

AMENDMENT NO. 2 TO TERM LOAN CREDIT AGREEMENT

THIS AMENDMENT NO. 2 TO TERM LOAN CREDIT AGREEMENT dated as of September 27, 2018 (this "Amendment") is entered into among Comcast Corporation, a Pennsylvania corporation ("Borrower"), the Lenders party hereto, and Bank of America, N.A., as Administrative Agent. All capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Sky Term Loan Credit Agreement (as defined below).

RECITALS

WHEREAS, Borrower, the Lenders, the Administrative Agent, and the other persons party thereto entered into that certain Term Loan Credit Agreement dated as of April 25, 2018 (as amended by that certain Amendment No. 1 to Term Loan Credit Agreement dated as of September 23, 2018 and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the Amendment No. 2 Effective Date, the "Existing Sky Term Loan Credit Agreement"; the Existing Sky Term Loan Credit Agreement, as amended pursuant to this Amendment, the "Sky Term Loan Credit Agreement"; and

WHEREAS, Borrower has requested that the Lenders and Administrative Agent amend the Existing Sky Term Loan Credit Agreement as set forth below;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendment. Each of the parties hereto agrees that, effective on the Amendment No. 2 Effective Date (as defined below), the Existing Sky Term Loan Credit Agreement (including the exhibits and schedules thereto) shall be amended as follows:

(a) In Section 1.01, by amending and restating clause (a) of the definition of "Eurodollar Rate" as follows: "for any Interest Period with respect to a Eurodollar Rate Loan, the rate per annum equal to the London Interbank Offered Rate ("LIBOR") or successor rate, which rate is approved by the Administrative Agent, as published on the applicable Bloomberg screen page (or such other comparable commercially available source providing such quotations as may be designated by the Administrative Agent from time to time in its reasonable discretion) at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period, for Sterling or Dollar deposits, as applicable (for delivery on the first day of such Interest Period) with a term equivalent to such Interest Period; and"

(b) In Section 3.03(a), by amending and restating clause (a) as follows: "If, in connection with any Request for Extension of Credit involving any Eurodollar Rate Loan, (a) Administrative Agent determines that (i) deposits in Sterling or Dollars are not being offered to banks in the applicable offshore market for such currency for the applicable amount and Interest Period of the requested Eurodollar Rate Loan or (ii) adequate and reasonable means do not exist for determining the underlying interest rate for such Eurodollar Rate Loan, or (b) Required Lenders determine that such underlying interest rate does not adequately and fairly reflect the cost to Lenders of funding such Eurodollar Rate Loan, Administrative Agent will promptly notify Borrower and all Lenders. Thereafter, the obligation of Lenders to make or

maintain such Eurodollar Rate Loan shall be suspended until Administrative Agent revokes such notice. Upon receipt of such notice, Borrower may revoke any pending request for a Borrowing of Eurodollar Rate Loans or, failing that, be deemed to have converted such request into either a request for a Borrowing of (x) Loans that bears interest based upon a rate for short term borrowings of Sterling determined in a customary manner in good faith by the Administrative Agent and reasonably acceptable to Borrower or (y) Base Rate Loans, in each case, in the amount specified therein, as applicable.”

(c) In Section 3.03, by amending and restating the penultimate paragraph as follows: “If no LIBOR Successor Rate has been determined and the circumstances under clause (i) above exist or the Scheduled Unavailability Date has occurred (as applicable), the Administrative Agent will promptly so notify the Borrower and each Lender. Thereafter, (x) the obligation of the Lenders to make or maintain Eurodollar Rate Loans shall be suspended, (to the extent of the affected Eurodollar Rate Loans or Interest Periods), and (y) the Eurodollar Rate component shall no longer be utilized in determining the Base Rate. Upon receipt of such notice, the Borrower may revoke any pending request for a Borrowing of, conversion to or continuation of Eurodollar Rate Loans (to the extent of the affected Eurodollar Rate Loans or Interest Periods) or, failing that, will be deemed to have converted such request into a request for a Committed Borrowing of either (A) Loans that bears interest based upon a rate for short term borrowings of Sterling determined in a customary manner in good faith by the Administrative Agent and reasonably acceptable to Borrower or (B) Base Rate Loans (subject to the foregoing clause (y)), in each case, in the amount specified therein.”

2. Conditions Precedent. This Amendment shall be effective upon satisfaction of the following conditions precedent (the date such conditions precedent are satisfied, the “Amendment No. 2 Effective Date”):

(a) Receipt by Administrative Agent of each of the following, each of which shall be originals, facsimiles or pdf copies unless otherwise specified:

- (i) Executed counterparts of this Amendment, executed and delivered by Borrower, Administrative Agent and the Required Lenders and acknowledged by each Guarantor (provided that the requirements of this clause (i) may be satisfied by customary written evidence reasonably satisfactory to Administrative Agent (which may include electronic transmission of a signed signature page) that such party has signed a counterpart to this Amendment).

