquisitions was approximately \$610 million. None of these acquisitions were material to our consolidated financial statements for the year ended December 31, 2008.

## 2007 Acquisitions

### The Houston Transaction

In July 2006, we initiated the dissolution of Texas and Kansas City Cable Partners (the "Houston transaction"), our 50%-50% cable system partnership with Time Warner Cable. On January 1, 2007, the distribution of assets by Texas and Kansas City Cable Partners was completed and we received the cable system serving Houston, Texas (the "Houston asset pool") and Time Warner Cable received the cable systems serving Kansas City, south and west Texas, and New Mexico (the "Kansas City asset pool"). We accounted for the distribution of assets by Texas and Kansas City Cable Partners as a sale of our 50% interest in the Kansas City asset pool in exchange for acquiring an additional 50% interest in the Houston asset pool. This transaction resulted in an increase of approximately 700,000 video customers. The estimated fair value of the 50% interest of the Houston asset pool we received was approximately \$1.1 billion and resulted in a pretax gain of approximately \$500 million, which is included in other income (expense). We recorded our 50% interest in the Houston asset pool as a step acquisition in accordance with SFAS No. 141.

The results of operations for the cable systems acquired in the Houston transaction have been reported in our Cable segment since August 1, 2006 and in our consolidated financial statements since January 1, 2007 (the date of the distribution of assets). The weighted-average amortization period of the franchise-related customer relationship intangible assets acquired was 7 years. As a result of the Houston transaction, we reversed deferred tax liabilities of approximately \$200 million, which were primarily related to the excess of tax basis of the assets acquired over the tax basis of the assets exchanged, and reduced the amount of goodwill that would have otherwise been recorded in the acquisition. Substantially all of the goodwill recorded is expected to be amortizable for tax purposes.

The table below presents the purchase price allocation to assets acquired and liabilities assumed as a result of the Houston transaction.

(in millions)

Property and equipment	\$ 870
Franchise-related customer relationships	266
Cable franchise rights	1,954
Goodwill	426
Other assets	267
Total liabilities	(73)
Net assets acquired	\$3,710

### Other 2007 Acquisitions

In April 2007, we acquired Fandango, an online entertainment site and movie-ticket service. The results of operations of Fandango have been included in our consolidated financial statements since the acquisition date and are reported in Corporate and Other. In June 2007, we acquired Rainbow Media Holdings LLC's 60% interest in Comcast SportsNet Bay Area (formerly known as Bay Area SportsNet) and its 50% interest in Comcast SportsNet New England (formerly known as Sports Channel New England), expanding our regional sports networks. The completion of this transaction resulted in our 100% ownership in Comcast SportsNet New England and 60% ownership in Comcast SportsNet Bay Area. In August 2007, we acquired the cable system of Patriot Media serving approximately 81,000 video customers in central New Jersey. The results of operations of Patriot Media, Comcast SportsNet Bay Area and Comcast SportsNet New England have been included in our consolidated financial statements since their acquisition dates and are reported in our Cable segment. The aggregate purchase price of these other 2007 acquisitions was approximately \$1.288 billion. None of these acquisitions were material to our consolidated financial statements for the year ended December 31, 2007.

## 2006 Acquisitions

### The Adelphia and Time Warner Transactions

In April 2005, we entered into an agreement with Adelphia Communications ("Adelphia") in which we agreed to acquire certain assets and assume certain liabilities of Adelphia (the "Adelphia acquisition"). At the same time, we and Time Warner Cable Inc. and certain of its affiliates ("TWC") entered into several agreements in which we agreed to (i) have our interest in Time Warner Entertainment Company, L.P. ("TWE") redeemed, (ii) have our interest in TWC redeemed (together with the TWE redemption, the "redemptions") and (iii) exchange certain cable systems acquired from Adelphia and certain Comcast cable systems with TWC (the "exchanges"). On July 31, 2006, these transactions were completed. We collectively refer to the Adelphia acquisition, the redemptions and the exchanges as the "Adelphia and Time Warner transactions." Also in April 2005, Adelphia and TWC entered into an agreement for the acquisition of substantially all of the remaining cable system assets and the assumption of certain of the liabilities of Adelphia.

The Adelphia and Time Warner transactions resulted in a net increase of 1.7 million video customers, a net cash payment by us of approximately \$1.5 billion and the disposition of our ownership interests in TWE and TWC and the assets of two cable system partnerships.



The Adelphia and Time Warner transactions added cable systems in 16 states (California, Colorado, Connecticut, Florida, Georgia, Louisiana, Maryland, Massachusetts, Minnesota, Mississippi, Oregon, Pennsylvania, Tennessee, Vermont, Virginia and West Virginia).

The cable systems we transferred to TWC included our previously owned cable systems located in Los Angeles, Cleveland and Dallas (the "Comcast exchange systems"). The operating results of the Comcast exchange systems are reported as discontinued operations and are presented in accordance with SFAS No. 144, "Accounting for the Impairment or Disposal of Long-Lived Assets," ("SFAS No. 144") (see "Discontinued Operations" below).

### Purchase Price Allocation

The results of operations for the cable systems acquired in the Adelphia and Time Warner transactions have been included in our consolidated financial statements since July 31, 2006 (the acquisition date). The weighted-average amortization period of the franchise-related customer relationship intangible assets acquired was 7 years. As a result of the redemption of our investment in TWC and the exchange of certain cable systems in 2006, we reversed deferred tax liabilities of approximately \$760 million, which were primarily related to the excess of tax basis of the assets acquired over the tax basis of the assets exchanged, and reduced the amount of goodwill and other noncurrent assets that would have otherwise been recorded in the acquisition. Substantially all of the goodwill recorded is expected to be amortizable for tax purposes.

The table below presents the purchase price allocation to assets acquired and liabilities assumed as a result of the Adelphia and Time Warner transactions.

(in millions)

Property and equipment	\$ 2,640
Franchise-related customer relationships	1,627
Cable franchise rights	6,730
Goodwill	420
Other assets	111
Total liabilities	(351)
Net assets acquired	\$11,177

### Discontinued Operations

As discussed above, the operating results of the Comcast exchange systems transferred to TWC are reported as discontinued operations and are presented in accordance with SFAS No. 144. The table below presents the operating results of the Comcast exchange systems through the closing date of the exchanges (July 31, 2006):

Year ended December 31, 2006 (in millions)

Revenue	\$734
Income before income taxes	\$121
Income tax expense	\$ (18)
Net income	\$103

### Other 2006 Acquisitions

#### E! Entertainment Television

In November 2006, we acquired the 39.5% of E! Entertainment Television, which operates the E! and Style programming networks, that we did not already own for approximately \$1.2 billion. We have historically consolidated the results of operations of E! Entertainment Television. We allocated the purchase price to property and equipment, intangibles, and goodwill.

#### Susquehanna

In April 2006, we acquired the cable systems of Susquehanna Cable Co. and its subsidiaries ("Susquehanna") for a total purchase price of approximately \$775 million. These cable systems are located primarily in Pennsylvania, New York, Maine and Mississippi. Before the acquisition, we held an approximate 30% equity ownership interest in Susquehanna that we accounted for as an equity method investment. On May 1, 2006, Susquehanna Cable Co. redeemed the approximate 70% equity ownership interest in Susquehanna held by Susquehanna Media Co., which resulted in Susquehanna becoming 100% owned by us. The results of operations of these cable systems have been included in our consolidated financial statements since the acquisition date and are reported in our Cable segment. We allocated the purchase price to property and equipment, franchise-related customer relationship intangibles, cable franchise rights, and goodwill. The acquisition of these cable systems was not material to our consolidated financial statements for the year ended December 31, 2006.

## Note 6: Investments

The components of our investments are presented in the table below.

December 31 (in millions)	2008	2007
Fair Value Method		
Equity securities	\$ 940	\$2,080
Debt securities	3	621
	<b>943</b>	<b>2,701</b>
Equity Method		
Insight Midwest	—	1,877
SpectrumCo, LLC	1,354	1,352
Clearwire	421	—
Other	402	453
	<b>2,177</b>	<b>3,682</b>
Cost Method		
AirTouch	1,479	1,465
Other	243	213
	<b>1,722</b>	<b>1,678</b>
Total investments	<b>4,842</b>	<b>8,061</b>
Less: Current investments	<b>59</b>	<b>98</b>
Noncurrent investments	<b>\$4,783</b>	<b>\$7,963</b>

### Fair Value Method

We hold equity investments in publicly traded companies that we account for as AFS or trading securities. As of December 31, 2008, we held \$932 million of fair value method equity securities related to our obligations under prepaid forward contracts, which mature between 2011 and 2015. At maturity of these prepaid forward contracts, the counterparties are entitled to receive some or all of the equity securities, or an equivalent amount of cash at our option, based upon the market value of the equity securities at that time.

The net unrealized gains on investments accounted for as AFS securities as of December 31, 2008 and 2007 were \$29 million and \$42 million, respectively. The amounts were reported primarily as a component of accumulated other comprehensive income (loss), net of related deferred income taxes of \$10 million and \$15 million in 2008 and 2007, respectively.

The cost, fair value, and unrealized gains and losses related to our AFS securities are presented in the table below. The decreases in 2008 from 2007 are primarily due to the sale of debt securities.

Year ended December 31 (in millions)	2008	2007
Cost	\$60	\$685
Unrealized gains	34	44
Unrealized losses	(5)	(2)
Fair value	<b>\$89</b>	<b>\$727</b>

Proceeds from the sale of AFS securities in 2008, 2007 and 2006 were \$638 million, \$1.033 billion and \$209 million, respectively. Gross realized gains on these sales in 2008, 2007 and 2006 were \$1 million, \$145 million and \$59 million, respectively. Sales of AFS securities for the year ended December 31, 2008 consisted primarily of the sale of debt securities. Sales of AFS securities in 2007 and 2006 consisted primarily of sales of Time Warner Inc. common stock.

### Equity Method

#### Insight Midwest Partnership

We accounted for our interest in Insight Midwest as an equity method investment until January 1, 2008, the date the Comcast asset pool was distributed to us (see Note 5). As of December 31, 2007, our recorded investment in Insight exceeded our proportionate interest in the book value of its net assets by \$144 million. The basis difference was attributed to indefinite-lived intangible assets.

#### SpectrumCo, LLC

SpectrumCo, LLC ("SpectrumCo"), a consortium of investors including us, Time Warner Cable, Bright House Networks and Cox Communications ("Cox"), was the successful bidder for 137 wireless spectrum licenses for approximately \$2.4 billion in the Federal Communications Commission's advanced wireless spectrum auction that concluded in September 2006. Our portion of the total cost to purchase the licenses was approximately \$1.3 billion. In October 2008, SpectrumCo and its members entered into an agreement under which Cox would withdraw as a member of SpectrumCo and have its interest in SpectrumCo redeemed in accordance with its pre-existing exit rights. Under the agreement, Cox was entitled to receive from SpectrumCo at the closing approximately \$70 million and certain spectrum licenses covering areas in or near Cox's service area. The agreement required the \$70 million to be funded by contributions to SpectrumCo from the remaining members. This transaction closed in January 2009 and we contributed \$45 million to SpectrumCo to satisfy our funding obligations under the agreement. Based on SpectrumCo's currently planned activities, we have determined that it is not a VIE. We have and continue to account for this joint venture as an equity method investment based on its governance structure, notwithstanding our majority interest.

#### Clearwire

In November 2008, Sprint Nextel ("Sprint") and the legal predecessor of Clearwire Corporation ("old Clearwire") closed on a series of transactions (collectively the "Clearwire transaction") with an investor group made up of us, Intel, Google, Time Warner Cable and Bright House Networks. As a result of the Clearwire transaction, Sprint and old Clearwire combined their next-generation wireless broadband businesses and formed a new independent holding company, Clearwire Corporation, and its operating subsidiary, Clearwire Communications LLC ("Clearwire

LLC”), that will focus on the deployment of a nationwide 4G wireless network. We, together with the other members of the investor group, have invested \$3.2 billion in Clearwire LLC. Our portion of the investment was \$1.05 billion. As a result of our investment, we received ownership units (“ownership units”) of Clearwire LLC and Class B stock (“voting stock”) of Clearwire Corporation, the publicly traded holding company that controls Clearwire LLC. The voting stock has voting rights equal to those of the publicly traded Class A stock of Clearwire Corporation, but has only minimal economic rights. We hold our economic rights through the ownership units, which have limited voting rights. One ownership unit combined with one share of voting stock are exchangeable into one share of Clearwire Corporation’s publicly traded Class A stock. At closing, we received 52.5 million ownership units and 52.5 million shares of voting stock, which represents an approximate 7% ownership interest on a fully diluted basis. During the first quarter of 2009, the purchase price per share is expected to be adjusted based on the trading prices of Clearwire Corporation’s publicly traded Class A stock. After the post-closing adjustment, we anticipate that we will have an approximate 8% ownership interest on a fully diluted basis.

In connection with the Clearwire transaction, we entered into an agreement with Sprint that allows us to offer wireless services utilizing certain of Sprint’s existing wireless networks and an agreement with Clearwire LLC that allows us to offer wireless services utilizing Clearwire’s next generation wireless broadband network. We allocated a portion of our \$1.05 billion investment to the related agreements.

We will account for our investment under the equity method and record our share of net income or loss one quarter in arrears. Clearwire LLC is expected to incur losses in the early years of operation, which under the equity method of accounting, will be reflected in our future operating results and reduce the cost basis of our investment. We evaluated our investment at December 31, 2008 to determine if an other than temporary decline in fair value below our cost basis had occurred. The primary input in estimating the fair value of our investment was the quoted market value of Clearwire publicly traded Class A shares at December 31, 2008, which declined significantly from the date of our initial agreement in May 2008. As a result of the severe decline in the quoted market value, we recognized an impairment in other income (expense) of \$600 million to adjust our cost basis in our investment to its estimated fair value. In the future, our evaluation of other than temporary declines in fair value of our investment will include a comparison of actual operating results and updated forecasts to the projected discounted cash flows that were used in making our initial investment decision, other impairment indicators, such as changes in competition or technology, as well as a comparison to the value that would be obtained by exchanging our investment into Clearwire Corporation’s publicly traded Class A shares.

## Cost Method

### AirTouch Communications, Inc.

We hold two series of preferred stock of AirTouch Communications, Inc. (“AirTouch”), a subsidiary of Vodafone, which are redeemable in April 2020. As of December 31, 2008 and 2007, the AirTouch preferred stock was recorded at \$1.479 billion and \$1.465 billion, respectively.

As of December 31, 2008, the estimated fair value of the AirTouch preferred stock was \$1.357 billion, which is below our carrying amount. The recent decline in fair value is attributable to changes in interest rates. We have determined this decline to be temporary. The factors considered were the length of time and the extent to which the market value has been less than cost, the credit rating of AirTouch, and our intent and ability to retain the investment for a period of time sufficient to allow for recovery. Specifically, we expect to hold the two series of AirTouch preferred stock until their redemption in 2020.

The dividend and redemption activity of the AirTouch preferred stock determines the dividend and redemption payments associated with substantially all of the preferred shares issued by one of our consolidated subsidiaries, which is a VIE. The subsidiary has three series of preferred stock outstanding with an aggregate redemption value of \$1.750 billion. Substantially all of the preferred shares are redeemable in April 2020 at a redemption value of \$1.650 billion. As of December 31, 2008 and 2007, the two redeemable series of subsidiary preferred shares were recorded at \$1.468 billion and \$1.465 billion, respectively, and those amounts are included in other noncurrent liabilities. The one nonredeemable series of subsidiary preferred shares was recorded at \$100 million as of both December 31, 2008 and 2007 and those amounts are included in minority interest on our consolidated balance sheet.

### Investment Income (Loss), Net

Year ended December 31 (in millions)	2008	2007	2006
Gains on sales and exchanges of investments, net	\$ 8	\$ 151	\$ 733
Investment impairment losses	(28)	(4)	(4)
Unrealized gains (losses) on trading securities and hedged items	(1,117)	315	339
Mark to market adjustments on derivatives related to trading securities and hedged items	1,120	(188)	(238)
Mark to market adjustments on derivatives	57	160	(18)
Interest and dividend income	149	199	212
Other	(100)	(32)	(34)
Investment income (loss), net	\$ 89	\$ 601	\$ 990



In connection with the Adelphia and Time Warner transactions in 2006, we recognized total gains of approximately \$646 million on the redemptions and the exchange of cable systems held by

Century and Parnassos (see Note 5). These gains are included within the "Gains on sales and exchanges of investments, net" caption in the table above.

## Note 7: Goodwill and Other Intangible Assets

The changes in the carrying amount of goodwill by business segment (see Note 16) are presented in the table below.

(in millions)	Cable	Programming	Corporate and Other	Total
Balance, December 31, 2006	\$12,010	\$1,441	\$317	\$13,768
Acquisitions	660	—	146	806
Settlements and adjustments	172	41	(82)	131
Balance, December 31, 2007	\$12,842	\$1,482	\$381	\$14,705
Acquisitions	306	139	209	654
Settlements and adjustments	(475)	(1)	6	(470)
<b>Balance, December 31, 2008</b>	<b>\$12,673</b>	<b>\$1,620</b>	<b>\$596</b>	<b>\$14,889</b>

Cable segment acquisitions in 2008 were primarily related to the Insight transaction and the acquisition of an additional interest in Comcast SportsNet Bay Area. Programming segment acquisitions in 2008 were primarily related to the acquisition of the remaining interest in G4 that we did not already own. Corporate and Other acquisitions in 2008 were primarily related to Internet-related business, including Plaxo and DailyCandy. Settlements and adjustments in 2008 were primarily related to the settlement of an uncertain tax position of an acquired entity (see Note 13).

Cable segment acquisitions in 2007 were primarily related to the Houston transaction, the acquisition of the cable system of Patriot Media and various smaller acquisitions. Corporate and Other acquisitions in 2007 were primarily related to the acquisition of Fandango. Settlements and adjustments in 2007 were primarily related to valuation refinements made in connection with the Adelphia and Time Warner transactions and the adoption of FIN 48.

The gross carrying amount and accumulated amortization of our intangible assets subject to amortization are presented in the table below.

December 31 (in millions)	Useful Life	2008		2007	
		Gross Carrying Amount	Accumulated Amortization	Gross Carrying Amount	Accumulated Amortization
Customer relationships	4-12 years	\$ 5,512	\$(4,030)	\$ 5,466	\$(3,694)
Cable and satellite television distribution rights	6-22 years	1,533	(859)	1,482	(702)
Cable franchise renewal costs and contractual operating rights	5-15 years	1,154	(484)	1,045	(377)
Computer software	3-5 years	1,887	(1,045)	1,445	(798)
Patents and other technology rights	3-12 years	244	(119)	225	(90)
Programming agreements and rights	1-10 years	1,508	(1,303)	1,199	(1,017)
Other agreements and rights	2-21 years	880	(320)	854	(299)
<b>Total</b>		<b>\$12,718</b>	<b>\$(8,160)</b>	<b>\$11,716</b>	<b>\$(6,977)</b>

The estimated expense for each of the next five years recognized in amortization expense and other accounts are presented in the table below. The amortization of certain intangible assets of our Programming segment are not recognized as amortization expense but as a reduction to revenue or as an operating expense and are presented under the caption "Other Accounts."

(in millions)	Amortization Expense	Other Accounts
2009	\$987	\$154
2010	\$882	\$ 94
2011	\$748	\$ 39
2012	\$623	\$ 23
2013	\$389	\$ 6

## Note 8: Fair Value of Financial Assets and Financial Liabilities

Effective January 1, 2008, we adopted the provisions of SFAS No. 157 that relate to our financial assets and financial liabilities ("financial instruments") as discussed in Note 3. SFAS No. 157 establishes a hierarchy that prioritizes fair value measurements based on the types of inputs used for the various valuation techniques (market approach, income approach and cost approach). The levels of the hierarchy are described below:

- Level 1: consists of financial instruments whose value is based on quoted market prices for identical financial instruments in an active market

- Level 2: consists of financial instruments that are valued using models or other valuation methodologies. These models use inputs that are observable either directly or indirectly; Level 2 inputs include (i) quoted prices for similar assets or liabilities in active markets, (ii) quoted prices for identical or similar assets or liabilities in markets that are not active, (iii) pricing models whose inputs are observable for substantially the full term of the financial instrument and (iv) pricing models whose inputs are derived principally from or corroborated by observable market data through correlation or other means for substantially the full term of the financial instrument
- Level 3: consists of financial instruments whose values are determined using pricing models that utilize significant inputs that are primarily unobservable, discounted cash flow methodologies, or similar techniques, as well as instruments for which the determination of fair value requires significant management judgment or estimation

Our assessment of the significance of a particular input to the fair value measurement requires judgment and may affect the valuation of financial instruments and their classification within the fair value hierarchy. As required by SFAS No. 157, financial instruments are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. There have been no changes in the classification of any financial instruments within the fair value hierarchy since our adoption of SFAS No. 157. Our financial instruments that are accounted for at fair value on a recurring basis are presented in the table below.

### Recurring Fair Value Measures

(in millions)	Fair value as of December 31, 2008			
	Level 1	Level 2	Level 3	Total
<b>Assets</b>				
Trading securities	\$932	\$ —	\$—	\$ 932
Available-for-sale securities	7	3	—	10
Equity warrants	—	—	1	1
Cash surrender value of life insurance policies	—	147	—	147
Interest rate exchange agreements	—	291	—	291
	<b>\$939</b>	<b>\$ 441</b>	<b>\$ 1</b>	<b>\$1,381</b>
<b>Liabilities</b>				
Derivative component of indexed debt instruments	\$ —	\$ 23	\$—	\$ 23
Derivative component of prepaid forward sale agreements	—	(466)	—	(466)
Interest rate exchange agreements	—	1	—	1
	<b>\$ —</b>	<b>\$ (442)</b>	<b>\$—</b>	<b>\$ (442)</b>

For the year ended December 31, 2008, the financial instruments measured at fair value on a nonrecurring basis are presented in the table below.

#### Nonrecurring Fair Value Measures

(in millions)	December 31, 2008	Level 1	Level 2	Level 3	Total Losses
<b>Assets</b>					
Equity method investments	<b>\$421</b>	\$—	\$—	\$421	\$(600)

In accordance with Accounting Principles Board (“APB”) No. 18, “The Equity Method of Accounting for Investments in Common Stock,” we recognized an other than temporary impairment to other income (expense) of \$600 million to adjust our cost basis in our investment in Clearwire LLC of approximately \$1 billion to its estimated fair value (see Note 6). Our valuation methodology utilized a combination of the quoted market value of Clearwire Corporation’s publicly traded Class A shares and unobservable inputs related to the ownership units of Clearwire LLC and the voting stock of Clearwire Corporation, including the use of discounted cash flow models. Our investment in Clearwire LLC is classified as a Level 3 financial instrument in accordance SFAS No. 157 in the fair value hierarchy, as a portion of the estimated fair value of the investment is based on unobservable inputs. We believe the estimated fair value is consistent with the underlying principle of SFAS No. 157, which is that the estimated fair value should represent the exit price from a marketplace participant’s perspective.

#### Note 9: Long-Term Debt

December 31 (in millions)	Weighted Average Interest Rate as of December 31, 2008	2008	2007
Commercial paper	N/A	\$ —	\$ 300
Revolving bank credit facility due 2013	0.81%	<b>1,000</b>	—
Senior notes with maturities of 5 years or less	6.99%	<b>9,425</b>	6,895
Senior notes with maturities between 6 and 10 years	6.09%	<b>9,798</b>	11,429
Senior notes with maturities greater than 10 years	7.00%	<b>11,284</b>	11,435
Senior subordinated notes due 2012	10.63%	<b>202</b>	202
ZONES due 2029	2.00%	<b>408</b>	706
Other, including capital lease obligations	—	<b>339</b>	356
Total debt	6.44% <sup>(a)</sup>	<b>\$ 32,456</b>	\$ 31,323
Less: Current portion		<b>2,278</b>	1,495
Long-term debt		<b>\$ 30,178</b>	\$ 29,828

(a) Includes the effects of our derivative financial instruments.

As of December 31, 2008 and 2007, our debt had an estimated fair value of \$32.001 billion and \$32.565 billion, respectively. The estimated fair value of our publicly traded debt is based on quoted market values for the debt. To estimate the fair value of debt issuances for which there are no quoted market prices, we use interest rates available to us for debt issuances with similar terms and remaining maturities.

Some of our loan agreements require that we maintain certain financial ratios based on our debt and our operating income before depreciation and amortization. We were in compliance with all financial covenants for all periods presented. See Note 18 for a discussion of our subsidiary guarantee structures.

As of December 31, 2008 and 2007, accrued interest was \$520 million and \$546 million, respectively.

#### Debt Maturities

As of December 31, 2008 (in millions)	
2009	\$ 2,278
2010	\$ 1,183
2011	\$ 1,810
2012	\$ 853
2013	\$ 4,768
Thereafter	\$ 21,564

## Debt Issuances and Borrowings

Year ended December 31, 2008 (in millions)

Revolving bank credit facility due 2013	\$ 1,510
5.70% notes due 2018	1,000
6.40% notes due 2038	1,000
Other, net	25
<b>Total</b>	<b>\$ 3,535</b>

We used the net proceeds of these issuances and borrowings for the repayment of certain debt obligations, the repurchase of our common stock, the purchase of investments, working capital and general corporate purposes.

## Debt Redemptions and Repayments

Year ended December 31, 2008 (in millions)

Commercial paper	\$ 300
Revolving bank credit facility due 2013	505
6.2% notes due 2008	800
7.625% notes due 2008	350
9.0% notes due 2008	300
ZONES due 2029	264
Other, net	91
<b>Total</b>	<b>\$ 2,610</b>

## Debt Instruments

### Commercial Paper Program

Our commercial paper program provides a lower cost borrowing source of liquidity to fund our short-term working capital requirements. The program allows for a maximum of \$2.25 billion of commercial paper to be issued at any one time. Our revolving bank credit facility supports this program. Amounts outstanding under the program are classified as long term in our consolidated balance sheet because we have both the ability and the intent to refinance these obligations, if necessary, on a long-term basis using funds available through our revolving bank credit facility.

### Revolving Bank Credit Facility

In January 2008, we entered into an amended and restated revolving bank credit facility that may be used for general corporate purposes. This amendment increased the size of our existing revolving bank credit facility from \$5.0 billion to \$7.0 billion and extended the maturity of the loan commitment from October 2010 to January 2013. The base rate, chosen at our option, is either the London Interbank Offered Rate ("LIBOR") or the greater of the

prime rate or the Federal Funds rate plus 0.5%. The borrowing margin is based on our senior unsecured debt ratings. As of December 31, 2008, the interest rate for borrowings under the credit facility was LIBOR plus 0.35%. In December 2008, we terminated a \$200 million commitment to our credit facility by Lehman Brothers Bank, FSB ("Lehman") as a result of Lehman's default under a borrowing request. At a discounted value, we repaid Lehman's portion of our outstanding credit facility, along with accrued interest and fees. Subsequent to this termination, the size of the credit facility is \$6.8 billion.

### Lines and Letters of Credit

As of December 31, 2008, we and certain of our subsidiaries had unused lines of credit totaling \$5.501 billion under various credit facilities and unused irrevocable standby letters of credit totaling \$337 million to cover potential fundings under various agreements.

### ZONES

At maturity, holders of our 2.0% Exchangeable Subordinated Debentures due 2029 (the "ZONES") are entitled to receive in cash an amount equal to the higher of the principal amount of the outstanding ZONES of \$1.060 billion or the market value of approximately 14.1 million shares of Sprint Nextel common stock and approximately 0.7 million shares of Embarq common stock. Before maturity, each of the ZONES is exchangeable at the holder's option for an amount of cash equal to 95% of the aggregate market value of one share of Sprint Nextel common stock and 0.05 shares of Embarq common stock.

We separate the accounting for the ZONES into derivative and debt components. The following table presents the change in the carrying value of the debt component and the change in the fair value of the derivative component (see Note 6).

(in millions)	Debt Component	Derivative Component	Total
Balance as of January 1, 2008	\$ 625	\$ 81	\$ 706
Change in debt component to interest expense	24	—	24
Change in derivative component to investment income (loss), net	—	(58)	(58)
Repurchases and retirements	(264)	—	(264)
<b>Balance as of December 31, 2008</b>	<b>\$ 385</b>	<b>\$ 23</b>	<b>\$ 408</b>

## Interest Rate Risk Management

We are exposed to the market risk of adverse changes in interest rates. To manage the volatility relating to these exposures, our policy is to maintain a mix of fixed-rate and variable-rate debt and to use interest rate derivative transactions.

Using swaps, we agree to exchange, at specified dates, the difference between fixed and variable interest amounts calculated by reference to an agreed-upon notional principal amount. The table below summarizes the terms of our existing swaps.

### Fixed to Variable Swaps

December 31 (in millions)	2008	2007
Maturities	2009-2018	2008-2014
Notional amount	\$ 3,500	\$ 3,200
Average pay rate	3.9%	6.8%
Average receive rate	5.8%	5.9%
Estimated fair value	\$ 309	\$ 17

The notional amounts presented in the table above are used to measure interest to be paid or received and do not represent the amount of exposure to credit loss. The estimated fair value represents the approximate amount of proceeds or payments required to settle the contracts.

In 2008, 2007 and 2006, the effect of our interest rate derivative financial instruments was an (decrease) increase to our interest expense of approximately \$(34) million, \$43 million and \$39 million, respectively.

## Note 10: Postretirement, Pension and Other Employee Benefit Plans

The table below provides condensed information on our postretirement and pension benefit plans.

Year ended December 31 (in millions)	2008		2007		2006	
	Postretirement Benefits	Pension Benefits	Postretirement Benefits	Pension Benefits	Postretirement Benefits	Pension Benefits
Benefit obligation	\$ 338	\$ 181	\$ 280	\$ 179	\$ 280	\$ 184
Fair value of plan assets	\$ —	\$ 152	\$ —	\$ 157	\$ —	\$ 122
Plan funded status and recorded benefit obligation	\$ (338)	\$ (29)	\$ (280)	\$ (22)	\$ (280)	\$ (62)
Portion of benefit obligation not yet recognized in benefits expense	\$ (18)	\$ 67	\$ (39)	\$ 1	\$ (4)	\$ 12
Benefits expense	\$ 36	\$ 1	\$ 34	\$ 4	\$ 29	\$ 8
Discount rate	6.15%	6.00%	6.65%	6.25%	6.00%	5.75%
Expected return on plan assets	N/A	8.00%	N/A	8.00%	N/A	7.00%

### Postretirement Benefit Plans

Our postretirement medical benefits cover substantially all of our employees who meet certain age and service requirements. The majority of eligible employees participate in the Comcast Postretirement Healthcare Stipend Program (the “stipend plan”), and a small number of eligible employees participate in legacy plans of acquired companies. The stipend plan provides an annual stipend for reimbursement of healthcare costs to each eligible employee based on years of service. Under the stipend plan, we are not exposed to the increasing costs of healthcare because the benefits are fixed at a predetermined amount.

### Pension Benefit Plans

We sponsor two pension plans that together provide benefits to substantially all former employees of a previously acquired company. Future benefits for both plans have been frozen.

### Other Employee Benefits

#### Deferred Compensation Plans

We maintain unfunded, nonqualified deferred compensation plans for certain members of management and nonemployee directors (each a “participant”). The amount of compensation deferred by each participant is based on participant elections. Participant accounts are credited with income primarily based on a fixed annual rate. Participants are eligible to receive distributions of the amounts credited to their account based on elected deferral periods that are consistent with the plans and applicable tax law. We have purchased life insurance policies to fund a portion of the unfunded obligation related to our deferred compensation plans. As of December 31, 2008 and 2007, the cash surrender value of these policies, which are recorded in other noncurrent assets, was approximately \$147 million and \$112 million, respectively.

## Deferred Compensation Plans

Year ended December 31 (in millions)	2008	2007	2006
Benefit obligation	<b>\$797</b>	\$672	\$554
Interest expense	<b>\$ 76</b>	\$ 65	\$ 50

## Split Dollar Life Insurance

We also have collateral assignment split-dollar life insurance agreements with select key employees that require us to bear certain insurance-related costs. Under some of these agreements, our obligation to provide benefits to the employees extends beyond retirement.

On January 1, 2008, in connection with the adoption of EITF 06-10, we adjusted beginning retained earnings and recorded a liability of \$132 million for the present value of the postretirement benefit obligation related to our split-dollar life insurance agreements (see Note 3). As of December 31, 2008, this benefit obligation was \$145 million. The related expenses were \$24 million for the year ended December 31, 2008.

