

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

SCHEDULE 13D - AMENDMENT NO. 3

Under the Securities Exchange Act of 1934

Jones Intercable, Inc.

(Name of Issuer)

CLASS A COMMON STOCK, PAR VALUE \$.01
COMMON STOCK, PAR VALUE \$.01

(Title of Class of Securities)

480206-200

(CUSIP Number)

Stanley Wang
Comcast Corporation
1500 Market Street
Philadelphia, Pennsylvania 19102-2148
(215) 665-1700

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

June 29, 1999

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(b) (3) or (4), check the following box. []

NOTE: Six copies of this statement, including all exhibits, should be filed with the Commission. See Rule 13d-a(a) for other parties to whom copies are to be sent.

The information required in the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No. 480206-200

13D

Page 2 of 9

1. NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

Comcast Corporation

=====

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*

(a) []

(b) []

3. SEC USE ONLY

=====

4. SOURCE OF FUNDS*

WC

=====

5. CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or (e)

[]

=====

6. CITIZENSHIP OR PLACE OF ORGANIZATION

Pennsylvania

=====

NUMBERS OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH

7. SOLE VOTING POWER

Class A 13,782,500

8. SHARED VOTING POWER

9. SOLE DISPOSITIVE POWER

Class A 13,782,500

10. SHARED DISPOSITIVE POWER

11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

Class A 13,782,500

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

[]

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

37.3%

14. TYPE OF REPORTING PERSON*

CO

*SEE INSTRUCTIONS BEFORE FILLING OUT!

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2(d) or (e)

☐

6. CITIZENSHIP OR PLACE OF ORGANIZATION

Pennsylvania

NUMBERS OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH

7. SOLE VOTING POWER

Common 2,878,151

8. SHARED VOTING POWER

9. SOLE DISPOSITIVE POWER

Common 2,878,151

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2(d) or (e)

☐
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6. CITIZENSHIP OR PLACE OF ORGANIZATION

Delaware
=====

NUMBERS OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH

7. SOLE VOTING POWER

Class A 13,782,500
=====

8. SHARED VOTING POWER
=====

9. SOLE DISPOSITIVE POWER

Class A 13,782,500
=====

10. SHARED DISPOSITIVE POWER
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Class A 13,782,500
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14. TYPE OF REPORTING PERSON*

CO

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This Amendment No. 3 amends the Schedule 13D filed on June 1, 1998, as amended by Amendment No. 1 on August 14, 1998 and Amendment No. 2 on April 9, 1999, by Comcast Corporation (the Schedule 13D, as so amended, is hereby referred to herein as the "Schedule 13D"), a Pennsylvania corporation ("Comcast"), with respect to the Class A Common Stock, par value \$.01 per share ("Class A Common Stock"), and Common Stock, par value \$.01 per share ("Common Stock"), of Jones Intercable, Inc., a Colorado corporation (the "Company"), whose principal executive office is located at P.O. Box 3309, Englewood, Colorado 80155-3309.

Capitalized terms used but not otherwise defined herein shall have the same meanings as in the Schedule 13D.

The undersigned hereby amend and supplement Items 3,4,5,6, and 7 of the Schedule 13D by adding the following information (capitalized terms used herein without definition shall have the same meaning as set forth in the Schedule 13D).

Item 3. Source and Amount of Funds

Item 3 is hereby amended by the addition of the following:

Pursuant to the Share Purchase Agreement described in Item 4 below, Comcast paid Glenn R. Jones \$131,350 in cash and Jones International Ltd. \$49,868,650 in cash to purchase an aggregate of 1,000,000 shares of Class A Common Stock. Comcast financed these payments through the use of working capital.

