

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

FORM 10-Q

(Mark One)

(X) Quarterly Report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 for the Quarterly Period Ended:
JUNE 30, 1999
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 0-6983

COMCAST CORPORATION
[GRAPHIC OMITTED - LOGO]

(Exact name of registrant as specified in its charter)

PENNSYLVANIA

23-1709202

(State or other jurisdiction of
incorporation or organization)

(I.R.S. Employer
Identification No.)

1500 Market Street, Philadelphia, PA 19102-2148

(Address of principal executive offices)
(Zip Code)

Registrant's telephone number, including area code: (215) 665-1700

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 requirements for the past 90 days.

Yes X

No

As of June 30, 1999, there were 708,502,767 shares of Class A Special Common Stock, 31,494,976 shares of Class A Common Stock and 9,444,375 shares of Class B Common Stock outstanding.

COMCAST CORPORATION AND SUBSIDIARIES
FORM 10-Q
QUARTER ENDED JUNE 30, 1999

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This Quarterly Report on Form 10-Q is for the three months ended June 30, 1999. This Quarterly Report modifies and supersedes documents filed prior to this Quarterly Report. The 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 Quarterly Report. In addition, information we file with the SEC in the future will automatically update and supersede information contained in this Quarterly Report. In this Quarterly Report, "Comcast," "we," "us" and "our" refer to Comcast Corporation and its subsidiaries.

You should carefully review the information contained 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 those so-called "forward-looking statements" by words such as "may," "will," "should," "expects," "plans," "anticipates," "believes," "estimates," "predicts," "potential," or "continue" or the negative of those words and other comparable words. You should be aware that those statements are only our predictions. Actual events or results may differ materially. In evaluating those statements, you should specifically consider various factors, including the risks outlined below. Those factors may cause our actual results to differ materially from any of our forward-looking statements.

Factors Affecting Future Operations

The cable communications industry and the provision of programming content may be affected by, among other things:

- o changes in laws and regulations,
- o changes in the competitive environment,
- o changes in technology,
- o franchise related matters,
- o market conditions that may adversely affect the availability of debt and equity financing for working capital, capital expenditures or other purposes,
- o demand for the programming content we distribute or the willingness of other video program providers to carry our content,
- o general economic conditions.

COMCAST CORPORATION AND SUBSIDIARIES
FORM 10-Q
QUARTER ENDED JUNE 30, 1999

PART I. FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

CONDENSED CONSOLIDATED BALANCE SHEET
(Unaudited)

(Dollars in millions, except share data)

	June 30, 1999	December 31 1998
	-----	-----
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents.....	\$2,193.7	\$870.7
Investments.....	5,735.7	3,653.4
Accounts receivable, less allowance for doubtful accounts of \$128.6 and \$120.7.....	548.3	549.3
Inventories, net.....	383.9	343.8
Other current assets.....	110.8	100.2
	-----	-----
Total current assets.....	8,972.4	5,517.4
	-----	-----
INVESTMENTS.....	1,364.2	602.4
	-----	-----
PROPERTY AND EQUIPMENT.....	4,669.0	3,886.7
Accumulated depreciation.....	(1,519.7)	(1,362.3)
	-----	-----
Property and equipment, net.....	3,149.3	2,524.4
	-----	-----
DEFERRED CHARGES.....	10,757.7	8,214.5
Accumulated amortization.....	(2,358.6)	(2,148.2)
	-----	-----
Deferred charges, net.....	8,399.1	6,066.3
	-----	-----
	\$21,885.0	\$14,710.5
	=====	=====
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES		
Accounts payable and accrued expenses.....	\$1,851.6	\$1,600.3
Accrued interest.....	96.6	73.5
Net liabilities of discontinued operations.....	173.3	165.2
Deferred income taxes.....	1,725.6	1,033.2
Current portion of long-term debt.....	838.4	113.5
	-----	-----
Total current liabilities.....	4,685.5	2,985.7
	-----	-----
LONG-TERM DEBT, less current portion.....	7,004.1	5,464.2
	-----	-----
DEFERRED INCOME TAXES.....	2,518.4	1,500.1
	-----	-----
MINORITY INTEREST AND OTHER.....	884.4	834.0
	-----	-----
COMMITMENTS AND CONTINGENCIES		
COMMON EQUITY PUT OPTIONS.....	50.5	111.2
	-----	-----
STOCKHOLDERS' EQUITY		
Preferred stock - authorized, 20,000,000 shares; 5% series A convertible, no par value, issued, 6,370 at redemption value.....	31.9	31.9
5.25% series B mandatorily redeemable convertible, \$1,000 par value, issued, 554,976 and 540,690 at redemption value.....	555.0	540.7
Class A special common stock, \$1 par value -authorized, 2,500,000,000 shares; issued, 708,502,767 and 698,395,170.....	708.5	698.4
Class A common stock, \$1 par value - authorized, 200,000,000 shares; issued, 31,494,976 and 31,690,063	31.5	31.7
Class B common stock, \$1 par value - authorized, 50,000,000 shares; issued, 9,444,375	9.4	9.4
Additional capital.....	3,280.7	2,941.7
Accumulated deficit.....	(592.8)	(1,488.2)
Accumulated other comprehensive income.....	2,717.9	1,049.7
	-----	-----
Total stockholders' equity.....	6,742.1	3,815.3
	-----	-----
	\$21,885.0	\$14,710.5
	=====	=====

See notes to condensed consolidated financial statements.

COMCAST CORPORATION AND SUBSIDIARIES
FORM 10-Q
QUARTER ENDED JUNE 30, 1999
CONDENSED CONSOLIDATED STATEMENT OF OPERATIONS AND ACCUMULATED DEFICIT
(Unaudited)

	(Amounts in millions, except per share data)			
	Six Months Ended		Three Months Ended	
	June 30,		June 30,	
	1999	1998	1999	1998
REVENUES				
Service income.....	\$1,570.5	\$1,385.5	\$846.1	\$675.7
Net sales from electronic retailing.....	1,282.1	1,074.6	632.5	530.0
	2,852.6	2,460.1	1,478.6	1,205.7
COSTS AND EXPENSES				
Operating.....	789.5	741.0	415.9	353.8
Cost of goods sold from electronic retailing.....	769.3	652.4	378.8	320.0
Selling, general and administrative.....	411.3	364.7	226.6	178.6
Depreciation.....	254.0	227.7	137.3	110.6
Amortization.....	292.1	240.8	170.2	118.7
	2,516.2	2,226.6	1,328.8	1,081.7
OPERATING INCOME.....	336.4	233.5	149.8	124.0
OTHER (INCOME) EXPENSE				
Interest expense.....	254.7	237.2	143.5	116.8
Investment (income) expense.....	(128.0)	1.9	(0.2)	0.3
Equity in net losses of affiliates.....	1.6	236.8	2.7	107.3
Gain from equity offering of affiliate.....		(59.6)		
Other.....	(1,430.9)	(4.1)	(1,430.7)	(1.4)
	(1,302.6)	412.2	(1,284.7)	223.0
INCOME (LOSS) FROM CONTINUING OPERATIONS BEFORE INCOME TAX EXPENSE, MINORITY INTEREST AND EXTRAORDINARY ITEMS.....	1,639.0	(178.7)	1,434.5	(99.0)
INCOME TAX EXPENSE.....	723.7	9.3	636.3	3.0
INCOME (LOSS) FROM CONTINUING OPERATIONS BEFORE MINORITY INTEREST AND EXTRAORDINARY ITEMS.....	915.3	(188.0)	798.2	(102.0)
MINORITY INTEREST.....	(12.8)	(39.2)	(28.1)	(22.0)
INCOME (LOSS) FROM CONTINUING OPERATIONS BEFORE EXTRAORDINARY ITEMS.....	928.1	(148.8)	826.3	(80.0)
LOSS FROM DISCONTINUED OPERATIONS, net of income tax benefit of \$11.9, \$9.1, \$0.0 and \$3.3.....	20.1	14.9		4.8
INCOME (LOSS) BEFORE EXTRAORDINARY ITEMS.....	908.0	(163.7)	826.3	(84.8)
EXTRAORDINARY ITEMS.....	(3.0)		(2.3)	
NET INCOME (LOSS).....	905.0	(163.7)	824.0	(84.8)
PREFERRED DIVIDENDS.....	(15.1)	(14.3)	(7.6)	(7.2)
NET INCOME (LOSS) FOR COMMON STOCKHOLDERS.....	\$889.9	(\$178.0)	\$816.4	(\$92.0)
ACCUMULATED DEFICIT				
Beginning of period.....	(\$1,488.2)	(\$2,415.9)	(\$1,416.8)	(\$2,503.3)
Net income (loss).....	905.0	(163.7)	824.0	(84.8)
Common dividends - \$.024 and \$.012 per share in 1998.....		(17.1)		(8.6)
Retirement of common stock.....	(9.6)			
End of period.....	(\$592.8)	(\$2,596.7)	(\$592.8)	(\$2,596.7)
BASIC EARNINGS (LOSS) FOR COMMON STOCKHOLDERS PER COMMON SHARE				
Income (loss) from continuing operations before extraordinary items....	\$1.23	(\$.22)	\$1.10	(\$.12)
Loss from discontinued operations.....	(.03)	(.02)		(.01)
Extraordinary items.....				
Net income (loss).....	\$1.20	(\$.24)	\$1.10	(\$.13)
BASIC WEIGHTED AVERAGE NUMBER OF COMMON SHARES OUTSTANDING	742.9	727.0	744.4	738.0
DILUTED EARNINGS (LOSS) FOR COMMON STOCKHOLDERS PER COMMON SHARE				
Income (loss) from continuing operations before extraordinary items....	\$1.13	(\$.22)	\$1.01	(\$.12)
Loss from discontinued operations.....	(.02)	(.02)		(.01)
Extraordinary items.....				
Net income (loss).....	\$1.11	(\$.24)	\$1.01	(\$.13)
DILUTED WEIGHTED AVERAGE NUMBER OF COMMON SHARES OUTSTANDING	815.1	727.0	815.3	738.0

See notes to condensed consolidated financial statements.

COMCAST CORPORATION AND SUBSIDIARIES
FORM 10-Q
QUARTER ENDED JUNE 30, 1999
CONDENSED CONSOLIDATED STATEMENT OF CASH FLOWS
(Unaudited)

(Dollars in millions)
Six Months Ended June 30,
1999 1998
----- -----

OPERATING ACTIVITIES

Net income (loss).....	\$905.0	(\$163.7)
Adjustments to reconcile net income (loss) to net cash provided by operating activities from continuing operations:		
Depreciation.....	254.0	227.7
Amortization.....	292.1	240.8
Non-cash interest expense, net.....	(2.6)	21.5
Equity in net losses of affiliates.....	1.6	236.8
Gain from equity offering of affiliate.....		(59.6)
Non-cash investment (income) expense, net.....	(54.8)	32.5
Minority interest.....	(12.8)	(39.2)
Loss from discontinued operations.....	20.1	14.9
Extraordinary items.....	3.0	
Deferred income taxes and other.....	388.0	(74.0)
	-----	-----
Changes in working capital.....	1,793.6	437.7
	177.7	1.7
	-----	-----
Net cash provided by operating activities from continuing operations	1,971.3	439.4
	-----	-----

FINANCING ACTIVITIES

Proceeds from borrowings.....	912.6	994.4
Retirement and repayment of debt.....	(152.8)	(805.7)
Issuances of common stock, net.....	0.2	13.9
Dividends.....	(9.4)	(17.9)
Deferred financing costs.....	(14.6)	(4.5)
Other.....	(3.0)	2.2
	-----	-----
Net cash provided by financing activities from continuing operations	733.0	182.4
	-----	-----

INVESTING ACTIVITIES

Acquisitions, net of cash acquired.....	(708.0)	(219.4)
(Purchases of) proceeds from sales of short-term investments, net.....	(83.3)	115.4
Investments.....	(196.2)	(83.4)
Proceeds from sales of and distributions from investments.....	54.3	0.7
Proceeds from investee's repayment of loan.....		74.7
Proceeds from sales of call options.....		20.7
Capital expenditures.....	(326.4)	(402.2)
Additions to deferred charges.....	(121.7)	(29.8)
Other.....		(1.4)
	-----	-----
Net cash used in investing activities from continuing operations	(1,381.3)	(524.7)
	-----	-----

INCREASE IN CASH AND CASH EQUIVALENTS - CONTINUING OPERATIONS.....	1,323.0	97.1
CASH AND CASH EQUIVALENTS, beginning of period.....	870.7	409.1
	-----	-----
CASH AND CASH EQUIVALENTS, end of period.....	\$2,193.7	\$506.2
	=====	=====

See notes to condensed consolidated financial statements.

COMCAST CORPORATION AND SUBSIDIARIES
FORM 10-Q
QUARTER ENDED JUNE 30, 1999
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

1. CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

Basis of Presentation

The condensed consolidated balance sheet as of December 31, 1998 has been condensed from the audited consolidated balance sheet as of that date. The condensed consolidated balance sheet as of June 30, 1999, the condensed consolidated statements of operations and accumulated deficit for the six and three months ended June 30, 1999 and 1998 and the condensed consolidated statement of cash flows for the six months ended June 30, 1999 and 1998 have been prepared by Comcast Corporation (the "Company") and have not been audited by the Company's independent auditors. In the opinion of management, all adjustments (which include only normal recurring adjustments) necessary to present fairly the financial position, results of operations and cash flows as of June 30, 1999 and for all periods presented have been made.

Certain information and note disclosures normally included in the Company's annual financial statements prepared in accordance with generally accepted accounting principles have been condensed or omitted. These condensed consolidated financial statements should be read in conjunction with the financial statements and notes thereto included in the Company's December 31, 1998 Annual Report on Form 10-K filed with the Securities and Exchange Commission (the "SEC"). The results of operations for the periods ended June 30, 1999 are not necessarily indicative of operating results for the full year.

The results of operations of Comcast Cellular Corporation ("Comcast Cellular"), an indirect wholly owned subsidiary of the Company, have been presented as a discontinued operation in accordance with Accounting Principles Board ("APB") Opinion No. 30, "Reporting the Results of Operations - Reporting the Effects of Disposal of a Segment of a Business, and Extraordinary, Unusual and Infrequently Occurring Events and Transactions" (see Note 3).

Stock Split

On March 3, 1999, the Company's board of directors authorized an increase in the number of authorized shares of the Company's Class A Special Common Stock from 500 million shares to 2.5 billion shares. On that date, the Company's Board of Directors also authorized a two-for-one stock split in the form of a 100% stock dividend (the "Stock Split") payable on May 5, 1999 to shareholders of record on April 20, 1999, subject to shareholder approval of the increase in authorized shares (which was obtained on April 20, 1999). The dividend was paid in Class A Special Common Stock to the holders of Class A Common, Class A Special Common and Class B Common Stock. The average number of shares outstanding and related prices, per share amounts, share conversions and stock option data have been retroactively restated to reflect the Stock Split. The Company's board of directors also eliminated the quarterly cash dividend of \$.012 per share on all classes of its Common Stock. The last quarterly cash dividend was paid on March 25, 1999.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

New Accounting Pronouncement

In June 1998, the Financial Accounting Standards Board (the "FASB") issued Statement of Financial Accounting Standards ("SFAS") No. 133, "Accounting for Derivative Instruments and Hedging Activities." This statement establishes the accounting and reporting standards for derivatives and hedging activity. Upon the adoption of SFAS No. 133, all derivatives are required to be recognized in the statement of financial position as either assets or liabilities and measured at fair value. In July 1999, the FASB issued SFAS No. 137, "Accounting for Derivative Instruments and Hedging Activities - Deferral of the Effective Date of FASB Statement No. 133 - an amendment of FASB Statement No. 133" deferring the effective date for implementation of SFAS No. 133 to fiscal years beginning after June 15, 2000. The Company is currently evaluating the impact the adoption of SFAS No. 133 will have on its financial position and results of operations.