## Retirement Investment Plans

We sponsor several 401(k) retirement plans that allow eligible employees to contribute a portion of their compensation through payroll deductions in accordance with specified guidelines. We match a percentage of the employees' contributions up to certain limits. For the years ended December 31, 2008, 2007 and 2006, expenses related to these plans amounted to \$178 million, \$150 million and \$125 million, respectively.

## Note 11: Stockholders' Equity

### Common Stock

In the aggregate, holders of our Class A common stock have 66 $\frac{2}{3}$ % of the voting power of our common stock and holders of our Class B common stock have 33 $\frac{1}{3}$ % of the voting power of our common stock. Our Class A Special common stock is generally nonvoting. Each share of our Class B common stock is entitled to 15 votes. The number of votes held by each share of our Class A common stock depends on the number of shares of Class A and Class B common stock outstanding at any given time. The 33 $\frac{1}{3}$ % aggregate voting power of our Class B common stock cannot be diluted by additional issuances of any other class of common stock. Our Class B common stock is convertible, share for share, into Class A or Class A Special common stock, subject to certain restrictions.

## Share Repurchase and Dividends

In 2007, our Board of Directors authorized a \$7 billion addition to our existing share repurchase authorization. Under this authorization, we may repurchase shares in the open market or in private transactions, subject to market conditions. As of December 31, 2008, we had approximately \$4.1 billion of availability remaining under our share repurchase authorization. We have previously indicated our plan to fully use our remaining share repurchase authorization by the end of 2009, subject to market conditions. However, due to difficult economic conditions and instability in the capital markets, it is unlikely we will complete our share repurchase authorization by the end of 2009 as previously planned. The table below shows our aggregate repurchases during 2008, 2007 and 2006.

### Share Repurchases

(in millions)	2008	2007	2006
Aggregate consideration	<b>\$2,800</b>	\$3,102	\$2,347
Shares repurchased	<b>141</b>	133	113

Our Board of Directors declared a dividend of \$0.0625 per share for each quarter in 2008, totaling approximately \$727 million, of which approximately \$547 million was paid in 2008. We expect to continue to pay quarterly dividends, though each subsequent dividend is subject to approval by our Board of Directors. We did not declare or pay any cash dividends in 2007 or 2006.

### Accumulated Other Comprehensive Income (Loss)

The table below presents our accumulated other comprehensive income (loss), net of taxes.

Year ended December 31 (in millions)	2008	2007
Unrealized gains (losses) on marketable securities	<b>\$ 19</b>	\$ 27
Unrealized gains (losses) on cash flow hedges	<b>(97)</b>	(110)
Unrealized gains (losses) on employee benefit obligations	<b>(31)</b>	24
Cumulative translation adjustments	<b>(4)</b>	3
Accumulated other comprehensive income (loss)	<b>\$ (113)</b>	\$ (56)

Unrealized losses on cash flow hedges in the table above relate to our interest rate lock agreements entered into to fix the interest rates of certain of our debt obligations in advance of their issuance. Unless we retire this debt early, these unrealized losses as of December 31, 2008 will be reclassified as an adjustment to interest expense over 9 years, the same period over which the related interest costs are recognized in earnings.



## Note 12: Share-Based Compensation

Our Board of Directors may grant share-based awards, in the form of stock options and RSUs, to certain employees and directors. Additionally, through our employee stock purchase plan, employees are able to purchase shares of Comcast Class A stock at a discount through payroll deductions.

### Recognized Share-Based Compensation Expense Under SFAS 123R

Year ended December 31 (in millions)	2008	2007	2006
Stock options	\$ 99	\$ 74	\$120
Restricted share units	96	79	62
Employee stock purchase plan	13	11	8
Total	\$208	\$164	\$190
Tax benefit	\$ 71	\$ 56	\$ 66

As of December 31, 2008, we had unrecognized pretax compensation expense of \$292 million and \$279 million related to nonvested stock options and nonvested RSUs, respectively, that will be recognized over a weighted average period of approximately 2.0 years. The amount of share-based compensation capitalized was not material to our consolidated financial statements for the periods presented.

When stock options are exercised or RSU awards are settled through the issuance of shares, any income tax benefit realized in excess of the amount associated with compensation expense that was previously recognized for financial reporting purposes is presented as a financing activity rather than as an operating activity in our consolidated statement of cash flows. The excess cash income tax benefit classified as a financing cash inflow in 2008, 2007 and 2006 was approximately \$15 million, \$33 million and \$33 million, respectively.

### Option Plans

We maintain stock option plans for certain employees under which fixed-price stock options may be granted and the option price is generally not less than the fair value of a share of the underlying stock at the date of grant. Under our stock option plans, a combined total of approximately 226 million shares of our Class A and Class A Special common stock are reserved for the exercise of stock options, including those outstanding as of December 31, 2008. Option terms are generally 10 years, with options generally becoming exercisable between 2 and 9.5 years from the date of grant.

We use the Black-Scholes option pricing model to estimate the fair value of each stock option on the date of grant. The Black-Scholes option pricing model uses the assumptions summarized in the table below. Dividend yield is based on the yield at the date of grant. Expected volatility is based on a blend of implied and historical volatility of our Class A common stock. The risk-free rate is based on the U.S. Treasury yield curve in effect at the date of grant. We use historical data on the exercise of stock options and other factors expected to impact holders' behavior to estimate the expected term of the options granted. The table below summarizes the weighted-average fair values at the date of grant of a Class A common stock option granted under our stock option plans and the related weighted-average valuation assumptions.

### Stock Option Fair Value and Significant Assumptions

	2008	2007	2006
Fair value	\$ 6.47	\$ 9.61	\$ 7.30
Dividend yield	1.3%	0%	0%
Expected volatility	32.8%	24.3%	26.9%
Risk-free interest rate	3.0%	4.5%	4.8%
Expected option life (in years)	7.0	7.0	7.0

In 2007, we began granting net settled stock options instead of stock options exercised with a cash payment ("cash settled stock options"). In net settled stock options, an employee receives the number of shares equal to the number of options being exercised less the number of shares necessary to satisfy the cost to exercise the options and, if applicable, taxes due on exercise based on the fair value of the shares at the exercise date. The change to net settled stock options will result in fewer shares being issued and no cash proceeds being received by us when a net settled option is exercised. Following the change, we offered employees the opportunity to modify their outstanding stock options from cash settled to net settled. The modifications that were made did not result in any additional compensation expense.

## 2008 Stock Option Activity

	Cash Settled Options (in thousands)	Net Settled Options (in thousands)	Weighted- Average Exercise Price	Weighted- Average Remaining Contractual Term (in years)	Aggregate Intrinsic Value (in millions)
<b>Class A Common Stock</b>					
Outstanding as of January 1, 2008	56,272	62,246	\$ 25.07		
Modified (cash-settled to net-settled)	(505)	505	\$ 19.14		
Granted	—	24,728	\$ 18.98		
Exercised	(2,254)	(1,245)	\$ 18.10		
Forfeited	(986)	(2,911)	\$ 21.16		
Expired	(6,216)	(2,408)	\$ 36.84		
Outstanding as of December 31, 2008	46,311	80,915	\$ 23.41	5.6	\$ 2.1
Weighted-average exercise price, as of December 31, 2008	\$ 25.91	\$ 21.96			
Exercisable as of December 31, 2008	38,598	27,937	\$ 25.89	3.5	\$ 1.1
Weighted-average exercise price, as of December 31, 2008	\$ 27.38	\$ 23.83			
<b>Class A Special Common Stock</b>					
Outstanding as of January 1, 2008	15,206	41,396	\$ 22.41		
Modified (cash-settled to net-settled)	(962)	962	\$ 27.89		
Exercised	(1,747)	(5,679)	\$ 11.29		
Forfeited	(11)	(2)	\$ 23.44		
Expired	(815)	(79)	\$ 24.41		
Outstanding as of December 31, 2008	11,671	36,598	\$ 24.08	2.0	\$ 2.6
Weighted-average exercise price, as of December 31, 2008	\$ 23.34	\$ 24.32			
Exercisable as of December 31, 2008	11,232	32,489	\$ 24.15	1.9	\$ 2.3
Weighted-average exercise price, as of December 31, 2008	\$ 23.47	\$ 24.39			

Cash received from cash settled options exercised during the year ended December 31, 2008 was \$49 million.

The table below summarizes information on exercised stock options.

Year ended December 31 (in millions)	2008	2007	2006
Intrinsic value of options exercised	\$ 85	\$ 171	\$ 180
Tax benefit of options exercised	\$ 30	\$ 58	\$ 62

The stock option information above does not include 9.0 million stock options outstanding, with a weighted average exercise price

of \$31.41 per share, for the year ended December 31, 2008. These stock options were issued under a stock option liquidity program in 2005 and will expire by the end of 2012.

We also maintain a deferred stock option plan for certain employees and directors that provided the optionees with the opportunity to defer the receipt of shares of Class A or Class A Special common stock that would otherwise be deliverable when the stock options are exercised. As of December 31, 2008, approximately 2.0 million shares of Class A Special common stock were issuable under exercised options, the receipt of which was irrevocably deferred by the optionees under the deferred stock option plan.



## Restricted Stock Plan

We maintain a restricted stock plan under which certain employees and directors ("participants") may be granted RSU awards in units of Class A or Class A Special common stock. Under the restricted stock plan, a combined total of approximately 50 million shares of our Class A and Class A Special common stock are reserved for issuance, including those outstanding as of December 31, 2008. RSUs, which are valued based on the closing price on the date of grant and discounted for the lack of dividends, if any, during the vesting period, entitle participants to receive, at the time of vesting, one share of common stock for each RSU. The awards vest annually, generally over a period not to exceed 5 years, and do not have voting or dividend rights.

The table below summarizes the weighted-average fair value at the date of grant of the RSUs.

	2008	2007	2006
Weighted-average fair value	<b>\$ 18.06</b>	\$ 25.65	\$ 19.98

## 2008 Restricted Stock Plan Activity

	Nonvested Restricted Share Unit Awards (in thousands)	Weighted- Average Grant Date Fair Value
--	---	---

### Class A Common Stock

Nonvested awards as of		
January 1, 2008	<b>16,456</b>	\$ 21.97
Granted	<b>8,652</b>	\$ 18.06
Vested	<b>(3,342)</b>	\$ 21.64
Forfeited	<b>(1,430)</b>	\$ 20.87

Nonvested awards as of		
<b>December 31, 2008</b>	<b>20,336</b>	<b>\$ 19.64</b>

The table below summarizes information on vested RSUs.

Year ended December 31 (in millions)	2008	2007	2006
Fair value of RSUs vested	<b>\$ 65</b>	\$ 75	\$ 32
Tax benefit of RSUs vested	<b>\$ 23</b>	\$ 24	\$ 9

The restricted stock plan also provides certain employees and directors the opportunity to defer the receipt of shares of Class A or Class A Special common stock that would otherwise be deliverable when their RSUs vest. As of December 31, 2008, approximately 941,000 and 89,000 shares of Class A common stock and Class A Special common stock, respectively, were issuable under vested RSU awards, the receipt of which was irrevocably deferred by participants.

## Employee Stock Purchase Plan

We maintain an employee stock purchase plan that offers employees the opportunity to purchase shares of Class A common stock at a 15% discount. We recognize the fair value of the discount associated with shares purchased under the plan as share-based compensation expense in accordance with SFAS No. 123R. The employee cost associated with participation in the plan was satisfied with payroll withholdings of approximately \$50 million, \$48 million and \$35 million in 2008, 2007 and 2006, respectively.

## Note 13: Income Taxes

### Components of Income Tax (Expense) Benefit

Year ended December 31 (in millions)	2008	2007	2006
Current (expense) benefit			
Federal	<b>\$ (751)</b>	\$ (1,280)	\$ (887)
State	<b>(287)</b>	(273)	(77)
	<b>(1,038)</b>	(1,553)	(964)
Deferred (expense) benefit			
Federal	<b>(547)</b>	(128)	(301)
State	<b>52</b>	(119)	(82)
	<b>(495)</b>	(247)	(383)
Income tax (expense) benefit	<b>\$ (1,533)</b>	\$ (1,800)	\$ (1,347)

Our income tax expense differs from the federal statutory amount because of the effect of the items detailed in the table below.

Year ended December 31 (in millions)	2008	2007	2006
Federal tax at statutory rate	<b>\$ (1,420)</b>	\$ (1,522)	\$ (1,258)
State income taxes, net of federal benefit	<b>(45)</b>	(153)	(132)
Nondeductible losses from joint ventures and equity in net (losses) income of affiliates, net	<b>1</b>	3	18
Adjustments to uncertain and effectively settled tax positions	<b>(34)</b>	(35)	93
Accrued interest on uncertain and effectively settled tax positions	<b>(65)</b>	(110)	64
Other	<b>30</b>	17	(132)
Income tax expense	<b>\$ (1,533)</b>	\$ (1,800)	\$ (1,347)

### Components of Net Deferred Tax Liability

December 31 (in millions)	2008	2007
Deferred Tax Assets:		
Net operating loss carryforwards	\$ 220	\$ 252
Differences between book and tax basis of long-term debt	153	163
Nondeductible accruals and other	1,351	1,225
	<b>1,724</b>	1,640
Deferred Tax Liabilities:		
Differences between book and tax basis of property and equipment and intangible assets	27,354	25,935
Differences between book and tax basis of investments	588	1,542
Differences between book and tax basis of indexed debt securities	472	829
	<b>28,414</b>	28,306
Net deferred tax liability	<b>\$ 26,690</b>	\$ 26,666

Changes in net deferred income tax liabilities in 2008 that were not recorded as deferred income tax expense relate to reductions in deferred income tax liabilities of \$79 million associated with acquisition-related purchase price allocations, of \$365 million related to the settlement of an uncertain tax position of an acquired entity and of \$27 million associated with items included in other comprehensive income (loss).

Net deferred tax assets included in current assets are primarily related to our current investments and current liabilities. As of December 31, 2008, we had federal net operating loss carryforwards of \$229 million and various state net operating loss carryforwards that expire in periods through 2028. The determination of the state net operating loss carryforwards is dependent on our subsidiaries' taxable income or loss, apportionment percentages, and state laws that can change from year to year and impact the amount of such carryforwards.

In 2008, 2007 and 2006, income tax benefits attributable to share-based compensation of approximately \$28 million, \$49 million and \$60 million, respectively, were allocated to stockholders' equity.

### Uncertain Tax Positions

We adopted FIN 48 on January 1, 2007, at which time we recorded a cumulative effect adjustment increasing retained earnings by \$60 million. Our uncertain tax positions as of December 31, 2008 totaled \$1.45 billion, excluding the federal benefits on state tax positions that have been recorded as deferred income taxes. If we were to recognize the tax benefit for

such positions in the future, approximately \$1.2 billion would impact our effective tax rate with the remaining amount impacting deferred income taxes.

### Reconciliation of Unrecognized Tax Benefits

(in millions)	2008	2007
Balance as of January 1	<b>\$ 1,921</b>	\$ 2,099
Additions based on tax positions related to the current year	55	65
Additions based on tax positions related to prior years	30	18
Reductions for tax positions of prior years	(411)	(157)
Reductions due to expiration of statute of limitations	(3)	(3)
Settlements with taxing authorities	(142)	(101)
<b>Balance as of December 31</b>	<b>\$ 1,450</b>	\$ 1,921

As of December 31, 2008 and 2007, we had accrued approximately \$787 million and \$766 million, respectively, of interest associated with our uncertain tax positions.

During 2008, we recognized approximately \$411 million of income tax benefits as a result of the settlement of an uncertain tax position of an acquired entity. The tax position related to the deductibility of certain costs incurred in connection with a business acquisition. The primary impacts of the settlement were reductions to our deferred income tax and other long-term liabilities of approximately \$542 million, a reduction to goodwill of approximately \$477 million and a reduction to income tax expense of approximately \$65 million.

We are litigating an uncertain tax position which is scheduled for trial in October 2009. As a result, it is reasonably possible that our uncertain tax positions could significantly change within the next 12 months. We are unable to estimate the range of possible change.

During 2007, the Internal Revenue Service ("IRS") completed its examination of our income tax returns for the years 2000 through 2004. The IRS proposed certain adjustments that relate primarily to certain financing transactions. We are currently disputing those proposed adjustments, but if the adjustments are sustained, they would not have a material impact on our effective tax rate. The IRS is currently examining our 2005 and 2006 tax returns and various states are currently conducting examinations of our income tax returns for years through 2007. In addition, the statutes of limitations could expire for certain of our tax returns over the next 12 months, which could result in decreases to our uncertain tax positions. These adjustments are not expected to have a material impact on our effective tax rate.

## Note 14: Statement of Cash Flows — Supplemental Information

### Cash Payments for Interest and Income Taxes

Year ended December 31 (in millions)	2008	2007	2006
Interest	\$ 2,256	\$ 2,134	\$ 1,880
Income taxes	\$ 762	\$ 1,638	\$ 1,284

### Noncash Financing and Investing Activities

During 2008, we:

- exchanged our 50% interest in the Insight asset pool for Insight's 50% interest in the Comcast asset pool, which is a noncash investing activity
- recorded a liability of approximately \$180 million for a quarterly cash dividend of \$0.0625 per common share paid in January 2009, which is a noncash financing activity
- acquired approximately \$559 million of property and equipment and software that are accrued but unpaid, which is a noncash investing activity
- issued an interest in a consolidated entity with a value of approximately \$145 million in exchange for certain programming rights, which is a noncash investing activity

During 2007, we:

- exchanged our 50% interest in the Kansas City asset pool for TWC's 50% interest in the Houston asset pool, which is a non-cash investing activity
- settled the remaining outstanding \$49 million face amount of exchangeable notes by delivering approximately 1.8 million of the 2.2 million underlying Vodafone ADRs to the counterparty, which is a noncash financing and investing activity
- entered into capital leases totaling \$46 million, which is a non-cash investing and financing activity
- acquired approximately \$593 million of property and equipment and software that are accrued but unpaid, which is a noncash investing activity

During 2006, we:

- exchanged investments for cable systems in the redemptions with a fair value of approximately \$3.2 billion and cable systems for cable systems in the exchanges with a fair value of approximately \$8.5 billion, which are noncash investing activities

- acquired an additional equity interest with a fair value of \$21 million and recorded a liability for a corresponding amount in connection with our achievement of certain customer launch milestones, which is a noncash investing and operating activity
- assumed a \$185 million principal amount variable-rate term loan in connection with the Susquehanna transaction, which is a noncash financing and investing activity
- acquired approximately \$314 million of property and equipment and software that are accrued but unpaid, which is a noncash investing activity

## Note 15: Commitments and Contingencies

### Commitments

Our programming networks have entered into license agreements for programs and sporting events that are available for telecast. In addition, we, through Comcast Spectacor, have employment agreements with both players and coaches of our professional sports teams. Certain of these employment agreements, which provide for payments that are guaranteed regardless of employee injury or termination, are covered by disability insurance if certain conditions are met.

One of our subsidiaries supports debt compliance with respect to obligations of a cable television investment in which we hold an ownership interest. The obligation expires March 2011. Although there can be no assurance, we believe that we will not be required to meet our obligation under such commitment. The total notional amount of our commitment was \$410 million as of December 31, 2008, at which time there were no quoted market prices for similar agreements. This amount reflects a decrease of approximately \$555 million from December 31, 2007, primarily as a result of the Insight transaction (see Note 5).

The table below summarizes our minimum annual commitments under the programming license agreements of our programming networks and regional sports networks and our minimum annual rental commitments for office space, equipment and transponder service agreements under noncancelable operating leases.

As of December 31, 2008 (in millions)	Program License Agreements	Operating Leases
2009	\$ 559	\$ 385
2010	\$ 593	\$ 317
2011	\$ 578	\$ 225
2012	\$ 510	\$ 176
2013	\$ 516	\$ 152
Thereafter	\$ 5,145	\$ 833

The following table summarizes our rental expense and programming license expense charged to operations:

Year ended December 31 (in millions)	2008	2007	2006
Rental expense	<b>\$ 436</b>	\$ 358	\$ 273
Programming license expense	<b>\$ 548</b>	\$ 484	\$ 350

## Contingencies

We and the minority owner group in Comcast Spectacor each have the right to initiate an exit process under which the fair market value of Comcast Spectacor would be determined by appraisal. Following such determination, we would have the option to acquire the 24.3% interest in Comcast Spectacor owned by the minority owner group based on the appraised fair market value. In the event we do not exercise this option, we and the minority owner group would then be required to use our best efforts to sell Comcast Spectacor. This exit process includes the minority owner group's interest in Comcast SportsNet (Philadelphia).

The minority owners in certain of our technology development ventures also have rights to trigger an exit process after a certain period of time based on the fair value of the entities at the time the exit process is triggered.

## Antitrust Cases

We are defendants in two purported class actions originally filed in December 2003 in the United States District Courts for the District of Massachusetts and the Eastern District of Pennsylvania. The potential class in the Massachusetts case is our subscriber base in the "Boston Cluster" area, and the potential class in the Pennsylvania case is our subscriber base in the "Philadelphia and Chicago Clusters," as those terms are defined in the complaints. In each case, the plaintiffs allege that certain subscriber exchange transactions with other cable providers resulted in unlawful horizontal market restraints in those areas and seek damages under antitrust statutes, including treble damages.

Our motion to dismiss the Pennsylvania case on the pleadings was denied in December 2006 and classes of Philadelphia Cluster and Chicago Cluster subscribers were certified in May 2007 and October 2007, respectively. Our motion to dismiss the Massachusetts case, which was transferred to the Eastern District of Pennsylvania in December 2006, was denied in July 2007. We are proceeding with discovery on plaintiffs' claims concerning the Philadelphia Cluster. Plaintiffs' claims concerning the other two clusters are stayed pending determination of the Philadelphia Cluster claims.

In addition, we are among the defendants in a purported class action filed in the United States District Court for the Central District of California ("Central District") in September 2007. The plaintiffs allege that the defendants who produce video programming have entered into agreements with the defendants who

distribute video programming via cable and satellite (including us, among others), which preclude the distributors from reselling channels to subscribers on an "unbundled" basis in violation of federal antitrust laws. The plaintiffs seek treble damages for the loss of their ability to pick and choose the specific "bundled" channels to which they wish to subscribe, and injunctive relief requiring each distributor defendant to resell certain channels to its subscribers on an "unbundled" basis. The potential class is comprised of all persons residing in the United States who have subscribed to an expanded basic level of video service provided by one of the distributor defendants. We and the other defendants filed motions to dismiss an amended complaint in April 2008. In June 2008, the Central District denied the motions to dismiss. In July 2008, we and the other defendants filed motions to certify certain issues decided in the Central District's June 2008 order for interlocutory appeal to the Ninth Circuit Court of Appeals. On August 8, 2008, the Central District denied the certification motions. In January 2009, the Central District approved a stipulation between the parties dismissing the action as to one of the two plaintiffs identified in the amended complaint as a Comcast subscriber. Discovery relevant to plaintiffs' anticipated motion for class certification is currently proceeding, with plaintiffs scheduled to file their class certification motion in April 2009.

## Securities and Related Litigation

We and several of our current and former officers were named as defendants in a purported class action lawsuit filed in the United States District Court for the Eastern District of Pennsylvania ("Eastern District") in January 2008. We filed a motion to dismiss the case in February 2008. The plaintiff did not respond, but instead sought leave to amend the complaint, which the court granted. The plaintiff filed an amended complaint in May 2008 naming only us and two current officers as defendants. The alleged class was comprised of purchasers of our publicly issued securities between February 1, 2007 and December 4, 2007. The plaintiff asserted that during the alleged class period, the defendants violated federal securities laws through alleged material misstatements and omissions relating to forecast results for 2007. The plaintiff sought unspecified damages. In June 2008, we filed a motion to dismiss the amended complaint. In an order dated August 25, 2008, the Court granted our motion to dismiss and denied the plaintiff permission to amend the complaint again. The plaintiff has not timely appealed the Court's decision, so the dismissal of this case is final.

We and several of our current officers have been named as defendants in a separate purported class action lawsuit filed in the Eastern District in February 2008. The alleged class comprises participants in our retirement-investment (401(k)) plan that invested in the plan's company stock account. The plaintiff asserts that the defendants breached their fiduciary duties in managing the plan. The plaintiff seeks unspecified damages. The plaintiff filed an amended complaint in June 2008, and in July 2008 we filed a motion to dismiss the amended complaint. On October 29, 2008,

the Court granted in part and denied in part that motion. The Court dismissed a claim alleging that defendants failed to provide complete and accurate disclosures concerning the plan, but did not dismiss claims alleging that plan assets were imprudently invested in company stock. We filed an answer to the amended complaint on December 11, 2008, and discovery is proceeding in the action.

#### Patent Litigation

We are a defendant in several unrelated lawsuits claiming infringement of various patents relating to various aspects of our businesses. In certain of these cases other industry participants are also defendants, and also in certain of these cases we expect that any potential liability would be in part or in whole the responsibility of our equipment vendors under applicable contractual indemnification provisions.

\* \* \*

We believe the claims in each of the actions described above in this item are without merit and intend to defend the actions vigorously. Although we cannot predict the outcome of any of the actions described above or how the final resolution of any such actions would impact our results of operations or cash flows for any one period or our consolidated financial condition, the final disposition of any of the above actions is not expected to have a material adverse effect on our consolidated financial position, but could possibly be material to our consolidated results of operations or cash flows for any one period.

#### Other

We are subject to other legal proceedings and claims that arise in the ordinary course of our business. While the amount of ultimate liability with respect to such actions is not expected to materially affect our financial position, results of operations or cash flows, any litigation resulting from any such legal proceedings or claims could be time consuming, costly and injure our reputation.

## Note 16: Financial Data by Business Segment

Our reportable segments consist of our Cable and Programming businesses. In evaluating the profitability of our segments, the components of net income (loss) below operating income (loss) before depreciation and amortization are not separately evaluated by our management. Assets are not allocated to segments for management reporting although approximately 95% of our assets relate to the Cable segment. Our financial data by business segment is presented in the table below.

(in millions)	Cable <sup>(a)(b)</sup>	Programming <sup>(c)</sup>	Corporate and Other <sup>(d)(e)</sup>	Eliminations <sup>(e)(f)</sup>	Total
<b>2008</b>					
Revenue <sup>(g)</sup>	\$ 32,443	\$ 1,426	\$ 644	\$ (257)	\$ 34,256
Operating income (loss) before depreciation and amortization <sup>(h)</sup>	13,170	362	(399)	(1)	13,132
Depreciation and amortization	6,125	199	107	(31)	6,400
Operating income (loss)	7,045	163	(506)	30	6,732
Capital expenditures	5,545	44	161	—	5,750
<b>2007</b>					
Revenue <sup>(g)</sup>	\$ 29,305	\$ 1,314	\$ 515	\$ (239)	\$ 30,895
Operating income (loss) before depreciation and amortization <sup>(h)</sup>	11,922	286	(425)	3	11,786
Depreciation and amortization	5,924	223	100	(39)	6,208
Operating income (loss)	5,998	63	(525)	42	5,578
Capital expenditures	5,993	35	130	—	6,158
<b>2006</b>					
Revenue <sup>(g)</sup>	\$ 24,042	\$ 1,054	\$ 412	\$ (542)	\$ 24,966
Operating income (loss) before depreciation and amortization <sup>(h)</sup>	9,667	239	(318)	(146)	9,442
Depreciation and amortization	4,657	167	79	(80)	4,823
Operating income (loss)	5,010	72	(397)	(66)	4,619
Capital expenditures	4,244	16	31	104	4,395

(a) For the years ended December 31, 2008, 2007 and 2006, Cable segment revenue was derived from the following services:

	2008	2007	2006
Video	58.0%	60.4%	62.6%
High-speed Internet	22.3%	21.9%	20.6%
Phone	8.2%	6.0%	3.8%
Advertising	4.7%	5.2%	6.1%
Franchise fees	2.8%	2.8%	3.0%
Other	4.0%	3.7%	3.9%
Total	100.0%	100.0%	100.0%

Subscription revenue received from customers who purchase bundled services at a discounted rate is allocated proportionally to each service based on the individual service's price on a stand-alone basis.

(b) Our Cable segment includes our regional sports networks.

(c) Our Programming segment consists primarily of our consolidated national programming networks, including E!, Golf Channel, VERSUS, G4 and Style.

(d) Corporate and Other activities include Comcast Interactive Media, Comcast Spectacor, a portion of operating results of our less than wholly owned technology development ventures (see "(e)" below), corporate activities and all other businesses not presented in our Cable or Programming segments.

(e) We consolidate our less than wholly owned technology development ventures that we control or of which we are considered the primary beneficiary. These ventures are with various corporate partners, such as Motorola and Gemstar. The ventures have been created to share the costs of development of new technologies for set-top boxes and other devices. The results of these entities are included within Corporate and Other except for cost allocations, which are made to the Cable segment based on our percentage ownership in each entity.

(f) Included in the Eliminations column are transactions that our segments enter into with one another. The most common types of transactions are the following:

- our Programming segment generates revenue by selling cable network programming to our Cable segment, which represents a substantial majority of the revenue elimination amount
- our Cable segment receives incentives offered by our Programming segment when negotiating programming contracts that are recorded as a reduction of programming expenses
- our Cable segment generates revenue by selling advertising and by selling the use of satellite feeds to our Programming segment
- our Cable segment generates revenue by providing network services to Comcast Interactive Media

(g) Non-U.S. revenue was not significant in any period. No single customer accounted for a significant amount of our revenue in any period.

(h) To measure the performance of our operating segments, we use operating income before depreciation and amortization, excluding impairments related to fixed and intangible assets, and gains or losses from the sale of assets, if any. This measure eliminates the significant level of noncash depreciation and amortization expense that results from the capital-intensive nature of our businesses and from intangible assets recognized in business combinations. It is also unaffected by our capital structure or investment activities. We use this measure to evaluate our consolidated operating performance, the operating performance of our operating segments, and to allocate resources and capital to our operating segments. It is also a significant performance measure in our annual incentive compensation programs. We believe that this measure is useful to investors because it is one of the bases for comparing our operating performance with other companies in our industries, although our measure may not be directly comparable to similar measures used by other companies. This measure should not be considered a substitute for operating income (loss), net income (loss), net cash provided by operating activities or other measures of performance or liquidity reported in accordance with GAAP.

## Note 17: Quarterly Financial Information (Unaudited)

(in millions, except per share data)	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	Total Year
<b>2008</b>					
Revenue	\$ 8,389	\$ 8,553	\$ 8,549	\$ 8,765	\$ 34,256
Operating income	\$ 1,555	\$ 1,750	\$ 1,670	\$ 1,757	\$ 6,732
Net income	\$ 732	\$ 632	\$ 771	\$ 412	\$ 2,547
Basic earnings per common share	\$ 0.24	\$ 0.21	\$ 0.26	\$ 0.14	\$ 0.87
Diluted earnings per common share	\$ 0.24	\$ 0.21	\$ 0.26	\$ 0.14	\$ 0.86
Dividends declared per common share	\$ 0.0625	\$ 0.0625	\$ 0.0625	\$ 0.0625	\$ 0.25
<b>2007</b>					
Revenue	\$ 7,388	\$ 7,712	\$ 7,781	\$ 8,014	\$ 30,895
Operating income	\$ 1,261	\$ 1,468	\$ 1,391	\$ 1,458	\$ 5,578
Net income	\$ 837	\$ 588	\$ 560	\$ 602	\$ 2,587
Basic earnings per common share	\$ 0.27	\$ 0.19	\$ 0.18	\$ 0.20	\$ 0.84
Diluted earnings per common share	\$ 0.26	\$ 0.19	\$ 0.18	\$ 0.20	\$ 0.83
Dividends declared per common share	\$ —	\$ —	\$ —	\$ —	\$ —



## Note 18: Condensed Consolidating Financial Information

Comcast Corporation and five of our cable holding company subsidiaries, Comcast Cable Communications, LLC ("CCCL"), Comcast Cable Communications Holdings, Inc. ("CCCH"), Comcast MO Group, Inc. ("Comcast MO Group"), Comcast Cable Holdings, LLC ("CCH") and Comcast MO of Delaware, LLC ("Comcast MO of Delaware"), have fully and unconditionally guaranteed each other's debt securities. Comcast MO Group, CCH and Comcast MO of Delaware are collectively referred to as the "Combined CCHMO Parents."