Item 4. Purpose of Transaction

Item 4 is hereby amended by the addition of the following:

On June 29, 1999, Comcast agreed to purchase (the "Purchase") 2,627 shares of Class A Common Stock from Glenn R. Jones, and 997,373 shares of Class A Common Stock from Jones International, Ltd. for aggregate purchase prices of \$131,350 and \$49,868,650, respectively. This transaction is expected to close on July 2, 1999. Immediately upon receipt of the shares of Class A Common Stock, Comcast intends to contribute them to Comcast Cable Communications, Inc. ("Comcast Cable").

The foregoing description is qualified by reference to the Share Purchase Agreement dated as of June 29, 1999 among Comcast, Glenn R. Jones and Jones International Ltd. (the "Share Purchase Agreement"), which is attached hereto as Exhibit 7 and is incorporated herein by reference.

Item 5. Interest in Securities of Issuer

Item 5 is hereby amended to read in its entirety as follows.

(a) Comcast has been advised by the Company that, as of June 30, 1999, the Company had 36,935,970 shares of Class A Common Stock and 5,113,021 shares of Common Stock issued and outstanding. For purposes of Rule 13d-3 promulgated by the SEC under the Securities Exchange Act of 1934, as amended, Comcast and Cable Communications are the beneficial owners of 13,782,500 shares of Class A Common Stock and 2,878,151 shares of Common Stock (the "Shares") (which represents approximately 37.3% and 56.3% of each class, respectively).

(b) Comcast and Cable Communications have sole voting and dispositive power over the Shares.

(c) Other than the purchase of the shares of Class A Common Stock on June 29, 1999, as described in Item 4 hereof, no transactions in Class A Common Stock or Common Stock have been effected during the last sixty (60) days by Comcast, Cable Communications or, to the best of Comcast's and Cable Communications' knowledge, any director or executive officer of Comcast or Cable Communications.

(d) Comcast and Cable Communications have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Shares.

(e) Not applicable.

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

Item 6 is hereby amended by the addition of the following:

To effect the Purchase, on June 29, 1999 the Company, Glenn R. Jones and Jones International Ltd. executed the Share Purchase Agreement. The Share Purchase Agreement is attached hereto as Exhibit 7 and is incorporated herein by reference.

Item 7. Materials to be filed as Exhibits

Item 7 is hereby amended to add the following:

Exhibit 7 Share Purchase Agreement dated as of June 29, 1999 among Comcast, Glenn R. Jones and Jones International Ltd.

SIGNATURE

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

July 1, 1999

COMCAST CORPORATION

By: /s/ Joseph J. Euteneuer

Joseph J. Euteneuer
Vice President and
Corporate Controller

COMCAST CABLE COMMUNICATIONS, INC.

By: /s/ Joseph J. Euteneuer

Joseph J. Euteneuer
Vice President
(Authorized Officer)

SHARE PURCHASE AGREEMENT

This Share Purchase Agreement (the "Agreement") is entered into as of the 29th day of June, 1999, among Comcast Corporation, a Pennsylvania Corporation ("Buyer"), Glenn R. Jones ("Jones") and Jones International Ltd., a Colorado corporation ("Jones International" and, together with Jones, "Sellers").

BACKGROUND

Buyer desires to purchase (i) 2,627 shares of Class A Common Stock, par value \$.01 per share (the "Class A Stock"), of Jones Intercable, Inc., a Colorado corporation (the "Company"), from Jones (the "Jones Shares") and (ii) 997,373 shares of Class A Stock from Jones International (the "Jones International Shares" and, together with the Jones Shares, the "Shares"), and each Seller desires to sell its Shares to Buyer, upon the terms set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

1. Purchase and Sale of the Shares. Upon the basis of the representations, warranties, acknowledgments, agreements and covenants herein contained, on July 2, 1999 (the "Closing Date") (a) Buyer will purchase the Jones Shares from Jones, and Jones will sell the Jones Shares to Buyer, for an aggregate purchase price of \$131,350 (the "Jones Purchase Price") and (ii) Buyer will purchase the Jones International Shares from Jones International, and Jones International will sell the Jones International Shares to Buyer, for an aggregate purchase price of \$49,868,650 (the "Jones International Purchase Price"). The foregoing transactions are referred to herein as the "Closing".