Earnings (Loss) for Common Stockholders Per Common Share

Earnings (loss) for common stockholders per common share is computed by dividing net income (loss), after deduction of preferred stock dividends, when applicable, by the weighted average number of common shares outstanding during the period on a basic and diluted basis.

COMCAST CORPORATION AND SUBSIDIARIES
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QUARTER ENDED JUNE 30, 1999
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED
(Unaudited)

The following table reconciles the numerator and denominator of the computations of diluted earnings (loss) for common stockholders per common share ("Diluted EPS") for the six and three months ended June 30, 1999 and 1998, respectively.

	(Amounts in millions, except per share data)			
	Six Months Ended		Three Months Ended	
	June 30,		June 30,	
	1999	1998	1999	1998
Net income (loss) for common stockholders	\$889.9	(\$178.0)	\$816.4	(\$92.0)
Preferred dividends.....	15.1		7.6	
Net income (loss) for common stockholders used for Diluted EPS.....	\$905.0	(\$178.0)	\$824.0	(\$92.0)
Basic weighted average number of common shares outstanding.....	742.9	727.0	744.4	738.0
Dilutive securities: (see Note 6)				
Series A and B convertible preferred stock	45.2		45.2	
Stock option and restricted stock plans.....	27.0		25.7	
Diluted weighted average number of common shares outstanding.....	815.1	727.0	815.3	738.0
Diluted earnings (loss) for common stockholders per common share.....	\$1.11	(\$.24)	\$1.01	(\$.13)

Put options sold by the Company on a weighted average 4.8 million shares and 4.2 million shares, respectively, of its Class A Special Common stock (see Note 6) were outstanding during the six and three months ended June 30, 1999 but were not included in the computation of Diluted EPS as the options' exercise price was less than the average market price of the Company's Class A Special Common Stock during the periods.

For the six and three months ended June 30, 1998, the Company's potential common shares of 94.0 million shares and 94.0 million shares, respectively, have an antidilutive effect on loss for common stockholders per common share and, therefore, have not been used in determining the total weighted average number of common shares outstanding.

Reclassifications

Certain reclassifications have been made to the prior year condensed consolidated financial statements to conform to those classifications used in 1999.

3. SIGNIFICANT EVENTS

Sale of Comcast Cellular

In July 1999, the Company completed the sale of Comcast Cellular to SBC Communications, Inc. for approximately \$360 million in cash and the assumption of \$1.315 billion of Comcast Cellular debt. The Company expects to recognize a gain in the third quarter of approximately \$350 million, net of income tax expense. Such gain will be reflected as gain on disposal of discontinued operations in the Company's condensed consolidated statement of operations and accumulated deficit. Revenues for Comcast Cellular were \$241.6 million and \$221.3 million for the six months ended June 30, 1999 and 1998, respectively.

Acquisition of Greater Philadelphia Cablevision

On June 30, 1999, the Company completed the acquisition of Greater Philadelphia Cablevision, Inc. ("Greater Philadelphia"), a subsidiary of Greater Media, Inc. that operates a cable system serving approximately 79,000 subscribers in Philadelphia, Pennsylvania, by issuing approximately 8.5 million shares of its Class A Special

COMCAST CORPORATION AND SUBSIDIARIES
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NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED
(Unaudited)

Common Stock with a value of \$291.7 million based upon the average closing price of the Company's Class A Special Common Stock for a ten-day period before and after the announcement of the transaction in February 1999. The acquisition was accounted for under the purchase method of accounting, as such, the operating results of Greater Philadelphia have been included in the accompanying condensed consolidated statement of operations and accumulated deficit from the acquisition date. The allocation of the purchase price to the assets and liabilities of Greater Philadelphia is preliminary pending a final appraisal. As the consideration given in exchange for Greater Philadelphia was shares of the Company's Class A Special Common Stock, the Greater Philadelphia acquisition had no significant impact on the Company's condensed consolidated statement of cash flows.

Adelphia Agreement

In May 1999, the Company and Jones Intercable, Inc., a consolidated subsidiary of the Company, ("Jones Intercable" - see "Acquisition of a Controlling Interest in Jones Intercable" below) entered into an agreement (the "Adelphia Agreement") to exchange certain cable systems with Adelphia Communications ("Adelphia"). Under the terms of the Adelphia Agreement, the Company and Jones Intercable, in the aggregate, will receive approximately 464,000 cable subscribers from Adelphia. In exchange, Adelphia will receive current systems owned by the Company and Jones Intercable serving, in the aggregate, approximately 440,000 subscribers. All of the systems involved in the transactions will be valued based upon independent appraisals with any difference in relative value to be funded with cash or additional cable systems. The system exchanges are subject to customary closing and regulatory approvals and are expected to close by mid-2000.

AT&T Agreement

In May 1999, the Company and AT&T Corp. ("AT&T") entered into an agreement (the "AT&T Agreement") to exchange various cable systems (the "AT&T System Exchanges"). Under the terms of the AT&T Agreement, the Company will pay AT&T approximately \$3.4 billion (subject to adjustment based on the actual number of net subscribers acquired and the per subscriber price of certain subscribers) for the approximately 750,000 net subscribers to be acquired as a result of the AT&T System Exchanges. The Company will pay for the net subscribers acquired in connection with the AT&T System Exchanges with shares of AT&T common stock currently owned or subsequently acquired by the Company and other securities or assets which would permit the AT&T System Exchanges to be tax-free to the extent possible. The value of any currently owned AT&T common stock to be exchanged will be \$54.41 per share, based upon the average trading price during the 20-day trading period beginning June 3, 1999.

Under the terms of the AT&T Agreement, the Company also has an option to acquire from AT&T, following approximately three years, additional cable systems with a total of between 1.0 million and 1.4 million subscribers for approximately \$4.8 billion to \$6.7 billion (subject to reduction for any long-term debt and other liabilities of the acquired cable systems). The Company will pay for these cable systems with shares of the Company's Class A Special Common Stock (valued on the same basis as described in the prior paragraph) and other securities or assets which would permit the acquisition to be tax-free (or if such result can not be obtained, with cash).

Under the terms of the AT&T Agreement, the Company has also agreed to offer AT&T-branded residential wireline telephony in its cable system markets, provided AT&T has concluded separate residential telephony agreements with at least two other non-AT&T affiliated multi-system cable operators. AT&T has agreed to grant the Company the most favorable terms AT&T has reached with any of those or other multi-system cable operators.

The majority of the AT&T System Exchanges and the exercise of the Company's option to acquire the additional cable systems are contingent upon the completion of AT&T's acquisition of MediaOne (see Proposed Acquisition of MediaOne Group, Inc. below), which is expected to close in 2000, subject to receipt of necessary shareholder, regulatory and other approvals. There can be no assurance, however, that such acquisition will be consummated.

Proposed Acquisition of MediaOne Group, Inc.

In March 1999, the Company and MediaOne Group, Inc. ("MediaOne"), entered into an Agreement and Plan of Merger (the "Merger Agreement") pursuant to which MediaOne was to be merged with and into the Company. Under the terms of the Merger Agreement, MediaOne could terminate the Merger Agreement under certain conditions, provided that it pay a termination fee of \$1.5 billion in cash to the Company. In April 1999, AT&T

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NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED
(Unaudited)

submitted an offer to purchase MediaOne. On May 1, 1999, the MediaOne Board of Directors notified the Company that it had determined that the AT&T offer was superior to the Company's offer. On May 6, 1999, MediaOne terminated the Merger Agreement and MediaOne paid the Company the termination fee. The termination fee was recorded to other income in the Company's condensed consolidated statement of operations and accumulated deficit, net of transaction costs, for the six and three months ended June 30, 1999.

Acquisition of a Controlling Interest in Jones Intercable

In May 1998, the Company agreed to purchase from BCI Telecom Holding ("BTH") 6.4 million Class A Common Shares in Jones Intercable, and a 49% interest in the BTH subsidiaries which were to continue to own BTH's remaining 6.4 million shares of Jones Intercable Class A Common Stock. At the same time, the Company agreed to acquire approximately 2.9 million shares of Common Stock of Jones Intercable (the "Control Shares"), if and when acquired by BTH from affiliates of Jones Intercable's controlling shareholder under an existing option (the "Control Option") to acquire such shares (which absent extraordinary circumstances would not have been exercisable until December 2001). The Company was to purchase the remaining 51% of the BTH subsidiaries when the Control Shares were acquired. The Company, BTH, Jones Intercable and Jones Intercable's controlling shareholder agreed in August 1998 to accelerate the Control Option to permit its early exercise and the early closing of the transactions with BTH. The transaction closed on April 7, 1999. The Company paid \$706.3 million in cash to acquire the 12.8 million shares of Jones Intercable Class A Common Stock and the Control Shares. On June 29, 1999, the Company purchased an additional 1.0 million shares of Jones Intercable Class A Common Stock for \$50.0 million through a private transaction. As of June 30, 1999, the Company controls 39.6% of the economic and 48.3% of the voting interest in Jones Intercable. In addition, the Control Shares represent shares having the right to elect approximately 75% of the Board of Directors of Jones Intercable. The share acquisitions were funded with available cash and cash equivalents. Jones Intercable is a public company, which owns cable operations serving approximately 1.0 million customers. The acquisition was accounted for under the purchase method of accounting, as such, the operating results of Jones Intercable have been included in the accompanying condensed consolidated statement of operations and accumulated deficit from the acquisition date. The allocation of the purchase price to the assets and liabilities of Jones Intercable is preliminary pending a final appraisal.

On August 9, 1999, the Company announced its intention to commence an offer to exchange 1.4 shares of its Class A Special Common Stock for each share of Class A Common Stock or Common Stock of Jones Intercable for up to 79% of the combined number of shares of Jones Intercable Class A Common Stock and Common Stock outstanding (subject to certain terms and conditions to be contained in the offer documents). The offer would commence upon registration of the Company's Class A Special Common Stock to be offered in the exchange offer with the SEC pursuant to an effective registration statement.

Investment in Prime Communications

In December 1998, the Company agreed to invest in Prime Communications LLC ("Prime"), a cable television operator with cable communications systems serving approximately 430,000 subscribers. During the fourth quarter of 1998, the Company acquired a \$50 million 12.75% subordinated note due 2008 from Prime. In addition, under the terms of the agreement, in July 1999 the Company issued to Prime a \$735 million 6% ten year convertible note, giving the Company the right to convert the note to acquire 90% of Prime. The note cannot be converted until the build out of certain of Prime's cable systems is complete and regulatory and other approvals are obtained, which is expected to close no later than 2002. If the note is converted, the Company would assume approximately \$550 million of Prime debt. The Company would have the option to acquire the remaining 10% interest in Prime for approximately \$82 million, plus accrued interest at 7% per annum.

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4. INVESTMENTS

	June 30, 1999	December 31, 1998
	-----	-----
	(Dollars in millions)	
Equity method.....	\$40.1	\$11.1
Fair value method.....	6,882.4	4,170.0
Cost method.....	177.4	74.7
	-----	-----
Total investments.....	7,099.9	4,255.8
Less current investments.....	5,735.7	3,653.4
	-----	-----
Non-current investments.....	\$1,364.2	\$602.4
	=====	=====

Equity Method

The Company records its proportionate interests in the net income (loss) of certain of its equity method investees in arrears. The Company's recorded investments exceed its proportionate interests in the book value of the investees' net assets by \$80.5 million as of June 30, 1999 (primarily related to the Company's investment in The Golf Channel). Such excess is being amortized to equity in net income or loss, primarily over a period of twenty years, which is consistent with the estimated lives of the underlying assets. The original cost of investments accounted for under the equity method totaled \$233.5 million and \$215.3 million as of June 30, 1999 and December 31, 1998, respectively.

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Summarized financial information for the six and three months ended June 30, 1998 for the Company's equity method investees is presented below. Summarized financial information is not presented for Sprint PCS, Teleport Communications Group Inc. ("Teleport") or Birmingham Cable Corporation Limited and Cable London, PLC (together, the "UK Investees") as of or for the six and three months ended June 30, 1999 as such investments are no longer accounted for under the equity method (dollars in millions):

	Sprint PCS	Teleport	UK Investees	Other	Combined
	-----	-----	-----	-----	-----
Six months ended June 30, 1998:					
Combined Results of Operations					
Revenues, net.....	\$285.0	\$310.5	\$116.1	\$535.3	\$1,246.9
Operating, selling, general and administrative expenses.....	871.5	301.3	90.2	576.3	1,839.3
Depreciation and amortization.....	238.4	97.1	40.8	43.5	419.8
Operating loss.....	(824.9)	(87.9)	(14.9)	(84.5)	(1,012.2)
Net loss (1).....	(1,058.0)	(134.7)	(50.6)	(113.9)	(1,357.2)
Company's Equity in Net Loss					
Equity in current period net loss.....	(\$158.7)	(\$19.7)	(\$18.2)	(\$37.1)	(\$233.7)
Amortization expense.....	(1.5)		(0.3)	(1.3)	(3.1)
Total equity in net loss.....	(\$160.2)	(\$19.7)	(\$18.5)	(\$38.4)	(\$236.8)
	=====	=====	=====	=====	=====
Three months ended June 30, 1998:					
Combined Results of Operations					
Revenues, net.....	\$143.8	\$160.1	\$58.8	\$244.6	\$607.3
Operating, selling, general and administrative expenses.....	393.5	147.2	45.2	258.0	843.9
Depreciation and amortization.....	115.7	49.1	21.1	14.4	200.3
Operating loss.....	(365.4)	(36.2)	(7.5)	(27.8)	(436.9)
Net loss (1).....	(498.6)	(62.2)	(20.5)	(41.3)	(622.6)
Company's Equity in Net Loss					
Equity in current period net loss.....	(\$74.8)	(\$9.1)	(\$7.8)	(\$14.5)	(\$106.2)
Amortization expense.....	(0.7)		(0.1)	(0.3)	(1.1)
Total equity in net loss.....	(\$75.5)	(\$9.1)	(\$7.9)	(\$14.8)	(\$107.3)
	=====	=====	=====	=====	=====

(1) Net loss also represents loss from continuing operations before extraordinary items and cumulative effect of changes in accounting principles.

Sprint PCS. Effective November 1998, in connection with the restructuring of Sprint PCS, the Company accounts for its investment in Sprint PCS under the fair value method.

Teleport. In November 1997, Teleport issued shares of its Class A Common Stock. As a result of the share issuance, the Company recognized a \$59.6 million increase in its proportionate share of Teleport's net assets as a gain from equity offering of affiliate for the six months ended June 30, 1998. The Company recorded its proportionate share of Teleport's net assets one quarter in arrears. In July 1998, in connection with AT&T's acquisition of Teleport, the Company exchanged its interest in Teleport for shares of AT&T common stock. As of June 30, 1999 and December 31, 1998, the Company has recorded its investment in AT&T at its estimated fair value.

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UK Investees. In October 1998, the Company exchanged its interest in Comcast UK Cable Partners Limited ("Comcast UK Cable") for shares of NTL Incorporated ("NTL") common stock. As of June 30, 1999 and December 31, 1998, the Company has recorded its investment in NTL at its estimated fair value.

Other. The Company's other equity investees include investments in cable communications and content providers. The Company does not consider these other equity method investments to be individually significant to its consolidated financial position, results of operations or liquidity.