Comcast Corporation has unconditionally guaranteed Comcast Holdings' ZONES due October 2029 and its 10<sup>5</sup>/<sub>8</sub>% Senior Subordinated Debentures due 2012. Our condensed consolidating financial information is presented in the tables below.

### Condensed Consolidating Balance Sheet

As of December 31, 2008

(in millions)	Comcast Parent	CCCL Parent	CCCH Parent	Combined CCHMO Parents	Comcast Holdings	Non-Guarantor Subsidiaries	Elimination and Consolidation Adjustments	Consolidated Comcast Corporation
<b>Assets</b>								
Cash and cash equivalents	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 1,195	\$ —	\$ 1,195
Investments	—	—	—	—	—	59	—	59
Accounts receivable, net	—	—	—	—	—	1,626	—	1,626
Other current assets	171	8	—	—	—	657	—	836
Total current assets	171	8	—	—	—	3,537	—	3,716
Investments	—	—	—	—	—	4,783	—	4,783
Investments in and amounts due from subsidiaries eliminated upon consolidation	70,076	34,499	43,536	46,314	26,519	4,471	(225,415)	—
Property and equipment, net	306	—	—	—	—	24,138	—	24,444
Franchise rights	—	—	—	—	—	59,449	—	59,449
Goodwill	—	—	—	—	—	14,889	—	14,889
Other intangible assets, net	1	—	—	—	—	4,557	—	4,558
Other noncurrent assets, net	603	7	14	—	17	537	—	1,178
<b>Total assets</b>	<b>\$ 71,157</b>	<b>\$ 34,514</b>	<b>\$ 43,550</b>	<b>\$ 46,314</b>	<b>\$ 26,536</b>	<b>\$ 116,361</b>	<b>\$ (225,415)</b>	<b>\$ 113,017</b>
<b>Liabilities and Stockholders' Equity</b>								
Accounts payable and accrued expenses related to trade creditors	\$ 196	\$ —	\$ —	\$ —	\$ —	\$ 3,197	\$ —	\$ 3,393
Accrued expenses and other current liabilities	810	224	73	87	129	1,945	—	3,268
Current portion of long-term debt	1,242	1,006	—	—	—	30	—	2,278
Total current liabilities	2,248	1,230	73	87	129	5,172	—	8,939
Long-term debt, less current portion	19,839	2,294	4,462	2,691	610	282	—	30,178
Deferred income taxes	7,160	—	—	—	656	19,166	—	26,982
Other noncurrent liabilities	1,460	—	—	—	119	4,592	—	6,171
Minority interest	—	—	—	—	—	297	—	297
<b>Stockholders' Equity</b>								
Common stock	33	—	—	—	—	—	—	33
Other stockholders' equity	40,417	30,990	39,015	43,536	25,022	86,852	(225,415)	40,417
Total stockholders' equity	40,450	30,990	39,015	43,536	25,022	86,852	(225,415)	40,450
<b>Total liabilities and stockholders' equity</b>	<b>\$ 71,157</b>	<b>\$ 34,514</b>	<b>\$ 43,550</b>	<b>\$ 46,314</b>	<b>\$ 26,536</b>	<b>\$ 116,361</b>	<b>\$ (225,415)</b>	<b>\$ 113,017</b>



## Condensed Consolidating Balance Sheet

As of December 31, 2007

(in millions)	Comcast Parent	CCCL Parent	CCCH Parent	Combined CCHMO Parents	Comcast Holdings	Non- Guarantor Subsidiaries	Elimination and Consolidation Adjustments	Consolidated Comcast Corporation
<b>Assets</b>								
Cash and cash equivalents	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 963	\$ —	\$ 963
Investments	—	—	—	—	—	98	—	98
Accounts receivable, net	—	—	—	—	—	1,645	—	1,645
Other current assets	100	—	—	—	—	861	—	961
Total current assets	100	—	—	—	—	3,567	—	3,667
Investments	—	—	—	—	—	7,963	—	7,963
Investments in and amounts due from subsidiaries eliminated upon consolidation	67,903	32,760	40,240	43,356	25,815	2,244	(212,318)	—
Property and equipment, net	208	—	—	—	—	23,416	—	23,624
Franchise rights	—	—	—	—	—	58,077	—	58,077
Goodwill	—	—	—	—	—	14,705	—	14,705
Other intangible assets, net	—	—	—	—	—	4,739	—	4,739
Other noncurrent assets, net	281	11	17	—	30	303	—	642
<b>Total assets</b>	<b>\$ 68,492</b>	<b>\$ 32,771</b>	<b>\$ 40,257</b>	<b>\$ 43,356</b>	<b>\$ 25,845</b>	<b>\$ 115,014</b>	<b>\$ (212,318)</b>	<b>\$ 113,417</b>
<b>Liabilities and Stockholders' Equity</b>								
Accounts payable and accrued expenses related to trade creditors	\$ 10	\$ 3	\$ —	\$ —	\$ —	\$ 3,323	\$ —	\$ 3,336
Accrued expenses and other current liabilities	694	267	75	98	74	1,913	—	3,121
Current portion of long-term debt	—	1,142	—	305	—	48	—	1,495
Total current liabilities	704	1,412	75	403	74	5,284	—	7,952
Long-term debt, less current portion	19,133	3,294	3,498	2,713	908	282	—	29,828
Deferred income taxes	6,256	—	—	—	1,015	19,609	—	26,880
Other noncurrent liabilities	1,059	6	—	—	116	5,986	—	7,167
Minority interest	—	—	—	—	—	250	—	250
<b>Stockholders' Equity</b>								
Common stock	34	—	—	—	—	—	—	34
Other stockholders' equity	41,306	28,059	36,684	40,240	23,732	83,603	(212,318)	41,306
Total stockholders' equity	41,340	28,059	36,684	40,240	23,732	83,603	(212,318)	41,340
<b>Total liabilities and stockholders' equity</b>	<b>\$ 68,492</b>	<b>\$ 32,771</b>	<b>\$ 40,257</b>	<b>\$ 43,356</b>	<b>\$ 25,845</b>	<b>\$ 115,014</b>	<b>\$ (212,318)</b>	<b>\$ 113,417</b>

## Condensed Consolidating Statement of Operations

For the Year Ended December 31, 2008

(in millions)	Comcast Parent	CCCL Parent	CCCH Parent	Combined CCHMO Parents	Comcast Holdings	Non- Guarantor Subsidiaries	Elimination and Consolidation Adjustments	Consolidated Comcast Corporation
<b>Revenue</b>								
Service revenue	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 34,256	\$ —	\$34,256
Management fee revenue	735	226	413	413	—	—	(1,787)	—
	735	226	413	413	—	34,256	(1,787)	34,256
<b>Costs and Expenses</b>								
Operating (excluding depreciation)	—	—	—	—	—	13,472	—	13,472
Selling, general and administrative	358	226	413	413	53	7,976	(1,787)	7,652
Depreciation	23	—	—	—	—	5,434	—	5,457
Amortization	—	—	—	—	—	943	—	943
	381	226	413	413	53	27,825	(1,787)	27,524
Operating income (loss)	354	—	—	—	(53)	6,431	—	6,732
<b>Other Income (Expense)</b>								
Interest expense	(1,307)	(298)	(334)	(212)	(146)	(142)	—	(2,439)
Investment income (loss), net	(40)	—	—	—	57	72	—	89
Equity in net income (losses) of affiliates	3,196	1,712	2,704	2,842	1,455	24	(11,972)	(39)
Other income (expense)	(5)	—	—	—	—	(280)	—	(285)
	1,844	1,414	2,370	2,630	1,366	(326)	(11,972)	(2,674)
Income (loss) from continuing operations before income taxes and minority interest	2,198	1,414	2,370	2,630	1,313	6,105	(11,972)	4,058
Income tax (expense) benefit	349	104	117	74	50	(2,227)	—	(1,533)
Income (loss) from continuing operations before minority interest	2,547	1,518	2,487	2,704	1,363	3,878	(11,972)	2,525
Minority interest	—	—	—	—	—	22	—	22
<b>Net income (loss)</b>	<b>\$ 2,547</b>	<b>\$ 1,518</b>	<b>\$ 2,487</b>	<b>\$ 2,704</b>	<b>\$ 1,363</b>	<b>\$ 3,900</b>	<b>\$ (11,972)</b>	<b>\$ 2,547</b>

## Condensed Consolidating Statement of Operations

For the Year Ended December 31, 2007

(in millions)	Comcast Parent	CCCL Parent	CCCH Parent	Combined CCHMO Parents	Comcast Holdings	Non- Guarantor Subsidiaries	Elimination and Consolidation Adjustments	Consolidated Comcast Corporation
<b>Revenue</b>								
Service revenue	\$ —	\$ —	\$ —	\$ —	\$ —	\$30,895	\$ —	\$ 30,895
Management fee revenue	630	213	338	338	—	—	(1,519)	—
	630	213	338	338	—	30,895	(1,519)	30,895
<b>Costs and Expenses</b>								
Operating (excluding depreciation)	—	—	—	—	—	12,169	—	12,169
Selling, general and administrative	297	213	338	338	17	7,256	(1,519)	6,940
Depreciation	6	—	—	—	—	5,101	—	5,107
Amortization	—	—	—	—	—	1,101	—	1,101
	303	213	338	338	17	25,627	(1,519)	25,317
Operating income (loss)	327	—	—	—	(17)	5,268	—	5,578
<b>Other Income (Expense)</b>								
Interest expense	(1,116)	(363)	(321)	(234)	(95)	(160)	—	(2,289)
Investment income (loss), net	7	—	5	—	70	519	—	601
Equity in net income (losses) of affiliates	3,095	1,551	2,274	2,427	1,305	(52)	(10,663)	(63)
Other income (expense)	1	—	—	—	—	521	—	522
	1,987	1,188	1,958	2,193	1,280	828	(10,663)	(1,229)
Income (loss) from continuing operations before income taxes and minority interest	2,314	1,188	1,958	2,193	1,263	6,096	(10,663)	4,349
Income tax (expense) benefit	273	128	112	81	15	(2,409)	—	(1,800)
Income (loss) from continuing operations before minority interest	2,587	1,316	2,070	2,274	1,278	3,687	(10,663)	2,549
Minority interest	—	—	—	—	—	38	—	38
<b>Net income (loss)</b>	<b>\$ 2,587</b>	<b>\$ 1,316</b>	<b>\$ 2,070</b>	<b>\$ 2,274</b>	<b>\$ 1,278</b>	<b>\$ 3,725</b>	<b>\$ (10,663)</b>	<b>\$ 2,587</b>

## Condensed Consolidating Statement of Operations

For the Year Ended December 31, 2006

(in millions)	Comcast Parent	CCCL Parent	CCCH Parent	Combined CCHMO Parents	Comcast Holdings	Non- Guarantor Subsidiaries	Elimination and Consolidation Adjustments	Consolidated Comcast Corporation
<b>Revenue</b>								
Service revenue	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 24,966	\$ —	\$ 24,966
Management fee revenue	526	193	298	298	8	—	(1,323)	—
	526	193	298	298	8	24,966	(1,323)	24,966
<b>Costs and Expenses</b>								
Operating (excluding depreciation)	—	—	—	—	—	9,819	—	9,819
Selling, general and administrative	256	193	298	298	16	5,967	(1,323)	5,705
Depreciation	8	—	—	—	2	3,818	—	3,828
Amortization	—	—	—	—	4	991	—	995
	264	193	298	298	22	20,595	(1,323)	20,347
Operating income (loss)	262	—	—	—	(14)	4,371	—	4,619
<b>Other Income (Expense)</b>								
Interest expense	(776)	(400)	(325)	(259)	(68)	(236)	—	(2,064)
Investment income (loss), net	—	—	—	—	34	956	—	990
Equity in net income (losses) of affiliates	2,867	1,509	1,900	2,069	1,266	(79)	(9,597)	(65)
Other income (expense)	—	—	—	—	—	114	—	114
	2,091	1,109	1,575	1,810	1,232	755	(9,597)	(1,025)
Income (loss) from continuing operations before income taxes and minority interest	2,353	1,109	1,575	1,810	1,218	5,126	(9,597)	3,594
Income tax (expense) benefit	180	143	114	90	26	(1,900)	—	(1,347)
Income (loss) from continuing operations before minority interest	2,533	1,252	1,689	1,900	1,244	3,226	(9,597)	2,247
Minority interest	—	—	—	—	—	(12)	—	(12)
Income (loss) from continuing operations	2,533	1,252	1,689	1,900	1,244	3,214	(9,597)	2,235
Income from discontinued operations, net of tax	—	—	—	—	—	103	—	103
Gain on discontinued operations, net of tax	—	—	—	—	—	195	—	195
<b>Net income (loss)</b>	<b>\$ 2,533</b>	<b>\$ 1,252</b>	<b>\$ 1,689</b>	<b>\$ 1,900</b>	<b>\$ 1,244</b>	<b>\$ 3,512</b>	<b>\$ (9,597)</b>	<b>\$ 2,533</b>

## Condensed Consolidating Statement of Cash Flows

For the Year Ended December 31, 2008

(in millions)	Comcast Parent	CCCL Parent	CCCH Parent	Combined CCHMO Parents	Comcast Holdings	Non- Guarantor Subsidiaries	Elimination and Consolidation Adjustments	Consolidated Comcast Corporation
<b>Operating Activities</b>								
Net cash provided by (used in) operating activities	\$ (446)	\$ (241)	\$ (200)	\$ (175)	\$ 9	\$ 11,284	\$ —	\$ 10,231
<b>Financing Activities</b>								
Proceeds from borrowings	1,998	—	1,510	—	—	27	—	3,535
Retirements and repayments of debt	(308)	(1,150)	(541)	(300)	(263)	(48)	—	(2,610)
Repurchases of common stock	(2,800)	—	—	—	—	—	—	(2,800)
Dividends paid	(547)	—	—	—	—	—	—	(547)
Issuances of common stock	53	—	—	—	—	—	—	53
Other	(3)	—	—	—	(56)	(94)	—	(153)
Net cash provided by (used in) financing activities	(1,607)	(1,150)	969	(300)	(319)	(115)	—	(2,522)
<b>Investing Activities</b>								
Net transactions with affiliates	2,269	1,391	(769)	475	310	(3,676)	—	—
Capital expenditures	(140)	—	—	—	—	(5,610)	—	(5,750)
Cash paid for intangible assets	—	—	—	—	—	(527)	—	(527)
Acquisitions, net of cash acquired	—	—	—	—	—	(738)	—	(738)
Proceeds from sales of investments	—	—	—	—	—	737	—	737
Purchases of investments	—	—	—	—	—	(1,167)	—	(1,167)
Other	(76)	—	—	—	—	44	—	(32)
Net cash provided by (used in) investing activities	2,053	1,391	(769)	475	310	(10,937)	—	(7,477)
Increase (decrease) in cash and cash equivalents	—	—	—	—	—	232	—	232
Cash and cash equivalents, beginning of period	—	—	—	—	—	963	—	963
<b>Cash and cash equivalents, end of period</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ 1,195</b>	<b>\$ —</b>	<b>\$ 1,195</b>

## Condensed Consolidating Statement of Cash Flows

For the Year Ended December 31, 2007

(in millions)	Comcast Parent	CCCL Parent	CCCH Parent	Combined CCHMO Parents	Comcast Holdings	Non- Guarantor Subsidiaries	Elimination and Consolidation Adjustments	Consolidated Comcast Corporation
<b>Operating Activities</b>								
Net cash provided by (used in) operating activities	\$ (516)	\$ (246)	\$ (199)	\$ (186)	\$ (20)	\$ 9,356	\$ —	\$ 8,189
<b>Financing Activities</b>								
Proceeds from borrowings	3,695	—	—	—	—	18	—	3,713
Retirements and repayments of debt	—	(600)	—	(245)	—	(556)	—	(1,401)
Repurchases of common stock	(3,102)	—	—	—	—	—	—	(3,102)
Issuances of common stock	412	—	—	—	—	—	—	412
Other	(12)	—	—	(8)	—	82	—	62
Net cash provided by (used in) financing activities	993	(600)	—	(253)	—	(456)	—	(316)
<b>Investing Activities</b>								
Net transactions with affiliates	(372)	846	199	439	20	(1,132)	—	—
Capital expenditures	(110)	—	—	—	—	(6,048)	—	(6,158)
Cash paid for intangible assets	—	—	—	—	—	(406)	—	(406)
Acquisitions, net of cash acquired	—	—	—	—	—	(1,319)	—	(1,319)
Proceeds from sales of investments	—	—	—	—	—	1,761	—	1,761
Purchases of investments	—	—	—	—	—	(2,089)	—	(2,089)
Other	(72)	—	—	—	—	134	—	62
Net cash provided by (used in) investing activities	(554)	846	199	439	20	(9,099)	—	(8,149)
Increase (decrease) in cash and cash equivalents	(77)	—	—	—	—	(199)	—	(276)
Cash and cash equivalents, beginning of period	77	—	—	—	—	1,162	—	1,239
<b>Cash and cash equivalents, end of period</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ 963</b>	<b>\$ —</b>	<b>\$ 963</b>

## Condensed Consolidating Statement of Cash Flows

For the Year Ended December 31, 2006

(in millions)	Comcast Parent	CCCL Parent	CCCH Parent	Combined CCHMO Parents	Comcast Holdings	Non- Guarantor Subsidiaries	Elimination and Consolidation Adjustments	Consolidated Comcast Corporation
<b>Operating Activities</b>								
Net cash provided by (used in) operating activities	\$ 90	\$ (240)	\$ (226)	\$ (224)	\$ 20	\$ 7,198	\$ —	\$ 6,618
<b>Financing Activities</b>								
Proceeds from borrowings	7,474	—	—	—	—	23	—	7,497
Retirements and repayments of debt	(350)	(619)	—	(988)	(27)	(55)	—	(2,039)
Repurchases of common stock	(2,347)	—	—	—	—	—	—	(2,347)
Issuances of common stock	410	—	—	—	—	—	—	410
Other	33	—	—	—	—	(8)	—	25
Net cash provided by (used in) financing activities	5,220	(619)	—	(988)	(27)	(40)	—	3,546
<b>Investing Activities</b>								
Net transactions with affiliates	(5,272)	859	226	1,212	(3)	2,978	—	—
Capital expenditures	(8)	—	—	—	—	(4,387)	—	(4,395)
Cash paid for intangible assets	—	—	—	—	—	(306)	—	(306)
Acquisitions, net of cash acquired	—	—	—	—	—	(5,110)	—	(5,110)
Proceeds from sales of investments	47	—	—	—	10	2,663	—	2,720
Purchases of investments	—	—	—	—	—	(2,812)	—	(2,812)
Other	—	—	—	—	—	31	—	31
Net cash provided by (used in) investing activities	(5,233)	859	226	1,212	7	(6,943)	—	(9,872)
Increase (decrease) in cash and cash equivalents	77	—	—	—	—	215	—	292
Cash and cash equivalents, beginning of period	—	—	—	—	—	947	—	947
<b>Cash and cash equivalents, end of period</b>	<b>\$ 77</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ 1,162</b>	<b>\$ —</b>	<b>\$ 1,239</b>

## Item 9: Changes in and Disagreements With Accountants on Accounting and Financial Disclosure

None.

### Item 9A: Controls and Procedures

#### **Conclusions regarding disclosure controls and procedures**

Our principal executive and principal financial officers, after evaluating the effectiveness of our disclosure controls and procedures (as defined in the Securities Exchange Act of 1934 Rules 13a-15(e) and 15d-15(e)) as of the end of the period covered by this report, have concluded that, based on the evaluation of these controls and procedures required by paragraph (b) of Exchange Act Rules 13a-15 or 15d-15, our disclosure controls and procedures were effective.

#### **Management's annual report on internal control over financial reporting**

Refer to Management's Report on Internal Control Over Financial Reporting on page 39.

#### **Attestation report of the registered public accounting firm**

Refer to Report of Independent Registered Public Accounting Firm on page 40.

#### **Changes in internal control over financial reporting**

There were no changes in our internal control over financial reporting identified in connection with the evaluation required by paragraph (d) of Exchange Act Rules 13a-15 or 15d-15 that occurred during our last fiscal quarter that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

### Item 9B: Other Information

None.



## Part III

### Item 10: Directors and Executive Officers of the Registrant

Except for the information regarding executive officers required by Item 401 of Regulation S-K, we incorporate the information required by this item by reference to our definitive proxy statement for our annual meeting of shareholders presently scheduled to be held in May 2009. We refer to this proxy statement as the 2009 Proxy Statement.

Except for our Chairman and CEO (who continues in these offices through May 26, 2010 or earlier upon his death, resignation or removal), the term of office of each of our officers continues until his or her successor is selected and qualified, or until his or her earlier death, resignation or removal. The following table sets forth information concerning our executive officers, including their ages, positions and tenure as of December 31, 2008:

Name	Age	Officer Since	Position with Comcast
Brian L. Roberts	49	1986	Chairman and CEO; President
Michael J. Angelakis	44	2007	Executive Vice President; Chief Financial Officer
Stephen B. Burke	50	1998	Executive Vice President; Chief Operating Officer; President, Comcast Cable
David L. Cohen	53	2002	Executive Vice President
Arthur R. Block	53	1993	Senior Vice President; General Counsel; Secretary
Lawrence J. Salva	52	2000	Senior Vice President; Chief Accounting Officer; Controller

*Brian L. Roberts* has served as a director and as our President and Chief Executive Officer for more than five years and our Chairman of the Board since May 2004. As of December 31, 2008, Mr. Roberts had sole voting power over approximately 33 $\frac{1}{3}$ % of the combined voting power of our two classes of voting common stock. He is a son of Mr. Ralph J. Roberts. Mr. Roberts is also a director of Comcast Holdings, a director of the National Cable and Telecommunications Association and Chairman of CableLabs.

*Michael J. Angelakis* has served as Executive Vice President and Chief Financial Officer of Comcast Corporation since March 2007. Before March 2007, Mr. Angelakis served as Managing Director and as a member of the Management and Investment Committees of Providence Equity Partners for more than five years. Mr. Angelakis is also a director of Comcast Holdings.

*Stephen B. Burke* has served as our Chief Operating Officer since July 2004 and as our Executive Vice President and President of Comcast Cable and Comcast Cable Communications Holdings for more than five years. Mr. Burke is also a director of JPMorgan Chase & Company.

*David L. Cohen* has served as an Executive Vice President for more than five years. Mr. Cohen is also a director of Comcast Holdings.

*Arthur R. Block* has served as our Senior Vice President, General Counsel and Secretary for more than five years. Mr. Block is also a director of Comcast Holdings.

*Lawrence J. Salva* has served as our Senior Vice President and Controller for more than five years and as Chief Accounting Officer since May 2004.

## Item 11: Executive Compensation

We incorporate the information required by this item by reference to our 2009 Proxy Statement.

## Item 12: Security Ownership of Certain Beneficial Owners and Management

We incorporate the information required by this item by reference to our 2009 Proxy Statement.

## Item 13: Certain Relationships and Related Transactions

We incorporate the information required by this item by reference to our 2009 Proxy Statement.

## Item 14: Principal Accountant Fees and Services

We incorporate the information required by this item by reference to our 2009 Proxy Statement.

We will file our 2009 Proxy Statement for our annual meeting of shareholders with the SEC on or before April 30, 2009.

## Part IV

### Item 15: Exhibits and Financial Statement Schedules

(a) Our consolidated financial statements are filed as a part of this report on Form 10-K in Item 8, Financial Statements and Supplementary Data, and a list of the consolidated financial statements are found on page 38 of this report. Schedule II, Valuation and Qualifying Accounts, is found on page 87 of this report; all other financial statement schedules are omitted because the required information is not applicable, or because the information required is included in the consolidated financial statements and notes thereto.

(b) Exhibits required to be filed by Item 601 of Regulation S-K:

- 3.1 Restated Articles of Incorporation of Comcast Corporation (incorporated by reference to Exhibit 3.1 to our Annual Report on Form 10-K for the year ended December 31, 2005).
- 3.2 Restated and Amended By-Laws of Comcast Corporation as of October 8, 2008.
- 4.1 Specimen Class A Common Stock Certificate (incorporated by reference to Exhibit 4.1 to our Annual Report on Form 10-K for the year ended December 31, 2002).
- 4.2 Specimen Class A Special Common Stock Certificate (incorporated by reference to Exhibit 4.2 to our Annual Report on Form 10-K for the year ended December 31, 2002).
- 4.3 Rights Agreement dated as of November 18, 2002, between Comcast Corporation and Computershare Trust Company, N.A. (f/k/a EquiServe Trust Company, N.A.), as Rights Agent, which includes the Form of Certificate of Designation of Series A Participant's Cumulative Preferred Stock as Exhibit A and the Form of Right Certificate as Exhibit B (incorporated by reference to our registration statement on Form 8-A12g filed on November 18, 2002).
- 4.4 Indenture, dated January 7, 2003, between Comcast Corporation, Comcast Cable Communications, LLC (f/k/a Comcast Cable Communications, Inc.), Comcast Cable Communications Holdings, Inc., Comcast Cable Holdings, LLC, Comcast MO Group, Inc. and The Bank of New York Mellon (f/k/a The Bank of New York), as Trustee relating to our 5.85% Notes due 2010, 6.50% Notes due 2015, 5.50% Notes due 2011, 7.05% Notes due 2033, 5.30% Notes due 2014, 4.95% Notes due 2016, 5.65% Notes due 2035, 5.45% Notes due 2010, 5.85% Notes due 2015, 6.50% Notes due 2035, 5.90% Notes due 2016, 6.45% Notes due 2037, 7.00% Notes due 2055, Floating Rate Notes due 2009, 6.50% Notes due 2017, 7.00% Notes due 2055 Series B, 5.875% Notes due 2018, 6.45% Notes due 2037, 6.625% Notes due 2056, 6.30% Notes due 2017, 6.95% Notes due 2037, 5.70% Notes due 2018, and 6.40% Notes due 2038.
- 4.5 Supplemental Indenture, dated March 25, 2003, to the Indenture between Comcast Corporation, Comcast Cable Holdings, LLC, Comcast Cable Communications Holdings, Inc., Comcast Cable Communications, LLC (f/k/a Comcast Cable Communications, Inc.), Comcast MO Group, Inc., Comcast MO of Delaware, LLC (f/k/a Comcast MO of Delaware, Inc.) and The Bank of New York Mellon (f/k/a The Bank of New York), as Trustee, dated January 7, 2003.

Certain instruments defining the rights of holders of long-term obligation of the registrant and certain of its subsidiaries (the total amount of securities authorized under each of which does not exceed ten percent of the total assets of the registrant and its subsidiaries on a consolidated basis), are omitted pursuant to Item 601(b)(4)(iii)(A) of Regulation S-K. We agree to furnish copies of any such instruments to the SEC upon request.

- 10.1 Amended and restated Five Year Revolving Credit Agreement dated as of January 30, 2008 among Comcast Corporation, Comcast Cable Communications Holdings, Inc., the Financial Institutions party thereto and JP Morgan Chase Bank, N.A., as Administrative Agent (incorporated by reference to Exhibit 10.53 to our Annual Report on Form 10-K for the year ended December 31, 2007).
- 10.2\* Comcast Corporation 2002 Stock Option Plan, as amended and restated effective December 9, 2008.
- 10.3\* Comcast Corporation 2003 Stock Option Plan, as amended and restated effective December 9, 2008.
- 10.4\* Comcast Corporation 2002 Deferred Stock Option Plan, as amended and restated effective October 7, 2008 (incorporated by reference to Exhibit 10.2 to our Quarterly Report on Form 10-Q for the quarter ended September 30, 2008).
- 10.5\* Comcast Corporation 2002 Deferred Compensation Plan, as amended and restated effective January 1, 2008 (incorporated by reference to Exhibit 10.5 to our Annual Report on Form 10-K for the year ended December 31, 2007).
- 10.6\* Comcast Corporation 2005 Deferred Compensation Plan, as amended and restated effective May 13, 2008 (incorporated by reference to Exhibit 10.1 to our Quarterly Report on Form 10-Q for the quarter ended June 30, 2008).

- 10.7\* Comcast Corporation 2002 Restricted Stock Plan, as amended and restated effective December 9, 2008.
- 10.8\* 1992 Executive Split Dollar Insurance Plan (incorporated by reference to Exhibit 10.12 to the Comcast Holdings Corporation Annual Report on Form 10-K for the year ended December 31, 1992).
- 10.9\* Comcast Corporation 2006 Cash Bonus Plan, as amended and restated effective February 28, 2007 (incorporated by reference to Exhibit 10.4 to our Quarterly Report on Form 10-Q for the quarter ended March 31, 2007).
- 10.10\* Comcast Corporation 2003 Cable Division Advertising/Sales Group Long Term Incentive Plan, as amended and restated effective January 1, 2007 (incorporated by reference to Exhibit 10.11 to our Annual Report on Form 10-K for the year ended December 31, 2007).
- 10.11\* Comcast Corporation Retirement Investment Plan, as amended and restated effective October 7, 2008 (incorporated by reference to Exhibit 10.3 to our Quarterly Report on Form 10-Q for the quarter ended September 30, 2008).
- 10.12\* Comcast Corporation 2002 Non-Employee Director Compensation Plan, as amended and restated effective October 3, 2007 (incorporated by reference to Exhibit 10.13 to our Annual Report on Form 10-K for the year ended December 31, 2007).
- 10.13\* Comcast Corporation 2002 Employee Stock Purchase Plan, as amended and restated effective January 1, 2008 (incorporated by reference to Exhibit 10.2 to our Quarterly Report on Form 10-Q for the quarter ended June 30, 2008).
- 10.14\* Comcast Corporation Supplemental Executive Retirement Plan, as amended and restated effective January 1, 2005 (incorporated by reference to Exhibit 10.15 to our Annual Report on Form 10-K for the year ended December 31, 2007).
- 10.15\* Certificate of Interest of Julian Brodsky under the Comcast Holdings Corporation Unfunded Plan of Deferred Compensation (incorporated by reference to Exhibit 10.21 to our Annual Report on Form 10-K for the year ended December 31, 2002).
- 10.16\* Employment Agreement between Comcast Holdings Corporation and Julian A. Brodsky, dated as of May 1, 2002 (incorporated by reference to Exhibit 10.22 to our Annual Report on Form 10-K for the year ended December 31, 2002).
- 10.17\* Amendment to Employment Agreement between Comcast Holdings Corporation and Julian A. Brodsky, dated as of November 18, 2002 (incorporated by reference to Exhibit 10.23 to our Annual Report on Form 10-K for the year ended December 31, 2002).
- 10.18\* Employment Agreement between Comcast Corporation and Stephen B. Burke dated November 22, 2005 (incorporated by reference to Exhibit 99.1 to our Current Report on Form 8-K filed on November 23, 2005).
- 10.19\* Amendment No. 1 to Employment Agreement between Comcast Corporation and Stephen B. Burke dated January 25, 2006 (incorporated by reference to Exhibit 10.23 to our Annual Report on Form 10-K for the year ended December 31, 2005).
- 10.20\* Employment Agreement between Comcast Corporation and David L. Cohen dated November 7, 2005 (incorporated by reference to Exhibit 99.2 to our Current Report on Form 8-K filed on November 10, 2005).
- 10.21\* Amendment No. 1 to Employment Agreement between Comcast Corporation and David L. Cohen dated November 11, 2005 (incorporated by reference to Exhibit 10.25 to our Annual Report on Form 10-K for the year ended December 31, 2005).
- 10.22\* Amendment No. 2 to Employment Agreement between Comcast Corporation and David L. Cohen dated January 25, 2006 (incorporated by reference to Exhibit 10.26 to our Annual Report on Form 10-K for the year ended December 31, 2005).
- 10.23\* Employment Agreement between Comcast Corporation and Brian L. Roberts, dated as of June 1, 2005 (incorporated by reference to Exhibit 99.1 to our Current Report on Form 8-K filed on August 5, 2005).
- 10.24\* Term Life Insurance Premium and Tax Bonus Agreement between Comcast Holdings Corporation and Brian L. Roberts, dated as of September 23, 1998 (incorporated by reference to Exhibit 10.1 to our Quarterly Report on Form 10-Q for the quarter ended March 31, 2003).
- 10.25\* Amendment to Term Life Insurance Premium and Tax Bonus Agreement between Comcast Corporation and Brian L. Roberts, dated as of May 22, 2006 (incorporated by reference to Exhibit 10.1 to our Quarterly Report on Form 10-Q for the quarter ended June 30, 2006).
- 10.26\* Life Insurance Premium and Tax Bonus Agreement between Comcast Corporation and Brian L. Roberts, dated as of May 22, 2006 (incorporated by reference to Exhibit 10.2 to our Quarterly Report on Form 10-Q for the quarter ended June 30, 2006).