Without limiting the generality of the provisions of Section 10.01 of the Sky Term Loan Credit Agreement, for purposes of determining compliance with the conditions specified in this Section 2, each Lender that has signed or otherwise become a Lender under this Amendment shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless Administrative Agent shall have received notice from such Lender prior to the proposed Amendment No. 2 Effective Date specifying its objection thereto. Administrative Agent (or its counsel) shall promptly notify the Lenders and Borrower in writing of the occurrence of the Amendment No. 2 Effective Date, which shall be conclusive evidence of the occurrence thereof (it being understood that any failure to so notify shall not preclude the occurrence of the Amendment No. 2 Effective Date if all conditions to the occurrence thereof have been met). Notwithstanding anything to the contrary in this Amendment, this Section 2 and the conditions set out in this Section 2 shall cease to apply and be of no further effect on and from the Amendment No. 2 Effective Date.

3. Miscellaneous.

(a) The Existing Sky Term Loan Credit Agreement (as amended hereby), and the obligations of the Loan Parties thereunder and under the other Loan Documents, are hereby ratified and confirmed and shall remain in full force and effect according to their terms. Except as expressly set forth herein, this Amendment shall not be deemed to be an amendment or modification of any other provisions of the Existing Sky Term Loan Credit Agreement or any other Loan Document or any right, power or remedy of the Lenders, nor constitute a waiver of any provision of the Existing Sky Term Loan Credit Agreement, any other Loan Document, or any other document, instrument and/or agreement executed or delivered in connection therewith or of any Default or Event of Default under any of the foregoing, in each case, whether arising before or after the date hereof or as a result of performance hereunder or thereunder.

(b) Each Guarantor (a) acknowledges and consents to all of the terms and conditions of this Amendment, (b) affirms all of its obligations under the Loan Documents and (c) agrees that this Amendment and all documents executed in connection herewith do not operate to reduce or discharge its obligations under the Sky Term Loan Credit Agreement or the Loan Documents.

(c) Each Loan Party hereby represents and warrants as follows:

(i) Each Loan Party has taken all necessary corporate or limited liability company action to authorize the execution, delivery and performance of this Amendment.

(ii) This Amendment has been duly executed and delivered by each of the Loan Parties and constitutes each of the Loan Parties' legal, valid and binding obligations, enforceable in accordance with its terms, except as such enforceability may be limited by Debtor Relief Laws and general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(iii) No consent, approval, authorization or order of, or filing, registration or qualification with, any Governmental Authority is required in connection with the execution, delivery or performance by any Loan Party of this Amendment other than those that have already been obtained and are in full force and effect or the failure of which to have obtained would not reasonably be expected to have a Material Adverse Effect.

(d) This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Delivery of an executed counterpart of this Amendment by telecopy shall be effective as an original and shall constitute a representation that an executed original shall be delivered.

(e) THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN

ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(f) This Amendment shall constitute a “Loan Document” for all purposes of the Sky Term Loan Credit Agreement and the other Loan Documents.

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Each of the parties hereto has caused a counterpart of this Amendment to be duly executed and delivered as of the date first above written.

COMCAST CORPORATION

By: 

Name: William E. Dordelman

Title: Senior Vice President and Treasurer

BANK OF AMERICA, N.A.,
as a Lender and as an Administrative Agent

By: _____

Name: Brandon Bolio
Title: Director

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as a Lender

By: _____

Name: Nicholas Grocholski

Title: Director

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as a Lender

By: 

Name: William O'Daly

Title: Authorized Signatory

By: 

Name: Brady Bingham

Title: Authorized Signatory

MIZUHO BANK, LTD., as a Lender

By:

Name: Donna DeMagistris

Title: Authorized Signatory

MUFG BANK, LTD., as a Lender

By: 

Name: Matthew Hillman

Title: Vice President

SUMITOMO MITSUI BANKING CORPORATION, as
a Lender

By:

Name: Akira Fujiwara

Title: Managing Director

BNP PARIBAS, as a Lender

By: 

Name:

Ade Adedeji

Title:

Vice President

By: 

Name:

Nicole Rodriguez

Title:

Director

ROYAL BANK OF CANADA, as a Lender

By: _____

Name: Allan Kortan

Title: Authorized Signatory

THE TORONTO-DOMINION BANK,
NEW YORK BRANCH, as a Lender

By: 

Name: Annie Dorval

Title: Authorized Signatory

COMMERZBANK AG, NEW YORK BRANCH, as a
Lender

By: 

Name: Paolo de Alessandrini
Title: Managing Director

By: 

Name: Jenny Shum
Title: Vice President

DNB CAPITAL LLC, as a Lender

By: 

Name: **Philip F. Kurpiewski**

Title: **Senior Vice President**

By: 

Name: **Devan Patel**

Title: **Vice President**

PNC BANK, NATIONAL ASSOCIATION, as a Lender

By:

Name: John M Di Napoli

Title: Senior Vice President

SOCIETE GENERALE  Lender

By: 

Name: Michael FINKELMAN
Title: Managing Director

U.S. BANK NATIONAL ASSOCIATION, as a Lender

By:

Name: Magnus McDowell

Title: Senior Vice President

ACKNOWLEDGED AND CONSENTED TO:

COMCAST CABLE COMMUNICATIONS, LLC

By: _____

Name: William E. Dordelman

Title: Senior Vice President and Treasurer

NBCUNIVERSAL MEDIA, LLC

By: _____

Name: William E. Dordelman

Title: Senior Vice President and Treasurer