Fair Value Method

The Company holds unrestricted equity investments in certain publicly traded companies, with an historical cost (including \$1.999 billion of pre-tax gains recognized during 1998) of \$2.706 billion and \$2.555 billion as of June 30, 1999 and December 31, 1998, respectively. The Company has recorded these investments, which are classified as available for sale, at their estimated fair values of \$6.882 billion and \$4.170 billion as of June 30, 1999 and December 31, 1998, respectively. The unrealized pre-tax gains as of June 30, 1999 and December 31, 1998 of \$4.176 billion and \$1.615 billion, respectively, have been reported in the Company's condensed consolidated balance sheet as a component of accumulated other comprehensive income, net of related deferred income tax expense of \$1.462 billion and \$565.1 million, respectively.

AT&T Acquisition of TCI

In March 1999, AT&T merged with Tele-Communications, Inc. ("TCI") with AT&T as the surviving corporation (the "AT&T/TCI Merger"). Upon closing of the AT&T/TCI Merger, the Company received approximately 3.6 million shares (as adjusted for AT&T's 3-for-2 stock split in April 1999) of AT&T common stock in exchange for the approximately 3.1 million shares of TCI Class A Common Stock held by the Company and the Company received approximately 3.6 million shares of Class A Liberty Media Group ("New Liberty") Tracking Shares for the approximately 2.3 million shares of TCI Ventures Group, Inc. ("TCI Ventures") common stock and the approximately 2.4 million shares of Liberty Media Group ("Old Liberty") Class A Common Stock held by the Company. As a result of the exchange, the Company recognized a pre-tax gain of \$187.6 million during the six months ended June 30, 1999, representing the difference between the fair value of the stock received and the Company's basis in TCI and TCI Ventures. Such gain is included in investment (income) expense in the Company's condensed consolidated statement of operations and accumulated deficit.

In March 1998, the Company sold call options relating to its unrestricted equity investments in TCI, TCI Ventures and Old Liberty common stock (together, the "TCI Stock") for \$20.7 million. Such call options expire between March and November 1999. During the six and three months ended June 30, 1999 and 1998, the Company recorded investment expense of \$100.8 million, \$40.2 million, \$49.4 million and \$25.6 million, respectively, related to changes in the value of the call options and settlement of the TCI and TCI Ventures call options.

Impairment Losses

During the six and three months ended June 30, 1999, the Company recorded pre-tax losses of \$35.5 million and \$0.2 million, respectively, on certain of its investments based on a decline in value that was considered other than temporary. Such losses are included in investment (income) expense in the Company's condensed consolidated statement of operations and accumulated deficit.

5. LONG-TERM DEBT

PHONES

In March 1999, the Company issued 8.7 million 3.35% Exchangeable Extendable Subordinated Debentures due 2029 (the "PHONES") for gross proceeds of \$718.3 million. At maturity, holders of the PHONES are entitled to receive in cash an amount equal to the higher of (a) the principal amount of the PHONES, or (b) the market value of AT&T common stock.

The PHONES are being accounted for as an indexed debt instrument, at June 30, 1999, since the maturity value is dependent upon the fair value of AT&T common stock. The Company's investment in AT&T is accounted for

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as an "available for sale" security under SFAS No. 115, with changes in fair value being reflected in accumulated other comprehensive income (see Note 4).

In July 1999, the Company redeemed all \$718.3 million principal amount of its PHONES. The Company redeemed the PHONES due to its recently announced transaction with AT&T in which it intends to use AT&T shares as consideration for the purchase of cable systems from AT&T in accordance with the AT&T Agreement (see Note 3). In connection with the PHONES redemption, the Company incurred debt extinguishment costs of \$32.3 million and wrote-off unamortized debt acquisition costs of \$14.6 million, resulting in an extraordinary loss, net of tax, of \$30.5 million which will be recorded in the third quarter of 1999.

Interest Rates

As of June 30, 1999 and December 31, 1998, the Company's effective weighted average interest rate on its long-term debt outstanding was 7.15% and 7.71%, respectively.

Lines of Credit

As of June 30, 1999, certain subsidiaries of the Company had unused lines of credit of \$1.187 billion, \$586.5 million of which is restricted by the covenants of the related debt agreements and to subsidiary general purposes and dividend declaration.

6. STOCKHOLDERS' EQUITY

Repurchase Program

In September 1998, the Company announced that its Board of Directors had authorized a market repurchase program (the "Repurchase Program") pursuant to which the Company may purchase, in the open market or in private transactions up to \$500.0 million of its outstanding common equity securities, subject to certain restrictions and market conditions. Based on the trade date for stock repurchases, during the six months ended June 30, 1999, the Company repurchased 0.4 million shares of its common stock for aggregate consideration of \$11.5 million pursuant to the Repurchase Program. As part of the Repurchase Program, in September 1998, the Company sold put options on 5.5 million shares of its Class A Special Common Stock. During the six and three months ended June 30, 1999, put options covering 3.0 million shares expired unexercised. Upon expiration, the Company reclassified \$60.7 million, the amount it would have been obligated to pay to repurchase such shares had the put options been exercised, from common equity put options to additional capital in the Company's condensed consolidated balance sheet. The remaining put options give the holder the right to require the Company to repurchase such shares at specified prices on specific dates during the period from July through September 1999. The amount the Company would be obligated to pay to repurchase such shares if all outstanding put options were exercised, totaling \$50.5 million and \$111.2 million, respectively, has been reclassified to a temporary equity account in the Company's condensed consolidated balance sheet as of June 30, 1999 and December 31, 1998.

Series A Preferred Stock Conversion

In July 1999, the Company exercised its right to convert all 6,370 shares of its Series A Preferred Stock into approximately 2.7 million shares of its Class A Special Common Stock.

Comprehensive Income (Loss)

Total comprehensive income (loss) for the six and three months ended June 30, 1999 and 1998 was \$2.573 billion, (\$10.5) million, \$1.358 billion and (\$3.8) million, respectively. Total comprehensive income (loss) includes net income (loss), unrealized gains (losses) on marketable securities and foreign currency translation gains (losses) for the periods presented.

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7. STATEMENT OF CASH FLOWS - SUPPLEMENTAL INFORMATION

The Company made cash payments for interest of \$255.2 million, \$207.4 million, \$198.8 million and \$147.0 million during the six and three months ended June 30, 1999 and 1998, respectively.

The Company made cash payments for income taxes of \$112.5 million, \$73.0 million, \$93.6 million and \$58.1 million during the six and three months ended June 30, 1999 and 1998, respectively.

8. COMMITMENTS AND CONTINGENCIES

The Company is subject to legal proceedings and claims which arise in the ordinary course of its business. In the opinion of management, the amount of ultimate liability with respect to these actions will not materially affect the financial position, results of operations or liquidity of the Company.

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9. FINANCIAL DATA BY BUSINESS SEGMENT
(Dollars in millions)

	Cable Communications	Electronic Retailing	Corporate and Other (1)	Total
Six Months Ended June 30, 1999				
Revenues, net.....	\$1,353.7	\$1,282.1	\$216.8	\$2,852.6
Operating income before depreciation and amortization (2).....	623.9	252.4	6.2	882.5
Depreciation and amortization.....	454.7	57.6	33.8	546.1
Operating income (loss).....	169.2	194.8	(27.6)	336.4
Interest expense.....	159.0	20.6	75.1	254.7
Capital expenditures.....	290.0	25.0	11.4	326.4
Three Months Ended June 30, 1999				
Revenues, net.....	\$748.9	\$632.5	\$97.2	\$1,478.6
Operating income (loss) before depreciation and amortization (2)....	343.4	121.5	(7.6)	457.3
Depreciation and amortization.....	260.5	29.2	17.8	307.5
Operating income (loss).....	82.9	92.3	(25.4)	149.8
Interest expense.....	93.3	10.2	40.0	143.5
Capital expenditures.....	184.4	14.1	5.5	204.0
As of June 30, 1999				
Assets.....	\$9,554.4	\$2,197.0	\$10,133.6	\$21,885.0
Long-term debt, less current portion.....	5,085.9	546.8	1,371.4	7,004.1
Six Months Ended June 30, 1998				
Revenues, net.....	\$1,109.5	\$1,074.6	\$276.0	\$2,460.1
Operating income (loss) before depreciation and amortization (2)....	525.3	187.9	(11.2)	702.0
Depreciation and amortization.....	323.6	58.4	86.5	468.5
Operating income (loss).....	201.7	129.5	(97.7)	233.5
Interest expense.....	107.9	26.4	102.9	237.2
Capital expenditures.....	293.7	41.6	66.9	402.2
Three Months Ended June 30, 1998				
Revenues, net.....	\$568.3	\$530.0	\$107.4	\$1,205.7
Operating income (loss) before depreciation and amortization (2)....	275.9	92.7	(15.3)	353.3
Depreciation and amortization.....	161.7	28.9	38.7	229.3
Operating income (loss).....	114.2	63.8	(54.0)	124.0
Interest expense.....	54.4	13.1	49.3	116.8
Capital expenditures.....	153.4	22.1	32.0	207.5

(1) Other includes segments not meeting certain quantitative guidelines for reporting. Other includes certain other operating businesses, including Comcast-Spectacor, L.P., E! Entertainment Television, Inc., Comcast UK Cable (prior to October 29, 1998), the Company's DBS operations (prior to April 1, 1998) and elimination entries related to the segments presented. Corporate and other assets consist primarily of the Company's investments (see Note 4).

(2) See note (a) on page 15.

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- (a) Operating income (loss) before depreciation and amortization is commonly referred to in the Company's businesses as "operating cash flow." Operating cash flow is a measure of a company's ability to generate cash to service its obligations, including debt service obligations, and to finance capital and other expenditures. In part due to the capital intensive nature of the Company's businesses and the resulting significant level of non-cash depreciation and amortization expense, operating cash flow is frequently used as one of the bases for comparing businesses in the Company's industries, although the Company's measure of operating cash flow may not be comparable to similarly titled measures of other companies. Operating cash flow is the primary basis used by the Company's management to measure the operating performance of its businesses. Operating cash flow does not purport to represent net income or net cash provided by operating activities, as those terms are defined under generally accepted accounting principles, and should not be considered as an alternative to such measurements as an indicator of the Company's performance.

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ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Overview

We have experienced significant growth in recent years both through strategic acquisitions and growth in our existing businesses. We have historically met our cash needs for operations through our cash flows from operating activities. Cash requirements for acquisitions and capital expenditures have been provided through our financing activities and sales of investments, as well as our existing cash, cash equivalents and short-term investments.

In July 1999, we completed the sale of Comcast Cellular Corporation ("Comcast Cellular") to SBC Communications, Inc. for approximately \$360 million in cash, subject to customary closing adjustments, and the assumption of \$1.315 billion of Comcast Cellular debt. We expect to recognize a gain in the third quarter of approximately \$350 million, net of income tax expense. The gain will be reflected as gain on disposal of discontinued operations in our condensed consolidated statement of operations and accumulated deficit.

General Developments of Business

See Note 3 to our condensed consolidated financial statements included in Item 1.

Liquidity and Capital Resources

The cable communications and the electronic retailing industry are experiencing increasing competition and rapid technological changes. Our future results of operations will be affected by our ability to react to changes in the competitive environment and by our ability to implement new technologies. However, we believe that competition and technological changes will not significantly affect our ability to obtain financing.

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, existing cash, cash equivalents, short-term investments, lines of credit and other external financing.

Cash, Cash Equivalents and Short-term Investments

We have traditionally maintained significant levels of cash, cash equivalents and short-term investments to meet our short-term liquidity requirements. Our cash equivalents and short-term investments are recorded at fair value. Cash, cash equivalents and short-term investments as of June 30, 1999 were \$7.929 billion. As of June 30, 1999, our cash, cash equivalents and short-term investments include \$5.634 billion of our investments in AT&T Corp. ("AT&T"), Sprint PCS, NTL Incorporated ("NTL") and Liberty Media Group ("New Liberty") (see Note 4 to our condensed consolidated financial statements included in Item 1). As of June 30, 1999, \$316.6 million of our cash, cash equivalents and short-term investments is restricted to use by subsidiaries under contractual or other arrangements.

Investments

See Notes 3 and 4 to our condensed consolidated financial statements included in Item 1.

We do not have any significant contractual funding commitments with respect to any of our investments. However, to the extent we do not fund our investees' capital calls, we expose ourselves to dilution of our ownership interests. We continually evaluate our existing investments, as well as new investment opportunities.

Financing

See Notes 5 and 6 to our condensed consolidated financial statements included in Item 1.

As of June 30, 1999 and December 31, 1998, our long-term debt, including current portion, was \$7.843 billion and \$5.578 billion, respectively, of which 20.5% and 18.0%, respectively, was at variable rates.

We may from time to time, depending on certain factors including market conditions, make optional repayments on our debt obligations, which may include open market repurchases of our outstanding public notes and debentures.

Equity Price Risk

In March 1999, we issued 8.7 million 3.35% Exchangeable Extendable Subordinated Debentures due 2029 (the "PHONES") for gross proceeds of \$718.3

million. At maturity, holders of the PHONES are entitled to receive in cash an amount equal to the higher of (a) the principal amount of the PHONES, or (b) the market value of AT&T common stock. We accounted for the PHONES

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as an indexed debt instrument, at June 30, 1999, since the maturity value is dependent upon the fair value of AT&T common stock. In July 1999, we redeemed all the PHONES and incurred debt extinguishment costs of \$32.3 million and wrote-off unamortized debt acquisition costs of \$14.6 million, resulting in an extraordinary loss, net of tax, of \$30.5 million which will be recorded in the third quarter of 1999.

In June 1999, we entered into costless collar agreements (the "Equity Collars") covering \$483.7 million notional amount of investment securities accounted for at fair value. The Equity Collars limit our exposure to and benefits from price fluctuations in the underlying equity securities. The Equity Collars mature in 2001. As we account for the Equity Collars as a hedge, changes in the value of the Equity Collars are substantially offset by changes in the value of the underlying investment securities which are also marked-to-market through accumulated other comprehensive income in our condensed consolidated balance sheet.

Interest Rate Risk

From January 1, 1999 through August 13, 1999, we have entered into interest rate exchange agreements ("Swaps") with an aggregate notional amount of \$300.0 million and as part of our acquisition of a controlling interest in Jones Intercable, Inc. ("Jones Intercable") (see Note 3 to our condensed consolidated financial statements included in Item 1), we acquired Swaps with an aggregate notional amount of \$400.0 million. Swaps with an aggregate notional amount of \$350.0 million either were terminated or expired from January 1, 1999 through August 13, 1999. As of August 13, 1999, we have Swaps with an aggregate notional amount of \$1.412 billion having an average pay rate of 5.93% and an average receive rate of 5.93%.

Year 2000 Readiness Disclosures

The Year 2000 Issue is the result of computer programs being written using two digits rather than four to define the applicable year. Certain of our computer programs that have date-sensitive software may recognize a date using "00" as the year 1900 rather than the year 2000 (the "Year 2000 Issue"). If this situation occurs, the potential exists for computer system failure or miscalculations by computer programs, which could cause disruption of operations.

We are in the process of evaluating and addressing the impact of the Year 2000 Issue on our operations to ensure that our information technology and business systems recognize calendar Year 2000. We are utilizing both internal and external resources in implementing our Year 2000 program, which consists of the following phases:

- o Assessment Phase. Structured evaluation, including a detailed inventory outlining the impact that the Year 2000 Issue may have on current operations.
- o Detailed Planning Phase. Establishment of priorities, development of specific action steps and allocation of resources to address the issues identified in the Assessment Phase.
- o Conversion Phase. Implementation of the necessary system modifications as outlined in the Detailed Planning Phase.
- o Testing Phase. Verification that the modifications implemented in the Conversion Phase will be successful in resolving the Year 2000 Issue so that all inventory items will function properly, both individually and on an integrated basis.
- o Implementation Phase. Final roll-out of fully tested components into an operational unit.