- 10.27\* Amendment to Life Insurance Premium and Tax Bonus Agreement between Comcast Corporation and Brian L. Roberts, dated as of September 15, 2006 (incorporated by reference to Exhibit 10.1 to our Quarterly Report on Form 10-Q for the quarter ended September 30, 2006).
- 10.28\* Employment Agreement between Comcast Corporation and Ralph J. Roberts dated as of December 27, 2007 (incorporated by reference to Exhibit 99.1 to our Current Report on Form 8-K filed on December 28, 2007).
- 10.29\* Amendment to Employment Agreement between Comcast Corporation and Ralph J. Roberts dated as of January 1, 2008 (incorporated by reference to Exhibit 99.1 to our Current Report on Form 8-K filed on February 13, 2008).
- 10.30\* Compensation and Deferred Compensation Agreement and Stock Appreciation Bonus Plan between Comcast Holdings Corporation and Ralph J. Roberts, as amended and restated March 16, 1994 (incorporated by reference to Exhibit 10.13 to the Comcast Holdings Corporation Annual Report on Form 10-K for the year ended December 31, 1993).
- 10.31\* Compensation and Deferred Compensation Agreement between Comcast Holdings Corporation and Ralph J. Roberts, as amended and restated August 31, 1998 (incorporated by reference to Exhibit 10.1 to the Comcast Holdings Corporation Quarterly Report on Form 10-Q for the quarter ended September 30, 1998).
- 10.32\* Amendment Agreement to Compensation and Deferred Compensation Agreement between Comcast Holdings Corporation and Ralph J. Roberts, dated as of August 19, 1999 (incorporated by reference to Exhibit 10.2 to the Comcast Holdings Corporation Quarterly Report on Form 10-Q for the quarter ended March 31, 2000).
- 10.33\* Amendment to Compensation and Deferred Compensation Agreement between Comcast Holdings Corporation and Ralph J. Roberts, dated as of June 5, 2001 (incorporated by reference to Exhibit 10.8 to the Comcast Holdings Corporation Annual Report on Form 10-K for the year ended December 31, 2001).
- 10.34\* Amendment to Compensation and Deferred Compensation Agreement between Comcast Holdings Corporation and Ralph J. Roberts, dated as of January 24, 2002 (incorporated by reference to Exhibit 10.16 to our Annual Report on Form 10-K for the year ended December 31, 2002).
- 10.35\* Amendment to Compensation and Deferred Compensation Agreement between Comcast Holdings Corporation and Ralph J. Roberts, dated as of November 18, 2002 (incorporated by reference to Exhibit 10.17 to our Annual Report on Form 10-K for the year ended December 31, 2002).
- 10.36\* Insurance Premium Termination Agreement between Comcast Corporation and Ralph J. Roberts, effective January 30, 2004 (incorporated by reference to Exhibit 10.1 to our Quarterly Report on Form 10-Q for the quarter ended March 31, 2004).
- 10.37\* Employment Agreement between Comcast Corporation and Michael J. Angelakis dated as of November 20, 2006 (incorporated by reference to Exhibit 99.1 to our Current Report on Form 8-K filed on November 28, 2006).
- 10.38\* Form of Amendment, dated as of December 16, 2008, to the Employment Agreements with Ralph J. Roberts, Brian L. Roberts, Michael J. Angelakis, Stephen B. Burke, and David L. Cohen.
- 10.39\* Form of Restricted Stock Unit Award under the Comcast Corporation 2002 Restricted Stock Plan.
- 10.40\* Form of Non-Qualified Stock Option under the Comcast Corporation 2003 Stock Option Plan.
- 10.41\* Form of Restricted Stock Unit Award under the Comcast Corporation 2002 Restricted Stock Plan.
- 12.1 Statement of Earnings to fixed charges and earnings to combined fixed charges and preferred dividends.
- 21 List of subsidiaries.
- 23.1 Consent of Deloitte & Touche LLP.
- 31 Certification of Chief Executive Officer and Chief Financial Officer pursuant to Section 302 of the Sarbanes- Oxley Act of 2002.
- 32 Certification of Chief Executive Officer and Chief Financial Officer pursuant to Section 906 of the Sarbanes- Oxley Act of 2002.

\* Constitutes a management contract or compensatory plan or arrangement.

# Signatures

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized in Philadelphia, Pennsylvania on February 20, 2009.

By: /s/ BRIAN L. ROBERTS

Brian L. Roberts  
Chairman and CEO

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

Signature	Title	Date
<u>/s/ BRIAN L. ROBERTS</u> Brian L. Roberts	Chairman and CEO; Director (Principal Executive Officer)	February 20, 2009
<u>/s/ RALPH J. ROBERTS</u> Ralph J. Roberts	Founder; Chairman Emeritus of the Board	February 20, 2009
<u>/s/ JULIAN A. BRODSKY</u> Julian A. Brodsky	Non-Executive Vice Chairman; Director	February 20, 2009
<u>/s/ MICHAEL J. ANGELAKIS</u> Michael J. Angelakis	Executive Vice President (Principal Financial Officer)	February 20, 2009
<u>/s/ LAWRENCE J. SALVA</u> Lawrence J. Salva	Senior Vice President, Chief Accounting Officer and Controller (Principal Accounting Officer)	February 20, 2009
<u>/s/ S. DECKER ANSTROM</u> S. Decker Anstrom	Director	February 20, 2009
<u>/s/ KENNETH J. BACON</u> Kenneth J. Bacon	Director	February 20, 2009
<u>/s/ SHELDON M. BONOVIK</u> Sheldon M. Bonovitz	Director	February 20, 2009
<u>/s/ EDWARD D. BREEN</u> Edward D. Breen	Director	February 20, 2009
<u>/s/ JOSEPH J. COLLINS</u> Joseph J. Collins	Director	February 20, 2009
<u>/s/ J. MICHAEL COOK</u> J. Michael Cook	Director	February 20, 2009
<u>/s/ GERALD L. HASSELL</u> Gerald L. Hassell	Director	February 20, 2009
<u>/s/ JEFFREY A. HONICKMAN</u> Jeffrey A. Honickman	Director	February 20, 2009
<u>/s/ DR. JUDITH RODIN</u> Dr. Judith Rodin	Director	February 20, 2009
<u>/s/ MICHAEL I. SOVERN</u> Michael I. Sovern	Director	February 20, 2009

# Report of Independent Registered Public Accounting Firm

**Board of Directors and Stockholders**  
**Comcast Corporation**  
**Philadelphia, Pennsylvania**

We have audited the consolidated financial statements of Comcast Corporation and subsidiaries (the "Company") as of December 31, 2008 and 2007 and for each of the three years in the period ended December 31, 2008, and the Company's internal control over financial reporting as of December 31, 2008, and have issued our report thereon dated February 20, 2009 (which report expresses an unqualified opinion and includes an explanatory paragraph concerning the adoption of new accounting pronouncements in 2008 and 2007); such report is included elsewhere in this Form 10-K. Our audits also included the consolidated financial statement schedule of the Company listed in Item 15. This consolidated financial statement schedule is the responsibility of the Company's management. Our responsibility is to express an opinion based on our audits. In our opinion, such consolidated financial statement schedule, when considered in relation to the basic consolidated financial statements taken as a whole, presents fairly, in all material respects, the information set forth therein.

/s/ DELOITTE & TOUCHE LLP  
Philadelphia, Pennsylvania  
February 20, 2009

Comcast Corporation and Subsidiaries  
Schedule II — Valuation and Qualifying Accounts  
Years Ended December 31, 2008, 2007 and 2006

(in millions)	Balance at Beginning of Year	Additions Charged to Costs and Expenses	Deductions from Reserves <sup>(a)</sup>	Balance at End of Year
Allowance for Doubtful Accounts				
2008	\$181	\$446	\$437	\$190
2007	157	418	394	181
2006	132	279	254	157

(a) Uncollectible accounts written off.



## **APPENDIX 6**

# COMCAST CORP

## FORM 10-Q (Quarterly Report)

Filed 11/04/09 for the Period Ending 09/30/09

CIK	0001166691
Symbol	CMCSA
SIC Code	4841 - Cable and Other Pay Television Services
Industry	Broadcasting & Cable TV
Sector	Services
Fiscal Year	12/31

---

---

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549  
FORM 10-Q**

(Mark One)

☒ **Quarterly Report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

**For the quarterly period ended September 30, 2009**

**OR**

☐ **Transition Report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

**For the Transition Period from                      to**

**Commission File Number 001-32871**



**COMCAST CORPORATION**

(Exact name of registrant as specified in its charter)

**PENNSYLVANIA**

(State or other jurisdiction of  
incorporation or organization)

**27-0000798**

(I.R.S. 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

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding twelve months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such period that the registrant was required to submit and post such files).

Yes ☒ No ☐

Indicate by check mark whether the Registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒ Accelerated filer ☐ Non-accelerated filer ☐ Smaller reporting company ☐

Indicate by check mark whether the Registrant is a shell company (as defined in Rule 12b-2 of the Act).

Yes ☐ No ☒

As of September 30, 2009, there were 2,062,064,242 shares of our Class A common stock, 783,174,865 shares of our Class A Special common stock and 9,444,375 shares of our Class B common stock outstanding.

---

---

## TABLE OF CONTENTS

	Page Number
<b>PART I. FINANCIAL INFORMATION</b>	
Item 1. Financial Statements	2
Condensed Consolidated Balance Sheet as of September 30, 2009 and December 31, 2008 (Unaudited)	2
Condensed Consolidated Statement of Operations for the Three and Nine Months Ended September 30, 2009 and 2008 (Unaudited)	3
Condensed Consolidated Statement of Cash Flows for the Nine Months Ended September 30, 2009 and 2008 (Unaudited)	4
Condensed Consolidated Statement of Changes in Equity for the Nine Months Ended September 30, 2009 and 2008 (Unaudited)	5
Condensed Consolidated Statement of Comprehensive Income for the Three and Nine Months Ended September 30, 2009 and 2008 (Unaudited)	6
Notes to Condensed Consolidated Financial Statements (Unaudited)	7
Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations	25
Item 3. Quantitative and Qualitative Disclosures About Market Risk	32
Item 4. Controls and Procedures	33
<b>PART II. OTHER INFORMATION</b>	
Item 1. Legal Proceedings	33
Item 1A. Risk Factors	33
Item 2. Unregistered Sales of Equity Securities and Use of Proceeds	33
Item 6. Exhibits	34
<b>SIGNATURES</b>	35

This Quarterly Report on Form 10-Q is for the three and nine months ended September 30, 2009. This Quarterly Report modifies and supersedes documents filed prior to this Quarterly Report. The Securities and Exchange Commission ("SEC") allows us to "incorporate by reference" information that we file with it, which means that we can disclose important information to you by referring you directly to those documents. Information incorporated by reference is considered to be part of this Quarterly Report. In addition, information that we file with the SEC in the future will automatically update and supersede information contained in this Quarterly Report. Throughout this Quarterly Report, we refer to Comcast Corporation as "Comcast;" Comcast and its consolidated subsidiaries as "we," "us" and "our;" and Comcast Holdings Corporation as "Comcast Holdings."

You should carefully review the information contained in this Quarterly Report and particularly consider any risk factors that we set forth in this Quarterly Report and in other reports or documents that we file from time to time with the SEC. In this Quarterly Report, we state our beliefs of future events and of our future financial performance. In some cases, you can identify these so-called "forward-looking statements" by words such as "may," "will," "should," "expects," "believes," "estimates," "potential," or "continue," or the negative of those words, and other comparable words. You should be aware that those statements are only our predictions. In evaluating those statements, you should specifically consider various factors, including the risks outlined below and in other reports we file with the SEC. Actual events or our actual results may differ materially from any of our forward-looking statements. We undertake no obligation to update any forward-looking statements.

Our businesses may be affected by, among other things, the following:

- all of the services offered by our cable systems face a wide range of competition that could adversely affect our future results of operations
- we may face increased competition because of technological advances and new regulatory requirements, which could adversely affect our future results of operations
- programming expenses are increasing, which could adversely affect our future results of operations
- we are subject to regulation by federal, state and local governments, which may impose additional costs and restrictions
- weakening economic conditions may have a negative impact on our results of operations and financial condition
- we rely on network and information systems and other technology, and a disruption or failure of such networks, systems or technology may disrupt our business
- we may be unable to obtain necessary hardware, software and operational support
- our business depends on certain intellectual property rights and on not infringing the intellectual property rights of others
- we face risks arising from the outcome of various litigation matters
- acquisitions and other strategic transactions present many risks, and we may not realize the financial and strategic goals that were contemplated at the time of any transaction
- our Class B common stock has substantial voting rights and separate approval rights over several potentially material transactions, and our Chairman and CEO has considerable influence over our operations through his

beneficial ownership of our Class B common stock

## PART I: FINANCIAL INFORMATION

### ITEM 1: FINANCIAL STATEMENTS

#### Condensed Consolidated Balance Sheet (Unaudited)

	September 30, 2009	December 31, 2008
(in millions, except share data)		
<b>ASSETS</b>		
Current Assets:		
Cash and cash equivalents	\$ 862	\$ 1,195
Investments	56	59
Accounts receivable, less allowance for doubtful accounts of \$188 and \$190	1,639	1,626
Other current assets	849	836
Total current assets	3,406	3,716
Investments	5,699	4,783
Property and equipment, net of accumulated depreciation of \$26,716 and \$23,235	23,605	24,444
Franchise rights	59,442	59,449
Goodwill	14,934	14,889
Other intangible assets, net of accumulated amortization of \$8,624 and \$8,160	4,209	4,558
Other noncurrent assets, net	1,168	1,178
<b>Total assets</b>	<b>\$ 112,463</b>	<b>\$ 113,017</b>
<b>LIABILITIES AND EQUITY</b>		
Current Liabilities:		
Accounts payable and accrued expenses related to trade creditors	\$ 3,133	\$ 3,393
Accrued expenses and other current liabilities	3,005	3,268
Current portion of long-term debt	954	2,278
Total current liabilities	7,092	8,939
Long-term debt, less current portion	28,493	30,178
Deferred income taxes	27,566	26,982
Other noncurrent liabilities	6,763	6,171
Commitments and Contingencies (Note 11)		
Redeemable noncontrolling interests	168	171
Equity:		
Preferred stock—authorized, 20,000,000 shares; issued, zero	—	—
Class A common stock, \$0.01 par value—authorized, 7,500,000,000 shares; issued, 2,427,524,992 and 2,426,443,484; outstanding, 2,062,064,242 and 2,060,982,734	24	24
Class A Special common stock, \$0.01 par value—authorized, 7,500,000,000 shares; issued, 854,109,629 and 881,145,954; outstanding 783,174,865 and 810,211,190	9	9
Class B common stock, \$0.01 par value—authorized, 75,000,000 shares; issued and outstanding, 9,444,375	—	—
Additional paid-in capital	40,451	40,620
Retained earnings	9,416	7,427
Treasury stock—365,460,750 Class A common shares and 70,934,764 Class A Special common shares	(7,517)	(7,517)
Accumulated other comprehensive income (loss)	(72)	(113)
Total Comcast Corporation stockholders' equity	42,311	40,450
Noncontrolling interests	70	126
Total equity	42,381	40,576
<b>Total liabilities and equity</b>	<b>\$ 112,463</b>	<b>\$ 113,017</b>

See notes to condensed consolidated financial statements.

## Table of Contents

### Condensed Consolidated Statement of Operations (Unaudited)

(in millions, except per share data)	Three Months Ended September 30		Nine Months Ended September 30	
	2009	2008	2009	2008
Revenue	\$ 8,802	\$ 8,549	\$26,575	\$25,491
Costs and Expenses:				
Operating (excluding depreciation and amortization)	3,490	3,345	10,600	10,040
Selling, general and administrative	1,986	1,967	5,670	5,689
Depreciation	1,362	1,332	4,148	4,093
Amortization	253	235	760	694
	7,091	6,879	21,178	20,516
Operating income	1,711	1,670	5,397	4,975
Other Income (Expense):				
Interest expense	(707)	(601)	(1,828)	(1,840)
Investment income (loss), net	148	74	218	83
Equity in net income (losses) of affiliates, net	(17)	3	(44)	(36)
Other income (expense)	2	11	13	295
	(574)	(513)	(1,641)	(1,498)
Income before income taxes	1,137	1,157	3,756	3,477
Income tax expense	(203)	(401)	(1,088)	(1,364)
Net income from consolidated operations	934	756	2,668	2,113
Net (income) loss attributable to noncontrolling interests	10	15	15	22
<b>Net income attributable to Comcast Corporation</b>	<b>\$ 944</b>	<b>\$ 771</b>	<b>\$ 2,683</b>	<b>\$ 2,135</b>
<b>Basic earnings per common share attributable to Comcast Corporation stockholders</b>	<b>\$ 0.33</b>	<b>\$ 0.26</b>	<b>\$ 0.93</b>	<b>\$ 0.72</b>
<b>Diluted earnings per common share attributable to Comcast Corporation stockholders</b>	<b>\$ 0.33</b>	<b>\$ 0.26</b>	<b>\$ 0.93</b>	<b>\$ 0.72</b>
<b>Dividends declared per common share attributable to Comcast Corporation stockholders</b>	<b>\$ 0.07</b>	<b>\$ 0.06</b>	<b>\$ 0.20</b>	<b>\$ 0.19</b>

See notes to condensed consolidated financial statements.

## Table of Contents

### Condensed Consolidated Statement of Cash Flows (Unaudited)

(in millions)	Nine Months Ended September 30	
	2009	2008
<b>Net cash provided by operating activities</b>	<b>\$ 7,725</b>	<b>\$ 7,373</b>
<b>Financing Activities</b>		
Proceeds from borrowings	1,843	3,513
Repurchases and repayments of debt	(4,709)	(1,143)
Repurchases of common stock	(438)	(2,800)
Dividends paid	(568)	(367)
Issuances of common stock	1	53
Other	(186)	(148)
<b>Net cash provided by (used in) financing activities</b>	<b>(4,057)</b>	<b>(892)</b>
<b>Investing Activities</b>		
Capital expenditures	(3,508)	(4,037)
Cash paid for intangible assets	(383)	(376)
Acquisitions, net of cash acquired	(36)	(700)
Proceeds from sales of investments	31	452
Purchases of investments	(142)	(67)
Other	37	(2)
<b>Net cash provided by (used in) investing activities</b>	<b>(4,001)</b>	<b>(4,730)</b>
Increase (decrease) in cash and cash equivalents	(333)	1,751
Cash and cash equivalents, beginning of period	1,195	963
<b>Cash and cash equivalents, end of period</b>	<b>\$ 862</b>	<b>\$ 2,714</b>

See notes to condensed consolidated financial statements.



## Table of Contents

### Condensed Consolidated Statement of Changes in Equity (Unaudited)

Comcast Corporation Stockholders' Equity										
(in millions)	Redeemable Noncontrolling Interests	Common Stock			Additional Paid-In Capital	Retained Earnings	Treasury Stock at Cost	Accumulated Other Comprehensive Income (Loss)	Noncontrolling Interests	Total Equity
		A	A Special	B						
Balance, December 31, 2007	\$ 101	\$24	\$ 10	\$—	\$ 41,688	\$ 7,191	\$ (7,517)	\$ (56)	\$ 149	\$41,489
Cumulative effect related to change in accounting principle on January 1, 2008						(132)				(132)
Stock compensation plans					215	(48)				167
Repurchase and retirement of common stock			(1)		(1,562)	(1,237)				(2,800)
Employee stock purchase plan					49					49
Share exchange					166	(166)				—
Dividends declared						(547)				(547)
Other comprehensive income (loss)								(8)		(8)
Sale (purchase) of subsidiary shares to (from) noncontrolling interests, net	88									
Contributions from and (distributions to) noncontrolling interests	(1)								(17)	(17)
Net income (loss)	(19)					2,135			(3)	2,132
<b>Balance, September 30, 2008</b>	<b>\$ 169</b>	<b>\$24</b>	<b>\$ 9</b>	<b>\$—</b>	<b>\$ 40,556</b>	<b>\$ 7,196</b>	<b>\$ (7,517)</b>	<b>\$ (64)</b>	<b>\$ 129</b>	<b>\$40,333</b>
Balance, December 31, 2008	\$ 171	\$24	\$ 9	\$—	\$ 40,620	\$ 7,427	\$ (7,517)	\$ (113)	\$ 126	\$40,576
Stock compensation plans					108					108
Repurchase and retirement of common stock					(353)	(112)				(465)
Employee stock purchase plan					46					46
Dividends declared						(582)				(582)
Other comprehensive income (loss)								41		41
Purchases of subsidiary shares from noncontrolling interests					30				(35)	(5)
Contributions from and (distributions to) noncontrolling interests	10								(19)	(19)
Net income (loss)	(13)					2,683			(2)	2,681
<b>Balance, September 30, 2009</b>	<b>\$ 168</b>	<b>\$24</b>	<b>\$ 9</b>	<b>\$ —</b>	<b>\$ 40,451</b>	<b>\$ 9,416</b>	<b>\$ (7,517)</b>	<b>\$ (72)</b>	<b>\$ 70</b>	<b>\$42,381</b>

See notes to condensed consolidated financial statements.

## Table of Contents

### Condensed Consolidated Statement of Comprehensive Income (Unaudited)

(in millions)	Three Months Ended September 30		Nine Months Ended September 30	
	2009	2008	2009	2008
Net income from consolidated operations	\$ 934	\$ 756	\$ 2,668	\$ 2,113
Holding gains (losses) during the period, net of deferred taxes of \$(1), \$3, \$(2) and \$9	2	(6)	6	(16)
Reclassification adjustments for losses (gains) included in net income attributable to Comcast Corporation, net of deferred taxes of \$(3), \$(2), \$(17) and \$(5)	6	4	31	10
Employee benefit obligations, net of deferred taxes	—	1	—	—
Cumulative translation adjustments	—	(4)	4	(2)
Comprehensive income	942	751	2,709	2,105
Net (income) loss attributable to noncontrolling interests	10	15	15	22
<b>Comprehensive income attributable to Comcast Corporation</b>	<b>\$ 952</b>	<b>\$ 766</b>	<b>\$ 2,724</b>	<b>\$ 2,127</b>

See notes to condensed consolidated financial statements.

## NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)

### Note 1: Condensed Consolidated Financial Statements

#### Basis of Presentation

We have prepared these unaudited condensed consolidated financial statements based on Securities and Exchange Commission (“SEC”) rules that permit reduced disclosure for interim periods. These financial statements include all adjustments that are necessary for a fair presentation of our results of operations and financial condition for the periods shown, including normal, recurring accruals and other items. We also evaluate events or transactions that occur after the balance sheet date but before the financial statements are issued (“subsequent events”) to determine if financial statement recognition or additional disclosure is required. The results of operations for the interim periods presented are not necessarily indicative of results for the full year.

The year-end condensed consolidated balance sheet was derived from audited financial statements but does not include all disclosures required by generally accepted accounting principles in the United States (“GAAP”). For a more complete discussion of our accounting policies and certain other information, refer to our annual financial statements for the preceding fiscal year as filed with the SEC.

Reclassifications have been made to the prior year’s condensed consolidated financial statements primarily between operating expenses and selling, general and administrative expenses to conform to classifications used in 2009.

### Note 2: Recent Accounting Pronouncements

#### Noncontrolling Interests in Consolidated Financial Statements

In November 2007, the Financial Accounting Standards Board (“FASB”) issued a new accounting standard that provides guidance on the accounting and reporting requirements for noncontrolling interests in consolidated financial statements. The guidance requires noncontrolling interests (previously referred to as minority interests) that are not redeemable to be separately reported in the equity section of an entity’s consolidated balance sheet. Redeemable noncontrolling interests continue to be presented outside of equity. The guidance establishes accounting and reporting standards for (i) ownership interests in subsidiaries held by parties other than the parent, (ii) the amount of consolidated net income attributable to the parent and to the noncontrolling interests, (iii) changes in a parent’s ownership interest and (iv) the valuation of retained noncontrolling equity investments when a subsidiary is deconsolidated. In addition, it establishes disclosure requirements, including new financial statement captions that clearly distinguish between controlling and noncontrolling interests. These include a separate presentation of net income attributable to controlling and noncontrolling interests with the combined amounts labeled as “Net income from consolidated operations” in our statement of operations. Under the guidance, “Net income from consolidated operations” is comparable to what was previously presented as “Income from continuing operations before minority interest” and “Net income attributable to Comcast Corporation” is comparable to what was previously presented as “Net income.” We adopted the standard on January 1, 2009, at which time we applied the new presentation and disclosure requirements.

The new accounting standard requires the retrospective application of the new financial statement captions. The tables below reflect the revised presentations for our balance sheets as of December 31, 2008 and 2007 and consolidated statements of operations for the years ended December 31, 2008, 2007 and 2006.

#### Revised Balance Sheet Captions

December 31 (in millions)	2008	2007
Redeemable noncontrolling interests	\$171	\$101
Noncontrolling interests (in equity)	\$126	\$149

### Revised Statement of Operations Captions

Year Ended December 31 (in millions, except per share data)	2008	2007	2006
Net income from consolidated operations	\$2,525	\$2,549	\$2,545
Net (income) loss attributable to noncontrolling interests	22	38	(12)
Net income attributable to Comcast Corporation	\$2,547	\$2,587	\$2,533
Basic earnings per common share attributable to Comcast Corporation stockholders	\$ 0.87	\$ 0.84	\$ 0.80
Diluted earnings per common share attributable to Comcast Corporation stockholders	\$ 0.86	\$ 0.83	\$ 0.79

See Note 7 for further details on our noncontrolling interests.

### Consolidation of Variable Interest Entities

In June 2009, the FASB updated the accounting standard related to the consolidation of variable interest entities. The updated standard (i) requires ongoing reassessments of whether an enterprise is the primary beneficiary of a variable interest entity, (ii) eliminates the quantitative approach previously required for determining the primary beneficiary of a variable interest entity and replaces it with a qualitative approach and (iii) requires additional disclosure about an enterprise's involvement in variable interest entities. The updated standard will be effective for us as of January 1, 2010. We are currently assessing the impact this standard will have on our consolidated financial statements.

### Subsequent Events

In May 2009, the FASB issued a new accounting standard on the accounting for and disclosure of events that occur after the balance sheet date but before financial statements are issued or are available to be issued ("subsequent events"). The standard requires disclosure of the date through which an entity has evaluated subsequent events and whether that date represents the date the financial statements were issued or were available to be issued. This disclosure is intended to alert all users of the financial statements that an entity has not evaluated subsequent events after that date in the set of financial statements being presented. The standard was effective for us as of June 30, 2009. Accordingly, we have evaluated subsequent events through the issuance of these financial statements on November 4, 2009. The adoption of this standard did not have an impact on our consolidated financial statements.

### Note 3: Earnings Per Share

Basic earnings per common share attributable to Comcast Corporation stockholders ("Basic EPS") is computed by dividing net income attributable to Comcast Corporation by the weighted-average number of common shares outstanding during the period.

Our potentially dilutive securities include potential common shares related to our stock options and our restricted share units ("RSUs"). Diluted earnings per common share attributable to Comcast Corporation stockholders ("Diluted EPS") considers the impact of potentially dilutive securities using the treasury stock method, except in periods in which there is a loss, because the inclusion of the potential common shares would have an antidilutive effect.

Diluted EPS for the three and nine months ended September 30, 2009 excluded approximately 199 million and 196 million, respectively, of potential common shares related to our share-based compensation plans, because their inclusion would have had an antidilutive effect. For the three and nine months ended September 30, 2008, Diluted EPS excluded approximately 142 million and 127 million potential common shares, respectively.

## Table of Contents

### Computation of Diluted EPS

	Three Months Ended September 30					
	2009			2008		
	Net Income Attributable to		Per Share	Net Income Attributable to		Per Share
	Comcast Corporation	Shares		Comcast Corporation	Shares	
(in millions, except per share data)			Amount			Amount
Basic EPS attributable to Comcast Corporation stockholders	\$ 944	2,872	\$ 0.33	\$ 771	2,909	\$ 0.26
Effect of dilutive securities:						
Assumed exercise or issuance of shares related to stock plans		5			11	
<b>Diluted EPS attributable to Comcast Corporation stockholders</b>	<b>\$ 944</b>	<b>2,877</b>	<b>\$ 0.33</b>	<b>\$ 771</b>	<b>2,920</b>	<b>\$ 0.26</b>

	Nine Months Ended September 30					
	2009			2008		
	Net Income		Per Share	Net Income		Per Share
	Attributable to Comcast Corporation	Shares		Attributable to Comcast Corporation	Shares	
(in millions, except per share data)			Amount			Amount
Basic EPS attributable to Comcast Corporation stockholders	\$ 2,683	2,882	\$ 0.93	\$ 2,135	2,958	\$ 0.72
Effect of dilutive securities:						
Assumed exercise or issuance of shares related to stock plans		8			15	
<b>Diluted EPS attributable to Comcast Corporation stockholders</b>	<b>\$ 2,683</b>	<b>2,890</b>	<b>\$ 0.93</b>	<b>\$ 2,135</b>	<b>2,973</b>	<b>\$ 0.72</b>

### Note 4: Investments

	September 30,	December 31,
(in millions)	2009	2008
Fair value method	\$ 1,773	\$ 943
Equity method, primarily SpectrumCo and Clearwire	2,189	2,177
Cost method, primarily AirTouch redeemable preferred shares	1,793	1,722
Total investments	5,755	4,842
Less: Current investments	56	59
<b>Noncurrent investments</b>	<b>\$ 5,699</b>	<b>\$ 4,783</b>

As of September 30, 2009 and December 31, 2008, the estimated fair value of the AirTouch preferred stock was \$1.541 billion and \$1.357 billion, respectively.

### Components of Investment Income (Loss), Net

	Three Months Ended September 30		Nine Months Ended September 30	
	2009	2008	2009	2008
(in millions)				
Gains on sales and exchanges of investments, net	\$ 10	\$ —	\$ 14	\$ 14
Investment impairment losses	(2)	(3)	(21)	(5)
Unrealized gains (losses) on securities underlying prepaid forward sale agreements	456	(122)	836	(413)
Mark to market adjustments on derivative component of prepaid forward sale agreements	(357)	138	(697)	411
Mark to market adjustments on derivative component of ZONES	2	49	6	27
Interest and dividend income	25	35	79	108
Other	14	(23)	1	(59)
<b>Investment income (loss), net</b>	<b>\$ 148</b>	<b>\$ 74</b>	<b>\$ 218</b>	<b>\$ 83</b>

## **Note 5: Long-Term Debt**

### **Borrowings**

In June 2009, we issued \$700 million principal amount of 5.70% notes due 2019 and \$800 million principal amount of 6.55% notes due 2039. During the nine months ended September 30, 2009, we issued \$300 million face amount of commercial paper, net of repayments. The net proceeds of these issuances, together with cash on hand, were used for the purchase of notes included in the cash tender offer, as described below, as well as for the repayment of outstanding borrowings under our revolving credit facility, the repayment of debt at its maturity as well as working capital and general corporate purposes.

### **Redemptions and Repayments**

In June 2009, we repaid at maturity \$750 million principal amount of our 6.875% notes due 2009. In July 2009, we repaid at maturity \$1.2 billion principal amount of our floating rate notes due 2009.

In July 2009, we completed a cash tender to purchase \$1.3 billion aggregate principal amount of certain of our outstanding notes consisting of approximately \$621 million principal amount of our 8.375% notes due 2013, \$367 million principal amount of our 7.125% notes due 2013 and \$312 million principal amount of our 7.875% senior debentures due 2013. During the three months ended September 30, 2009, we recognized approximately \$180 million of interest expense primarily associated with the premiums incurred in the tender offer.

During the nine months ended September 30, 2009, we repaid all \$1.0 billion of amounts outstanding under our revolving credit facility due 2013.

## **Note 6: Derivative Financial Instruments and Fair Value Measurements**

We use derivative financial instruments to manage our exposure to the risks associated with fluctuations in interest rates and equity prices. Our objective is to manage the financial and operational exposures arising from these risks by offsetting gains and losses on the underlying exposures with gains and losses on the derivatives used to economically hedge them. Our risk management control system is used to assist us in monitoring the hedging program, derivative positions and hedging strategies. Hedges that receive designated hedge accounting treatment are evaluated for effectiveness at the time they are designated, as well as throughout the hedging period. We do not engage in any speculative or leveraged derivative transactions. All derivative transactions must comply with a derivatives policy authorized by our Board of Directors.

