WELLS FARGO SECURITIES, LLC

550 S Tryon St. Charlotte, NC 28282

Confidential

August 7, 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 6, 2018 (including the exhibits thereto, the "<u>Commitment Letter</u>"), 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.

As consideration for the structuring advice and other activities as a Lead Arranger under the Commitment Letter, you agree to pay or cause to be paid the following fee:

1. <u>Structuring Fee</u>: to WFS, a structuring fee of 0.02% of the aggregate Term Commitments (the "<u>Structuring Fee</u>"), payable to WFS, 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.

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, 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. WFS reserves the right to allocate, in

whole or in part, to its affiliates certain fees payable hereunder in such manner as WFS 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.

[Remainder of page intentionally left blank]

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,

WELLS FARGO SECURITIES, LLC

By:

Name: Russell Jeter Title: Vice President Accepted and agreed to as of the date first written above by:

COMCAST CORPORATION

By:___ Name:

Title:

William E. Dordelman

SVP & Treasurer