Based on an inventory conducted in 1997, we have identified computer systems that will require modification or replacement so that they will properly utilize dates beyond December 31, 1999. Many of our critical systems are new and are already Year 2000 compliant as a result of the recent rebuild of many of our cable communications systems. In addition, we have initiated communications with all of our significant software suppliers and service bureaus to determine their plans for remediating the Year 2000 Issue in their software which we use or rely upon.

As of June 30, 1999, except for Jones Intercable, we are in the Testing Phase and the Implementation Phase of our Year 2000 remediation program with respect to certain of our key systems. For Jones Intercable, as of June 30, 1999, we are in the Conversion Phase and the Testing Phase of our Year 2000 remediation program with respect to certain of our key systems. Through June 30, 1999, we have incurred approximately \$9

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million in connection with our Year 2000 remediation program. We estimate that we will incur between approximately \$7 million to \$13 million of additional expense through December 1999 in connection with our Year 2000 remediation program. Our estimate to complete the remediation plan includes the estimated time associated with mitigating the Year 2000 Issue for third party software. However, there can be no guarantee that the systems of other companies on which we rely will be converted on a timely basis, or that a failure to convert by another company would not have a material adverse effect on us.

Our management will continue to periodically report the progress of our Year 2000 remediation program to the Audit Committee of our Board of Directors. We plan to complete the Year 2000 mitigation by the end of the third quarter of 1999, except for Jones Intercable which will be completed in November 1999. Our management has investigated and may consider potential contingency plans in the event that our Year 2000 remediation program is not completed by that date.

The costs of the project and the date on which we plan to complete the Year 2000 modifications and replacements are based on our best estimates, which were derived using assumptions of future events including the continued availability of resources and the reliability of third party modification plans. However, there can be no guarantee that these estimates will be achieved and actual results could differ materially from those plans. Specific factors that may cause such material differences include, but are not limited to, the availability and cost of personnel with appropriate necessary skills and the ability to locate and correct all relevant computer code and similar uncertainties.

We believe that with modifications to existing software and conversions to new software, the Year 2000 Issue can be mitigated. However, if such modifications and conversions are not made, or are not completed within an adequate time frame, the Year 2000 Issue could have a material adverse impact on our operations.

Statement of Cash Flows

Cash and cash equivalents increased \$1.323 billion as of June 30, 1999 from December 31, 1998. The increase in cash and cash equivalents resulted from cash flows from operating, financing and investing activities which are explained below.

Net cash provided by operating activities from continuing operations amounted to \$1.971 billion for the six months ended June 30, 1999, due principally to the effects of the receipt of the \$1.5 billion termination fee in May 1999 from MediaOne Group, Inc., our acquisition of a controlling interest in Jones Intercable in April 1999 (see Note 3 to our condensed consolidated financial statements included in Item 1), increases in our operating income before depreciation and amortization (see "Results of Operations") and changes in working capital as a result of the timing of receipts and disbursements.

Net cash provided by financing activities from continuing operations, which includes borrowings and repayments of debt, as well as the issuances and repurchases of our equity securities, was \$733.0 million for the six months ended June 30, 1999. During the six months ended June 30, 1999, we borrowed \$912.6 million, consisting primarily of \$718.3 million of PHONES and \$193.5 million under revolving lines of credit held by our subsidiaries. During the six months ended June 30, 1999, we repaid \$152.8 million of our long-term debt. In addition, during the six months ended June 30, 1999, we had net issuances of \$0.2 million of our common stock and we paid cash dividends of \$9.4 million on our common stock and Series A Preferred Stock. Deferred financing costs of \$14.6 million were incurred during the six months ended June 30, 1999 primarily in connection with the issuance of the PHONES.

Net cash used in investing activities from continuing operations was \$1.381 billion for the six months ended June 30, 1999. Net cash used in investing activities includes acquisitions, net of cash acquired of \$708.0 million, consisting primarily of our acquisition of a controlling interest in Jones Intercable, investments of \$196.2 million, capital expenditures of \$326.4 million, additions to deferred charges of \$121.7 million and net purchases of short-term investments of \$83.3 million, offset by proceeds from sales of and distributions from investments of \$54.3 million.

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Results of Operations

Our summarized consolidated financial information for the six and three months ended June 30, 1999 and 1998 is as follows (dollars in millions, "NM" denotes percentage is not meaningful):

	Six Months Ended June 30,		Increase / (Decrease)	
	1999	1998	\$	%
Revenues.....	\$2,852.6	\$2,460.1	\$392.5	16.0%
Cost of goods sold from electronic retailing.....	769.3	652.4	116.9	17.9
Operating, selling, general and administrative expenses	1,200.8	1,105.7	95.1	8.6
Operating income before depreciation and amortization (1)	882.5	702.0	180.5	25.7
Depreciation.....	254.0	227.7	26.3	11.6
Amortization.....	292.1	240.8	51.3	21.3
Operating income.....	336.4	233.5	102.9	44.1
Interest expense.....	254.7	237.2	17.5	7.4
Investment (income) expense.....	(128.0)	1.9	129.9	NM
Equity in net losses of affiliates.....	1.6	236.8	(235.2)	(99.3)
Gain from equity offering of affiliate.....		(59.6)	(59.6)	NM
Other income.....	(1,430.9)	(4.1)	1,426.8	NM
Income tax expense.....	723.7	9.3	714.4	NM
Minority interest.....	(12.8)	(39.2)	(26.4)	(67.3)
Income (loss) from continuing operations before extraordinary items.....	\$928.1	(\$148.8)	\$1,076.9	NM
	=====	=====		

	Three Months Ended June 30,		Increase / (Decrease)	
	1999	1998	\$	%
Revenues.....	\$1,478.6	\$1,205.7	\$272.9	22.6%
Cost of goods sold from electronic retailing.....	378.8	320.0	58.8	18.4
Operating, selling, general and administrative expenses	642.5	532.4	110.1	20.7
Operating income before depreciation and amortization (1)	457.3	353.3	104.0	29.4
Depreciation.....	137.3	110.6	26.7	24.1
Amortization.....	170.2	118.7	51.5	43.4
Operating income.....	149.8	124.0	25.8	20.8
Interest expense.....	143.5	116.8	26.7	22.9
Investment (income) expense.....	(0.2)	0.3	0.5	NM
Equity in net losses of affiliates.....	2.7	107.3	(104.6)	(97.5)
Other income.....	(1,430.7)	(1.4)	1,429.3	NM
Income tax expense.....	636.3	3.0	633.3	NM
Minority interest.....	(28.1)	(22.0)	6.1	27.7
Income (loss) from continuing operations before extraordinary items.....	\$826.3	(\$80.0)	\$906.3	NM
	=====	=====		

(1) Operating income before depreciation and amortization is commonly referred to in our businesses as "operating cash flow." Operating cash flow is a measure of a company's ability to generate cash to service its obligations, including debt service obligations, and to finance capital and other expenditures. In part due to the capital intensive nature of our businesses and the resulting significant level of non-cash depreciation expense and amortization expense, operating cash flow is frequently used as one of the bases for comparing businesses in our industries, although our measure of operating cash flow may not be comparable to similarly titled measures of other companies. Operating cash flow is the primary basis used by our management to measure the operating performance of our businesses. Operating cash flow does not purport to represent net income or net cash provided by operating

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activities, as those terms are defined under generally accepted accounting principles, and should not be considered as an alternative to such measurements as an indicator of our performance. See "Statement of Cash Flows" above for a discussion of net cash provided by operating activities.

Operating Results by Business Segment

The following represent the operating results of our significant business segments, "Cable Communications" and "Electronic Retailing." The remaining components of our operations are not independently significant to our consolidated financial position or results of operations (see Note 9 to our condensed consolidated financial statements included in Item 1).

Cable Communications

The following table presents the operating results of our cable communications segment (dollars in millions):

	Six Months Ended June 30,		Increase	
	1999	1998	\$	%
Service income.....	\$1,353.7	\$1,109.5	\$244.2	22.0%
Operating, selling, general and administrative expenses.....	729.8	584.2	145.6	24.9
Operating income before depreciation and amortization (a).....	\$623.9	\$525.3	\$98.6	18.8%
	=====	=====	=====	=====

	Three Months Ended June 30,		Increase	
	1999	1998	\$	%
Service income.....	\$748.9	\$568.3	\$180.6	31.8%
Operating, selling, general and administrative expenses.....	405.5	292.4	113.1	38.7
Operating income before depreciation and amortization (a).....	\$343.4	\$275.9	\$67.5	24.5%
	=====	=====	=====	=====

(a) See footnote (1) on page 19.

Of the respective \$244.2 million and \$180.6 million increases in service income for the six and three month periods from 1998 to 1999, \$146.3 million and \$132.9 million are attributable to the effects of the acquisitions of cable communications systems, \$12.5 million and \$5.8 million are attributable to subscriber growth, \$47.1 million and \$22.2 million relate to changes in rates, \$10.6 million and \$5.6 million are attributable to growth in cable advertising sales and \$27.7 million and \$14.1 million relate to other product offerings (e.g., digital cable, high speed data services, etc.).

Of the respective \$145.6 million and \$113.1 million increases in operating, selling, general and administrative expenses for the six and three month periods from 1998 to 1999, \$102.6 million and \$95.3 million are attributable to the effects of the acquisitions of cable communications systems, \$20.3 million and \$10.8 million are attributable to increases in the costs of cable programming as a result of changes in rates, subscriber growth and additional channel offerings, \$2.2 million and \$0.9 million are attributable to growth in advertising sales and \$20.5 million and \$6.1 million result from increases in the cost of labor, other volume related expenses and costs associated with new product offerings. We anticipate that the cost of cable programming will increase in the future as cable programming rates increase and additional sources of cable programming become available.

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Electronic Retailing

The following presents the operating results of our electronic retailing segment, consisting of the operations of QVC, Inc. and its subsidiaries ("QVC"), a majority owned and controlled subsidiary (dollars in millions):

	Six Months Ended June 30,		Increase	
	1999	1998	\$	%
Net sales from electronic retailing.....	\$1,282.1	\$1,074.6	\$207.5	19.3%
Cost of goods sold from electronic retailing.....	769.3	652.4	116.9	17.9
Operating, selling, general and administrative expenses.....	260.4	234.3	26.1	11.1
Operating income before depreciation and amortization (a).....	\$252.4	\$187.9	\$64.5	34.3%
Gross margin.....	40.0%	39.3%		

	Three Months Ended June 30,		Increase	
	1999	1998	\$	%
Net sales from electronic retailing.....	\$632.5	\$530.0	\$102.5	19.3%
Cost of goods sold from electronic retailing.....	378.8	320.0	58.8	18.4
Operating, selling, general and administrative expenses.....	132.2	117.3	14.9	12.7
Operating income before depreciation and amortization (a).....	\$121.5	\$92.7	\$28.8	31.1%
Gross margin.....	40.1%	39.6%		

(a) See footnote (1) on page 19.

The increase in net sales from electronic retailing of \$207.5 million for the six month period from 1998 to 1999 is due to the effects of 3.8%, 11.3% and 40.1% increases in the average number of homes receiving QVC services in the United States ("US"), United Kingdom ("UK") and Germany, respectively, and 9.7%, 12.0% and 98.6% increases in net sales per home in the US, UK and Germany, respectively. The increase in net sales from electronic retailing of \$102.5 million for the three month period from 1998 to 1999 is due to the effects of 3.4%, 11.7% and 38.0% increases in the average number of homes receiving QVC services in the US, UK and Germany, respectively, and 10.8%, 6.4% and 109.2% increases in net sales per home in the US, UK and Germany, respectively.

The increase in cost of goods sold is primarily related to the growth in net sales. The increase in gross margin is a result of a slight shift in sales mix to higher margin products.

Of the respective \$26.1 million and \$14.9 million increases in operating, selling, general and administrative expenses for the six and three month periods from 1998 to 1999, \$17.8 million and \$9.2 million are attributable to higher variable costs associated with the increase in sales volume. The remaining increases are attributable to higher personnel costs to support the increased sales volume in the US, UK and Germany.

Consolidated Analysis

The effects of our recent acquisitions, as well as increased levels of capital expenditures, were to increase our revenues and expenses resulting in increases in our operating income before depreciation and amortization. The increases in depreciation expense, amortization expense and interest expense for the six and three month

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periods from 1998 to 1999 are primarily due to the effects of our acquisition of a controlling interest in Jones Intercable on April 7, 1999, offset in part by the effects of the sale of Comcast UK Cable Partners Limited ("Comcast UK Cable"), a consolidated subsidiary of ours, in October 1998. In addition, our equity in net losses of affiliates has decreased principally as a result of the restructuring of Sprint PCS in November 1998.

Interest Expense

The \$17.5 million and \$26.7 million increases in interest expense for the six and three month periods from 1998 to 1999 are primarily due to the effects of our acquisition of a controlling interest in Jones Intercable and the issuance of the 6.20% nonrecourse notes issued by Comcast Cable Communications, Inc. ("Comcast Cable"), a wholly owned subsidiary of ours, in November 1998, offset in part by the effects of the sale of Comcast UK Cable in October 1998.

We anticipate that, for the foreseeable future, interest expense will be a significant cost to us and will have a significant adverse effect on our ability to realize net earnings. We believe we will continue to be able to meet our obligations through our ability both to generate operating income before depreciation and amortization and to obtain external financing.

Investment (Income) Expense

In March 1999, AT&T merged with TeleCommunications, Inc. ("TCI") with AT&T as the surviving corporation (the "AT&T/TCI Merger"). Upon closing of the AT&T/TCI Merger, we received approximately 3.6 million shares (as adjusted for AT&T's 3-for-2 stock split in April 1999) of AT&T common stock in exchange for the approximately 3.1 million shares of TCI Class A Common Stock held by us and we received approximately 3.6 million shares of New Liberty Class A Tracking Shares for the approximately 2.3 million shares of TCI Ventures Group, Inc. ("TCI Ventures") common stock and the approximately 2.4 million shares of Liberty Media Group ("Old Liberty") Class A Common Stock held by us. As a result of the exchange, we recognized a pre-tax gain of \$187.6 million during the six months ended June 30, 1999, representing the difference between the fair value of the AT&T stock received and our basis in TCI and TCI Ventures.

In March 1998, we sold call options relating to our unrestricted equity investments in TCI, TCI Ventures and Old Liberty common stock for \$20.7 million. Such call options expire between March and November 1999. During the six and three months ended June 30, 1999 and 1998, we recorded investment expense of \$100.8 million, \$40.2 million, \$49.4 million and \$25.6 million, respectively, related to changes in the value of the call options and settlement of the TCI and TCI Ventures call options.

During the six months ended June 30, 1999, we recorded pre-tax losses of \$35.5 million on certain of our investments based on a decline in value that was considered other than temporary.

Gain From Equity Offering of Affiliate

In November 1997, Teleport Communications Group Inc. ("Teleport") issued shares of its Class A Common Stock. As a result of the stock issuance, we recognized a \$59.6 million increase in our proportionate share of Teleport's net assets as a gain from equity offering of affiliate for the six months ended June 30, 1998. We recorded our proportionate share of Teleport's net losses one quarter in arrears.

Other Income

The \$1.427 billion and \$1.429 billion increases in other income for the six and three month periods from 1998 to 1999 are primarily attributable to the receipt of the \$1.5 billion MediaOne termination fee, net of transaction costs, in May 1999.

Income Tax Expense

The \$714.4 million and \$633.3 million increases in income tax expense for the six and three month periods from 1998 to 1999 are primarily the result of the effects of changes in our income before taxes and minority interest, and non-deductible foreign losses and non-deductible equity in net losses of affiliates.

