

**MERRILL LYNCH, PIERCE, FENNER &
SMITH INCORPORATED
BANK OF AMERICA, N.A.**
One Bryant Park
New York, New York 10036

Confidential

August 6, 2018

Fee Letter

Comcast Corporation
One Comcast Center
Philadelphia, PA 19103
Attention: William E. Dordelman

Ladies and Gentlemen:

Reference is made to the Commitment Letter, dated as of August 3, 2018 (including the exhibits thereto, the "Commitment Letter"), among the Commitment Parties and you, regarding the Term Facility described therein. Capitalized terms used but not defined herein are used with the meanings assigned to them in the Commitment Letter. This letter agreement is the Fee Letter referred to in the Commitment Letter.

As consideration for the commitments and agreements of MLPFS under the Commitment Letter, you agree to pay or cause to be paid the following fees:

1. Structuring Fee: to MLPFS, a structuring fee of 0.06% of the aggregate Term Commitments (the "Structuring Fee"), payable to MLPFS, which Structuring Fee shall be earned and due and payable on the Term Effective Date or to the extent additional commitments are added following the Term Effective Date, upon the date of effectiveness of such additional Term Commitments.
2. Term Facility Fees:

(a) an upfront fee (the "Upfront Fee"), payable to the Administrative Agent (A) for distribution on a ratable basis among each of the Lenders (including each Initial Lender), (i) in respect of the Lenders who are lenders under the Existing Credit Agreement on the Term Effective Date (collectively, "Existing Lenders"), in an amount equal to 0.05% of such Lenders' Term Commitments on the Term Effective Date, (ii) in respect of the Lenders who are not lenders under the Existing Credit Agreement on the Term Effective Date but who have provided to MLPFS in writing a form of commitment advice or other similar documentation, in either case, evidencing a willingness to commit \$500,000,000 or more, (collectively, "First Tier Lenders") in

an amount equal to 0.05% of such Lenders' Term Commitments on the Term Effective Date, (iii) in respect of the Lenders who are not lenders under the Existing Credit Agreement on the Term Effective Date but who have provided to MLPFS in writing a form of commitment advice or other similar documentation, in either case, evidencing a willingness to commit \$250,000,000 or more, but less than \$500,000,000, (collectively, "Second Tier Lenders") in an amount equal to 0.04% of such Lenders' Term Commitments on the Term Effective Date, and (iv) in respect of the Lenders who are not lenders under the Existing Credit Agreement on the Term Effective Date but who have provided to MLPFS in writing a form of commitment advice or other similar documentation, in either case, evidencing a willingness to commit less than \$250,000,000, (collectively, "Third Tier Lenders") in an amount equal to 0.03% of such Lenders' Term Commitments on the Term Effective Date and (B) for distribution on a ratable basis among each of the Lenders on the earlier of (i) the Initial Term Loan Closing Date (or to the extent of Term Loans funded after the Initial Term Loan Closing Date, on such later date of funding) and (ii) the date of effectiveness of any additional Term Commitments within the six month period following the Term Effective Date (including each Initial Lender, as applicable), (i) in respect of the Existing Lenders, in an amount equal to 0.05% of the Term Loans funded, (ii) in respect of the First Tier Lenders, in an amount equal to 0.05% of the Term Loans funded, (iii) in respect of the Second Tier Lenders, in an amount equal to 0.04% of the Term Loans funded and (iv) in respect of the Third Tier Lenders, in an amount equal to 0.03% of the Term Loans funded, in each case payable on, and subject to the occurrence of, the Initial Term Loan Closing Date (or to the extent funded after the Initial Term Loan Closing Date payable on, and subject to the occurrence of, such later date of funding);

provided that in the event the Debt Rating of the Borrower (determined in accordance with Annex I-A to the Commitment Letter) shall be equal to or less than BBB+ / Baa1 on the date any Upfront Fee is due, the Upfront Fee shall instead be due and payable at a rate of (i) 0.0625% with respect to the Existing Lenders, (ii) 0.0625% with respect to the First Tier Lenders, (iii) 0.05% with respect to the Second Tier Lenders, and (iv) 0.0375% with respect to Third Tier Lenders; and