2. Closing. On the Closing Date, (i) Jones will deliver to Buyer certificates for the Jones Shares and Jones International will deliver to Buyer certificates for the Jones International Shares (together, the "Certificates") duly endorsed or accompanied by stock powers duly endorsed in blank, with any required transfer stamps affixed thereto and (i) Buyer will deliver to Jones the Jones Purchase price and to Jones International the Jones International Purchase Price, in each case in cash by wire transfer of immediately available funds.

2. Representations and Warranties. As of the date hereof and as of the Closing Date, each Seller hereby represents and warrants to Buyer as follows:

(a) Such Seller has full power, capacity, authority and right to execute and deliver this Agreement and to perform its obligations hereunder.

(b) This Agreement has been duly authorized by all necessary action and constitutes the valid and binding agreement of such Seller enforceable against such Seller in accordance with its terms.

(c) With respect to Jones, (i) Jones is the record and beneficial owner of the Jones Shares free and clear of any liens, security interests, encumbrances, claims, liabilities, restrictions and third party rights ("Liens") and (ii) at Closing, Jones will transfer and deliver to Buyer, good and valid title to the Jones Shares free and clear of any Lien. With respect to Jones International, (i) Jones International is the record and beneficial owner of the Jones International Shares free and clear of any Liens and (ii) at the Closing, Jones International will transfer and deliver to Buyer good and valid title to the Jones International Shares free and clear of any Lien.

(d) No approval, authorization, consent or filing is required in connection with the execution, delivery and performance of this Agreement by such Seller, except as may be required under the Securities Exchange Act of 1934, as amended.

(e) The execution, delivery and performance of this Agreement by such Seller does not contravene or conflict with any agreement, contract or other instrument, or any law, rule, regulation, order or decree, binding upon or applicable to such Seller.

3. Acknowledgment and Release. Each Seller acknowledges that Buyer has made available to such Seller all information requested by such Seller relating to the Company and the value of its Shares. Each Seller hereby releases Buyer and its affiliates from any claims relating to the Purchase Price being paid for its Shares, including any claim that Buyer may be in possession of material information that has not been disclosed to such Seller. The parties acknowledge and agree that, except as expressly set forth herein, no party makes any warranty or representation, express or implied or arising by operation of law in

connection with the transactions provided for herein.

4. Indemnity. The Seller's hereby jointly and severally agree to indemnify, defend and hold harmless Buyer and its affiliates against any and all losses, expenses, damages, injuries, judgments, claims, liabilities and costs (including without limitation reasonable attorneys' fees and costs and the

reasonable costs of enforcing this indemnity) arising from or relating to any inaccuracy in any representation or warranty of either Seller or any breach by either Seller of any covenant, acknowledgement, undertaking or agreement set forth herein.

5. Miscellaneous. (a) Each Seller agrees to provide reasonable cooperation to Buyer in executing and delivering all further documents necessary to effect the purchase and sale of its Shares.

(b) Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed by both parties hereto.

(c) This agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, administrators, successors, assigns and legal representatives.

(d) This Agreement shall be construed in accordance with and governed by the laws of the State of New York, without regard to the conflicts of law rules of such state.

(e) This Agreement may be executed in counterparts each of which shall be an original with the same effects as if the signatures thereto and hereto were upon the same instrument. No provision of this Agreement is intended to confer upon any Person other than the parties hereto any rights or remedies hereunder.

(f) This Agreement constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, written or oral, relating to the subject matter hereof.

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement as of the date first set forth above.

COMCAST CORPORATION

By: /s/ William E. Dordelman

Name: William E. Dordelman
Title: Vice President - Finance

/s/ Glenn R. Jones

Glenn R. Jones

JONES INTERNATIONAL LTD.

By: /s/ Glenn R. Jones

Name: Glenn R. Jones
Title: Chief Executive Officer