Minority Interest

The changes in minority interest income for the six and three month periods from 1998 to 1999 are attributable to the effects of our acquisition of a controlling interest in Jones Intercable in April 1999, the sale of Comcast UK Cable in October 1998 and to changes in the net income or loss of our other less than 100% owned consolidated subsidiaries.

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For the six and three months ended June 30, 1999 and 1998, our earnings from continuing operations (income (loss) from continuing operations plus income tax expense, equity in net losses of affiliates, fixed charges (interest expense) and extraordinary items) were \$1.908 billion, \$334.5 million, \$1.609 billion and \$147.1 million, respectively. Such earnings were adequate to cover our fixed charges of \$254.7 million, \$237.2 million, \$143.5 million and \$116.8 million for the six and three months ended June 30, 1999 and 1998, respectively. Fixed charges include non-cash interest expense of \$1.8 million, \$26.0 million, \$1.3 million and \$11.6 million for the six and three months ended June 30, 1999 and 1998, respectively.

We believe that any losses incurred in the future by us will not significantly affect the performance of our normal business activities because of our existing cash, cash equivalents and short-term investments, our ability to generate operating income before depreciation and amortization and our ability to obtain external financing.

We believe that our operations are not materially affected by inflation.

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PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

We are subject to legal proceedings and claims which arise in the ordinary course of our business. In the opinion of our management, the amount of ultimate liability with respect to these actions will not materially affect our financial position, results of operations or liquidity.

ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

At a Special Meeting on April 20, 1999, the shareholders approved the following proposal:

To approve an amendment to the Company's Articles of Incorporation increasing the number of authorized shares of the Company's Class A Special Common Stock, par value \$1.00 per share, from 500,000,000 shares to 2,500,000,000 shares.

Class of Stock -----	For ---	Against -----	Abstain -----
Class A	8,257,136	126,647	820
Class B	141,665,625		

At the Annual Meeting on June 21, 1999, the shareholders approved the following proposals:

To elect nine directors to serve for the ensuing year and until their respective successors shall have been duly elected and qualified.

Director -----	Class of Stock -----	For ---	Withheld -----
Ralph J. Roberts	Class A	25,010,711	196,883
	Class B	141,665,625	
Julian A. Brodsky	Class A	25,018,519	189,075
	Class B	141,665,625	
Brian L. Roberts	Class A	25,017,268	190,326
	Class B	141,665,625	
Gustave G. Amsterdam	Class A	25,096,215	111,379
	Class B	141,665,625	
Sheldon M. Bonovitz	Class A	25,013,847	193,747
	Class B	141,665,625	
Joseph L. Castle II	Class A	25,117,324	90,270
	Class B	141,665,625	
Bernard C. Watson	Class A	25,113,889	93,705
	Class B	141,665,625	
Irving A. Wechsler	Class A	25,107,106	100,488
	Class B	141,665,625	
Anne Wexler	Class A	25,011,443	196,151
	Class B	141,665,625	

To approve an amendment to the Comcast Corporation 1996 Stock Option Plan.

Class of Stock -----	For ---	Against -----	Abstain -----
Class A	21,054,324	4,057,055	96,215
Class B	141,665,625		

To approve an amendment to the Comcast Corporation 1996 Executive Cash Bonus Plan.

Class of Stock -----	For ---	Against -----	Abstain -----
Class A	23,634,706	1,456,475	116,413
Class B	141,665,625		

To ratify the appointment of Deloitte & Touche LLP as the Company's independent auditors for the 1999 fiscal year.

Class of Stock -----	For ---	Against -----	Abstain -----
Class A	25,123,975	48,493	35,126
Class B	141,665,625		

ITEM 6. EXHIBITS AND REPORTS ON FORM 8-K

(a) Exhibits required to be filed by Item 601 of Regulation S-K:

- 10.1* Comcast Corporation 1996 Stock Option Plan, as amended and restated, effective June 21, 1999.
- 10.2* Comcast Corporation 1996 Deferred Compensation Plan, as amended and restated, effective June 21, 1999.
- 10.3* Comcast Corporation 1990 Restricted Stock Plan, as amended and restated, effective June 21, 1999.
- 10.4* Comcast Corporation 1996 Cash Bonus Plan, as amended and restated, effective June 21, 1999.
- 10.5* Comcast Corporation 1996 Executive Cash Bonus Plan, as amended and restated, effective June 21, 1999.
- 10.6* Comcast Corporation 1997 Deferred Stock Option Plan, as amended and restated, effective June 21, 1999.
- 27.1 Financial Data Schedule.

(b) Reports on Form 8-K:

- (i) We filed a Current Report on Form 8-K under Item 5 on April 8, 1999 relating to our announcement that we had completed the acquisition of a controlling interest in Jones Intercable, Inc.
- (ii) We filed a Current Report on Form 8-K under Item 5 on May 6, 1999 relating to our announcement that we had entered into an agreement with AT&T Corp. to exchange certain cable systems and that we had terminated our Agreement and Plan of Merger with MediaOne Group, Inc.
- (iii) We filed a Current Report on Form 8-K under Item 5 on May 27, 1999 relating to our announcement that we had entered into an agreement with Adelphia Communications to exchange certain cable systems.
- (iv) We filed a Current Report on Form 8-K under Item 5 on May 27, 1999 relating to our announcement that we intend to redeem all \$718.3 million principal amount of our 3.35% Exchangeable Subordinated Debentures due 2029.

* Constitutes a management contract or compensatory plan or arrangement.

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SIGNATURE

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 S. SMITH

Lawrence S. Smith
Executive Vice President
(Principal Accounting Officer)

Date: August 16, 1999

1996 STOCK OPTION PLAN

(As Amended and Restated, Effective June 21, 1999)

1. Purpose of Plan

The purpose of the Plan is to assist the Company in retaining valued employees, officers and directors by offering them a greater stake in the Company's success and a closer identity with it, and to aid in attracting individuals whose services would be helpful to the Company and would contribute to its success.

2. Definitions

(a) "Affiliate" means, with respect to any Person, any other Person that, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, the term "control," including its correlative terms "controlled by" and "under common control with," mean, with respect to any Person, the possession, directly or indirectly, of 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.

(b) "Board" means the board of directors of the Sponsor.

(c) "Cash Right" means any right to receive cash in lieu of Shares granted under the Plan and described in Paragraph 3(a)(iii).

(d) "Cause" means:

(i) for an employee of a Company, a finding by the Committee, after full consideration of the facts presented on behalf of both the Company and the employee, that the employee has breached his employment contract with a Company, has disclosed trade secrets of a Company or has been engaged in any sort of disloyalty to a Company, including, without limitation, fraud, embezzlement, theft, commission of a felony or proven dishonesty in the course of his employment.

(ii) for a Non-Employee Director, a finding by the Committee, after full consideration of the facts presented on behalf of both the Company and the Director, that such Non-Employee Director has disclosed trade secrets of a Company, or has been engaged in any sort of disloyalty to a Company, including, without limitation, fraud, embezzlement, theft, commission of a felony or proven dishonesty in the course of his service as a Non-Employee Director.

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(e) "Change of Control" means any transaction or series of transactions as a result of which any Person who was a Third Party immediately before such transaction or series of transactions owns then-outstanding securities of the Sponsor having more than 50 percent of the voting power for the election of directors of the Sponsor.

(f) "Code" means the Internal Revenue Code of 1986, as amended.

(g) "Comcast Plan" means any restricted stock, stock bonus, stock option or other compensation plan, program or arrangement established or maintained by the Company or an Affiliate, including but not limited to this Plan, the Comcast Corporation 1997 Deferred Stock Option Plan, the Comcast Corporation 1990 Restricted Stock Plan and the Comcast Corporation 1987 Stock Option Plan.

(h) "Committee" means the committee described in Paragraph 5.

(i) "Common Stock" means the Sponsor's Class A Special Common Stock, par value, \$1.00.

(j) "Company" means the Sponsor, Jones Intercable, Inc. and each of the Parent Companies and Subsidiary Companies.

(k) "Date of Grant" means the date as of which an Option is granted.

(l) "Disability" means a disability within the meaning of section 22(e)(3) of the Code.

(m) "Election Date" means the date on which an individual is first elected to the Board as a Non-Employee Director, or is elected to the Board as a Non-Employee Director following a period of one year or more during which such individual was not a member of the Board.

(n) "Fair Market Value." If Shares are listed on a stock exchange, Fair Market Value shall be determined based on the last reported sale price of a Share on the principal exchange on which Shares are listed on the last trading day prior to the date of determination, or, if Shares are not so listed, but trades of Shares are reported on the Nasdaq National Market, the last quoted sale price of a Share on the Nasdaq National Market on the last trading day prior to the date of determination.

(o) "Grant Date" means each February 1st after the date of adoption of the Plan by the Board.

(p) "Immediate Family" means an Optionee's spouse and lineal descendants, any trust all beneficiaries of which are any of such persons and any partnership all partners of which are any of such persons.

(q) "Incentive Stock Option" means an Option granted under the Plan, designated by the Committee at the time of such grant as an Incentive Stock Option within the meaning of section 422 of the Code and containing the terms specified herein for Incentive Stock Options; provided, however, that to the extent an Option granted under the Plan and designated by the Committee at the time of grant as an Incentive Stock Option fails to satisfy the requirements for an incentive stock option under section 422 of the Code for any reason, such Option shall be treated as a Non-Qualified Option.

(r) "Non-Employee Director" means an individual who is a member of the Board, and who is not an employee of a Company, including an individual who is a member of the Board and who previously was an employee of a Company.

(s) "Non-Qualified Option" means:

(i) an Option granted under the Plan, designated by the Committee at the time of such grant as a Non-Qualified Option and containing the terms specified herein for Non-Qualified Options; and

(ii) an Option granted under the Plan and designated by the Committee at the time of grant as an Incentive Stock Option, to the extent such Option fails to satisfy the requirements for an incentive stock option under section 422 of the Code for any reason.

(t) "Option" means any stock option granted under the Plan and described in either Paragraph 3(a)(i) or Paragraph 3(a)(ii).

(u) "Optionee" means a person to whom an Option has been granted under the Plan, which Option has not been exercised in full and has not expired or terminated.

(v) "Other Available Shares" means, as of any date, the excess, if any of:

(i) the total number of Shares owned by an Optionee; over

(ii) the sum of:

(a) the number of Shares owned by such Optionee for less than six months; plus

- (b) the number of Shares owned by such Optionee that has, within the preceding six months, been the subject of a withholding certification pursuant to Paragraph 16(b) or any similar withholding certification under any other Comcast Plan; plus
- (c) the number of Shares owned by such Optionee that has, within the preceding six months, been received in exchange for Shares surrendered as payment, in full or in part, of the exercise price for an option to purchase any securities of the Sponsor or an Affiliate under any Comcast Plan, but only to the extent of the number of Shares surrendered; plus
- (d) The number of Shares owned by such Optionee as to which evidence of ownership has, within the preceding six months, been provided to the Company in connection with the crediting of "Deferred Stock Units" to such Optionee's Account under the Comcast Corporation 1997 Deferred Stock Option Plan.

For purposes of this Paragraph 2(v), a Share that is subject to a deferral election pursuant to another Comcast Plan shall not be treated as owned by an Optionee until all conditions to the delivery of such Share have lapsed. For purposes of Paragraphs 7(d), 8(d) and 16(b), the number of Other Available Shares shall be determined separately for the Sponsor's Class A Special Common Stock, par value, \$1.00, and for the Sponsor's Class A Common Stock, par value, \$1.00.

(w) "Outside Director" means a member of the Board who is an "outside director" within the meaning of section 162(m)(4)(C) of the Code and applicable Treasury Regulations issued thereunder.

(x) "Parent Company" means all corporations that, at the time in question, are parent corporations of the Sponsor within the meaning of section 424(e) of the Code.

(y) "Person" means an individual, a corporation, a partnership, an association, a trust or any other entity or organization.

(z) "Plan" means the Comcast Corporation 1996 Stock Option Plan.

(aa) "Roberts Family." Each of the following is a member of the Roberts Family:

(i) Brian L. Roberts;

(ii) a lineal descendant of Brian L. Roberts; or

(iii) a trust established for the benefit of any of Brian L. Roberts and/or a lineal descendant or descendants of Brian L. Roberts.

(bb) "Share" or "Shares" means:

(i) for all purposes of the Plan, a share or shares of Common Stock or such other securities issued by the Sponsor as may be the subject of an adjustment under Paragraph 11.

(ii) solely for purposes of Paragraphs 2(n), 2(v), 7(d), 8(d) and 16(b), the term "Share" or "Shares" also means a share or shares of the Sponsor's Class A Common Stock, par value, \$1.00.

(cc) "Sponsor" means Comcast Corporation, a Pennsylvania corporation, including any successor thereto by merger, consolidation, acquisition of all or substantially all the assets thereof, or otherwise.

(dd) "Subsidiary Companies" means

(i) all corporations that, at the time in question, are subsidiary corporations of the Sponsor within the meaning of section 424(f) of the Code; and

(ii) Jones Intercable, Inc. and all corporations that, at the time in question, are subsidiary corporations of Jones Intercable, Inc. within the meaning of section 424(f) of the Code.

(ee) "Ten Percent Shareholder" means a person who on the Date of Grant owns, either directly or within the meaning of the attribution rules contained in section 424(d) of the Code, stock possessing more than 10% of the total combined voting power of all classes of stock of his employer corporation or of its parent or subsidiary corporations, as defined respectively in sections 424(e) and (f) of the Code, provided that the employer corporation is a Company.

(ff) "Terminating Event" means any of the following events:

(i) the liquidation of the Sponsor; or

(ii) a Change of Control.

(gg) "Third Party" means any Person other than a Company, together with such Person's Affiliates, provided that the term "Third Party" shall not include the Sponsor, an Affiliate of the Sponsor or any member or members of the Roberts Family.

(hh) "1933 Act" means the Securities Act of 1933, as amended.

(ii) "1934 Act" means the Securities Exchange Act of 1934, as amended.

3. Rights To Be Granted

(a) Types of Options and Other Rights Available for Grant. Rights that may be granted under the Plan are:

(i) Incentive Stock Options, which give an Optionee who is an employee of a Company the right for a specified time period to purchase a specified number of Shares for a price not less than the Fair Market Value on the Date of Grant;

(ii) Non-Qualified Options, which give the Optionee the right for a specified time period to purchase a specified number of Shares for a price determined by the Committee; and

(iii) Cash Rights, which give an Optionee the right for a specified time period, and subject to such conditions, if any, as shall be determined by the Committee and stated in the option document, to receive a cash payment of such amount per Share as shall be determined by the Committee and stated in the option document, in lieu of exercising a Non-Qualified Option.

(b) Limit on Grant of Options. The maximum number of Shares for which Options may be granted to any single individual in any calendar year, adjusted as provided in Paragraph 11, shall be 10,000,000 Shares.

(c) Presumption of Incentive Stock Option Status. Each Option granted under the Plan to an employee of a Company is intended to be an Incentive Stock Option, except to the extent any such grant would exceed the limitation of Paragraph 9 and except for any Option specifically designated at the time of grant as an Option that is not an Incentive Stock Option.

4. Shares Subject to Plan

Subject to adjustment as provided in Paragraph 11, not more than 40,000,000 Shares in the aggregate may be issued pursuant to the Plan upon exercise of Options. Shares delivered pursuant to the exercise of an Option may, at the Sponsor's option, be either treasury Shares or Shares originally issued for such purpose. If an Option covering Shares terminates or expires without having been exercised in full, other Options may be granted covering the Shares as to which the Option terminated or expired.