We manage the credit risks associated with our derivative financial instruments through the evaluation and monitoring of the creditworthiness of the counterparties. Although we may be exposed to losses in the event of nonperformance by the counterparties, we do not expect such losses, if any, to be significant. The valuation adjustments we recorded against the derivative assets to reflect counterparty credit risk are not significant.

We periodically examine the instruments we use to hedge exposure to interest rate and equity price risks to ensure that the instruments are matched with underlying assets or liabilities, to reduce our risks related to changes in interest rates or equity prices and, through market value and sensitivity analysis, to maintain a high correlation to the risk inherent in the hedged item. For those instruments that do not meet the above conditions, and for those derivative instruments that are not designated as a hedge, changes in fair value are recognized on a current basis in earnings.

As of September 30, 2009, our derivatives designated as hedges included (i) the derivative component of our prepaid forward sale agreements, which are recorded to other noncurrent liabilities, and (ii) our interest rate swap agreements, which are recorded to other current or noncurrent assets or liabilities. Changes in the fair value of the derivative component of our prepaid forward sale agreements are recorded to investment income (loss). Changes in the fair value of our interest rate swap agreements are recorded to interest expense. These amounts are completely offset by changes in the fair value of the related debt because the swaps are deemed to be 100% effective. The difference between variable and fixed rates to be paid or received under the terms of the interest rate swap agreements is accrued as interest rates change and recognized as an adjustment to interest expense for the related debt.

As of September 30, 2009, our derivatives not designated as hedges included the derivative component of our ZONES debt, which is recorded to long-term debt.

## Table of Contents

As of September 30, 2009, our debt had an estimated fair value of \$32.153 billion. The estimated fair value of our publicly traded debt is based on quoted market values for the debt. To estimate the fair value of debt for which there are no quoted market prices, we use interest rates available to us for debt with similar terms and remaining maturities.

### Recurring Fair Value Measures

(in millions)	Fair Value as of September 30, 2009				December 31, 2008
	Level 1	Level 2	Level 3	Total	Total
<b>Assets</b>					
Trading securities	\$1,769	\$ —	\$ —	\$1,769	\$ 932
Available-for-sale securities	3	—	—	3	10
Equity warrants	—	—	1	1	1
Interest rate swap agreements	—	184	—	184	291
	<b>\$1,772</b>	<b>\$ 184</b>	<b>\$ 1</b>	<b>\$1,957</b>	<b>\$ 1,234</b>
<b>Liabilities</b>					
Derivative component of ZONES	\$ —	\$ 16	\$ —	\$ 16	\$ 23
Derivative component of prepaid forward sale agreements	—	231	—	231	(466)
Interest rate swap agreements	—	2	—	2	1
	<b>\$ —</b>	<b>\$ 249</b>	<b>\$ —</b>	<b>\$ 249</b>	<b>\$ (442)</b>

### Amount of Gain (Loss) Recognized in Income on Derivative Instruments

(in millions)	Three Months Ended	Nine Months Ended
	September 30, 2009	September 30, 2009
<b>Designated Fair Value Hedging Relationships</b>		
Interest Income (Expense):		
Interest rate swap agreements (fixed-to-variable)	\$ 43	\$ (108)
Long-term debt—interest rate swap agreements (fixed-to-variable)	(43)	108
Investment Income (Expense):		
Mark to market adjustments on derivative component of prepaid forward sale agreements	(357)	(697)
Unrealized gains (losses) on securities underlying prepaid forward sale agreements	456	836
Gain (Loss) on Fair Value Hedging Relationships	99	139
<b>Nondesignated</b>		
Investment Income (Expense):		
Mark to market adjustments on derivative component of ZONES	2	6
<b>Total Gain (Loss)</b>	<b>\$ 101</b>	<b>\$ 145</b>

The difference between variable and fixed rates received under the terms of our interest rate swap agreements reduced interest expense by approximately \$26 million and \$74 million during the three and nine months ended September 30, 2009, respectively.

## Note 7: Noncontrolling Interests

Certain of our subsidiaries that we consolidate are not wholly owned. Some of the agreements with the minority partners of these subsidiaries contain redemption features whereby interests held by the minority partners are redeemable either (i) at the option of the holder or (ii) upon the occurrence of an event that is not solely within our control. If interests were to be redeemed under these agreements, we would generally be required to purchase the interests at fair value on the date of redemption. In accordance with the accounting guidance for the classification and measurement of redeemable interests, these interests are presented on the balance sheet outside of equity under the caption “Redeemable noncontrolling interests.” Noncontrolling interests that do not contain such redemption features are presented in equity.

## Table of Contents

During the nine months ended September 30, 2009, we purchased all of the noncontrolling interest of one of our technology ventures, which had a carrying value of approximately \$35 million, for approximately \$5 million and rights to existing intellectual property. The difference between the amount paid and the carrying value of the noncontrolling interest resulted in an increase of approximately \$30 million to additional paid-in capital of Comcast Corporation.

The table below presents the changes in equity resulting from net income attributable to Comcast Corporation and transfers to or from noncontrolling interests.

	Nine Months Ended
(in millions)	September 30, 2009
Net income attributable to Comcast Corporation	\$ 2,683
Transfers from (to) noncontrolling interests:	
Increase in Comcast Corporation additional paid-in capital resulting from the purchase of noncontrolling interest	30
Changes from net income attributable to Comcast Corporation and transfers from (to) noncontrolling interests	\$ 2,713

## Note 8: Equity

### Share-Based Compensation

Our Board of Directors may grant share-based awards, in the form of stock options and RSUs, to certain employees and directors. Additionally, through our employee stock purchase plan, employees are able to purchase shares of Comcast Class A common stock at a discount through payroll deductions.

In March 2009, we granted 29.5 million stock options and 10.0 million RSUs related to our annual management grant program. The fair values associated with these grants were \$4.94 per stock option and \$13.48 per RSU.

### Recognized Share-Based Compensation Expense

	Three Months Ended September 30		Nine Months Ended September 30	
(in millions)	2009	2008	2009	2008
Stock options	\$ 28	\$ 29	\$ 75	\$ 73
Restricted share units	29	27	69	70
Employee stock purchase plan	3	4	10	12
<b>Total</b>	<b>\$ 60</b>	<b>\$ 60</b>	<b>\$ 154</b>	<b>\$ 155</b>

As of September 30, 2009, there was \$344 million and \$318 million of unrecognized pretax compensation cost related to nonvested stock options and nonvested RSUs, respectively.

The employee cost associated with participation in the employee stock purchase plan was satisfied with payroll deductions of approximately \$11 million and \$38 million for the three and nine months ended September 30, 2009, respectively. For the three and nine months ended September 30, 2008, the employee cost was approximately \$12 million and \$40 million, respectively.

### Accumulated Other Comprehensive Income (Loss)

The table below presents our accumulated other comprehensive income (loss), net of deferred taxes.

September 30 (in millions)	2009	2008
Unrealized gains (losses) on marketable securities	\$ 23	\$ 12
Deferred gains (losses) on cash flow hedges	(64)	(100)
Unrealized gains (losses) on employee benefit obligations	(31)	23
Cumulative translation adjustments	—	1
Accumulated other comprehensive income (loss)	\$ (72)	\$ (64)



## Table of Contents

Deferred losses on cash flow hedges in the table above relate primarily to previous interest rate lock agreements. As of September 30, 2009, we expect \$16 million of unrealized losses, \$10 million net of deferred taxes, to be reclassified as an adjustment to interest expense over the next 12 months.

### Note 9: Income Taxes

Income tax expense for the three and nine months ended September 30, 2009 was reduced by approximately \$251 million and \$436 million, respectively, primarily due to the recognition of tax benefits associated with uncertain tax positions and related interest and certain corporate reorganizations (see Note 13). The primary impacts of these adjustments were reductions to our deferred income tax and other long-term liabilities. These adjustments also reduced our unrecognized tax benefits, which were approximately \$1.2 billion as of September 30, 2009.

In October 2009, we reached tentative settlements with various taxing authorities that are expected to result in recognition of additional tax benefits and a further reduction of our unrecognized tax benefits in 2009.

### Note 10: Statement of Cash Flows—Supplemental Information

The table below presents our adjustments to reconcile net income from consolidated operations to net cash provided by operating activities.

(in millions)	Nine Months Ended September 30	
	2009	2008
Net income from consolidated operations	\$2,668	\$2,113
Adjustments to reconcile net income from consolidated operations to net cash provided by operating activities:		
Depreciation	4,148	4,093
Amortization	760	694
Share-based compensation	192	195
Noncash interest expense (income), net	125	164
Equity in net (income) losses of affiliates, net	44	36
(Gains) losses on investments and noncash other (income) expense, net	(146)	(287)
Deferred income taxes	572	609
Changes in operating assets and liabilities, net of effects of acquisitions and divestitures:		
Change in accounts receivable, net	(11)	4
Change in accounts payable and accrued expenses related to trade creditors	(73)	(21)
Change in other operating assets and liabilities	(554)	(227)
<b>Net cash provided by operating activities</b>	<b>\$7,725</b>	<b>\$7,373</b>

### Cash Payments for Interest and Income Taxes

(in millions)	Three Months Ended September 30		Nine Months Ended September 30	
	2009	2008	2009	2008
Interest	\$ 615	\$ 679	\$ 1,678	\$ 1,795
Income taxes	\$ 194	\$ 234	\$ 940	\$ 589

### Noncash Financing and Investing Activities

During the nine months ended September 30, 2009, we:

- recorded a liability of approximately \$193 million for a quarterly cash dividend of \$0.0675 per common share paid in October 2009, which is a noncash financing activity
- recorded a liability of approximately \$27 million for share repurchases that settled in October 2009, which is a noncash financing activity
- acquired approximately \$381 million of property and equipment and software that was accrued but unpaid, which is a noncash investing activity

## **Note 11: Commitments and Contingencies**

### **Commitments**

One of our subsidiaries supports debt compliance with respect to obligations of a cable system in which we hold an ownership interest. The obligation expires March 2011. Although there can be no assurance, we believe that we will not be required to meet our obligation under this commitment. The total notional amount of our commitment was \$410 million as of September 30, 2009, at which time there were no quoted market prices for similar agreements.

### **Contingencies**

#### ***Antitrust Cases***

We are defendants in two purported class actions originally filed in December 2003 in the United States District Courts for the District of Massachusetts and the Eastern District of Pennsylvania. The potential class in the Massachusetts case, which has been transferred to the Eastern District of Pennsylvania, is our subscriber base in the “Boston Cluster” area, and the potential class in the Pennsylvania case is our subscriber base in the “Philadelphia and Chicago Clusters,” as those terms are defined in the complaints. In each case, the plaintiffs allege that certain subscriber exchange transactions with other cable providers resulted in unlawful horizontal market restraints in those areas and seek damages under antitrust statutes, including treble damages.

Classes of Philadelphia Cluster and Chicago Cluster subscribers were certified in May 2007 and October 2007, respectively. In March 2009, as a result of a Third Circuit Court of Appeals decision clarifying the standards for class certification, the order certifying the Philadelphia Cluster class was vacated without prejudice to the plaintiffs filing a new motion. A hearing on the plaintiffs’ new motion, which was filed in April 2009, took place in October 2009, and a decision is pending. The plaintiffs’ claims concerning the other two clusters are stayed pending determination of the Philadelphia Cluster claims.

In addition, we are among the defendants in a purported class action filed in the United States District Court for the Central District of California (“Central District”) in September 2007. The potential class is comprised of all persons residing in the United States who have subscribed to an expanded basic level of video service provided by one of the defendants. The plaintiffs allege that the defendants who produce video programming have entered into agreements with the defendants who distribute video programming via cable and satellite (including us), which preclude the distributor defendants from reselling channels to subscribers on an “unbundled” basis in violation of federal antitrust laws. The plaintiffs seek treble damages and injunctive relief requiring each distributor defendant to resell certain channels to its subscribers on an “unbundled” basis. In October 2009, the Central District issued an order dismissing the plaintiffs’ complaint with prejudice. Plaintiffs have appealed that order to the Ninth Circuit Court of Appeals.

#### ***ERISA Litigation***

We and several of our current officers have been named as defendants in a purported class action lawsuit filed in the United States District Court for the Eastern District of Pennsylvania in February 2008. The alleged class comprises participants in our retirement investment (401(k)) plan that invested in the plan’s company stock account. The plaintiff asserts that the defendants breached their fiduciary duties under the Employee Retirement Income Security Act of 1974 (ERISA) in managing the plan by allowing participants to continue to invest in the company stock account during a time in 2007 when we allegedly knew (but had not disclosed) that we would not meet our forecasted results. The plaintiff seeks unspecified damages. In June 2009, the plaintiff filed a motion to have the case certified as a class action and we filed a response opposing that motion.

\* \* \*

We believe the claims in each of the actions described above in this item are without merit and intend to defend the actions vigorously. Although we cannot predict the outcome of any of the actions described above or how the final resolution of any such actions would impact our results of operations or cash flows for any one period or our consolidated financial condition, the final disposition of any of the above actions is not expected to have a material adverse effect on our consolidated financial position, but could possibly be material to our consolidated results of operations or cash flows for any one period.

## Table of Contents

### Other

We are a defendant in several unrelated lawsuits claiming infringement of various patents relating to various aspects of our businesses. In certain of these cases, other industry participants are also defendants, and also in certain of these cases, we expect that any potential liability would be in part or in whole the responsibility of our equipment and technology vendors under applicable contractual indemnification provisions.

We are subject to other legal proceedings and claims that arise in the ordinary course of our business. While the amount of ultimate liability with respect to such actions is not expected to materially affect our financial position, results of operations or cash flows, any litigation resulting from any such legal proceedings or claims could be time consuming, costly and injure our reputation.

### Note 12: Financial Data by Business Segment

Our reportable segments consist of our Cable and Programming businesses. In evaluating the profitability of our segments, the components of net income (loss) below operating income (loss) before depreciation and amortization are not separately evaluated by our management. Assets are not allocated to segments for management reporting, although approximately 95% of our assets relate to our Cable segment. Our financial data by business segment is presented in the table below.

(in millions)	Cable(a) (b)	Programming (c)	Corporate and Other(d)(e)	Eliminations (e)(f)	Total
<b>Three months ended September 30, 2009</b>					
Revenue(g)	\$ 8,356	\$ 383	\$ 156	\$ (93)	\$ 8,802
Operating income (loss) before depreciation and amortization(h)	3,314	118	(107)	1	3,326
Depreciation and amortization	1,541	49	30	(5)	1,615
Operating income (loss)	1,773	69	(137)	6	1,711
Capital expenditures	1,212	9	6	—	1,227
<b>Three months ended September 30, 2008</b>					
Revenue(g)	\$ 8,131	\$ 347	\$ 128	\$ (57)	\$ 8,549
Operating income (loss) before depreciation and amortization(h)	3,251	105	(119)	—	3,237
Depreciation and amortization	1,502	46	27	(8)	1,567
Operating income (loss)	1,749	59	(146)	8	1,670
Capital expenditures	1,268	12	26	—	1,306
<b>Nine months ended September 30, 2009</b>					
Revenue(g)	\$25,181	\$ 1,128	\$ 517	\$ (251)	\$26,575
Operating income (loss) before depreciation and amortization(h)	10,221	343	(258)	(1)	10,305
Depreciation and amortization	4,698	146	86	(22)	4,908
Operating income (loss)	5,523	197	(344)	21	5,397
Capital expenditures	3,450	23	35	—	3,508
<b>Nine months ended September 30, 2008</b>					
Revenue(g)	\$24,147	\$ 1,076	\$ 453	\$ (185)	\$25,491
Operating income (loss) before depreciation and amortization(h)	9,755	307	(299)	(1)	9,762
Depreciation and amortization	4,587	145	78	(23)	4,787
Operating income (loss)	5,168	162	(377)	22	4,975
Capital expenditures	3,877	22	138	—	4,037

(a) For the three and nine months ended September 30, 2009 and 2008, Cable segment revenue was derived from the following services:

## Table of Contents

	Three Months Ended September 30		Nine Months Ended September 30	
	2009	2008	2009	2008
Video	57.2%	58.6%	57.9%	59.4%
High-speed Internet	23.1	22.4	22.9	22.2
Phone	9.9	8.5	9.6	7.9
Advertising	3.8	4.7	3.6	4.7
Franchise fees	2.8	2.8	2.8	2.8
Other	3.2	3.0	3.2	3.0
<b>Total</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>

Subscription revenue received from customers who purchase bundled services at a discounted rate is allocated proportionately to each service based on the individual service's price on a stand-alone basis.

- (b) Our Cable segment includes our regional sports networks.
- (c) Our Programming segment consists primarily of our consolidated national programming networks, including E!, Golf Channel, VERSUS, G4 and Style.
- (d) Corporate and Other activities include Comcast Interactive Media, Comcast Spectacor, a portion of the operating results of our less than wholly owned technology development ventures (see "(e)" below), corporate activities and all other businesses not presented in our Cable or Programming segments.
- (e) We consolidate our less than wholly owned technology development ventures that we control or of which we are considered the primary beneficiary. These ventures are with various corporate partners, such as Motorola and Gemstar. The ventures have been created to share the costs of development of new technologies for set-top boxes and other devices. The results of these entities are included within Corporate and Other except for cost allocations, which are made to the Cable segment based on our percentage ownership in each entity.
- (f) Included in the Eliminations column are transactions that our segments enter into with one another. The most common types of transactions are the following:
  - our Programming segment generates revenue by selling cable network programming to our Cable segment, which represents a substantial majority of the revenue elimination amount
  - our Cable segment receives incentives offered by our Programming segment when negotiating programming contracts that are recorded as a reduction to programming expenses
  - our Cable segment generates revenue by selling advertising and by selling the use of satellite feeds to our Programming segment
  - our Cable segment generates revenue by providing network services to Comcast Interactive Media
- (g) Non-U.S. revenue was not significant in any period. No single customer accounted for a significant amount of our revenue in any period.
- (h) To measure the performance of our operating segments, we use operating income (loss) before depreciation and amortization, excluding impairments related to fixed and intangible assets, and gains or losses from the sale of assets, if any. This measure eliminates the significant level of noncash depreciation and amortization expense that results from the capital-intensive nature of our businesses and from intangible assets recognized in business combinations. It is also unaffected by our capital structure or investment activities. We use this measure to evaluate our consolidated operating performance and the operating performance of our operating segments, and to allocate resources and capital to our operating segments. It is also a significant performance measure in our annual incentive compensation programs. We believe that this measure is useful to investors because it is one of the bases for comparing our operating performance with other companies in our industries, although our measure may not be directly comparable to similar measures used by other companies. This measure should not be considered a substitute for operating income (loss), net income (loss) attributable to Comcast Corporation, net cash provided by operating activities or other measures of performance or liquidity reported in accordance with GAAP.

## Note 13: Condensed Consolidating Financial Information

Comcast Corporation and four of our wholly owned cable holding company subsidiaries, Comcast Cable Communications, LLC (“CCCL”), Comcast MO Group, Inc. (“Comcast MO Group”), Comcast Cable Holdings, LLC (“CCH”) and Comcast MO of Delaware, LLC (“Comcast MO of Delaware”), have fully and unconditionally guaranteed each other’s debt securities. Comcast MO Group, CCH and Comcast MO of Delaware are collectively referred to as the “Combined CCHMO Parents.”

On August 31, 2009, we merged our wholly owned subsidiary Comcast Cable Communications Holdings, Inc. (“CCCH”), a guarantor prior to the merger, with and into CCCL. Accordingly, the financial information for the CCCL parent reflects both the former CCCH parent and the CCCL parent for all periods presented.

Comcast Corporation unconditionally guarantees the \$211 million principal amount currently outstanding of Comcast Holdings’ ZONES due October 2029 and the \$202 million principal amount currently outstanding of Comcast Holdings’ 10 5/8% senior subordinated debentures due 2012. Comcast Corporation does not guarantee the \$71 million principal amount outstanding of Comcast Holdings’ ZONES due November 2029. We have included Comcast Holdings’ condensed consolidating financial information for all periods presented. Our condensed consolidating financial information is presented in the tables below.

### Comcast Corporation Condensed Consolidating Balance Sheet September 30, 2009

	Comcast		Combined		Comcast		Elimination and Consolidation		Consolidated
(in millions)	Parent	CCCL Parent	CCHMO Parents	Holdings	Non- Guarantor Subsidiaries	Adjustments		Comcast Corporation	
<b>ASSETS</b>									
Cash and cash equivalents	\$ —	\$ —	\$ —	\$ —	\$ 862	\$ —		\$ 862	
Investments	—	—	—	—	56	—		56	
Accounts receivable, net	—	—	—	—	1,639	—		1,639	
Other current assets	188	2	—	—	659	—		849	
Total current assets	188	2	—	—	3,216	—		3,406	
Investments	—	—	—	—	5,699	—		5,699	
Investments in and amounts due from subsidiaries eliminated upon consolidation	73,639	79,245	46,299	27,635	5,355	(232,173)		—	
Property and equipment, net	307	—	—	—	23,298	—		23,605	
Franchise rights	—	—	—	—	59,442	—		59,442	
Goodwill	—	—	—	—	14,934	—		14,934	
Other intangible assets, net	11	—	—	—	4,198	—		4,209	
Other noncurrent assets, net	406	15	—	9	738	—		1,168	
<b>Total assets</b>	<b>\$ 74,551</b>	<b>\$ 79,262</b>	<b>\$ 46,299</b>	<b>\$ 27,644</b>	<b>\$ 116,880</b>	<b>\$ (232,173)</b>		<b>\$ 112,463</b>	
<b>LIABILITIES AND EQUITY</b>									
Accounts payable and accrued expenses related to trade creditors	\$ 198	\$ —	\$ —	\$ —	\$ 2,935	\$ —		\$ 3,133	
Accrued expenses and other current liabilities	758	257	29	125	1,836	—		3,005	
Current portion of long-term debt	902	—	—	—	52	—		954	
Total current liabilities	1,858	257	29	125	4,823	—		7,092	
Long-term debt, less current portion	20,629	4,925	2,356	326	257	—		28,493	
Deferred income taxes	8,068	—	—	688	18,810	—		27,566	
Other noncurrent liabilities	1,685	—	—	171	4,907	—		6,763	
Redeemable noncontrolling interests	—	—	—	—	168	—		168	
Equity:									
Common stock	33	—	—	—	—	—		33	
Other stockholders’ equity	42,278	74,080	43,914	26,334	87,845	(232,173)		42,278	
Total Comcast Corporation stockholders’ equity	42,311	74,080	43,914	26,334	87,845	(232,173)		42,311	
Noncontrolling interests	—	—	—	—	70	—		70	
Total equity	42,311	74,080	43,914	26,334	87,915	(232,173)		42,381	
<b>Total liabilities and equity</b>	<b>\$ 74,551</b>	<b>\$ 79,262</b>	<b>\$ 46,299</b>	<b>\$ 27,644</b>	<b>\$ 116,880</b>	<b>\$ (232,173)</b>		<b>\$ 112,463</b>	

**Comcast Corporation**  
**Condensed Consolidating Balance Sheet**  
**December 31, 2008**

(in millions)	Comcast		Combined	Comcast	Non-	Elimination	Consolidated
	Parent	CCCL	CCHMO	Holdings	Guarantor	and	Comcast
		Parent	Parents		Subsidiaries	Consolidation	Corporation
						Adjustments	
<b>ASSETS</b>							
Cash and cash equivalents	\$ —	\$ —	\$ —	\$ —	\$ 1,195	\$ —	\$ 1,195
Investments	—	—	—	—	59	—	59
Accounts receivable, net	—	—	—	—	1,626	—	1,626
Other current assets	171	8	—	—	657	—	836
Total current assets	171	8	—	—	3,537	—	3,716
Investments	—	—	—	—	4,783	—	4,783
Investments in and amounts due from subsidiaries eliminated upon consolidation	70,076	78,035	46,314	26,519	4,471	(225,415)	—
Property and equipment, net	306	—	—	—	24,138	—	24,444
Franchise rights	—	—	—	—	59,449	—	59,449
Goodwill	—	—	—	—	14,889	—	14,889
Other intangible assets, net	1	—	—	—	4,557	—	4,558
Other noncurrent assets, net	603	21	—	17	537	—	1,178
<b>Total assets</b>	<b>\$ 71,157</b>	<b>\$78,064</b>	<b>\$ 46,314</b>	<b>\$ 26,536</b>	<b>\$ 116,361</b>	<b>\$ (225,415)</b>	<b>\$ 113,017</b>
<b>LIABILITIES AND EQUITY</b>							
Accounts payable and accrued expenses related to trade creditors	\$ 196	\$ —	\$ —	\$ —	\$ 3,197	\$ —	\$ 3,393
Accrued expenses and other current liabilities	810	297	87	129	1,945	—	3,268
Current portion of long-term debt	1,242	1,006	—	—	30	—	2,278
Total current liabilities	2,248	1,303	87	129	5,172	—	8,939
Long-term debt, less current portion	19,839	6,756	2,691	610	282	—	30,178
Deferred income taxes	7,160	—	—	656	19,166	—	26,982
Other noncurrent liabilities	1,460	—	—	119	4,592	—	6,171
Redeemable noncontrolling interests	—	—	—	—	171	—	171
Equity:							
Common stock	33	—	—	—	—	—	33
Other stockholders' equity	40,417	70,005	43,536	25,022	86,852	(225,415)	40,417
Total Comcast Corporation stockholders' equity	40,450	70,005	43,536	25,022	86,852	(225,415)	40,450
Noncontrolling interests	—	—	—	—	126	—	126
Total equity	40,450	70,005	43,536	25,022	86,978	(225,415)	40,576
<b>Total liabilities and equity</b>	<b>\$ 71,157</b>	<b>\$78,064</b>	<b>\$ 46,314</b>	<b>\$ 26,536</b>	<b>\$ 116,361</b>	<b>\$ (225,415)</b>	<b>\$ 113,017</b>

**Comcast Corporation**  
**Condensed Consolidating Statement of Operations**  
**For the Three Months Ended September 30, 2009**

	Comcast	CCCL	Combined	Comcast	Non-	Elimination	Consolidated
(in millions)	Parent	Parent	CCHMO Parents	Holdings	Guarantor Subsidiaries	and Consolidation Adjustments	Comcast Corporation
<b>Revenue:</b>							
Service revenue	\$ —	\$ —	\$ —	\$ —	\$ 8,802	\$ —	\$ 8,802
Management fee revenue	192	168	108	—	—	(468)	—
	192	168	108	—	8,802	(468)	8,802
<b>Costs and Expenses:</b>							
Operating (excluding depreciation and amortization)	—	—	—	—	3,490	—	3,490
Selling, general and administrative	92	168	108	15	2,071	(468)	1,986
Depreciation	7	—	—	—	1,355	—	1,362
Amortization	—	—	—	—	253	—	253
	99	168	108	15	7,169	(468)	7,091
Operating income (loss)	93	—	—	(15)	1,633	—	1,711
<b>Other Income (Expense):</b>							
Interest expense	(335)	(254)	(79)	(8)	(31)	—	(707)
Investment income (loss), net	1	—	—	2	145	—	148
Equity in net income (losses) of affiliates, net	1,101	1,267	853	629	(234)	(3,633)	(17)
Other income (expense)	—	—	—	—	2	—	2
	767	1,013	774	623	(118)	(3,633)	(574)
Income (loss) before income taxes	860	1,013	774	608	1,515	(3,633)	1,137
Income tax (expense) benefit	84	89	28	7	(411)	—	(203)
Net income (loss) from consolidated operations	944	1,102	802	615	1,104	(3,633)	934
Net (income) loss attributable to noncontrolling interests	—	—	—	—	10	—	10
<b>Net income (loss) attributable to Comcast Corporation</b>	<b>\$ 944</b>	<b>\$1,102</b>	<b>\$ 802</b>	<b>\$ 615</b>	<b>\$ 1,114</b>	<b>\$ (3,633)</b>	<b>\$ 944</b>

**Comcast Corporation**  
**Condensed Consolidating Statement of Operations**  
**For the Three Months Ended September 30, 2008**

	Comcast	CCCL	Combined	Comcast	Non-	Elimination	Consolidated
(in millions)	Parent	Parent	CCHMO Parents	Holdings	Guarantor Subsidiaries	and Consolidation Adjustments	Comcast Corporation
<b>Revenue:</b>							
Service revenue	\$ —	\$ —	\$ —	\$ —	\$ 8,549	\$ —	\$ 8,549
Management fee revenue	184	161	104	—	—	(449)	—
	184	161	104	—	8,549	(449)	8,549
<b>Costs and Expenses:</b>							
Operating (excluding depreciation and amortization)	—	—	—	—	3,345	—	3,345
Selling, general and administrative	95	161	104	14	2,042	(449)	1,967
Depreciation	7	—	—	—	1,325	—	1,332
Amortization	—	—	—	—	235	—	235
	102	161	104	14	6,947	(449)	6,879
Operating income (loss)	82	—	—	(14)	1,602	—	1,670
<b>Other Income (Expense):</b>							
Interest expense	(333)	(158)	(52)	(26)	(32)	—	(601)
Investment income (loss), net	(13)	—	—	49	38	—	74
Equity in net income (losses) of affiliates, net	940	1,122	719	375	17	(3,170)	3
Other income (expense)	—	—	—	—	11	—	11
	594	964	667	398	34	(3,170)	(513)
Income (loss) before income taxes	676	964	667	384	1,636	(3,170)	1,157
Income tax (expense) benefit	95	54	18	(3)	(565)	—	(401)
Net income (loss) from consolidated operations	771	1,018	685	381	1,071	(3,170)	756
Net (income) loss attributable to noncontrolling interests	—	—	—	—	15	—	15
<b>Net income (loss) attributable to Comcast Corporation</b>	<b>\$ 771</b>	<b>\$1,018</b>	<b>\$ 685</b>	<b>\$ 381</b>	<b>\$ 1,086</b>	<b>\$ (3,170)</b>	<b>\$ 771</b>



## Table of Contents

### Comcast Corporation Condensed Consolidating Statement of Operations For the Nine Months Ended September 30, 2009

	Comcast	CCCL	Combined	Comcast	Non-	Elimination	Consolidated
(in millions)	Parent	Parent	CCHMO Parents	Holdings	Guarantor Subsidiaries	and Consolidation Adjustments	Comcast Corporation
<b>Revenue:</b>							
Service revenue	\$ —	\$ —	\$ —	\$ —	26,575	\$ —	\$ 26,575
Management fee revenue	576	504	323	—	—	(1,403)	—
	576	504	323	—	26,575	(1,403)	26,575
<b>Costs and Expenses:</b>							
Operating (excluding depreciation and amortization)	—	—	—	—	10,600	—	10,600
Selling, general and administrative	252	504	323	43	5,951	(1,403)	5,670
Depreciation	21	—	—	—	4,127	—	4,148
Amortization	—	—	—	—	760	—	760
	273	504	323	43	21,438	(1,403)	21,178
Operating income (loss)	303	—	—	(43)	5,137	—	5,397
<b>Other Income (Expense):</b>							
Interest expense	(969)	(562)	(179)	(18)	(100)	—	(1,828)
Investment income (loss), net	(6)	—	—	7	217	—	218
Equity in net income (losses) of affiliates, net	3,120	3,592	2,436	1,430	(329)	(10,293)	(44)
Other income (expense)	—	—	—	—	13	—	13
	2,145	3,030	2,257	1,419	(199)	(10,293)	(1,641)
Income (loss) before income taxes	2,448	3,030	2,257	1,376	4,938	(10,293)	3,756
Income tax (expense) benefit	235	197	63	19	(1,602)	—	(1,088)
Net income (loss) from consolidated operations	2,683	3,227	2,320	1,395	3,336	(10,293)	2,668
Net (income) loss attributable to noncontrolling interests	—	—	—	—	15	—	15
<b>Net income (loss) attributable to Comcast Corporation</b>	<b>\$ 2,683</b>	<b>\$3,227</b>	<b>\$ 2,320</b>	<b>\$ 1,395</b>	<b>\$ 3,351</b>	<b>\$ (10,293)</b>	<b>\$ 2,683</b>

**Comcast Corporation**  
**Condensed Consolidating Statement of Operations**  
**For the Nine Months Ended September 30, 2008**