(b) an annual administrative fee for the account of the Administrative Agent in an amount equal to \$50,000 per annum (the "Term Loan Administrative Agent Fee"), which fee shall be payable in equal quarterly installments, the first quarterly installment of which shall be payable on the Initial Term Loan Closing Date and each subsequent quarterly installment of which shall be payable quarterly in advance on each quarterly anniversary of the Initial Term Loan Closing Date so long as any loans or commitments in respect of the Term Loan Facility are outstanding (provided that you shall receive a credit for the amount of the Term Loan Administrative Agent Fee paid for any partial period towards a new term loan facility led by the Administrative Agent).

Notwithstanding the foregoing, if after the date hereof and while the Term Facility (as applicable) remains committed or outstanding, the Borrower's Debt Rating shall be downgraded to equal to or less than BBB+/Baa1 (determined in accordance with Annex I-A to the Commitment Letter) within 30 days after any Upfront Fee payment date (an "Alternative Ratings Outcome"), then the Borrower shall pay to the applicable persons additional Upfront Fees in an amount equal to the difference between the fees that were paid on the applicable payment date and the fees provided for herein that would have been payable as set forth above if such Alternative Ratings Outcome had occurred on or prior to the applicable payment date(s) within such 30 day period, which additional fees shall be deemed earned and due on such applicable payment date and payable within five (5) Business Days of the date such Alternative Ratings Outcome occurs.

You agree that, once paid, the fees or any part thereof payable hereunder and under the Commitment Letter shall not be refundable under any circumstances (other than as expressly provided in

clause 2(b) above), regardless of whether the transactions or borrowings contemplated by the Commitment Letter are consummated. All fees payable hereunder and under the Commitment Letter shall be paid in immediately available funds in US dollars (calculated, as applicable, using the exchange rate on the date of payment reasonably selected by the Borrower) and shall be in addition to reimbursement of our out-of-pocket expenses. You agree that we may, in our sole discretion, share all or a portion of any of the fees payable pursuant to this Fee Letter with any of the other Lenders. Your obligation to pay the foregoing fees will not be subject to counterclaim or setoff. In addition, all such payments of fees shall be made without deduction for any taxes, levies, imposts, duties, deductions, charges or withholdings imposed by any national, state or local taxing authority, or will be grossed up by you for such amounts. MLPFS reserves the right to allocate, in whole or in part, to its affiliates certain fees payable hereunder in such manner as MLPFS and its affiliate shall agree in their sole discretion.

For the avoidance of doubt, any fee earned, due or payable on, and subject to the occurrence of, the Term Effective Date in accordance herewith shall only be so earned, due and payable to the extent the Term Effective Date shall have occurred.

It is understood and agreed that this Fee Letter shall not constitute or give rise to any obligation to provide any financing; such an obligation will arise only to the extent provided in the Commitment Letter if accepted in accordance with its terms. This Fee Letter may not be amended or waived except by an instrument in writing signed by each of us and you. This Fee Letter shall be governed by, and construed in accordance with, the laws of the State of New York. This Fee Letter may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed signature page of this Fee Letter by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

You agree that this Fee Letter and its contents are subject to the confidentiality provisions of the Commitment Letter.

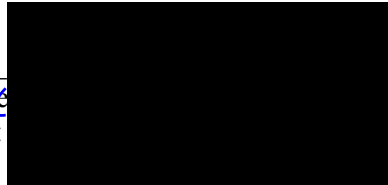
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Please confirm that the foregoing is our mutual understanding by signing and returning to us an executed counterpart of this Fee Letter.

Very truly yours,

MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED

By: _____
Name:
Title:



BANK OF AMERICA, N.A.

By: _____
Name:
Title:

Please confirm that the foregoing is our mutual understanding by signing and returning to us an executed counterpart of this Fee Letter.

Very truly yours,

MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED

By: _____

Name:

Title:

BANK OF AMERICA, N.A.

By:

Name: Brandon Bolio

Title: Director

Accepted and agreed to as of
the date first written above by:

COMCAST CORPORATION

By: 
Name: William E. Dordelman
Title: SVP & Treasurer