5. Administration of Plan

(a) Committee. The Plan shall be administered by the Subcommittee on Performance Based Compensation of the Compensation Committee of the Board or any other committee or subcommittee designated by the Board, provided that the committee administering the Plan is composed of two or more non-employee members of the Board, each of whom is an Outside Director. Notwithstanding the foregoing, if Non-Employee Directors are granted Options in accordance with the provisions of Paragraph 8, the directors to whom such Options will be granted, the timing of grants of such Options, the Option Price of such Options and the number of Option Shares included in such Options shall be as specifically set forth in Paragraph 8. No member of the Committee shall participate in the resolution of any issue that exclusively involves an Option granted to such member.

(b) Meetings. The Committee shall hold meetings at such times and places as it may determine. Acts approved at a meeting by a majority of the members of the Committee or acts approved in writing by the unanimous consent of the members of the Committee shall be the valid acts of the Committee.

(c) Exculpation. No member of the Committee shall be personally liable for monetary damages for any action taken or any failure to take any action in connection with the administration of the Plan or the granting of Options thereunder unless (i) the member of the Committee has breached or failed to perform the duties of his office, and (ii) the breach or failure to perform constitutes self-dealing, wilful misconduct or recklessness; provided, however, that the provisions of this Paragraph 5(c) shall not apply to the responsibility or liability of a member of the Committee pursuant to any criminal statute.

(d) Indemnification. Service on the Committee shall constitute service as a member of the Board. Each member of the Committee shall be entitled without further act on his part to indemnity from the Sponsor to the fullest extent provided by applicable law and the Sponsor's By-laws in connection with or arising out of any actions, suit or proceeding with respect to the administration of the Plan or the granting of Options thereunder in which he may be involved by reasons of his being or having been a member of the Committee, whether or not he continues to be such member of the Committee at the time of the action, suit or proceeding.

6. Eligibility

(a) Eligible individuals to whom Options may be granted shall be employees, officers or directors of a Company who are selected by the Committee for the grant of Options. Eligible individuals to whom Cash Rights may be granted shall be individuals who are employees of a Company on the Date of Grant. The terms and conditions of Options granted to individuals other than Non-Employee Directors shall be determined by the Committee, subject to Paragraph 7. The terms and conditions of Cash Rights shall be determined by the Committee, subject to Paragraph 7. The terms and conditions of Options granted to Non-Employee Directors shall be determined by the Committee, subject to Paragraph 8.

(b) An Incentive Stock Option shall not be granted to a Ten Percent Shareholder except on such terms concerning the option price and term as are provided in Paragraph 7(b) and 7(g) with respect to such a person. An Option designated as Incentive Stock Option granted to a Ten Percent Shareholder but which does not comply with the requirements of the preceding sentence shall be treated as a Non-Qualified Option. An Option designated as an Incentive Stock Option shall be treated as a Non-Qualified Option if (i) the Optionee is not an employee of a Company on the Date of Grant or (ii) the only Company by which the Optionee is employed on the Date of Grant is an entity described in Paragraph 2(dd)(ii).

7. Option Documents and Terms - In General

All Options granted to Optionees other than Non-Employee Directors shall be evidenced by option documents. The terms of each such option document shall be determined from time to time by the Committee, consistent, however, with the following:

(a) Time of Grant. All Options shall be granted within 10 years from the earlier of (i) the date of adoption of the Plan by the Board, or (ii) approval of the Plan by the shareholders of the Sponsor.

(b) Option Price. The option price per Share with respect to any Option shall be determined by the Committee, provided, however, that with respect to any Incentive Stock Options, the option price per share shall not be less than 100% of the Fair Market Value of such Share on the Date of Grant, and provided further that with respect to any Incentive Stock Options granted to a Ten Percent Shareholder, the option price per Share shall not be less than 110% of the Fair Market Value of such Share on the Date of Grant.

(c) Restrictions on Transferability. No Option granted under this Paragraph 7 shall be transferable otherwise than by will or the laws of descent and distribution and, during the lifetime of the Optionee, shall be exercisable only by him or for his benefit by his attorney-in-fact or guardian; provided that the Committee may, in its discretion, at the time of grant of a Non-Qualified Option or by amendment of an option document for an Incentive Stock Option or a Non-Qualified Option, provide that Options granted to or held by an Optionee may

be transferred, in whole or in part, to one or more transferees and exercised by any such transferee; provided further that (i) any such transfer is without consideration and (ii) each transferee is a member of such Optionee's Immediate Family; and provided further that any Incentive Stock Option granted pursuant to an option document which is amended to permit transfers during the lifetime of the Optionee shall, upon the effectiveness of such amendment, be treated thereafter as a Non-Qualified Option. No transfer of an Option shall be effective unless the Committee is notified of the terms and conditions of the transfer and the Committee determines that the transfer complies with the requirements for transfers of Options under the Plan and the option document. Any person to whom an Option has been transferred may exercise any Options only in accordance with the provisions of Paragraph 7(g) and this Paragraph 7(c).

(d) Payment Upon Exercise of Options. Full payment for Shares purchased upon the exercise of an Option shall be made in cash, by certified check payable to the order of the Sponsor, or, at the election of the Optionee and as the Committee may, in its sole discretion, approve, by surrendering Shares with an aggregate Fair Market Value equal to the aggregate option price, or by delivering such combination of Shares and cash as the Committee may, in its sole discretion, approve; provided, however, that Shares may be surrendered in satisfaction of the option price only if the Optionee certifies in writing to the Sponsor that the Optionee owns a number of Other Available Shares as of the date the Option is exercised that is at least equal to the number of Shares to be surrendered in satisfaction of the Option Price; provided further, however, that the option price may not be paid in Shares if the Committee determines that such method of payment would result in liability under section 16(b) of the 1934 Act to an Optionee. Except as otherwise provided by the Committee, if payment is made in whole or in part in Shares, the Optionee shall deliver to the Sponsor certificates registered in the name of such Optionee representing Shares legally and beneficially owned by such Optionee, free of all liens, claims and encumbrances of every kind and having a Fair Market Value on the date of delivery that is not greater than the option price accompanied by stock powers duly endorsed in blank by the record holder of the Shares represented by such certificates. If the Committee, in its sole discretion, should refuse to accept Shares in payment of the option price, any certificates representing Shares which were delivered to the Sponsor shall be returned to the Optionee with notice of the refusal of the Committee to accept such Shares in payment of the option price. The Committee may impose such limitations and prohibitions on the use of Shares to exercise an Option as it deems appropriate.

(e) Issuance of Certificate Upon Exercise of Options; Payment of Cash. Only whole Shares shall be issuable upon exercise of Options. Any right to a fractional Share shall be satisfied in cash. Upon satisfaction of the conditions of Paragraph 10, a certificate for the number of whole Shares and a check for the Fair Market Value on the date of exercise of any fractional Share to which the Optionee is entitled shall be delivered to such Optionee by the Sponsor.

(f) Termination of Employment. For purposes of the Plan, a transfer of an employee between two employers, each of which is a Company, shall not be deemed a termination of employment. For purposes of Paragraph 7(g), an Optionee's termination of employment shall be deemed to occur on the date an Optionee ceases to serve as an active employee of a Company, as determined by the Committee in its sole discretion, or, if the Optionee is a party to an employment agreement with a Company, on the effective date of the Optionee's termination of employment as determined under such agreement.

(g) Periods of Exercise of Options. An Option shall be exercisable in whole or in part at such time or times as may be determined by the Committee and stated in the option document, provided, however, that if the grant of an Option would be subject to section 16(b) of the 1934 Act, unless the requirements for exemption therefrom in Rule 16b-3(c)(1), under such Act, or any successor provision, are met, the option document for such Option shall provide that such Option is not exercisable until not less than six months have elapsed from the Date of Grant. Except as otherwise provided by the Committee in its discretion, no Option shall first become exercisable following an Optionee's termination of employment for any reason; provided further, that:

(i) In the event that an Optionee terminates employment with the Company for any reason other than death or Cause, any Option held by such Optionee and which is then exercisable shall be exercisable for a period of 90 days following the date the Optionee terminates employment with the Company (unless a longer period is established by the Committee); provided, however, that if such termination of employment with the Company is due to the Disability of the Optionee, he shall have the right to exercise those of his Options which are then exercisable for a period of one year following such termination of employment (unless a longer period is established by the Committee); provided, however, that in no event shall an Incentive Stock Option be exercisable after five years from the Date of Grant in the case of a grant to a Ten Percent Shareholder, nor shall any other Option be exercisable after ten years from the Date of Grant.

(ii) In the event that an Optionee terminates employment with the Company by reason of his death, any Option held at death by such Optionee which is then exercisable shall be exercisable for a period of one year from the date of death (unless a longer period is established by the Committee) by the person to whom the rights of the Optionee shall have passed by will or by the laws of descent and distribution; provided, however, that in no event shall an Incentive Stock Option be exercisable after five years from the Date of Grant in the case of a grant to a Ten Percent Shareholder, nor shall any other Option be exercisable after ten years from the Date of Grant.

(iii) In the event that an Optionee's employment with the Company is terminated for Cause, each unexercised Option held by such Optionee shall terminate and cease to be exercisable; provided further, that in such event, in addition to immediate termination of the Option, the Optionee, upon a determination by the Committee shall automatically forfeit all Shares otherwise subject to delivery upon exercise of an Option but for which the Sponsor has not yet delivered the Share certificates, upon refund by the Sponsor of the option price.

(h) Date of Exercise. The date of exercise of an Option shall be the date on which written notice of exercise, addressed to the Sponsor at its main office to the attention of its Secretary, is hand delivered, telecopied or mailed first class postage prepaid; provided, however, that the Sponsor shall not be obligated to deliver any certificates for Shares pursuant to the exercise of an Option until the Optionee shall have made payment in full of the option price for such Shares. Each such exercise shall be irrevocable when given. Each notice of exercise must (i) specify the Incentive Stock Option, Non-Qualified Option or combination thereof being exercised; and (ii) include a statement of preference (which shall be binding on and irrevocable by the Optionee but shall not be binding on the Committee) as to the manner in which payment to the Sponsor shall be made (Shares or cash or a combination of Shares and cash). Each notice of exercise shall also comply with the requirements of Paragraph 15.

(i) Cash Rights. The Committee may, in its sole discretion, provide in an option document for an eligible Optionee that Cash Rights shall be attached to Non-Qualified Options granted under the Plan. All Cash Rights that are attached to Non-Qualified Options shall be subject to the following terms:

(i) Such Cash Right shall expire no later than the Non- Qualified Option to which it is attached.

(ii) Such Cash Right shall provide for the cash payment of such amount per Share as shall be determined by the Committee and stated in the option document.

(iii) Such Cash Right shall be subject to the same restrictions on transferability as the Non-Qualified Option to which it is attached.

(iv) Such Cash Right shall be exercisable only when such conditions to exercise as shall be determined by the Committee and stated in the option document, if any, have been satisfied.

(v) Such Cash Right shall expire upon the exercise of the Non- Qualified Option to which it is attached.

(vi) Upon exercise of a Cash Right that is attached to a Non- Qualified Option, the Option to which the Cash Right is attached shall expire.

8. Option Documents and Terms - Non-Employee Directors

Options granted pursuant to the Plan to Non-Employee Directors shall be granted, without any further action by the Committee, in accordance with the terms and conditions set forth in this Paragraph 8. Options granted pursuant to Paragraph 8(a) shall be evidenced by option documents. The terms of each such option document shall be consistent with Paragraphs 8(b) through 8(g), as follows:

(a) Grant of Options to Non-Employee Directors. Each Non- Employee Director shall be granted, commencing on the Grant Date next following the adoption of this Plan by the Board and on each successive Grant Date thereafter, a Non-Qualified Option to purchase 5,400 Shares. Notwithstanding the preceding sentence, each newly elected Non- Employee Director:

(i) shall be granted a Non-Qualified Option to purchase 9,000 Shares on the Election Date; and

(ii) shall not be entitled to the grant of an Option hereunder on the Grant Date immediately following the Non-Employee Director's Election Date if such Election Date is within ninety (90) days of the Grant Date.

(b) Option Price. The option price per Share with respect to any Option granted under this Paragraph 8 shall be 100% of the Fair Market Value of such Share on the Grant Date.

(c) Restrictions on Transferability. No Option granted under this Paragraph 8 shall be transferable otherwise than by will or the laws of descent and distribution and, during the lifetime of the Optionee, shall be exercisable only by him or for his benefit by his attorney-in-fact or guardian; provided that the Committee may, in its discretion, at the time of grant of an Option or by amendment of an option document for an Option, provide that Options may be transferred, in whole or in part, to one or more transferees and exercised by any such transferee; provided further that (i) any such transfer is without consideration, and (ii) each transferee is a member of such Optionee's Immediate Family. No transfer of an Option shall be effective unless the Committee is notified of the terms and conditions of the transfer and the Committee determines that the transfer complies with the requirements for transfers of Options under the Plan and the option document. Any person to whom an Option has been transferred may exercise any Options only in accordance with the provisions of Paragraph 8(f) and this Paragraph 8(c).

(d) Payment Upon Exercise of Options. Full payment for Shares purchased upon the exercise of an Option shall be made in cash, by certified check payable to the order of the Sponsor, or, at the election of the Optionee and as the Committee may, in its sole discretion, approve, by surrendering Shares with an aggregate Fair Market Value equal to the aggregate option price, or by delivering such combination of Shares and cash as the Committee may, in its sole discretion, approve; provided, however, that Shares may be surrendered in satisfaction of the option price only if the Optionee certifies in writing to the Sponsor that the Optionee owns a number of Other Available Shares as of the date the Option is exercised that is at least equal to the number of Shares to be surrendered in satisfaction of the Option Price; provided further, however, that the option price may not be paid in Shares if the Committee determines that such method of payment would result in liability under section 16(b) of the 1934 Act to an Optionee. Except as otherwise provided by the Committee, if payment is made in whole or in part in Shares, the Optionee shall deliver to the Sponsor certificates registered in the name of such Optionee representing Shares legally and beneficially owned by such Optionee, free of all liens, claims and encumbrances of every kind and having a Fair Market Value on the date of delivery that is not greater than the option price accompanied by stock powers duly endorsed in blank by the record holder of the Shares represented by such certificates. If the Committee, in its sole discretion, should refuse to accept Shares in payment of the option price, any certificates representing Shares which were delivered to the Sponsor shall be returned to the Optionee with notice of the refusal of the Committee to accept such Shares in payment of the option price. The Committee may impose such limitations and prohibitions on the use of Shares to exercise an Option as it deems appropriate.

(e) Issuance of Certificate Upon Exercise of Options; Payment of Cash. Only whole Shares shall be issuable upon exercise of Options granted under this Paragraph 8. Any right to a fractional Share shall be satisfied in cash. Upon satisfaction of the conditions of Paragraph 10, a certificate for the number of whole Shares and a check for the Fair Market Value on the date of exercise of any fractional Share to which the Optionee is entitled shall be delivered to such Optionee by the Sponsor.

(f) Periods of Exercise of Options. An Option granted under this Paragraph 8 shall not be exercisable for six months after the Date of Grant, and shall then be exercisable in its entirety. No Option shall first become exercisable following an Optionee's termination of service as a Non-Employee Director for any reason; provided further, that:

(i) In the event that an Optionee terminates service as a Non-Employee Director for any reason other than death or Cause, any Option held by such Optionee and which is then exercisable shall be exercisable for a period of 90 days following the date the Optionee terminates service as a Non-Employee Director; provided, however, that if such termination of employment with the Company is due to the Disability of the Optionee, he shall have the right to exercise those of his Options which are then exercisable for a period of one year following the date the Optionee terminates service as a Non-Employee Director;

provided, however, that in no event shall an Option be exercisable after five years from the Grant Date.