	Comcast	CCCL	Combined	Comcast	Non-	Elimination	Consolidated
(in millions)	Parent	Parent	CCHMO Parents	Holdings	Guarantor Subsidiaries	and Consolidation Adjustments	Comcast Corporation
<b>Revenue:</b>							
Service revenue	\$ —	\$ —	\$ —	\$ —	\$ 25,491	\$ —	\$ 25,491
Management fee revenue	544	472	306	—	—	(1,322)	—
	544	472	306	—	25,491	(1,322)	25,491
<b>Costs and Expenses:</b>							
Operating (excluding depreciation and amortization)	—	—	—	—	10,040	—	10,040
Selling, general and administrative	272	472	306	40	5,921	(1,322)	5,689
Depreciation	17	—	—	—	4,076	—	4,093
Amortization	—	—	—	—	694	—	694
	289	472	306	40	20,731	(1,322)	20,516
Operating income (loss)	255	—	—	(40)	4,760	—	4,975
<b>Other Income (Expense):</b>							
Interest expense	(976)	(479)	(162)	(121)	(102)	—	(1,840)
Investment income (loss), net	(22)	—	—	27	78	—	83
Equity in net income (losses) of affiliates, net	2,616	3,197	2,088	1,065	(38)	(8,964)	(36)
Other income (expense)	(1)	—	—	—	296	—	295
	1,617	2,718	1,926	971	234	(8,964)	(1,498)
Income (loss) before income taxes	1,872	2,718	1,926	931	4,994	(8,964)	3,477
Income tax (expense) benefit	263	167	57	47	(1,898)	—	(1,364)
Net income (loss) from consolidated operations	2,135	2,885	1,983	978	3,096	(8,964)	2,113
Net (income) loss attributable to noncontrolling interests	—	—	—	—	22	—	22
<b>Net income (loss) attributable to Comcast Corporation</b>	<b>\$ 2,135</b>	<b>\$2,885</b>	<b>\$ 1,983</b>	<b>\$ 978</b>	<b>\$ 3,118</b>	<b>\$ (8,964)</b>	<b>\$ 2,135</b>

**Comcast Corporation**  
**Condensed Consolidating Statement of Cash Flows**  
**For the Nine Months Ended September 30, 2009**

	Comcast		Combined	Comcast	Non-	Elimination	Consolidated
(in millions)	Parent	CCCL	CCHMO	Holdings	Guarantor	and	Comcast
		Parent	Parents		Subsidiaries	Consolidation	Corporation
						Adjustments	
Net cash provided by (used in) operating activities	\$ 22	\$ (330)	\$ (197)	\$ 6	\$ 8,224	—	\$ 7,725
Financing Activities:							
Proceeds from borrowings	1,792	—	—	—	51	—	1,843
Repurchases and repayments of debt	(1,241)	(2,836)	(312)	(262)	(58)	—	(4,709)
Repurchases of common stock	(438)	—	—	—	—	—	(438)
Dividends paid	(568)	—	—	—	—	—	(568)
Issuances of common stock	1	—	—	—	—	—	1
Other	(10)	(130)	(42)	—	(4)	—	(186)
Net cash provided by (used in) financing activities	(464)	(2,966)	(354)	(262)	(11)	—	(4,057)
Investing Activities:							
Net transactions with affiliates	472	3,296	551	256	(4,575)	—	—
Capital expenditures	(24)	—	—	—	(3,484)	—	(3,508)
Cash paid for intangible assets	(6)	—	—	—	(377)	—	(383)
Acquisitions, net of cash acquired	—	—	—	—	(36)	—	(36)
Proceeds from sales of investments	—	—	—	—	31	—	31
Purchases of investments	—	—	—	—	(142)	—	(142)
Other	—	—	—	—	37	—	37
Net cash provided by (used in) investing activities	442	3,296	551	256	(8,546)	—	(4,001)
Increase (decrease) in cash and cash equivalents	—	—	—	—	(333)	—	(333)
Cash and cash equivalents, beginning of period	—	—	—	—	1,195	—	1,195
Cash and cash equivalents, end of period	\$ —	\$ —	\$ —	\$ —	862	\$ —	\$ 862

**Comcast Corporation**  
**Condensed Consolidating Statement of Cash Flows**  
**For the Nine Months Ended September 30, 2008**

	Comcast	CCCL	Combined	Comcast	Non-	Elimination	Consolidated
(in millions)	Parent	Parent	CCHMO Parents	Holdings	Guarantor Subsidiaries	and Consolidation Adjustments	Comcast Corporation
Net cash provided by (used in) operating activities	\$ (172)	\$ (356)	\$ (187)	\$ 25	\$ 8,063	\$ —	\$ 7,373
Financing Activities:							
Proceeds from borrowings	1,998	1,500	—	—	15	—	3,513
Retirement and repayments of debt	(300)	(350)	(300)	(154)	(39)	—	(1,143)
Repurchases of common stock	(2,800)	—	—	—	—	—	(2,800)
Dividends paid	(367)	—	—	—	—	—	(367)
Issuances of common stock	53	—	—	—	—	—	53
Other	(3)	—	—	(53)	(92)	—	(148)
Net cash provided by (used in) financing activities	(1,419)	1,150	(300)	(207)	(116)	—	(892)
Investing Activities:							
Net transactions with affiliates	1,753	(794)	487	182	(1,628)	—	—
Capital expenditures	(124)	—	—	—	(3,913)	—	(4,037)
Cash paid for intangible assets	—	—	—	—	(376)	—	(376)
Acquisitions, net of cash acquired	—	—	—	—	(700)	—	(700)
Proceeds from sales of investments	—	—	—	—	452	—	452
Purchases of investments	—	—	—	—	(67)	—	(67)
Other	(38)	—	—	—	36	—	(2)
Net cash provided by (used in) investing activities	1,591	(794)	487	182	(6,196)	—	(4,730)
Increase (decrease) in cash and cash equivalents	—	—	—	—	1,751	—	1,751
Cash and cash equivalents, beginning of period	—	—	—	—	963	—	963
<b>Cash and cash equivalents, end of period</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ 2,714</b>	<b>\$ —</b>	<b>\$ 2,714</b>

## **ITEM 2: MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS**

### **Overview**

We are the nation’s leading provider of cable services, offering a variety of entertainment, information and communications services to residential and commercial customers. As of September 30, 2009, our cable systems served approximately 23.8 million video customers, 15.7 million high-speed Internet customers and 7.4 million phone customers and passed over 51 million homes in 39 states and the District of Columbia. We report the results of these operations as our Cable segment, which generates approximately 95% of our revenue. Our Cable segment generates revenue primarily through subscriptions to our video, high-speed Internet and phone services (“cable services”). Other Cable segment revenue sources include advertising and the operation of our regional sports networks. Our other reportable segment, Programming, consists primarily of our consolidated national programming networks, including E!, Golf Channel, VERSUS, G4 and Style. Revenue from our Programming segment is generated primarily from the sale of advertising, from monthly per subscriber license fees paid by multichannel video providers and from licensing our programming internationally.

Highlights and business developments for the nine months ended September 30, 2009 include the following:

- an increase in consolidated revenue of 4.3% to approximately \$26.6 billion and an increase in consolidated operating income of 8.5% to approximately \$5.4 billion compared to the same period in 2008
- an increase in Cable segment revenue of 4.3% to approximately \$25.2 billion and an increase in operating income before depreciation and amortization of 4.8% to approximately \$10.2 billion compared to the same period in 2008
- the addition of approximately 755,000 high-speed Internet customers, approximately 906,000 digital phone customers, and a net decrease of approximately 424,000 video customers with the addition or upgrade from analog of approximately 1.0 million digital video customers
- a reduction in Cable segment capital expenditures of 11.0% to approximately \$3.4 billion compared to the same period in 2008
- the repurchase of approximately 31.6 million shares of our Class A and Class A Special common stock under our share repurchase authorization for approximately \$465 million
- a decrease in our total debt primarily due to approximately \$2.0 billion of scheduled debt maturities and approximately \$1.3 billion related to the completion of a cash tender offer

## Consolidated Operating Results

	Three Months Ended September 30		Increase/ (Decrease)	Nine Months Ended September 30		Increase/ (Decrease)
(in millions)	2009	2008		2009	2008	
<b>Revenue</b>	\$ 8,802	\$ 8,549	3.0%	\$26,575	\$25,491	4.3%
Costs and Expenses:						
Operating, selling, general and administrative (excluding depreciation and amortization)	5,476	5,312	3.1	16,270	15,729	3.4
Depreciation	1,362	1,332	2.2	4,148	4,093	1.3
Amortization	253	235	8.1	760	694	9.6
<b>Operating income</b>	1,711	1,670	2.4	5,397	4,975	8.5
Other income (expense) items, net	(574)	(513)	11.8	(1,641)	(1,498)	9.5
Income before income taxes	1,137	1,157	(1.7)	3,756	3,477	8.0
Income tax expense	(203)	(401)	(49.4)	(1,088)	(1,364)	(20.2)
Net income from consolidated operations	934	756	23.6	2,668	2,113	26.3
Net (income) loss attributable to noncontrolling interests	10	15	(33.4)	15	22	(33.5)
<b>Net income attributable to Comcast Corporation</b>	<b>\$ 944</b>	<b>\$ 771</b>	<b>22.5%</b>	<b>\$ 2,683</b>	<b>\$ 2,135</b>	<b>25.7%</b>

All percentages are calculated based on actual amounts. Minor differences may exist due to rounding.

### Consolidated Revenue

Our Cable segment and Programming segment accounted for substantially all of the increases in consolidated revenue for the three and nine months ended September 30, 2009 compared to the same periods in 2008. Our other business activities consist primarily of Comcast Interactive Media and Comcast Spectacor. Cable segment revenue and Programming segment revenue are discussed separately in “Segment Operating Results.”

### Consolidated Operating, Selling, General and Administrative Expenses

Our Cable segment and Programming segment accounted for substantially all of the increases in consolidated operating, selling, general and administrative expenses for the three and nine months ended September 30, 2009 compared to the same periods in 2008. The remaining changes related to our other business activities, primarily growth in our Comcast Interactive Media business and Comcast Spectacor. Cable segment and Programming segment operating, selling, general and administrative expenses are discussed separately in “Segment Operating Results.”

### Consolidated Depreciation and Amortization

Depreciation expense for the three and nine months ended September 30, 2009 increased slightly compared to the same periods in 2008 primarily due to increases in property and equipment.

The increases in amortization expense for the three and nine months ended September 30, 2009 compared to the same periods in 2008 were primarily due to increases in software intangibles.

### Segment Operating Results

Our segment operating results are presented based on how we assess operating performance and internally report financial information. To measure the performance of our operating segments, we use operating income (loss) before depreciation and amortization, excluding impairments related to fixed and intangible assets, and gains or losses from the sale of assets, if any. This measure eliminates the significant level of noncash depreciation and amortization expense that results from the capital-intensive nature of our businesses and from intangible assets recognized in business combinations. Additionally, it is unaffected by our capital structure or investment activities. We use this measure to evaluate our consolidated operating performance and the operating performance of our operating segments, and to allocate resources and capital to our operating segments. It is also a significant performance measure in our annual incentive compensation programs. We believe that this measure is useful to investors because it is one of the bases for comparing our operating performance with that of other

## Table of Contents

companies in our industries, although our measure may not be directly comparable to similar measures used by other companies. Because we use this metric to measure our segment profit or loss, we reconcile it to operating income, the most directly comparable financial measure calculated and presented in accordance with generally accepted accounting principles in the United States ("GAAP") in the business segment footnote to our consolidated financial statements (see Note 12 to our condensed consolidated financial statements). This measure should not be considered a substitute for operating income (loss), net income (loss) attributable to Comcast Corporation, net cash provided by operating activities, or other measures of performance or liquidity we have reported in accordance with GAAP.

## Cable Segment Operating Results

(in millions)	Three Months Ended September 30		Increase/(Decrease)	
	2009	2008	\$	%
Video <sup>(a)</sup>	\$ 4,777	\$ 4,767	\$ 10	0.2%
High-speed Internet	1,930	1,822	108	5.9
Phone	829	690	139	20.2
Advertising <sup>(a)</sup>	321	381	(60)	(15.6)
Other <sup>(a)</sup>	261	243	18	7.0
Franchise fees	238	228	10	4.2
Revenue	8,356	8,131	225	2.8
Operating expenses <sup>(a)</sup>	3,340	3,182	158	5.0
Selling, general and administrative expenses <sup>(a)</sup>	1,702	1,698	4	0.2
<b>Operating income before depreciation and amortization</b>	<b>\$ 3,314</b>	<b>\$ 3,251</b>	<b>\$ 63</b>	<b>2.0%</b>

(in millions)	Nine Months Ended September 30		Increase/(Decrease)	
	2009	2008	\$	%
Video <sup>(a)</sup>	\$14,590	\$14,345	\$ 245	1.7%
High-speed Internet	5,768	5,364	404	7.5
Phone	2,407	1,917	490	25.6
Advertising <sup>(a)</sup>	908	1,132	(224)	(19.8)
Other <sup>(a)</sup>	798	710	88	12.3
Franchise fees	710	679	31	4.5
Revenue	25,181	24,147	1,034	4.3
Operating expenses <sup>(a)</sup>	10,035	9,486	549	5.8
Selling, general and administrative expenses <sup>(a)</sup>	4,925	4,906	19	0.4
<b>Operating income before depreciation and amortization</b>	<b>\$10,221</b>	<b>\$ 9,755</b>	<b>\$ 466</b>	<b>4.8%</b>

(a) Reclassifications have been made to 2008 amounts to conform to classifications used in 2009.

## Cable Segment Revenue

### Video

Our video revenue increased during the three and nine months ended September 30, 2009 compared to the same periods in 2008 primarily due to rate adjustments and customer upgrades to digital and advanced services, offset by a net decline in video customers. During the three and nine months ended September 30, 2009, the number of video customers decreased by approximately 132,000 and 424,000, respectively, primarily due to increased competition in our service areas, as well as the weakness in the economy. During the three and nine months ended September 30, 2009, we added or upgraded approximately 463,000 and 1.0 million customers to our digital video service, respectively. As of September 30, 2009, approximately 76% of our 23.8 million video customers subscribed to at least one of our digital video services. Our average monthly video revenue per video customer increased to approximately \$68 as of September 30, 2009 from approximately \$65 as of September 30, 2008. Continued competition and weak economic conditions are expected to result in further declines in the number of video customers.

## Table of Contents

### High-Speed Internet

Our high-speed Internet revenue increased during the three and nine months ended September 30, 2009 compared to the same periods in 2008 were primarily due to increases in the number of residential and commercial customers. During the three and nine months ended September 30, 2009, we added approximately 361,000 and 755,000 high-speed Internet customers, respectively. Average monthly revenue per high-speed Internet customer has remained relatively stable. The rate of residential customer and revenue growth has slowed due to increased competition and weak economic conditions.

### Phone

Our phone revenue increased during the three and nine months ended September 30, 2009 compared to the same periods in 2008 due to increases in the number of phone customers. During the three and nine months ended September 30, 2009, we added approximately 375,000 and 906,000 digital phone customers, respectively. Average monthly revenue per phone customer has remained relatively stable. The rate of customer and revenue growth has slowed due to increased competition and weak economic conditions.

### Advertising

Advertising revenue decreased for the three and nine months ended September 30, 2009 compared to the same periods in 2008 primarily due to a decline in the overall television advertising market as a result of weak economic conditions, particularly in the automotive and housing sectors, and a decline in political advertising.

### Other

We also generate revenue from our regional sports networks, our digital media center, on-screen guide advertising, commissions from electronic retailing networks and fees for other services.

### Franchise Fees

The increases in franchise fees collected from our cable customers for the three and nine months ended September 30, 2009 compared to the same periods in 2008 were primarily due to increases in the revenue on which the fees apply.

## Cable Segment Operating Expenses

(in millions)	Three Months Ended September 30		Increase/(Decrease)	
	2009	2008	\$	%
Video programming	\$ 1,759	\$ 1,617	\$142	8.8%
Technical labor	561	559	2	0.2
High-speed Internet	123	131	(8)	(5.8)
Phone	154	179	(25)	(14.3)
Other	743	696	47	6.9
<b>Total operating expenses</b>	<b>\$ 3,340</b>	<b>\$ 3,182</b>	<b>\$158</b>	<b>5.0%</b>

(in millions)	Nine Months Ended September 30		Increase/(Decrease)	
	2009	2008	\$	%
Video programming	\$ 5,292	\$ 4,847	\$445	9.2%
Technical labor	1,707	1,598	109	6.8
High-speed Internet	360	405	(45)	(11.1)
Phone	471	561	(90)	(16.0)
Other	2,205	2,075	130	6.3
<b>Total operating expenses</b>	<b>\$10,035</b>	<b>\$ 9,486</b>	<b>\$549</b>	<b>5.8%</b>

Video programming expenses increased during the three and nine months ended September 30, 2009 compared to the same periods in 2008 primarily due to rate increases, additional digital customers and additions to the number of programming options we offer. Technical labor expenses increased during the nine months ended



## Table of Contents

September 30, 2009 compared to the same period in 2008 primarily due to the activity associated with the transition by broadcasters from analog to digital transmission.

High-speed Internet expenses and phone expenses include certain direct costs identified by us for providing these services but do not fully reflect the amounts for operating expenses that would be necessary to provide these services on a stand-alone basis. Other related costs associated with providing these services are generally shared among all our cable services and are not allocated to these captions. Our high-speed Internet and phone expenses decreased during the three and nine months ended September 30, 2009 compared to the same periods in 2008 primarily due to lower support service costs that were the result of operating efficiencies and our entering into new contracts with lower cost providers and renegotiating existing contracts. Other expenses increased during the three and nine months ended September 30, 2009 compared to the same periods in 2008 primarily due to the continued expansion of our cable services to small and medium-sized businesses and an increase in franchise fees.

## Cable Segment Selling, General and Administrative Expenses

(in millions)	Three Months Ended September 30		Increase/(Decrease)	
	2009	2008	\$	%
Customer service	\$ 476	\$ 443	\$ 33	7.4%
Marketing	442	426	16	3.7
Administrative and other	784	829	(45)	(5.5)
<b>Total selling, general and administrative expenses</b>	<b>\$ 1,702</b>	<b>\$ 1,698</b>	<b>\$ 4</b>	<b>0.2%</b>

(in millions)	Nine Months Ended September 30		Increase/(Decrease)	
	2009	2008	\$	%
Customer service	\$ 1,415	\$ 1,319	\$ 96	7.3%
Marketing	1,213	1,236	(23)	(1.8)
Administrative and other	2,297	2,351	(54)	(2.4)
<b>Total selling, general and administrative expenses</b>	<b>\$ 4,925</b>	<b>\$ 4,906</b>	<b>\$ 19</b>	<b>0.4%</b>

Customer service expenses increased during the three months ended September 30, 2009 compared to the same period in 2008 primarily due to activity associated with the transition of more of our programming to digital transmission. Customer service expenses increased during the nine months ended September 30, 2009 compared to the same period in 2008 primarily due to the activity associated with the transition by broadcasters from analog to digital transmission during the first half of the year and the transition of more of our programming to digital transmission. Marketing expenses increased during the three months ended September 30, 2009 compared to the same period in 2008 primarily due to the launch of new marketing campaigns. Marketing expenses decreased during the nine months ended September 30, 2009 compared to the same period in 2008 primarily due to lower costs for media advertising. Administrative and other expenses decreased during the three and nine months ended September 30, 2009 compared to the same periods in 2008 primarily due to the impact of our divisional reorganization and other cost reduction programs implemented in 2008.

## Programming Segment Operating Results

(in millions)	Three Months Ended September 30		Increase/(Decrease)	
	2009	2008	\$	%
Revenue	\$ 383	\$ 347	\$ 36	10.3%
Operating, selling, general and administrative expenses	265	242	23	9.4
<b>Operating income before depreciation and amortization</b>	<b>\$ 118</b>	<b>\$ 105</b>	<b>\$ 13</b>	<b>12.5%</b>

(in millions)	Nine Months Ended September 30		Increase/(Decrease)	
	2009	2008	\$	%
Revenue	\$ 1,128	\$ 1,076	\$ 52	4.8%
Operating, selling, general and administrative expenses	785	769	16	2.0
<b>Operating income before depreciation and amortization</b>	<b>\$ 343</b>	<b>\$ 307</b>	<b>\$ 36</b>	<b>11.9%</b>

## Programming Segment Revenue

Programming segment revenue increased during the three months ended September 30, 2009 compared to the same period in 2008 primarily due to an increase in programming license fee revenue and a favorable adjustment to advertising revenue impacted by reduced reserves for ratings commitments. Programming segment revenue increased for the nine months ended September 30, 2009 compared to the same period in 2008 primarily due to an increase in programming license fee revenue, which was partially offset by a decrease in advertising revenue. For the three and nine months ended September 30, 2009, advertising accounted for approximately 42% and 41%, respectively, of total Programming segment revenue. For the three and nine months ended September 30, 2008, advertising accounted for approximately 43% and 44%, respectively, of total Programming segment revenue. For each of the three and nine months ended September 30, 2009, approximately 12% of our Programming segment revenue was generated from our Cable segment. For the three and nine months ended September 30, 2008, approximately 13% and 12%, respectively, of our Programming segment revenue was generated from our Cable segment. These amounts are eliminated in our consolidated financial statements but are included in the amounts presented in the table above.

## Consolidated Other Income (Expense) Items

(in millions)	Three Months Ended September 30		Nine Months Ended September 30	
	2009	2008	2009	2008
Interest expense	\$ (707)	\$ (601)	\$(1,828)	\$(1,840)
Investment income (loss), net	148	74	218	83
Equity in net income (losses) of affiliates, net	(17)	3	(44)	(36)
Other income (expense)	2	11	13	295
<b>Total</b>	<b>\$ (574)</b>	<b>\$ (513)</b>	<b>\$(1,641)</b>	<b>\$(1,498)</b>

### Interest Expense

The increase in interest expense for the three months ended September 30, 2009 compared to the same period in 2008 was primarily due to the effects of early extinguishment costs associated with the repayment and redemption of our debt obligations in connection with a cash tender transaction in July 2009. We recognized approximately \$180 million of interest expense primarily associated with the premiums incurred in the cash tender transaction during the three months ended September 30, 2009. The increase was partially offset by a decrease in our average debt outstanding and a decrease in interest rates on our variable rate debt and on debt subject to variable interest rate swap agreements. The decrease in interest expense for the nine months ended September 30, 2009 compared to the same period in 2008 was primarily due to the effects of the decrease in our average debt outstanding, as well as to decreases in interest rates on our variable rate debt and on debt subject to variable interest rate swap agreements, partially offset by the effects of higher early extinguishment costs associated with the repayment and redemption of our debt obligations in the 2009 period.

### Investment Income (Loss), Net

The components of investment income (loss), net for the three and nine months ended September 30, 2009 and 2008 are presented in a table in Note 4 to our condensed consolidated financial statements.

### Other Income (Expense)

For the nine months ended September 30, 2008, other income included a gain of approximately \$235 million on the sale of our 50% interest in the Insight asset pool in connection with the Insight transaction.

### Income Tax Expense

Income tax expense for the three and nine months ended September 30, 2009 and 2008 reflects income tax rates that differ from the federal statutory rate primarily due to state income taxes and interest on uncertain tax positions. Income tax expense for the three and nine months ended September 30, 2009 was reduced by

## Table of Contents

approximately \$251 million and \$436 million, respectively, primarily due to the recognition of tax benefits associated with uncertain tax positions and related interest and certain corporate reorganizations (see Note 13), which primarily affected our deferred income tax liabilities and other noncurrent liabilities. As a result of these items, we expect our 2009 annual effective tax rate to be below our normal rate of approximately 40%. Income tax expense was reduced by approximately \$80 million during the 2008 periods due to the settlement of an uncertain tax position and the net impact of certain changes in state tax laws. Adjustments to uncertain tax positions and related interest and changes in state tax laws may continue to impact our income tax expense in the future.

## Liquidity and Capital Resources

Our businesses generate significant cash flows from operating activities. We believe that we will be able to meet our current and long-term liquidity and capital requirements, including fixed charges, through our cash flows from operating activities; through existing cash, cash equivalents and investments; through available borrowings under our existing credit facilities; and through our ability to obtain future external financing. We anticipate that we will continue to use a substantial portion of our cash flows to fund our capital expenditures, to invest in business opportunities, to meet our debt repayment obligations and to return capital to shareholders.

## Operating Activities

Details of net cash provided by operating activities are presented in the table below.

(in millions)	Nine Months Ended September 30	
	2009	2008
Operating income	\$ 5,397	\$ 4,975
Depreciation and amortization	4,908	4,787
Operating income before depreciation and amortization	10,305	9,762
Noncash share-based compensation expense	192	195
Changes in operating assets and liabilities	(239)	(276)
Cash basis operating income	10,258	9,681
Payments of interest	(1,678)	(1,795)
Payments of income taxes	(940)	(589)
Proceeds from interest and dividends received	85	91
Excess tax benefit under share-based compensation presented in financing activities	—	(15)
<b>Net cash provided by operating activities</b>	<b>\$ 7,725</b>	<b>\$ 7,373</b>

The decrease in interest payments for the nine months ended September 30, 2009 compared to the same period in 2008 was primarily due to the effects of decreases in interest rates on debt subject to variable interest rate swap agreements and to the maturity in 2008 of certain of our higher rate debt. The increase in income tax payments for the nine months ended September 30, 2009 compared to the same period in 2008 was primarily due to higher 2009 taxable income and a tax payment made in 2009 that related to 2008, partially offset by the net benefits from the 2008 and 2009 economic stimulus legislation.

## Financing Activities

Net cash used in financing activities for the nine months ended September 30, 2009 consisted primarily of debt repurchases and repayments, share repurchases, and dividend payments totaling \$5.7 billion, which were offset by cash proceeds from borrowings of \$1.8 billion.

In July 2009, we completed a cash tender to purchase \$1.3 billion aggregate principal amount of certain of our outstanding notes. During the three months ended September 30, 2009, we recognized additional interest expense of approximately \$180 million primarily associated with the premiums incurred in the tender offer. The premiums related to the tender offer are included in other financing activities. See Note 5 to our condensed consolidated financial statements for further details on our borrowings and repayments of debt.

We have in the past made and may from time to time in the future make optional repayments on our debt obligations depending on various factors, such as market conditions. These repayments may include repurchases of our outstanding public notes and debentures.

## Table of Contents

### **Available Borrowings Under Credit Facilities**

We traditionally maintain significant availability under our lines of credit and commercial paper program to meet our short-term liquidity requirements. As of September 30, 2009, amounts available under our facilities totaled approximately \$6.2 billion.

### **Share Repurchases**

During the nine months ended September 30, 2009, we repurchased approximately 31.6 million shares of our Class A and Class A Special common stock under our share repurchase authorization for approximately \$465 million. Approximately \$27 million, or 1.7 million shares, of our share repurchases did not settle until October 2009.

As of September 30, 2009, we had approximately \$3.6 billion of availability remaining under our share repurchase authorization. We may repurchase stock from time to time subject to market conditions.

### **Dividends**

In February, May, July and October 2009, our Board of Directors approved a quarterly dividend of \$0.0675 per share as part of our planned annual dividend of \$0.27 per share.

#### **Quarterly Dividends Declared**

(in millions)	Amount	Month of Payment
Three months ended March 31, 2009	\$ 195	April
Three months ended June 30, 2009	\$ 194	July
Three months ended September 30, 2009	\$ 193	October

Dividends declared in October 2009 are expected to be paid in January 2010.

### **Investing Activities**

Net cash used in investing activities for the nine months ended September 30, 2009 consisted primarily of cash paid for capital expenditures of \$3.5 billion and cash paid for intangible assets of \$383 million. Capital expenditures have been our most significant recurring investing activity and we expect that this will continue in the future.

### **Critical Accounting Judgments and Estimates**

The preparation of our consolidated financial statements requires us to make estimates that affect the reported amounts of assets, liabilities, revenue and expenses, and the related disclosure of contingent assets and contingent liabilities. We base our judgments on historical experience and on various other assumptions that we believe are reasonable under the circumstances, the results of which form the basis for making estimates about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions.

We believe our judgments and related estimates associated with the valuation and impairment testing of our cable franchise rights and the accounting for income taxes are critical in the preparation of our consolidated financial statements. We performed our annual impairment testing as of July 1, 2009 and no impairment charge was recorded.

For a full discussion of the accounting judgments and estimates that we have identified as critical in the preparation of our consolidated financial statements, please refer to our 2008 Annual Report on Form 10-K.

## **ITEM 3: QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

We have evaluated the information required under this item that was disclosed in our 2008 Annual Report on Form 10-K and believe there have been no significant changes to this information.

## ITEM 4: CONTROLS AND PROCEDURES

### Conclusions Regarding Disclosure Controls and Procedures

Our principal executive officer and our principal financial officer, after evaluating the effectiveness of our disclosure controls and procedures (as defined in the Securities Exchange Act of 1934 Rules 13a-15(e) and 15d-15(e)) as of the end of the period covered by this report, have concluded that, based on the evaluation of these controls and procedures required by paragraph (b) of Exchange Act Rules 13a-15 or 15d-15, our disclosure controls and procedures were effective.

### Changes in Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting identified in connection with the evaluation required by paragraph (d) of Exchange Act Rules 13a-15 or 15d-15 that occurred during our last fiscal quarter that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

## PART II: OTHER INFORMATION

### ITEM 1: LEGAL PROCEEDINGS

Refer to Note 11 to our consolidated financial statements of this Quarterly Report on Form 10-Q for a discussion of recent developments related to our legal proceedings.

### ITEM 1A: RISK FACTORS

There have been no significant changes from the risk factors previously disclosed in Item 1A of our 2008 Annual Report on Form 10-K.

### ITEM 2: UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

The table below summarizes our repurchases under our Board-authorized share repurchase program during the three months ended September 30, 2009.

#### Purchases of Equity Securities

Period	Total Number of Shares Purchased	Average Price Per Share	Total Number of Shares Purchased as Part of Publicly Announced Program	Total Dollar Amount Purchased Under the Program	Maximum Dollar Value of Shares That May Yet Be Purchased Under the Program (a)
July 1-31, 2009	—	\$ —	—	\$ —	\$ 3,891,036,092
August 1-31, 2009	—	\$ —	—	\$ —	\$ 3,891,036,092
September 1-30, 2009	16,097,056	\$ 15.53	16,097,056	\$250,001,477	\$ 3,641,034,615
<b>Total</b>	<b>16,097,056</b>	<b>\$ 15.53</b>	<b>16,097,056</b>	<b>\$250,001,477</b>	<b>\$ 3,641,034,615</b>

(a) In 2007, the Board of Directors authorized a \$7 billion addition to the existing share repurchase program. Under the authorization, we may repurchase shares in the open market or in private transactions subject to market conditions. The share repurchase program does not have an expiration date. As of September 30, 2009, we had approximately \$3.6 billion of availability remaining under our share repurchase authorization. We may repurchase stock from time to time subject to market conditions.

The total number of shares purchased during the three months ended September 30, 2009 does not include any shares received in the administration of employee share-based compensation plans.

**ITEM 6: EXHIBITS**

<b>Exhibit No.</b>	<b>Description</b>
4.1	Second Supplemental Indenture, dated August 31, 2009, to the Indenture between Comcast Corporation, Comcast Cable Communications, LLC, Comcast Cable Holdings, LLC, Comcast MO Group, Inc. and Comcast MO of Delaware, LLC and The Bank of New York Mellon, as Trustee, dated January 7, 2003, as supplemented by a First Supplemental Indenture dated March 25, 2003 (incorporated by reference to Exhibit 4.1 to our Current Report on Form 8-K filed on September 2, 2009).
31	Certifications of Chief Executive Officer and Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32	Certifications of Chief Executive Officer and Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101	The following financial statements from Comcast Corporation's Quarterly Report on Form 10-Q for the three and nine months ended September 30, 2009, filed with the Securities and Exchange Commission on November 4, 2009, formatted in XBRL (eXtensible Business Reporting Language): (i) the Condensed Consolidated Balance Sheet; (ii) the Condensed Consolidated Statement of Operations; (iii) the Condensed Consolidated Statement of Cash Flows; (iv) the Condensed Consolidated Statement of Changes in Equity; (v) the Condensed Consolidated Statement of Comprehensive Income and (vi) the Notes to Condensed Consolidated Financial Statements, tagged as blocks of text.