(ii) In the event that an Optionee terminates service as a Non-Employee Director by reason of his death, any Option held at death by such Optionee which is then exercisable shall be exercisable for a period of one year from the date of death by the person to whom the rights of the Optionee shall have passed by will or by the laws of descent and distribution; provided, however, that in no event shall an Option be exercisable after five years from the Grant Date.

(iii) In the event that an Optionee's service as a Non-Employee Director is terminated for Cause, each unexercised Option shall terminate and cease to be exercisable; provided further, that in such event, in addition to immediate termination of the Option, the Optionee shall automatically forfeit all Shares otherwise subject to delivery upon exercise of an Option but for which the Sponsor has not yet delivered the Share certificates, upon refund by the Sponsor of the option price.

(g) Date of Exercise. The date of exercise of an Option granted under this Paragraph 8 shall be the date on which written notice of exercise, addressed to the Sponsor at its main office to the attention of its Secretary, is hand delivered, telecopied or mailed first class postage prepaid; provided, however, that the Sponsor shall not be obligated to deliver any certificates for Shares pursuant to the exercise of an Option until the Optionee shall have made payment in full of the option price for such Shares. Each such exercise shall be irrevocable when given. Each notice of exercise must (i) specify the Option being exercised; and (ii) include a statement as to the manner in which payment to the Sponsor shall be made (Shares or cash or a combination of Shares and cash). Each notice of exercise shall also comply with the requirements of Paragraph 15.

9. Limitation on Exercise of Incentive Stock Options.

The aggregate Fair Market Value (determined as of the time Options are granted) of the Shares with respect to which Incentive Stock Options may first become exercisable by an Optionee in any one calendar year under the Plan and any other plan of the Company shall not exceed \$100,000. The limitations imposed by this Paragraph 9 shall apply only to Incentive Stock Options granted under the Plan, and not to any other options or stock appreciation rights. In the event an individual receives an Option intended to be an Incentive Stock Option which is subsequently determined to have exceeded the limitation set forth above, or if an individual receives Options that first become exercisable in a calendar year (whether pursuant to the terms of an option document, acceleration of exercisability or other change in the terms and conditions of exercise or any other reason) that have an aggregate Fair Market Value (determined as of the time the Options are granted) that exceeds the limitations set forth above, the Options in excess of the limitation shall be treated as Non-Qualified Options.

10. Rights as Shareholders

An Optionee shall not have any right as a shareholder with respect to any Shares subject to his Options until the Option shall have been exercised in accordance with the terms of the Plan and the option document and the Optionee shall have paid the full purchase price for the number of Shares in respect of which the Option was exercised and the Optionee shall have made arrangements acceptable to the Sponsor for the payment of applicable taxes consistent with Paragraph 16.

11. Changes in Capitalization

(a) Except as provided in Paragraph 11(b), in the event that Shares are changed into or exchanged for a different number or kind of shares of stock or other securities of the Sponsor, whether through merger, consolidation, reorganization, recapitalization, stock dividend, stock split-up or other substitution of securities of the Sponsor, the Board shall make appropriate equitable anti-dilution adjustments to the number and class of shares of stock available for issuance under the Plan, and subject to outstanding Options, and to the option prices and the amounts payable pursuant to any Cash Rights. Any reference to the option price in the Plan and in option documents shall be a reference to the option price as so adjusted. Any reference to the term "Shares" in the Plan and in option documents shall be a reference to the appropriate number and class of shares of stock available for issuance under the Plan, as adjusted pursuant to this Paragraph 11. The Board's adjustment shall be effective and binding for all purposes of this Plan.

(b) Paragraph 11(a) shall not apply to the number of Shares that become subject to the grant of Options under Paragraph 8(a). Paragraph 11(a) shall apply for the purpose of making appropriate equitable anti-dilution adjustments to Options granted pursuant to Paragraph 8(a) before the effective date of the relevant event giving rise to the adjustment under Paragraph 11(a).

12. Terminating Events

(a) The Sponsor shall give Optionees at least thirty (30) days' notice (or, if not practicable, such shorter notice as may be reasonably practicable) prior to the anticipated date of the consummation of a Terminating Event. Upon receipt of such notice, and for a period of ten (10) days thereafter (or such shorter period as the Board shall reasonably determine and so notify the Optionees), each Optionee shall be permitted to exercise the Option to the extent the Option are then exercisable; provided that, the Sponsor may, by similar notice, require the Optionee to exercise the Option, to the extent the Option is then exercisable, or to forfeit the Option (or portion thereof, as applicable). The Committee may, in its discretion, provide that upon the Optionee's receipt of the notice of a Terminating Event under this Paragraph 12(a), the entire number of Shares covered by Options shall become immediately

exercisable. Upon the close of the period described in this Paragraph 12(a) during which an Option may be exercised in connection with a Terminating Event, such Option (including such portion thereof that is not exercisable) shall terminate to the extent that such Option have not theretofore been exercised.

(b) Notwithstanding Paragraph 12(a), in the event the Terminating Event is not consummated, the Option shall be deemed not to have been exercised and shall be exercisable thereafter to the extent it would have been exercisable if no such notice had been given.

13. Interpretation

The Committee shall have the power to interpret the Plan and to make and amend rules for putting it into effect and administering it. It is intended that the Incentive Stock Options granted under the Plan shall constitute incentive stock options within the meaning of section 422 of the Code, and that Shares transferred pursuant to the exercise of Non-Qualified Options shall constitute property subject to federal income tax pursuant to the provisions of section 83 of the Code. The provisions of the Plan shall be interpreted and applied insofar as possible to carry out such intent.

14. Amendments

The Board or the Committee may amend the Plan from time to time in such manner as it may deem advisable. Nevertheless, neither the Board nor the Committee may, without obtaining approval within twelve months before or after such action by such vote of shareholders as may be required by Pennsylvania law for any action requiring shareholder approval, or by a majority of votes cast at a duly held shareholders' meeting at which a majority of all voting stock is present and voting on such amendment, either in person or in proxy (but not, in any event, less than the vote required pursuant to Rule 16b-3(b) under the 1934 Act) change the class of individuals eligible to receive an Incentive Stock Option, extend the expiration date of the Plan, decrease the minimum option price of an Incentive Stock Option granted under the Plan or increase the maximum number of shares as to which Options may be granted, except as provided in Paragraph 11 hereof. In addition, the provisions of Paragraph 8 that determine (i) which directors shall be granted Options; (ii) the number of Shares subject to Options; (iii) the option price of Shares subject to Options; and (iv) the timing of grants of Options shall not be amended more than once every six months, other than to comport with changes in the Code or the Employee Retirement Income Security Act of 1974, as amended, if applicable. No outstanding Option shall be affected by any such amendment without the written consent of the Optionee or other person then entitled to exercise such Option.

15. Securities Law

(a) In General. The Committee shall have the power to make each grant under the Plan subject to such conditions as it deems necessary or appropriate to comply with the then-existing requirements of the 1933 Act or the 1934 Act, including Rule 16b-3 (or any similar rule) of the Securities and Exchange Commission.

(b) Acknowledgment of Securities Law Restrictions on Exercise. To the extent required by the Committee, unless the Shares subject to the Option are covered by a then current registration statement or a Notification under Regulation A under the 1933 Act, each notice of exercise of an Option shall contain the Optionee's acknowledgment in form and substance satisfactory to the Committee that:

(i) the Shares subject to the Option are being purchased for investment and not for distribution or resale (other than a distribution or resale which, in the opinion of counsel satisfactory to the Sponsor, may be made without violating the registration provisions of the Act);

(ii) the Optionee has been advised and understands that (A) the Shares subject to the Option have not been registered under the 1933 Act and are "restricted securities" within the meaning of Rule 144 under the 1933 Act and are subject to restrictions on transfer and (B) the Sponsor is under no obligation to register the Shares subject to the Option under the 1933 Act or to take any action which would make available to the Optionee any exemption from such registration;

(iii) the certificate evidencing the Shares may bear a restrictive legend; and

(iv) the Shares subject to the Option may not be transferred without compliance with all applicable federal and state securities laws.

(c) Delay of Exercise Pending Registration of Securities. Notwithstanding any provision in the Plan or an option document to the contrary, if the Committee determines, in its sole discretion, that issuance of Shares pursuant to the exercise of an Option should be delayed pending registration or qualification under federal or state securities laws or the receipt of a legal opinion that an appropriate exemption from the application of federal or state securities laws is available, the Committee may defer exercise of any Option until such Shares are appropriately registered or qualified or an appropriate legal opinion has been received, as applicable.

16. Withholding of Taxes on Exercise of Option

(a) Whenever the Company proposes or is required to deliver or transfer Shares in connection with the exercise of an Option, the Company shall have the right to (i) require the recipient to remit to the Sponsor an amount sufficient to satisfy any federal, state and local withholding tax requirements prior to the delivery or transfer of any certificate or certificates for such Shares or (ii) take any action whatever that it deems necessary to protect its interests with respect to tax liabilities. The Sponsor's obligation to make any delivery or transfer of Shares on the exercise of an Option shall be conditioned on the recipient's compliance, to the Sponsor's satisfaction, with any withholding requirement. In addition, if the Committee grants Options or amends option documents to permit Options to be transferred during the life of the Optionee, the Committee may include in such option documents such provisions as it determines are necessary or appropriate to permit the Company to deduct compensation expenses recognized upon exercise of such Options for federal or state income tax purposes.

(b) Except as otherwise provided in this Paragraph 16(b), any tax liabilities incurred in connection with the exercise of an Option under the Plan other than an Incentive Stock Option shall be satisfied by the Sponsor's withholding a portion of the Shares underlying the Option exercised having a Fair Market Value approximately equal to the minimum amount of taxes required to be withheld by the Sponsor under applicable law, unless otherwise determined by the Committee with respect to any Optionee. Notwithstanding the foregoing, the Committee may permit an Optionee to elect one or both of the following: (i) to have taxes withheld in excess of the minimum amount required to be withheld by the Sponsor under applicable law; provided that the Optionee certifies in writing to the Sponsor that the Optionee owns a number of Other Available Shares having a Fair Market Value that is at least equal to the Fair Market Value of Option Shares to be withheld by the Company for the then-current exercise on account of withheld taxes in excess of such minimum amount, and (ii) to pay to the Sponsor in cash all or a portion of the taxes to be withheld upon the exercise of an Option. In all cases, the Shares so withheld by the Company shall have a Fair Market Value that does not exceed the amount of taxes to be withheld minus the cash payment, if any, made by the Optionee. Any election pursuant to this Paragraph 16(b) must be in writing made prior to the date specified by the Committee, and in any event prior to the date the amount of tax to be withheld or paid is determined. An election pursuant to this Paragraph 16(b) may be made only by an Optionee or, in the event of the Optionee's death, by the Optionee's legal representative. No Shares withheld pursuant to this Paragraph 16(b) shall be available for subsequent grants under the Plan. The Committee may add such other requirements and limitations regarding elections pursuant to this Paragraph 16(b) as it deems appropriate.

(c) Except as otherwise provided in this Paragraph 16(c), any tax liabilities incurred in connection with the exercise of an Incentive Stock Option under the Plan shall be satisfied by the Optionee's payment to the Sponsor in cash all of the taxes to be withheld upon exercise of the Incentive Stock Option. Notwithstanding the foregoing, the Committee may permit an Optionee to elect to have the Sponsor withhold a portion of the Shares underlying the

Incentive Stock Option exercised having a Fair Market Value approximately equal to the minimum amount of taxes required to be withheld by the Sponsor under applicable law. Any election pursuant to this Paragraph 16(c) must be in writing made prior to the date specified by the Committee, and in any event prior to the date the amount of tax to be withheld or paid is determined. An election pursuant to this Paragraph 16(c) may be made only by an Optionee or, in the event of the Optionee's death, by the Optionee's legal representative. No Shares withheld pursuant to this Paragraph 16(c) shall be available for subsequent grants under the Plan. The Committee may add such other requirements and limitations regarding elections pursuant to this Paragraph 16(c) as it deems appropriate.

17. Effective Date and Term of Plan

This amendment and restatement of the Plan is effective as of June 21, 1999, provided that the amendments to Paragraphs 2(j), 2(x) and 2(dd) to permit employees, officers and directors of Jones Intercable, Inc. and its parent and subsidiary corporations to become eligible to receive option grants under the Plan shall be effective as of May 3, 1999. The Plan shall expire no later than March 13, 2006, the tenth anniversary of the date the Plan was initially adopted by the Board, unless sooner terminated by the Board.

18. General

Each Option shall be evidenced by a written instrument containing such terms and conditions not inconsistent with the Plan as the Committee may determine. The issuance of Shares on the exercise of an Option shall be subject to all of the applicable requirements of the corporation law of the Sponsor's state of incorporation and other applicable laws, including federal or state securities laws, and all Shares issued under the Plan shall be subject to the terms and restrictions contained in the Articles of Incorporation and By-Laws of the Sponsor, as amended from time to time.

Executed as of the 21st day of June, 1999.

COMCAST CORPORATION

BY: /s/ Stanley Wang

ATTEST: /s/ Arthur Block

COMCAST CORPORATION
1996 DEFERRED COMPENSATION PLAN

(As Amended and Restated, Effective June 21, 1999)

1. ESTABLISHMENT OF PLAN

COMCAST CORPORATION, a Pennsylvania corporation, hereby amends and restates the Comcast Corporation 1996 Deferred Compensation Plan (the "Plan"), effective as of June 21, 1999. The Plan was adopted effective as of August 15, 1996, to permit outside directors and eligible employees to defer the receipt of compensation otherwise payable to such outside directors and eligible employees in accordance with the terms of the Plan. The Plan is a continuation of the Prior Plan, which was initially effective as of February 12, 1974. The Plan is unfunded and is maintained primarily for the purpose of providing deferred compensation to outside directors and to a select group of management or highly compensated employees.

2. DEFINITIONS

2.1 "Account" means the bookkeeping accounts established pursuant to Section 5.1 and maintained by the Administrator in the names of the respective Participants, to which all amounts deferred and earnings allocated under the Plan shall be credited, and from which all amounts distributed under the Plan shall be debited.

2.2 "Active Participant" means:

2.2.1 Each Participant who is in active service as an Outside Director; and

2.2.2 Each Participant who is actively employed by a Participating Company as an Eligible Employee.

2.3 "Administrator" means the Committee.

2.4 "Affiliate" means, with respect to any Person, any other Person that, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, the term "control," including its correlative terms "controlled by" and "under common control with," mean, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management

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and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

2.5 "Annual Rate of Pay" means, as of any date, an employee's annualized base pay rate. An employee's Annual Rate of Pay shall not include sales commissions or other similar payments or awards.

2.6 "Applicable Interest Rate" means:

2.6.1 Except as otherwise provided in Section 2.6.2, the Applicable Interest Rate means 12% per annum, compounded annually as of the last day of the Plan Year.

2.6.2 Except to the extent otherwise required by Section 9.2, effective for the period extending from a Participant's employment termination date to the date the Participant's Account is distributed in full, the Administrator, in its sole discretion, may designate the term "Applicable Interest Rate" for such Participant's Account to mean the lesser of (1) the rate in effect under Section 2.6.1 or (2) the Prime Rate plus one percent, compounded annually as of the last day of the Plan Year. Notwithstanding the foregoing, the Administrator may delegate its authority to determine the Applicable Interest Rate under this Section 2.6.2 to an officer of the Company or committee of two or more officers of the Company.

2.7 "Board" means the Board of Directors of the Company, or the Executive Committee of the Board of Directors of the Company.

2.8 "Change of Control" means any transaction or series of transactions as a result of which any Person who was a Third Party immediately before such transaction or series of transactions directly or indirectly owns then-outstanding securities of the Company having more than 50 percent of the voting power for the election of directors of the Company.