## 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 thereunto duly authorized.

COMCAST CORPORATION

/s/ LAWRENCE J. SALVA

Lawrence J. Salva

Senior Vice President, Chief Accounting Officer  
and Controller  
(Principal Accounting Officer)

Date: November 4, 2009

**CERTIFICATION**

I, Brian L. Roberts, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Comcast Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an Annual Report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 4, 2009

/s/ BRIAN L. ROBERTS

Name: Brian L. Roberts

Title: Chief Executive Officer



---

I, Michael J. Angelakis, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Comcast Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an Annual Report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 4, 2009

/s/ MICHAEL J. ANGELAKIS

Name: Michael J. Angelakis

Title: Chief Financial Officer

**CERTIFICATION PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT**

November 4, 2009

Securities and Exchange Commission  
100 F Street, N.E.  
Washington, D.C. 20549

Ladies and Gentlemen:

The certification set forth below is being submitted in connection with the quarterly report on Form 10-Q of Comcast Corporation (the "Report") for the purpose of complying with Rule 13a-14(b) or Rule 15d-14(b) of the Securities Exchange Act of 1934 (the "Exchange Act") and Section 1350 of Chapter 63 of Title 18 of the United States Code.

Brian L. Roberts, the Principal Executive Officer, and Michael J. Angelakis, the Principal Financial Officer, each certifies that, to the best of his knowledge:

1. the Report fully complies with the requirements of Section 13(a) or 15(d) of the Exchange Act; and
2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Comcast Corporation.

/s/ BRIAN L. ROBERTS

Name: Brian L. Roberts

Title: Chief Executive Officer

/s/ MICHAEL J. ANGELAKIS

Name: Michael J. Angelakis

Title: Chief Financial Officer

## **APPENDIX 7**

**Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554**

In the Matter of	)
	)
Applications for Consent to the	)
Transfer of Control of Licenses	)
	)
<b>General Electric Company,</b>	)
Transferor,	)
	)
To	)
	)
<b>Comcast Corporation,</b>	)
Transferee	)

**Declaration of Robert Pick**

1. My name is Robert Pick. I am Senior Vice President, Corporate Development, at Comcast Corporation (“Comcast”). I am responsible for identifying, and conducting financial analyses of, potential merger and acquisition opportunities for Comcast and for presenting recommendations on these opportunities to the executive management and Board of Directors of Comcast. In connection with these responsibilities, I evaluate, among other things, the strategic and financial objectives of proposed acquisitions. In addition, when Comcast management determines that the company should pursue a potential merger, acquisition, or joint venture, I am responsible for leading the process of conducting the business/financial due diligence regarding the acquisition target or joint venture and for participating in the process of negotiating the terms of the transaction.

2. I have held this position at Comcast for over 20 years, and I have been involved in the analysis of numerous different merger and acquisition transactions, including, but not limited to, Comcast’s acquisitions of cable systems owned by Adelphia Communications Corp., AT&T

Broadband, EW Scripps, Prime Communications LLC, MacLean Hunter, Greater Media of Philadelphia, Jones Intercable of Broward County, and the Home Team Sports regional sports network.

3. Since early 2009, I have been directly involved in analyzing the proposed transaction (the “Transaction”) between Comcast and General Electric (“GE”) to combine certain content assets to create a new NBCU (“NBCU”).

4. A key rationale for the Transaction is to ameliorate the negotiation friction that has made it difficult for Comcast, primarily a distribution and communications company, to convince content owners and programmers to work with us to create and deliver more content to consumers in a greater variety of ways. We have often found it difficult or impossible to come to optimal agreements with content companies that would enable us to distribute more content in more ways, and we expect this problem to continue. There are a number of reasons for such difficulties: Comcast and third-party content owners have different expectations about costs, demand, and profits, different perceptions of risks, and different business models. Both sides of these negotiations are seeking to maximize their own returns and minimize their risks within a complex and rapidly evolving marketplace that has multiple content windows and multiple sources of revenue. Such differences are often an impediment to the launch and expansion of new products, platforms, and services, especially in a very fast-moving and dynamic environment.

5. The reluctance of content rights holders to readily accept new distribution technologies is understandable. There is significant uncertainty about how new and unproven distribution models will develop, and content owners are concerned about the impact on their

existing businesses. As a result, progress toward new consumer-friendly and sustainable business models has not been as rapid as it could have been.

6. In the intensely competitive video programming business in which Comcast and NBCU both operate, Comcast's vision is to bring our current and future customers more of what they want, when they want, where they want, and on the devices they want. Comcast has made strides in advancing this goal, but has not been able to do so as rapidly as our customers would like or to the full extent they would like.

7. A natural question is why these issues cannot be fully addressed through contracts between Comcast and unaffiliated content owners. The simple answer is that we have tried and not always succeeded, certainly not as quickly or robustly as we would have liked. One reason is that it is very difficult to determine how to structure the financial terms of contracts for new and untested distribution technologies. Both sides in the negotiations want certainty and predictability with respect to the revenue-generating capabilities of the assets they are contributing. But given the rapid developments in content and technology in this extremely dynamic environment, it is difficult for either party to develop business models that allow them to achieve the certainty and predictability they need. In addition, it is difficult to write contracts flexible enough to permit the experimentation and learning that both parties need as they develop new technologies and business models.

8. There is also a very natural fear of change in the marketplace. Most content owners seem to prefer to take a "wait and see" attitude – waiting to see if someone else can develop and execute a new and viable business model.

9. Comcast's vertical integration with NBCU could facilitate Comcast's efforts to accelerate the development of new media business models and technologies by breaking through

fears and uncertainties and finding deal terms that make sense in the marketplace. This, in turn, should spur other content and distribution companies to develop their own new and innovative business plans and technologies in order to maintain their competitiveness.

10. Three recent examples show how Comcast has strived to accelerate “new media” entertainment to meet its customers’ desires and to overcome the transactional friction between content owners and distributors that often delays such consumer benefits. *First*, Comcast was an early pioneer in the video-on-demand (“VOD”) business, but its efforts to grow this business bore substantial fruit only after Comcast obtained an ownership interest in a Hollywood studio which allowed Comcast to secure access to a library of movies that could be offered on VOD free to its cable customers. *Second*, Comcast has been attempting to increase the number of studio movies that are available to its customers at the time they become available on DVD (often referred to as “day-and-date” releases), but is again experiencing delays because Comcast has not been able to convince content owners to fully embrace this new business model. *Third*, Comcast is engaged in an effort to make an abundance of programming content available on its online platform (variously referred to as “On Demand Online,” “TV Everywhere,” or “Fancast Xfinity TV”). Here, as well, Comcast’s progress has been slowed. I provide below more details on each of these examples.

11. In the early 2000s, Comcast sought to jumpstart the VOD business by becoming an early provider of movies and other popular content on its VOD platform. But Comcast was not successful in convincing movie studios and other content owners to make available a sufficient amount of their popular content to make this new service compelling for consumers. In particular, the studios were unwilling to make meaningful content available for VOD because they were uncertain of the impact it would have on their existing business models, especially

DVD sales and rentals. At the time, in the early 2000s, the pay-per-view (“PPV”) model was predominant and this – along with DVD sales and rentals and the licensing of movies to linear cable networks – provided the studios substantial and reliable revenue streams. The studios were understandably concerned that VOD service might cannibalize these businesses.

12. While Comcast offered limited VOD service in 2003 and 2004, the key breakthrough came five years ago, when Comcast acquired an ownership interest along with Sony and others in Metro-Goldwyn-Mayer (“MGM”). That transaction included an arrangement that gave Comcast access to hundreds of additional movies that Comcast could offer for free on its On Demand platform.

13. Once the content owners saw that the VOD model could succeed without cannibalizing their existing businesses, they were willing to make more compelling content available for VOD. The change was dramatic: in 2003, Comcast offered only a few hundred VOD choices; by 2005, our customers enjoyed more than 4,000 VOD choices. As the availability of popular content increased so did the favorable consumer reaction, and VOD has gone on to become a huge success. Today Comcast offers more than 17,000 VOD choices over the course of a month (many of which are in high definition), and our digital customers average more than 350 million VOD views per month – or 28 views per digital customer per month for each digital video customer that uses Comcast’s VOD platform. In total, Comcast customers have used Comcast’s VOD service over 14 billion times since its inception. Importantly, the benefits of VOD did not inure to Comcast customers alone. VOD is now offered by numerous distributors, large and small, including various distributors who compete directly with Comcast across its footprint.



14. Similarly, for at least four years Comcast has been attempting to offer consumers the ability to enjoy in-home access to movies closer to the time of DVD release. However, progress has been delayed because of content owners' understandable concerns that "day-and-date" could threaten their existing revenue streams (*e.g.*, from sales and rental of DVDs and Blu-ray discs). In 2001, Comcast was able to offer consumers only nine movies for "day-and-date" release. That number grew to 35 in 2008 and 100 in 2009. While there has been progress, Comcast would like to have more content available so that it can offer consumers a truly compelling product. Comcast anticipates that the proposed Transaction will help Comcast realize its desire to offer more in-home on-demand movies closer to the time of DVD release.

15. Comcast is also attempting to provide more content online through its TV Everywhere or Fancast Xfinity TV initiative. The goal of Fancast Xfinity TV is to give consumers the ability to watch any movie, television show, user-generated content, or other video that a producer wants to make available on any device. Fancast Xfinity TV is based on the open and non-exclusive TV Everywhere principles announced by Comcast and Time Warner, Inc. in June 2009. The TV Everywhere model is designed to create an approach to online video that gives consumers more choice and convenience, while also allowing content owners to ensure the continued certainty and predictability of their existing revenue streams. In the absence of a viable business model, much of the high-quality content that consumers want may not otherwise be made available online. Fancast Xfinity TV – which is now in national but still "beta" release – allows authenticated Comcast Cable subscribers to access a library of information and video content, online, at no additional charge.

16. Comcast is pleased with the amount of popular cable and studio programming that is currently available on Comcast's Fancast Xfinity TV, but once again would like to do more

and do it faster. Comcast is doing what it can to convince programmers to participate in this effort, but as previously stated, reconciling the objectives of both the content owners and distributors continues to be a challenge. While there will certainly be many different business models for providing a wide range of online video, Comcast believes that the authentication model is likely to be the most robust and sustainable way to deliver the quality, quantity, and variety that consumers most want. Post-transaction, Comcast presumably will have a greater ability to overcome the negotiation friction and contract drafting complexities it now faces in this fast-changing business in order to more fully enlist the NBCU programming assets in this effort on terms that make sense in the marketplace.

17. While Comcast believes the authentication model will likely succeed in any event, Comcast's vertical integration with NBCU's popular cable networks will allow us to achieve this result more rapidly. As a result, Comcast's customers will have a richer array of content choices sooner than they would have absent the proposed Transaction. Comcast's innovations and experimentation should pull others along, as Comcast demonstrates that it can build a sustainable online video content business that serves its customers' growing demand and works for all industry stakeholders.

18. The proposed Transaction will also encourage investment and innovation on the part of Comcast. Comcast is required to make substantial investments in developing new technologies and business models – such as VOD, “day-and-date,” and online – and to do so absent any assurances that there will be content available for these new businesses. Comcast may be more willing to undertake such risky upfront investment and to do so sooner if it knows that it will have access to sufficient content to make these businesses successful. The proposed Transaction, by assuring Comcast access to attractive programming, will thus increase

Comcast's incentives to invest and innovate, ultimately providing consumers with more choice and access to programming.

19. The proposed Transaction will also enable the combined entity to more effectively cross-promote its content on a greater variety of networks and across media. Cross-promotion can benefit consumers in a number of ways. For example, cross-promotion serves to inform consumers about the existence, timing, and location of programs that they may otherwise not be aware of. This makes it easier for consumers to learn about programming they may enjoy and may increase consumers' enjoyment from viewing desired programming. In addition, to the extent that enhanced cross-promotion opportunities enable new networks to survive and grow, this gives consumers additional programming choices.

20. Cross-promotions help networks to increase their audiences and ratings and build stronger and deeper brand identities. For example, NBCU has extensively promoted its cable networks on its broadcast network. At present there are no promotions of Comcast's channels on NBCU networks and vice versa, and absent the proposed Transaction it is highly unlikely that there would be any, as, in my experience, such cross-promotions involving unaffiliated content companies are extremely rare in this industry.

21. The proposed Transaction will allow the combined entity to cross-promote its content in a variety of ways. For example, the combined entity could cross-promote regional sports programming on NBC and national sports programming on Comcast RSNs. The combined entity could also cross-promote Comcast's cable networks, *e.g.*, E! or Style, on the NBC broadcast network. Cross-promotion can also span multiple networks and media. For example, by joining NBCU's interests in Oxygen and iVillage with Comcast's interests in E!,

Style, and Daily Candy, the combined entity will have the ability to cross-promote this programming and content.

[Remainder of page left intentionally blank.]

I, Robert Pick, declare under penalty of perjury that the foregoing declaration is true and correct. Executed on January 27, 2010.

A handwritten signature in black ink, appearing to read "Robert Pick", is written over a horizontal line.

Robert Pick

## **APPENDIX 8**

## Applicants' Voluntary Public Interest Commitments

Commitment # 1. *The combined entity remains committed to continuing to provide free over-the-air television through its O&O broadcast stations and through local broadcast affiliates across the nation. As Comcast negotiates and renews agreements with its broadcast affiliates, Comcast will continue its cooperative dialogue with its affiliates toward a business model to sustain free over-the-air service that can be workable in the evolving economic and technological environment.*

Commitment # 2. *Comcast intends to preserve and enrich the output of local news, local public affairs, and other public interest programming on NBC O&O stations. Through the use of Comcast's On Demand and On Demand Online platforms, time slots on cable channels, and use of certain windows on the O&O schedules, Comcast believes it can expand the availability of all types of local and public interest programming.*

Commitment # 3. *Comcast will use its On Demand and On Demand Online platforms and a portion of the NBC O&Os' digital broadcast spectrum to speak to kids. Comcast intends to develop additional opportunities to feature children's content on all available platforms.*

Commitment # 4. *Comcast reaffirms its commitment to provide clear and understandable on-screen TV Ratings information for all covered programming across all networks (broadcast and cable) of the combined company, and to apply the cable industry's best-practice standards for providing on-screen ratings information in terms of size, frequency, and duration.*

Commitment # 5. *In an effort to constantly improve the tools and information available for parents, Comcast will expand its growing partnership with Common Sense Media ("CSM"), a highly respected organization offering enhanced information to help guide family viewing decisions. Comcast will work to creatively incorporate CSM information in its emerging On Demand and On Demand Online platforms and other advanced platforms, and will look for more opportunities for CSM to work with NBCU.*

Commitment # 6. *Comcast intends to expand the availability of over-the-air programming to the Hispanic community utilizing a portion of the digital broadcast spectrum of Telemundo's O&Os (as well as offering it to Telemundo affiliates) to enhance the current programming of Telemundo and mun2.*

Commitment # 7. *Comcast will use its On Demand and On Demand Online platforms to feature Telemundo programming.*

Commitment # 8. *Comcast intends to continue expanding the availability of mun2 on the Comcast Cable, On Demand, and On Demand Online platforms.*

Commitment # 9. *Comcast currently provides approximately 15,000 VOD programming choices free or at no additional charge over the course of a month. Comcast commits that it will continue to provide at least that number of VOD choices free or at no additional charge. In addition, within three years of closing the proposed transaction, Comcast will make available over the course of a month an additional 5,000 VOD choices via its central VOD storage facilities for free or at no additional charge.*

**Commitment # 10.** *NBCU broadcast content of the kind previously made available at a per-episode charge on Comcast's On Demand service and currently made available at no additional charge to the consumer will continue to be made available at no additional charge for the three-year period after closing.*

**Commitment # 11.** *With respect to PEG channels, Comcast will not migrate PEG channels to digital delivery on any Comcast cable system until the system has converted to all-digital distribution (i.e., until all analog channels have been eliminated), or until a community otherwise agrees to digital PEG channels, whichever comes first.*

**Commitment # 12.** *To enhance localism and strengthen educational and governmental access programming, Comcast will also develop a platform to host PEG content On Demand and On Demand Online within three years of closing.*

**Commitment # 13.** *As Comcast makes rapid advances in video delivery technologies, more channel capacity will become available. So Comcast will commit that, once it has completed its digital migration company-wide (anticipated to be no later than 2011), it will add two new independently-owned and -operated channels to its digital line-up each year for the next three years on customary terms and conditions.*

**Commitment # 14.** *Comcast will commit to voluntarily accept the application of program access rules to the high-definition (HD) feeds of any network whose standard definition (SD) feed is subject to the program access rules for as long as the Commission's current program access rules remain in place.*

**Commitment # 15.** *Comcast will commit to voluntarily extend the key components of the FCC's program access rules to negotiations with MVPDs for retransmission rights to the signals of NBC and Telemundo O&O stations for as long as the Commission's current program access rules remain in place.*

**Commitment # 16.** *The combined entity will continue the policy of journalistic independence with respect to the news programming organizations of all NBCU networks and stations, and will extend these policies to the potential influence of each of the owners. To ensure such independence, the combined entity will continue in effect the position and authority of the NBC News ombudsman to address any issues that may arise.*



## **APPENDIX 9**

Expert Declaration of Matthew L. Spitzer  
Concerning Diversity and Localism Issues Associated  
with the Proposed Comcast-NBCU Transaction

January 26, 2010

**I. INTRODUCTION**

1. At the request of Comcast Corporation (“Comcast”), I have reviewed the proposed Comcast/General Electric (“GE”) transaction relating to NBC Universal (“NBCU”) with a focus on the core public interest concerns of diversity and localism that underlie the Federal Communications Commission’s (the “Commission”) broadcast ownership regulations.

2. Some critical commentary already surrounds the proposed transaction, casting it as everything from a “mega-merger”<sup>1</sup> to a “juggernaut”<sup>2</sup> to a “train wreck.”<sup>3</sup> Such discourse rings hollow; familiar refrains and the automatic equation of “big” with “bad” media provide little insight into the Commission’s appropriately nuanced public interest inquiry. Instead, conceptualizing the proposed transaction in the modern media marketplace requires considered thought, and such an analysis shows that this transaction is not the type of transaction that implicates the Commission’s core concern about a reduction in the diversity of voices. Thus, amidst alarmist claims that the proposed transaction “poses a genuine threat to free expression and diversity of speech in our democratic society,”<sup>4</sup> I will calmly focus on the framework and core concerns of the Commission’s traditional public interest inquiry.

---

<sup>1</sup> Press Release, Free Press, Comcast/NBC Universal Merger Bad for the Public Interest (Oct. 13, 2009).

<sup>2</sup> *Id.*

<sup>3</sup> Josh Silver, *Too Big to Block? Why Obama Must Stop the Comcast-NBC Merger*, THE HUFFINGTON POST, Nov. 13, 2009, [http://www.huffingtonpost.com/josh-silver/too-big-to-block-why-obam\\_b\\_356826.html](http://www.huffingtonpost.com/josh-silver/too-big-to-block-why-obam_b_356826.html).

<sup>4</sup> The Editors, *Should Consumers Fear the Comcast Deal?*, N.Y. TIMES, Dec. 8, 2009 (quoting Andrew Jay Schwartzman, President, Media Access Project), <http://roomfordebate.blogs.nytimes.com/2009/12/08/should-consumers-fear-the-comcast-deal/?pagemode=print>.

3. As discussed in detail below, I conclude that the proposed transaction, representing a fundamentally vertical combination of a content producer and a distributor, does not raise the traditional diversity and localism concerns regarding media consolidation and the reduction of local broadcast voices. As demonstrated herein, the Commission has been very concerned about mergers that reduce diversity of voices, such as the combination of two competing broadcast outlets, two cross-service broadcast outlets, or a newspaper and broadcaster in the same market.<sup>5</sup> This is not that type of transaction.<sup>6</sup>

## II. QUALIFICATIONS

4. I am a lawyer and an economist. I have a J.D. from the University of Southern California ("USC") and a Ph.D. in Social Science from the California Institute of Technology ("Caltech"). I currently hold joint appointments at USC, where I am a Professor of Political Science and hold the Robert C. Packard Trustee Chair in Law, and at Caltech, where I am a Professor of Law and Social Science. Previously, from July 2000 through June 2006, I was Dean of the Gould School of Law at USC.

5. Over the past 30 years, I have studied, taught, hosted conferences, and written about the Commission's regulation of broadcasting and cable television, including its regulation of media ownership and concentration. I was the founding director of the USC Center for Communication Law and Policy (<http://cclp.usc.edu/>) and in that capacity I created and hosted many conferences and roundtables on broadcasting and cable regulation. The topics ranged from a retrospective on the deregulation of cable television to an evaluation of sex and violence on television. In this capacity, I followed closely the Commission, Congress, and the broadcasting and cable industries, and categorized and evaluated the various arguments about media ownership.

6. I currently teach Regulatory Policy and Administrative Law (at USC), Introduction to Law (at Caltech), and a graduate course in Law and Politics (at Caltech).

---

<sup>5</sup> See *infra* Part III.

<sup>6</sup> I base my analysis on information provided to me by Comcast and NBCU, from the Commission and other government agencies, and from academic, journalistic, and foundation sources. Where I rely on such information, I cite it here.

Previously during my academic career, I have taught Broadcasting Regulation, Telecommunications Regulation, Antitrust Policy, Law and Economics, Torts, Property, and Administrative Law.

7. I have published numerous books and articles on a variety of legal and economic issues associated with Broadcast and Cable Regulation.<sup>7</sup> These include Public Policy Toward Cable Television (1997, AEI/MIT Press, with Thomas Hazlett) and “Television Mergers and Diversity in Small Markets” in the *Journal of Competition Law and Economics* (forthcoming 2010). Finally, I have attached my curriculum vitae, which includes a more formal list of my background, experience and publications.

### III. SUMMARY OF TRANSACTION STRUCTURE

8. On December 3, 2009, Comcast and GE announced an agreement pursuant to which Comcast would acquire a majority interest in NBCU and its affiliated broadcast licensee companies from GE.<sup>8</sup> The transaction will create a joint venture that combines,

---

<sup>7</sup> SEVEN DIRTY WORDS AND SIX OTHER STORIES: CONTROLLING THE CONTENT OF PRINT AND BROADCAST (1986). PUBLIC POLICY TOWARD CABLE TELEVISION (1997) (with Thomas Hazlett). *Multicriteria Choice Processes: An Application of Public Choice Theory to Bakke, the FCC, and the Courts*, 88 YALE L.J. 717 (1979). *Radio Formats by Administrative Choice*, 47 U. CHI. L. REV. 647 (1980). *Controlling the Content of Print and Broadcast*, 58 S. CAL. L. REV. 1349 (1985). *Broadcasting and the First Amendment*, in 1 NEW DIRECTIONS IN TELECOMMUNICATIONS POLICY 155 (Paula R. Newberg ed., 1989). *The Constitutionality of Licensing Broadcasters*, 64 N.Y.U. L. REV. 990 (1989). *Justifying Minority Preferences in Broadcasting*, 64 S. CAL. L. REV. 293 (1990). *Testing Minority Preferences in Broadcasting*, 68 S. CAL. L. REV. 841 (1995) (with Jeff Dubin). *Dean Krattenmaker's Road Not Taken: The Political Economy of Broadcasting in the Telecommunications Act of 1996*, 29 CONN. L. REV. 353 (1996). *An Introduction to the Law and Economics of the V-Chip*, 15 CARDOZO ARTS & ENT. L.J. 429 (1997). *A First Glance at the Constitutionality of the V-Chip Ratings System*, in TELEVISION VIOLENCE AND PUBLIC POLICY [\*page range\*] (James T. Hamilton ed., 1998). *Turner, Denver and Reno*, in A COMMUNICATIONS CORNUCOPIA: MARKLE FOUNDATION ESSAYS ON INFORMATION POLICY 172-217 (Roger Noll & Monroe Price eds., 1998). *Digital Television and the Quid Pro Quo*, 2 BUS. & POL. 115 (2000) (with Thomas Hazlett). *Advanced Wireless Technologies and Public Policy*, 79 S. CAL. L. REV. 595 (2006) (with Thomas W. Hazlett). *Television Mergers and Diversity in Small Markets*, \_\_ J. COMP. L. & ECON. \_\_ (forthcoming 2010).

<sup>8</sup> Comcast and GE to Create Leading Entertainment Company, Joint Announcement by Comcast Corporation and General Electric Company (Dec. 3, 2009) available at <http://www.genewscenter.com/content/detail.aspx?ReleaseID=9206&NewsAreaID=2>.

Accompanying the announcement, the applicants set forth certain voluntary Public Interest Commitments that build on their strengths and histories of service to the public, particularly in the areas of diversity and local programming. Of note, the applicants have committed to “continuing to provide free over-the-air television through [NBCU’s O&O] stations and through local broadcast affiliates across the nation,” to “using the combined resources of NBC and Comcast to strengthen localism,” to “ensuring that the content of NBC’s news and public affairs programming [will] not be influenced by the non-media interests of [its corporate parents],” to “mak[ing] an expanded commitment to meeting the viewing needs of children, and the needs of parents to better control their family’s viewing,” and to “expand[ing] the

*inter alia*, NBCU's national broadcast networks (NBC and Telemundo), NBCU's owned and operated ("O&O") broadcast television stations, cable programming networks, theme parks, and a motion picture studio (Universal), with Comcast's cable programming and regional sports networks, as well as certain online content businesses of Comcast. Upon closing, Comcast and GE will own 51-percent and 49-percent shares in the joint venture, respectively. Thus, the transaction is fundamentally a vertical integration of content (in the joint venture) with distribution (Comcast's cable systems held outside the joint venture).

9. This transaction is not the sort of horizontal merger that has been at the core of the concerns about localism and diversity over the past several decades. The Commission has been very concerned about mergers that combine two or more broadcasters within the same service in the same market. The Commission has also been concerned about mergers of broadcasters in different services within the same market.<sup>9</sup> These concerns, in fact, led the Commission decades ago to adopt numerous structural rules that control the ability of broadcasters to merge in the same market.<sup>10</sup> These rules are founded on the concepts that having a healthy and robust marketplace of ideas requires independent voices, that the public benefits from having many types of programs from which to choose, and that a broadcaster must address the needs, interests, and issues of concern of the community that it is licensed to serve. And, of course, horizontal mergers between television stations and daily newspapers in the same market have generally been prohibited by structural ownership rules adopted in 1975.<sup>11</sup>

---

availability of over-the-air programming to the Hispanic community." Letter from David L. Cohen, Executive Vice President, Comcast Corporation, *Comcast/ GE Announcement Regarding NBC Universal* (Dec. 3, 2009) ("December 3 Cohen Letter").

<sup>9</sup> See, e.g., *Rules and Policies Concerning Multiple Ownership of Radio Broadcast Stations in Local Markets, Notice of Proposed Rulemaking and Further Notice of Proposed Rulemaking*, 16 FCC Rcd 19861, 19863 ¶ 6 (2001) ("In the early 1970s, the Commission briefly restricted local radio ownership further by prohibiting, with certain exceptions, common ownership of different service broadcast stations in the same market. These limits were designed to advance diversity by maximizing the number of independent owners of broadcast media in a market.") (internal citation omitted).

<sup>10</sup> *Id.* at 19899 ("The effects of a proposed transaction on the diversity of voices and economic competition in a given market have long been core considerations in making this public interest determination. The Commission's concern for diversity and competition in broadcast markets has prompted us to adopt and maintain structural ownership rules intended to vindicate these interests.").

<sup>11</sup> See 2006 *Quadrennial Regulatory Review – Review of the Commission's Broadcast Ownership Rules and Other Rules Adopted Pursuant to Section 202 of the Telecommunications Act of 1996*, 23 FCC Rcd 2010, 2018-19 ¶¶ 13-14 (2008) ("2006 Quadrennial Review Order") (adopting a presumption that "certain limited

10. But this transaction has none of these elements. It is, from the standpoint of traditional Commission concerns, almost entirely a vertical transaction. Comcast does not have a broadcast network (or a daily newspaper) and has modest cable programming assets, and NBCU is bringing a pair of broadcast networks and a number of local broadcasting stations. Conversely, NBCU does not provide cable, high-speed Internet, or digital voice services, which form the bulk of Comcast's business. Thus, in terms of traditional considerations, combining the NBCU content with Comcast distribution does not result in the sort of reduction in the number of local broadcast voices that has prompted Commission concern.<sup>12</sup> Instead, at its core, it is much more a vertical combination, putting together a company which produces popular content (NBCU) with a company that distributes content over cable television systems (Comcast).

#### **IV. PUBLIC INTEREST CONCERNS OF DIVERSITY AND LOCALISM**

11. The Commission must determine whether the proposed transaction would comply with the Communications Act of 1934 ("Communications Act"), other applicable statutes, and its own rules.<sup>13</sup> As part of this inquiry, the Commission must determine whether the applicants for transfer or assignment of broadcast licenses have shown that the public interest, convenience, and necessity will be served by the proposed transaction.<sup>14</sup>

---

combinations in the of newspaper and broadcast facilities in the largest markets are in the public interest"), *appeal pending*, *Prometheus Radio Project v. FCC*, Nos. 08-3078 et al. (3d. Cir. Apr. 14, 2009); *See generally Chancellor Media/Shamrock Radio Licenses, L.L.C. and Cox Radio, Inc.*, 15 FCC Rcd 17053, 17055 ¶ 6 (2000) ("In adopting the 1975 rule that generally prohibited the common ownership of a newspaper and broadcast station serving the same community, the Commission made it clear that fostering diverse viewpoints from antagonistic sources is at the heart of our licensing responsibility.").

<sup>12</sup> There are some possible horizontal elements in the combination of cable networks, but these do not represent the traditional, core concerns of the Commission. Because the horizontal aspects of this merger involving cable networks are very unlikely to have any significant effect on over-the-air broadcast diversity and localism, I will not discuss them in this Declaration. In addition, there are vertical aspects of the transaction that will be examined, particularly under the competition prong of the public interest standard. Others will examine pricing issues within the vertical aspects of the transaction. In terms of diversity and localism, the vertical aspects of the transaction are extremely unlikely to be troublesome. Creation of a problem in diversity or localism in the broadcast markets, as a result of the vertical elements of this transaction, would require a very convoluted and improbable mechanism.

<sup>13</sup> *See Clear Channel Communications, Inc.*, 23 FCC Rcd 1421, 1423 ¶ 3 (2008); *Citadel Broadcasting Corp. and The Walt Disney Co.*, 22 FCC Rcd 7083, 7104 ¶ 50 (2007).

<sup>14</sup> 47 U.S.C. § 310(d).

12. There are a number of rules that control directly the ownership structure and market behavior of broadcasters, cable systems, and cable networks.<sup>15</sup> The Commission's structural rules, notably its media ownership rules, include limitations on newspaper/broadcast cross-ownership in a single market,<sup>16</sup> radio/television cross-ownership in particular markets,<sup>17</sup> ownership of multiple television stations in a single market,<sup>18</sup> ownership of multiple radio stations in a single market,<sup>19</sup> national reach of television stations owned by a single entity,<sup>20</sup> and dual broadcast network rules.<sup>21</sup> These media ownership rules are designed to foster the Commission's longstanding public interest policies of competition, diversity, and localism.<sup>22</sup> And more specifically, as further described below, each of these rules is intended to protect against reduction in the number of independent broadcast voices in a local market. Indeed, with respect to transactions involving broadcast licenses, the Commission's central theory has been that

---

<sup>15</sup> Also relevant to the proposed transaction is the lack of applicable rule. The DC Circuit vacated the once-extant cable/broadcast cross-ownership rule, opining "that the Commission's diversity rationale for retaining the [Cable/Broadcast Cross-Ownership] Rule is woefully inadequate." *Fox Television Stations, Inc. v. FCC*, 280 F.3d 1027 (D.C. Cir. 2002), *rehearing granted*, 293 F.3d 537 (D.C. Cir. 2002) (vacating cable-broadcast cross-ownership rule); *1998 Biennial Regulatory Review – Review of the Commission's Broadcast Ownership Rules and Other Rules Adopted Pursuant to Section 202 of the Telecommunications Act of 1996*, 18 FCC Rcd 3002 (2003) (repealing cable/broadcast cross-ownership rule)). The DC Circuit also has remanded the horizontal ownership rule adopted by the Commission for further consideration. *The Commission's Cable Horizontal and Vertical Ownership Limits, Fourth Report & Order and Further Notice of Proposed Rulemaking*, 23 FCC Rcd 2134, 2187-92 ¶¶ 125-34 (2008) ("2008 Cable Ownership Order"), *vacated* *Comcast Corp. v. FCC*, 579 F.3d 1, 23 (D.C. Cir. 2009) (holding the [horizontal] 30% subscribership limit as arbitrary and capricious because "the Commission failed adequately to take account of the substantial competition cable operators face from non-cable video programming distributors.").

<sup>16</sup> *2006 Quadrennial Review Order*, 23 FCC Rcd at 2018-57 ¶¶ 13-79.

<sup>17</sup> *Id.* at 2057-60 ¶¶ 80-86.

<sup>18</sup> *Id.* at 2060-69 ¶¶ 87-109.

<sup>19</sup> *Id.* at 2069-82 ¶¶ 110-38.

<sup>20</sup> *See id.* at 2084 ¶ 142 n.454 (noting that Section 629(l) of the 2004 Consolidated Appropriations Act "amends Section 202(c) of the 1996 Act to direct the Commission to modify the national television ownership limit, contained in section 73.3555 of the Commission's rules, to specify 39 percent as the maximum aggregate national audience reach of any single television station owner.") (citing 47 U.S.C. § 202(c)(1)).

<sup>21</sup> *Id.* at 2082-84 ¶¶ 139-41.

<sup>22</sup> *2006 Quadrennial Review Order*, 23 FCC Rcd at 2016-17 ¶ 9 ("The media ownership rules are designed to foster the Commission's longstanding policies of competition, diversity, and localism. We set these policies out in detail in the 2002 Biennial Review Order, and we reaffirm those goals.") (citing *2002 Biennial Regulatory Review – Review of the Commission's Broadcast Ownership and Other Rules Adopted Pursuant to Section 202 of the Telecommunications Act of 1996*, 18 FCC Rcd 13620, 13627-45 ¶¶ 17-79 (2003) ("2002 Biennial Review Order"), *aff'd in part and remanded in part*, *Prometheus Radio Project v. FCC*, 373 F.3d 372 (3d. Cir. 2004)).

maintaining a sufficient number of independent voices is crucial to supporting the core concerns of diversity and localism.<sup>23</sup>

13. Throughout the last decade, the Commission has consistently applied a corresponding public interest framework to media transactions.<sup>24</sup> In this Declaration, I will address the public interest concerns of diversity and localism as they relate to the proposed transaction.

#### A. Diversity

14. Diversity has long been considered by the Commission to be a guiding principle for its regulation of the media marketplace because it resonates with values implicit in the First Amendment.<sup>25</sup> The two crucial aspects of diversity for purposes of evaluating this transaction are *viewpoint* diversity and *program* diversity.

15. Viewpoint diversity, defined as “the availability of media content reflecting a variety of perspectives,”<sup>26</sup> is of central importance to the Commission. The Commission has stated that viewpoint diversity helps to ensure an informed citizenry in our

---

<sup>23</sup> *UTV of San Francisco Inc. et al. and Fox Television Stations, Inc.*, 16 FCC Rcd 14975, 14977 ¶ 8 (2001) (“Where broadcast licenses are concerned, the effects of a proposed transaction on the diversity of voices and economic competition in a given market have long been core considerations in determining whether a transaction serves the public interest, convenience, and necessity.”).

<sup>24</sup> *Applications for Consent to the Transfer of Control of Licenses from XM Satellite Radio Holdings Inc. to Sirius Satellite Radio Inc.*, 23 FCC Rcd 12348, 12364 ¶ 30 (2008); *News Corp. and DIRECTV Group, Inc. and Liberty Media Corp. for Authority to Transfer Control*, 23 FCC Rcd 3265, 3276-77 ¶ 22 (2008); *Applications for Consent of Assignment and/or Transfer of Control of Licenses from Adelphia Communications Corporation to Time Warner Cable Inc., and from Adelphia Communications Corporation to Comcast Corporation*, 21 FCC Rcd 8203, 8217-18 ¶ 23 (2006); *General Motors Corporation and Hughes Electronics Corporation, Transferors, and The News Corporation Limited, Transferee*, 19 FCC Rcd 473, 483 ¶ 15 (2004); *Applications for Consent to the Transfer of Control of Licenses from Comcast Corporation and AT&T Corp., Transferors, to AT&T Comcast Corporation, Transferee*, 17 FCC Rcd 23246, 23255 ¶ 26 (2002).

<sup>25</sup> 2002 Biennial Regulatory Review – Review of the Commission’s Broadcast Ownership Rules and Other Rules adopted Pursuant to Section 202 of the Telecommunications Act of 1996, *Cross-Ownership of Broadcast Stations and Newspapers, Rules and Policies Concerning Multiple Ownership of Radio Broadcast Stations in Local Markets, Definition of Radio Markets*, 17 FCC Rcd 18503, 18516 ¶ 33 (2002) (“2002 Biennial Review Notice”) (“It advances the values of the First Amendment, which, as the Supreme Court stated, ‘rests on the assumption that the widest possible dissemination of information from diverse and antagonistic sources is essential to the welfare of the public.’”) (quoting *Associated Press v. United States*, 326 U.S. 1, 20 (1945)).

<sup>26</sup> 2002 Biennial Review Order, 18 FCC Rcd at 13627 ¶ 19.



democratic society.<sup>27</sup> Accordingly, having independent voices in the media marketplace is needed for a healthy and robust marketplace of ideas, particularly with respect to news and public affairs.<sup>28</sup> The basic idea is that if a single person were to gain control of a substantial amount or all of the media in a market, he or she could tilt the discussion of news and public affairs in a way that would mold public opinion to resemble his or her own, even if the facts and arguments would not support such a result. On the other hand, if there is a large number of independent voices in the media marketplace, any attempt to tilt coverage of news and public affairs will be counterbalanced by others, who can be counted on to point out the tilt and correct it. Thus, preventing concentrated political influence provides the strongest justification for viewpoint diversity and the maintenance of a large number of independent voices in news and public affairs programming.<sup>29</sup>

16. The main focus of concern for viewpoint diversity is *local* broadcast news, public affairs, and other local programming. Applying this insight, the Commission has stated that “the greater the diversity of ownership in a particular area, the less chance there is that a single person or group can have an inordinate effect, in a political, editorial, or similar programming sense, on public opinion at the regional level.”<sup>30</sup> There is nothing in the fundamentally vertical structure of *this* transaction that would reduce the number of independent broadcast voices in any local market. After the transaction, all of NBCU’s O&O broadcast stations will continue to operate and provide local news and other local programming. There is no consolidation of broadcast assets within any local

---

<sup>27</sup> *Id.* (citing Richard Brown, *Early American Origins of the Information Age*, A NATION TRANSFORMED BY INFO.: HOW INFORMATION HAS SHAPED U.S. FROM COLONIAL TIMES TO THE PRESENT (Oxford Univ. Press, New York, NY, 2000) at 44-49 *passim* (“Because people widely believed that their republican government required an informed citizenry, they scrambled to make sure that they, and often their neighbors, were properly informed.”)).

<sup>28</sup> While the most important influence on our civic life comes from local news and public affairs, the Commission has acknowledged that entertainment programming may have significant public affairs content. *Id.* at 13631 ¶ 33.

<sup>29</sup> See, e.g., 2006 Quadrennial Review Order, 23 FCC Rcd at 2038 ¶ 49 (“[O]ur new rule is designed to promote diversity by presumptively prohibiting combinations in the markets with the fewest number of voices, while presumptively permitting certain combinations in the largest markets where the loss of diversity is not a significant risk.”). See generally, 2002 Biennial Review Order, 18 FCC Rcd at 13630 ¶ 28 (“[O]wners of media outlets clearly have the ability to affect public discourse, including political and governmental affairs, through their coverage of news and public affairs. Even if our inquiry were to find that media outlets exhibited no apparent ‘slant’ or viewpoint in their news coverage, media outlets possess significant *potential* power in our system of government.”).

<sup>30</sup> *Id.* at 13632 ¶ 38 (quoting *Amendment of Sections 73.35, 73.240, and 73.636 of the Commission’s Rules Relating to Multiple Ownership of Standard, FM and Television Broadcast Stations*, 45 F.C.C. 1476, 1477 ¶ 3 (1964)).

market as a consequence of this transaction. Instead, this transaction *transfers* broadcast licenses from the control of GE to the control of Comcast. In no way does this combination of content with distribution impinge on the Commission's core concern – the *reduction* in the number of independent voices in local broadcast markets. Nor does the transaction impact *national* viewpoint diversity in any way.<sup>31</sup>

17. *Program* diversity refers to providing a large number of types of programs (dramas, sitcoms, “reality” a.k.a. nonscripted, science fiction, sports, news, children’s, etc.) to viewers.<sup>32</sup> The Commission clearly prefers to rely, in general, on competition in the video marketplace to ensure diversity of programming, rather than try to regulate the provision of program types directly.<sup>33</sup>

18. There is no basis to anticipate that NBC, Telemundo, or any of their O&Os will alter programming in a way that would decrease the diversity of programming. The slight horizontal aspects of the merger (Comcast is contributing no over-the-air broadcast assets to the joint venture) indicate that there will be no significant, transaction-specific incentive to change or reduce programming for the NBC or Telemundo networks, or in the programming of their O&Os. All program types that are currently represented will continue to be represented – there is simply no credible incentive for the new entity to reduce program diversity, and no apparent reason to expect that such a reduction will take place. Thus, we should anticipate no reduction in program diversity in broadcast outlets. In addition, the December 3 Cohen Letter demonstrates that the companies intend to increase the diversity of content available on multiple platforms as well as

---

<sup>31</sup> In any event, the Commission has clearly concluded that there is a very robust market in national news and public affairs. *Id.* at 13631 ¶ 35.

<sup>32</sup> *Id.* at 13631 ¶ 36.

<sup>33</sup> The Commission restated this preference within the last decade. *Id.* at 13632 ¶ 37. This is a long-running preference of the Commission. See *FCC v. WNCN Listener’s Guild*, 450 U.S. 582, 590 (1981) (“[T]he Commission explained why it believed that market forces were the best available means of producing diversity in entertainment formats. First, in large markets, competition among broadcasters had already produced ‘an almost bewildering array of diversity’ in entertainment formats. Second, format allocation by market forces accommodates listeners’ desires for diversity within a given format, and also produces a variety of formats. Third, the market is far more flexible than governmental regulation and responds more quickly to changing public tastes. Therefore, the Commission concluded that ‘the market is the allocation mechanism of preference for entertainment formats, and . . . Commission supervision in this area will not be conducive either to producing program diversity [or] satisfied radio listeners.’”) (citing *Development of Policy re: Changes in the Entertainment Formats of Broadcast Stations*, Memorandum Opinion and Order, 60 F.C.C.2d 858, 863-866 (1976)).

adding programming targeted to children and the Hispanic community.<sup>34</sup> This provides further assurance that the public interest concern of diversity will be served by the transaction.

19. Of course, individual programs may be replaced as they lose popularity, as is the nature of series programming. But the public interest goal—diversity of programming—is not about preserving individual shows. Rather, it is about ensuring a broad menu of *types* of programs for viewers. In this case, the types of programming that are supplied by the networks will almost certainly continue to be supplied; sports programming, comedies, dramas, science fiction, food, fashion, celebrity gossip, and so forth will continue to be available in abundance. In short, there is no significant probability that diversity of programming in broadcasting will be adversely affected by this transaction due to horizontal integration. The transaction is predominantly vertical in nature, and such combinations do not tend to induce the parties to eliminate program types that would otherwise be profitable to produce and distribute.

## **B. Localism**

20. The phrase “localism” covers many different topics,<sup>35</sup> linked by the concern that a broadcaster must address the needs, interests, and issues of concern of the community that it is licensed to serve.<sup>36</sup> The Comcast and NBCU transaction is irrelevant to most of these topics, and does not threaten, and in some cases may aid, the remainder. This result is reinforced by the applicants’ voluntary public interest commitments in the December 3 Cohen Letter to strengthen localism through their owned-and-operated broadcast stations, On Demand and On Demand Online Programming platforms, and public,

---

<sup>34</sup> *Supra* note 8.

<sup>35</sup> There is a set of issues, usually addressed with fairly precise regulations, that is often addressed under the banner of localism. However, they are all quite tangential to evaluating the transaction *in this case*. These include disaster warnings, *In the Matter of Broadcast Localism, Report and Notice of Proposed Rulemaking*, MB Docket No. 04-233, 23 FCC Rcd 1324, 1358-61 ¶¶ 81-87 (2008) (“2008 Broadcast Localism Report”), Network Affiliation Rules, *id.* at 1361-64 ¶¶ 88-96, payola and sponsorship identification, *id.* at 1364-69 ¶¶ 97-112, and license renewal procedures, *id.* at 1370-73 ¶¶ 113-124. Because this transaction raises no genuine issue as to any of these concerns, I will not discuss them in text.

<sup>36</sup> *Id.* at 1326 ¶ 2.

educational, and government (“PEG”) access programming.<sup>37</sup> Putting more local content on more platforms will directly promote localism.

21. There is a significant overlap between *localism* and *diversity* because one of the central concerns of each goal is the extent to which broadcasters provide local news, public affairs, and other local programming. Localism differs slightly because diversity focuses on the *number of different types* of local programs, while localism focuses more on the *amount and source* of local programs.<sup>38</sup>

22. The Commission has long been interested in whether broadcasters provide “enough” community-responsive programming.<sup>39</sup> Because there is no reduction in the number of independent voices in any broadcast market in this transaction, there is nothing about the transaction that would lead us to expect any reduction in local news or public affairs programming, or similar community-responsive broadcast programming.<sup>40</sup> In addition, the December 3 Cohen Letter demonstrates that the companies plan to increase locally-oriented programming.

23. Similarly, there is nothing about this transaction that would lead the applicants to reduce service to underserved audiences. The Commission has pursued policies directed at ensuring that “enough” programming is provided to underserved audiences, primarily women and racial and ethnic minorities.<sup>41</sup> The Commission’s theory is that all

---

<sup>37</sup> *Supra* note 8.

<sup>38</sup> Typical community-responsive content includes local news stories, investigative features, consumer advocacy issues, politics, sports, community events, cultural offerings, weather, and emergency notices. *2008 Broadcast Localism Report*, 23 FCC Rcd at 1338 ¶ 31.

<sup>39</sup> *See id.* at ¶ 30 (“Having recognized that certain groups have long complained that broadcasters do not air enough community-responsive programming, the Commission sought comment on the nature and amount of such programming in the *NOI*. The Commission inquired as to how broadcasters were serving the needs of their communities, whether they were providing enough community-responsive programming, whether the Commission could or should take action to ensure that broadcasters aired programming that served their communities’ needs and interests, and whether non-entertainment or non-locally originated programming should constitute local programming.”). This, in turn, raises questions about what “counts” as community-responsive, how to combine time allocated to different categories (such as local public affairs and public service announcements), and whether the same rules should apply in all markets and to all classes of service.

<sup>40</sup> Thus, for example, regardless of how one views the studies cited by the Commission in its *2008 Broadcast Localism Report*, 23 FCC Rcd at 1341-42 ¶ 38 (citations omitted), and regardless of whether one thinks the amount of local news and public affairs increases with network ownership, all of the broadcast stations in this transaction were part of a network before the transaction, and will be part of a network after the transaction. In short, there is no change.

<sup>41</sup> *2008 Broadcast Localism Report*, 23 FCC Rcd at 1354-55 ¶ 70.

significant groups in the community of a licensee should get some level of service.<sup>42</sup> This requires the Commission to walk a very fine line; intervening too far to require particular content threatens First Amendment values, while only issuing hortatory declarations may produce no action at all. The Commission's most recent approach to this subject relied on several structural responses. The Commission is proposing that broadcasters form community advisory boards that help to inform the broadcaster about the needs and issues of underserved audiences.<sup>43</sup> Further, the Commission is considering ways to increase ownership of broadcast outlets by "Eligible Entities," which may include minority- and women-owned businesses.<sup>44</sup> No matter how the Commission resolves the question of underserved audiences, there is nothing in this fundamentally vertical transaction that reduces incentives to serve underserved audiences. There is no consolidation of broadcast assets at the local market level. Hence, the broadcast outlets will continue to have every incentive to appeal to and retain as wide and diverse an audience as possible.

24. Within the localism sphere, the Commission also has expressed concern with the process of engagement among broadcasters, viewers, and community leaders. In the 1970s, the Commission promulgated a highly detailed set of regulations to govern the process of communication.<sup>45</sup> In the 1980s these regulations were relaxed,<sup>46</sup> but recently the Commission has proposed making them more formal for television.<sup>47</sup> Nothing about this transaction will produce any significant change in the O&Os' interactions with viewers and community leaders. The stations can be expected to continue to comply with applicable regulations, will continue to learn about the needs and interests of their local communities, and will continue to air programming that responds to these needs and interests. There is no reason why the structure of the proposed transaction would affect the merging entities' incentives to continue to comply with, or indeed exceed,

---

<sup>42</sup> *Id.* at 1354 ¶ 69.

<sup>43</sup> *Id.* at 1336-37 ¶¶ 25-27, 1356 ¶ 73. Note, this requirement is not yet effective.

<sup>44</sup> *Id.* at 1356-57 ¶¶ 74-76.

<sup>45</sup> *Primer on Ascertainment of Community Problems by Broadcast Applicants, Report and Order*, 27 F.C.C.2d 650 (1971); *Ascertainment of Community Problems by Broadcast Applicants, First Report and Order*, 57 F.C.C.2d 418 (1976).

<sup>46</sup> *Deregulation of Radio, Report and Order*, 84 F.C.C.2d 968 (1981); *Revision of Programming and Commercialization Policies, Ascertainment Requirements and Program Log Requirements for Commercial Television Stations, Report and Order*, 98 F.C.C.2d 1076, 1099 (1984).

<sup>47</sup> *2008 Broadcast Localism Report*, 23 FCC Red at 1333-37 ¶¶ 16-27.

regulations in this area. Moreover, as outlined in the December 3 Cohen Letter, the companies are undertaking additional efforts to promote localism, which will further enhance the public interest benefits of the transaction.

## V. CONCLUSION

25. Based on public information provided to me by Comcast and NBCU, together with my analysis of publicly available information cited here, I have evaluated the consequences of the proposed transaction in terms of *diversity* and *localism*—two areas that have been at the center of the Commission's previous regulatory reviews with regard to the public interest. In my opinion, this transaction does not represent the sort of horizontal merger that has been at the core of the Commission's diversity and localism concerns over the past several decades. Notwithstanding the rhetoric of some, this transaction will not result in any reduction in the diversity of broadcast voices in a local market or any reduction in localism.

26. In summary, this transaction is, from the standpoint of traditional Commission diversity and localism concerns, almost entirely a vertical transaction. I conclude that the proposed transaction will have no adverse effect on localism and diversity and thus is fully consistent with the Commission's the public interest approach along these dimensions. It is not the type of transaction that implicates the core concern of reduction in the diversity of voices in a local market.

I, Matthew L. Spitzer, declare under penalty of perjury that the foregoing declaration is true and correct.

Executed on JANUARY 26, 2010

A handwritten signature in black ink, appearing to read "Matthew L. Spitzer", written over a horizontal line.

Matthew L. Spitzer

## **Matthew L. Spitzer**

Gould School of Law  
University of Southern California  
Los Angeles, California 90089-0071  
Telephone: (213) 740-6473  
Fax: (213) 740-5502  
Cyberspace: mspitzer@law.usc.edu

California Institute of Technology  
Division of Humanities and Social Science  
Baxter Hall 228-77  
1200 E. California Boulevard  
Pasadena, CA 91125

### **EDUCATION**

Ph.D. (Social Science) California Institute of Technology, 1979  
J.D. University of Southern California, 1977  
B.A. (Mathematics) University of California, Los Angeles, 1973

### **PROFESSIONAL ASSOCIATIONS AND SERVICE POSITIONS**

Member, KUSC University Advisory Board, July 2000 to October 2001.  
Member, USC Budget Steering Group, August 2000 to July 2001.  
Member, USC Capital Planning Committee Radisson Subcommittee, August 2000 to August 2001.  
Member, USC Urban Deans Council, July 2000 to March 2004.  
Member, USC Provost's Council, August 2000 to June 2006.  
Member, Executive Committee, USC Provost's Council, August 2001 to June 2005.  
Member, Board of Directors, American Law and Economics Association, 1997 to 2000.  
Member, Board of Editors, American Law & Economics Review, 1998 to 2000.  
Director, American Law Deans Association, September 2000 to 2002.  
Member, American Law Deans Association, September 2000 to June 2006.  
Member, The American Law Institute, 2000 to present.  
Member, The Fellows of the American Bar Foundation, 2003 to present.  
Member, Board of Governors, Beverly Hills Bar Association, 2005 to 2006..  
Member, Law School Council, The Committee of Bar Examiners of The State Bar of California, 2005 to 2006.  
Member, Board of Directors, Telecommunications Policy Research Conference, 1993 to 1995.  
Organizing Committee for Telecommunications Policy Research Conference, 1991 to 1994.

### **APPOINTMENTS**

Litigator with Nossaman, Krueger & Marsh, Los Angeles, California, from January 1977 to July 1979.  
Assistant Professor of Law at the Northwestern University School of Law, July 1979 to August 1981.

Associate Professor of Law at the University of Southern California Law School, August 1981 to May 1984.

Professor of Law at the University of Southern California Law School, May 1984 to July 1987.

William T. Dalessi Professor of Law at the University of Southern California, August 1987 to June 2000.

Visiting Professor of Law and Social Science in Division of Humanities and Social Sciences at California Institute of Technology, Pasadena, California, January 1988 to June 1988; January 1990 to June 1990; January 1991 to June 1991; and January 1992 to June 1992.

Professor of Law and Social Science in Division of Humanities and Social Sciences at California Institute of Technology, Pasadena, California, July 1992 to June 2001 and July 2006 to present.

Visiting Associate in Division of Humanities and Social Sciences at California Institute of Technology, Pasadena, California, July 2001 to June 2006.

Visiting Professor of Law at University of Chicago, October 1996 to December 1996.

Visiting Professor of Law at Stanford University, September 1997 to December 1997.

Director, Olin Program in Law and Rational Choice at the University of Southern California Law School, July 1990 to June 2000.

Director, USC Center for Communications Law and Policy, August 1998 to June 2005.

Dean and Carl Mason Franklin Chair in Law at the University of Southern California Law School, July 2000 to June 2006.

Dean and Carl Mason Franklin Chair in Law and Professor of Political Science at the University of Southern California Law School, November 2002 to June 2006.

Robert C. Packard Trustee Chair in Law and Professor of Political Science at the University of Southern California Gould School of Law, July 2006 to present.

## **PUBLICATIONS -- BOOKS**

SEVEN DIRTY WORDS AND SIX OTHER STORIES: CONTROLLING THE CONTENT OF PRINT AND BROADCAST (1986, Yale University Press).

PUBLIC POLICY TOWARD CABLE TELEVISION (1997, AEI/MIT Press)(with Thomas Hazlett).

ADMINISTRATIVE LAW AND REGULATORY POLICY: PROBLEMS, TEXT, AND CASES (5th Edition, 2002, Aspen Law & Business)(with Stephen Breyer, Richard Stewart, and Cass Sunstein).

## **PUBLICATIONS -- ARTICLES**

1. *An Economic Analysis of Sovereign Immunity in Tort*, 50 S. CAL. L. REV. 515 (1977).
2. *Multicriteria Choice Processes: An Application of Public Choice Theory to Bakke, the FCC, and the Courts*, 88 YALE L.J. 717 (1979).
3. *A Reply to Consumption Theory, Production Theory, and Ideology in the Coase Theorem*, 53 S. CAL. L. REV. 1187 (1980) (with Elizabeth Hoffman).
4. *Radio Formats by Administrative Choice*, 47 U. CHI. L. REV. 647 (1980).
5. *The Coase Theorem: Some Experimental Tests*, 25 J. LAW & ECON. 73 (1982) (with Elizabeth Hoffman).
6. *Unions, Fairness, and the Conundrums of Collective Choice*, 56 S. CAL. L. REV. 465 (1983) (with Mayer Freed and Daniel Polsby).
7. *A Reply to Hyde, Can Judges Identify Fair Bargaining Procedures?* 57 S. CAL. L. REV. 425 (1984) (with Mayer Freed and Daniel Polsby).
8. *Entitlements, Rights and Fairness: An Experimental Examination of Subjects' Concepts of Distributive Justice*, 14 J. LEGAL STUDIES 259 (1985) (with Elizabeth Hoffman). [Reprinted in Fall/Winter USC Cites at 10-23; reprinted in ECONOMIC JUSTICE (G. Brosio and H. Hockman Eds. 1998).]



9. *Experimental Law & Economics: An Introduction*, 85 COLUM. L. REV. 991 (1985) (with Elizabeth Hoffman).
10. *Controlling the Content of Print and Broadcast*, 58 SO. CAL. L. REV. 1349 (1985).
11. *Experimental Tests of the Coase Theorem with Large Bargaining Groups*, 15 J. LEGAL STUDIES 149 (1986) (with Elizabeth Hoffman).
12. *Fear and Loathing in the Coase Theorem: Experimental Tests Involving Physical Discomfort*, 16 J. LEGAL STUDIES 217 (1987) (with Don L. Coursey and Elizabeth Hoffman).
13. *Coasian Solutions to the Externality Problem in Experimental Markets*, 97 ECONOMIC J. 388 (1987) (with Glenn W. Harrison, Elizabeth Hoffman and E. E. Rutstrom).
14. *Antitrust Federalism and Rational Choice Political Economy: A Critique of Capture Theory*, 61 SO. CAL. L. REV. 1293 (1988).
15. *Broadcasting and the First Amendment* in Volume 1 of NEW DIRECTIONS IN TELECOMMUNICATIONS POLICY (1989, Duke Univ. Press).
16. *The Constitutionality of Licensing Broadcasters*, 64 N.Y.U.L. REV. 990 (1989).
17. *Comment on Noll and Krier's Some Implications of Cognitive Psychology for Risk Regulation*, 19 J. LEG. STUD. 801 (1990).
18. *Justifying Minority Preferences in Broadcasting*, 64 S. CAL. L. REV. 293 (1990).
19. *Extensions of Ferejohn and Shipan's Model of Administrative Agency Behavior*, 6 J.L. ECON. & ORGANIZATION 29 (1990).
20. *Judicial Choice of Legal Doctrines*, 8 J.L. ECON. & ORGANIZATION 8 (1992)(with Pablo Spiller).
21. *Term Limits*, 80 GEORGETOWN L.J. 477 (1992)(with Linda Cohen). [Reprinted in MAXWELL STEARNS, PUBLIC CHOICE AND PUBLIC LAW (1996).]
22. *Willingness-to-Pay versus Willingness-to-Accept: Legal and Economic Implications*, 71 WASHINGTON UNIVERSITY L.Q. 59 (1993)(with Elizabeth Hoffman).
23. *Solving the Chevron Puzzle*, 57 JOURNAL OF LAW & CONTEMPORARY PROBLEMS 65 (1994)(with Linda Cohen).
24. *Testing Minority Preferences in Broadcasting*, 68 SOUTHERN CALIFORNIA LAW REVIEW 841 (1995)(with Jeff Dubin).
25. *Judicial Deference to Agency Action*, 69 SOUTHERN CALIFORNIA LAW REVIEW 431 (1995)(with Linda Cohen).
26. *Framing the Jury*, 81 VIRGINIA LAW REVIEW 1342 (1995)(with Ed McCaffery and Dan Kahneman).
27. *Where is the Sin in Sincere? Sophisticated Exploitation of Naive Judges*, 11 JOURNAL OF LAW, ECONOMICS & ORGANIZATION 32 (1995)(with Pablo Spiller).
28. *Dean Krattenmaker's Road Not Taken: The Political Economy of Broadcasting in the Telecommunications Act of 1996*, 29 CONN. L. REV. 353 (1996).
29. *An Introduction to the Law and Economics of the V-Chip*, 15 CARDOZO ARTS & ENTERTAINMENT LAW JOURNAL 429 (1997).
30. *Evaluating Direct Democracy: A Response*, 4 UNIVERSITY OF CHICAGO LAW SCHOOL ROUNDTABLE 37 (1997).

31. *A First Glance at the Constitutionality of the V-Chip Ratings System*, in TELEVISION VIOLENCE AND PUBLIC POLICY, Edited by James T. Hamilton (U. Mich. Press, 1998).
32. *Turner, Denver and Reno*, pages 172-217 in A COMMUNICATIONS CORNUCOPIA: MARKLE FOUNDATION ESSAYS ON INFORMATION POLICY (1998, Roger Noll and Monroe Price, Eds.).
33. *Judicial Auditing*, 29 JOURNAL OF LEGAL STUDIES 649 (2000) (with Eric Talley).
34. *The Government Litigant Advantage: Implications for the Law*, 28 FLORIDA STATE UNIV. L. REV. 391 (2000) (with Linda R. Cohen).
35. *Digital Television and the Quid Pro Quo*, 2 BUSINESS AND POLITICS 115 (2000) (with Thomas Hazlett).
36. *Endowment Effects within Corporate Agency Relationships*, 31 JOURNAL OF LEGAL STUDIES 1 (2002) (with Jennifer H. Arlen and Eric L. Talley).
37. *Advanced Wireless Technologies and Public Policy*, 79 SOUTHERN CALIFORNIA LAW REVIEW 595 (2006)(with Thomas W. Hazlett).
38. *Television Mergers and Diversity in Small Markets*, \_\_ JOURNAL OF COMPETITION LAW AND ECONOMICS \_\_\_\_ (2010)(forthcoming).

#### **OTHER PUBLICATIONS**

1. *Book Review* (of HUMAN INFERENCE by Richard Nisbett and Lee Ross), 9 HOFSTRA L. REV. 1621 (1981).
2. *Book Review* (of MISREGULATING TELEVISION by Stanley M. Besen, Thomas G. Krattenmaker, A. Richard Metzger, and John R. Woodbury), 2 INFORMATION ECON. AND POLICY 91 (1986).
3. Editor of Discussion in *Symposium: Punitive Damages*, 56 S. CAL. L. REV. 1, 155 (1982).
4. *Bargaining Solutions to Environmental Problems*, NEUE ZURCHER ZEITUNG, pg. 66, Sept. 16, 1987, (with R. S. Radford).
5. *Jurisprudence and Formal Models*, 12 INT'L REV. L. AND ECON. 284 (1992).
6. *Freedom of Expression*, in THE NEW PALGRAVE DICTIONARY OF ECONOMICS AND THE LAW, Edited by Peter Newman (Stockton Press, 1998).
7. *Book Review* (of J. GREGORY SIDAK, FOREIGN INVESTMENT IN TELECOMMUNICATIONS), 59 Journal of Economic History 1124 (1999).
8. *Taking Over*, 33 UNIVERSITY OF TOLEDO LAW REVIEW 213 (Fall 2001).
9. *Evaluating Valuing Empiricism (at Law Schools)*, 53 JOURNAL OF LEGAL EDUCATION 3 (September 2003).
10. *Diamonds and Deep Breathing*, 36 UNIVERSITY OF TOLEDO LAW REVIEW 191 (Fall 2004).
11. *Memorial Tribute to Dave Carroll*, 78 SOUTHERN CALIFORNIA LAW REVIEW 13 (2004).

#### **PRIZE**

Ronald H. Coase Prize for excellence in law and economics

## **APPENDIX 10**

## **Lexicon of Acronyms**

<u>Acronym</u>	<u>Meaning</u>
ACN	American Community Newspapers
ALJ	Administrative law judge
BRS	Broadband radio service
CBCO Rule	Cable/broadcast cross-ownership rule
CDV	Comcast Digital Voice
CIM	Comcast Interactive Media
CSM	Common Sense Media
CSN-NE	Comcast SportsNet New England
D3	DOCSIS 3.0
DBS	Direct broadcast satellite
DMA	Designated Market Area
DSL	Digital subscriber line
DTV	Digital television
DVD	Digital video disc
DVR	Digital video recorder
EBITDA	Earnings Before Interest, Taxes, Depreciation, and Amortization
EDP	Equity-Debt-Plus
FCC	Federal Communications Commission
GE	General Electric Company
GECC	General Electric Capital Corporation
HD	High-definition
HHI	Herfindahl-Hirschman Index
HSI	High-speed Internet

ISP	Internet service provider
JV	Joint venture
LEC	Local exchange carrier
MGM	Metro-Goldwyn-Mayer
MVPD	Multichannel video programming distributor
NBC	National Broadcasting Company
NBCU	NBC Universal
NECN	New England Cable News
O&O	Owned-and-operated station
PEG	Public, educational, and governmental
PPV	Pay-per-view
RSN	Regional sports network
SD	Standard-definition
SMATV	Satellite master antenna television
TWCC	The Weather Channel Companies
VOD	Video-on-demand