2.9 "Committee" means the Subcommittee on Performance Based Compensation of the Compensation Committee of the Board of Directors of the Company.

2.10 "Company" means Comcast Corporation, a Pennsylvania corporation, including any successor thereto by merger, consolidation, acquisition of all or substantially all the assets thereof, or otherwise.

2.11 "Company Stock" means Comcast Corporation Class A Special Common Stock, par value, \$1.00, including a fractional share, or such other securities issued by Comcast

Corporation as may be the subject to adjustment in the event that shares of Company Stock are changed into or exchanged for a different number or kind of shares of stock or other securities of the Company, whether through merger, consolidation, reorganization, recapitalization, stock dividend, stock split-up or other substitution of securities of the Company. In such event, the Committee shall make appropriate equitable anti-dilution adjustments to the number and class of hypothetical shares of Company Stock credited to Participants' Accounts under the Company Stock Fund. Any reference to the term "Company Stock" in the Plan shall be a reference to the appropriate number and class of shares of stock as adjusted pursuant to this Section 2.12. The Committee's adjustment shall be effective and binding for all purposes of the Plan.

2.12 "Company Stock Fund" means a hypothetical investment fund pursuant to which income, gains and losses are credited to a Participant's Account as if the Account, to the extent deemed invested in the Company Stock Fund, were invested in hypothetical shares of Company Stock, and all dividends and other distributions paid with respect to Company Stock were held uninvested in cash, and reinvested in additional hypothetical shares of Company Stock as of the next succeeding December 31 (to the extent the Account continues to be deemed invested in the Company Stock Fund through such December 31), based on the Fair Market Value for such December 31.

2.13 "Compensation" means:

- 2.13.1 In the case of an Outside Director, the total cash remuneration for services as a member of the Board and as a member of any Committee of the Board; and
- 2.13.2 In the case of an Eligible Employee, the total cash remuneration for services payable by a Participating Company, excluding sales commissions or other similar payments or awards.

2.14 "Deceased Participant" means:

2.14.1 A Participant whose employment, or, in the case of a Participant who was an Outside Director, a Participant whose service as an Outside Director, is terminated by death; or

2.14.2 An Inactive Participant who dies following termination of active service.

2.15 "Disabled Participant" means:

2.15.1 A Participant whose employment or, in the case of a Participant who is an Outside Director, a Participant whose service as an Outside Director, is terminated by reason of disability;

2.15.2 An Inactive Participant who becomes disabled (as determined by the Committee) following termination of active service; or

2.15.3 The duly-appointed legal guardian of an individual described in Section 2.15.1 or 2.15.2 acting on behalf of such individual.

2.16 "Election" means a written election on a form provided by the Administrator, filed with the Administrator in accordance with Article 3, pursuant to which an Outside Director or an Eligible Employee may:

2.16.1 Elect to defer all or any portion of the Compensation payable for the performance of services as an Outside Director or as an Eligible Employee following the time that such election is filed;

2.16.2 Designate the time that part or all of the Account shall be distributed; and

2.16.3 Designate the manner in which income, gains and losses will be credited to the Account.

2.17 "Eligible Employee" means:

2.17.1 Each employee of a Participating Company who, as of December 31, 1989, was eligible to participate in the Prior Plan;

2.17.2 Each employee of a Participating Company who was, at any time before January 1, 1995, eligible to participate in the Prior Plan and whose Annual Rate of Pay is \$90,000 or more as of both (1) the date on which an Election with respect to the deferral of Compensation is filed with the Administrator and (2) the first day of each calendar year beginning after December 31, 1994.

2.17.3 Each employee of a Participating Company whose Annual Rate of Pay is \$125,000 or more as of both (1) the date on which an Election is filed with the Administrator and (2) the first day of the Plan Year in which such Election is filed.

2.17.4 Each employee of a Participating Company who has a title at or above the level of vice president, whose Annual Rate of Pay is \$100,000 or more as of both (1) the date on which an Election is filed with the Administrator and (2) the first day of the Plan Year in which such Election is filed.

- 2.17.5 Each New Key Employee.
- 2.17.6 Each other employee of a Participating Company who is designated by the Committee, in its discretion, as an Eligible Employee.
- 2.18 "Fair Market Value."
 - 2.18.1 If shares of Company Stock are listed on a stock exchange, Fair Market Value shall be determined based on the last reported sale price of a Share on the principal exchange on which Shares are listed on the last trading day prior to the date of determination; or
 - 2.18.2 If shares of Company Stock are not so listed, but trades of Shares are reported on the Nasdaq National Market, the last quoted sale price of a share on the Nasdaq National Market on the last trading day prior to the date of determination.
 - 2.18.3 If shares of Company Stock are not so listed nor trades of Shares so reported, Fair Market value shall be determined by the Committee in good faith.

2.19 "Former Eligible Employee" means an employee of a Participating Company who, as of any relevant date, does not satisfy the requirements of an "Eligible Employee" but who previously met such requirements under the Plan or the Prior Plan.

2.20 "Grandfathered Participant" means an Inactive Participant who, on or before December 31, 1991, entered into a written agreement with the Company to terminate service to the Company or gives written notice of intention to terminate service to the Company, regardless of the actual date of termination of service.

2.21 "Hardship" means a Participant's serious financial hardship, as determined by the Board on a uniform and nondiscriminatory basis pursuant to the Participant's request under Section 7.3.

2.22 "Inactive Participant" means each Participant who is not in active service as an Outside Director and is not actively employed by a Participating Company.

2.23 "Income Fund" means a hypothetical investment fund pursuant to which income, gains and losses are credited to a Participant's Account as if the Account, to the extent deemed invested in the Income Fund, were credited with interest at the Applicable Interest Rate.

2.24 "Insider" means an Eligible Employee or Outside Director who is subject to the short-swing profit recapture rules of section 16(b) of the Securities Exchange Act of 1934, as amended.

2.25 "New Key Employee" means:

- 2.25.1 Each employee of a Participating Company hired on or after August 15, 1996 whose Annual Rate of Pay on his date of hire is \$125,000 or more;
- 2.25.2 Each employee of a Participating Company hired on or after June 21, 1999 who has a title at or above the level of vice president and whose Annual Rate of Pay on his date of hire is \$100,000 or more; and
- 2.25.3 Each employee of a Participating Company who first becomes an Eligible Employee as a result of the amendment of the Plan effective June 21, 1999.

2.26 "Normal Retirement" means:

- 2.26.1 For a Participant who is an employee of a Participating Company immediately preceding his termination of employment, a termination of employment that is treated by the Participating Company as a retirement under its employment policies and practices as in effect from time to time; and
- 2.26.2 For a Participant who is an Outside Director immediately preceding his termination of service, his normal retirement from the Board.

2.27 "Outside Director" means a member of the Board, or a member of the board of directors of Jones Intercable, Inc., who is not an employee of a Participating Company.

2.28 "Parent Company" means all corporations that, at the time in question, are parent corporations of the Company within the meaning of section 424(e) of the Code.

2.29 "Participant" means each individual who has made an Election, and who has an undistributed amount credited to an Account under the Plan, including an Active Participant, a Deceased Participant, a Disabled Participant, a Grandfathered Participant and an Inactive Participant.

2.30 "Participating Company" means:

- 2.30.1 the Company;
- 2.30.2 Comcast Cable Communications, Inc. and its subsidiaries;
- 2.30.3 Comcast International Holdings, Inc.;
- 2.30.4 Comcast Online Communications, Inc.;
- 2.30.5 Comcast Telecommunications, Inc.;

2.30.6 Jones Intercable, Inc. and its subsidiaries; and

2.30.7 any other entities identified in the discretion of the Subcommittee.

2.31 "Person" means an individual, a corporation, a partnership, an association, a trust or any other entity or organization.

2.32 "Plan" means the Comcast Corporation 1996 Deferred Compensation Plan, as set forth herein, and as may be amended from time to time.

2.33 "Plan Year" means the calendar year.

2.34 "Prime Rate" means the annual rate of interest identified by PNC Bank as its prime rate as of a Participant's employment termination date and as of the first day of each calendar year beginning thereafter.

2.35 "Prior Plan" means the Comcast Corporation Deferred Compensation Plan.

2.36 "Retired Participant" means a Participant who has terminated service pursuant to a Normal Retirement.

2.37 "Roberts Family." Each of the following is a member of the Roberts Family:

- 2.37.1 Brian L. Roberts;
- 2.37.2 A lineal descendant of Brian L. Roberts; or
- 2.37.3 A trust established for the benefit of any of Brian L. Roberts and/or a lineal descendant or descendants of Brian L. Roberts.

2.38 "Severance Pay" means any amount identified by a Participating Company as severance pay, or any amount which is payable on account of periods beginning after the last date on which an employee (or former employee) is required to report for work for a Participating Company.

2.39 "Subsidiary Companies" means all corporations that, at the time in question, are subsidiary corporations of the Company within the meaning of section 424(f) of the Code.

2.40 "Terminating Event" means any of the following events:

2.40.1 The liquidation of the Company; or

2.40.2 A Change of Control.

2.41 "Third Party" means any Person, together with such Person's Affiliates, provided that the term "Third Party" shall not include the Company, an Affiliate of the Company or any member or members of the Roberts Family.

3. ELECTION TO DEFER COMPENSATION

3.1 Elections. Each Outside Director and Eligible Employee shall have the right to defer all or any portion of the Compensation (including bonuses, if any) which he or she shall receive in the following Plan Year by filing an Election at the time and in the manner described in this Article 3; provided that Severance Pay shall be included as "Compensation" for purposes of this Section 3.1 only to the extent permitted by the Administrator in its sole discretion. The amount of Compensation deferred by a Participant for a Plan Year pursuant to an Election shall be withheld on a pro-rata basis from each periodic installment payment of the Participant's Compensation for the Plan Year (in accordance with the general pay practices of the Participating Companies), and credited to the Participant's Account in accordance with Section 5.1. Except to the extent permitted by the Administrator in its sole discretion, no Election filed by a Former Eligible Employee shall be valid or effective.

3.2 Filing of Elections. An Election to defer all or any portion of the Compensation payable for the performance of services as an Outside Director or as an Eligible Employee shall be made on the form provided by the Administrator for this purpose. Except as provided in Section 3.3, no such Election shall be effective unless it is filed with the Administrator on or before the close of business on December 31 of the Plan Year preceding the Plan Year to which the Election applies.

3.3 Filing of Elections by New Key Employees. Notwithstanding Section 3.1 and Section 3.2, a New Key Employee may elect to defer all or any portion of his or her compensation to be earned in the Plan Year in which the New Key Employee was hired,

beginning with the payroll period next following the filing of an Election with the Administrator and before the close of such Plan Year by making and filing the Election with the Administrator within 30 days of such New Key Employee's date of hire. Elections by such New Key Employee for succeeding Plan Years shall be made in accordance with Section 3.1 and Section 3.2.

3.4 Plan Years to which Elections May Apply. A separate Election may be made for each Plan Year as to which an Outside Director or Eligible Employee desires to defer all or any portion of his or her Compensation, but the failure of an Outside Director or Eligible Employee to make an Election for any Plan Year shall not affect such Employee's right to make an Election for any other Plan Year.

3.5 Election of Distribution Date. Each Participant who elects to defer all or any portion of his or her Compensation for any Plan Year shall, on the Election, also elect the time of payment and form of distribution of the amount of the deferred Compensation to which the particular Election relates; provided, however, that, subject to acceleration pursuant to Section 3.6.3, Section 3.6.4, Section 7.1, Section 7.2 or Section 7.3, no distribution may commence earlier than January 2nd of the second calendar year beginning after the date the Election is filed with the Administrator, nor later than January 2nd of the eleventh calendar year beginning after the date the Election is filed with the Administrator. Each Participant may select a form of distribution in accordance with Article 4.

3.6 Designation of Payment Date.

3.6.1 The designation of the time for distribution of benefits to begin under the Plan may vary with each separate Election, provided that except as otherwise provided in Section 3.6.3 or 3.6.4, no portion of a Participant's Account subject to distribution in installments pursuant to Section 4.1.2 or Section 4.1.3 may be deferred to a later date after such distribution has begun.

3.6.2 Each Active Participant who has previously elected to receive a distribution of part or all of his or her Account, or who, pursuant to this Section 3.6.2, has elected to defer payment for an additional period from the originally-elected payment date, may elect to change the form of distribution or defer the time of payment of such amount to begin for a minimum of one and a maximum of ten additional years from the previously-elected payment date, by filing an Election with the Administrator on or before the close of business on June 30 of the Plan Year preceding the Plan Year in which the distribution would otherwise be made, provided that an Election applicable to the 1997 Plan Year shall not be effective unless it is filed with the Administrator on or before the close of business on October 15, 1996.

- 3.6.3 A Deceased Participant's estate or beneficiary to whom the right to payment under the Plan shall have passed may elect to change the form of distribution from the form of distribution that payment of the Deceased Participant's Account would otherwise be made, and
- 3.6.3.1 Defer the time of payment of the Deceased Participant's Account to begin for a minimum of one additional year from the date payment would otherwise begin (provided that if an Election is made pursuant to this Section 3.6.3.1, the Deceased Participant's Account shall be distributed in full on or before the fifth anniversary of the Deceased Participant's death); or
- 3.6.3.2 Accelerate the time of payment of such amount to begin from the date payment would otherwise be made to January 2nd of the calendar year beginning after the Deceased Participant's death.

An Election pursuant to this Section 3.6.3 must be filed with the Administrator on or before the close of business on (i) the June 30 following the Participant's death on or before May 1 of a calendar year, (ii) the 60th day following the Participant's death after May 1 and before November 2 of a calendar year or (iii) the December 31 following the Participant's death after November 1 of a calendar year. Such estate or beneficiary, as applicable, shall be entitled to one and only one Election pursuant to this Section 3.6.3 with respect to a Participant's Account, but shall otherwise be treated as the Participant for all other purposes of the Plan.

3.6.4 A Disabled Participant may elect to:

- 3.6.4.1 Change the form of distribution from the form of distribution that payment of the Disabled Participant's Account would otherwise be made; and
- 3.6.4.2 Accelerate the time of payment of the Disabled Participant's Account to begin from the date payment would otherwise be made to January 2nd of the calendar year beginning after the Participant became disabled.

An Election pursuant to this Section 3.6.4 must be filed with the Administrator on or before the close of business on the later of (i) the June 30 following the date the Participant becomes a Disabled

Participant if the Participant becomes a Disabled Participant on or before May 1 of a calendar year, (ii) the 60th day following the date the Participant becomes a Disabled Participant if the Participant becomes a Disabled Participant after May 1 and before November 2 of a calendar year or (iii) the December 31 following the date the Participant becomes a Disabled Participant if the Participant becomes a Disabled Participant after November 1 of a calendar year.

3.6.5 A Retired Participant may elect to:

3.6.5.1 Change the form of distribution from the form of distribution that payment of the Retired Participant's Account would otherwise be made, and

3.6.5.2 Defer the time of payment of the Retired Participant's Account to begin for a minimum of one additional year from the date payment would otherwise begin (provided that if an Election is made pursuant to this Section 3.6.5.2, the Retired Participant's Account shall be distributed in full on or before the fifth anniversary of the Retired Participant's Normal Retirement).

An Election pursuant to this Section 3.6.5 must be filed with the Administrator on or before the close of business on the later of (i) the June 30 following the Participant's Normal Retirement on or before May 1 of a calendar year, (ii) the 60th day following the Participant's Normal Retirement after May 1 and before November 2 of a calendar year or (iii) the December 31 following a Participant's Normal Retirement after November 1 of a calendar year.

3.6.6 Except as provided in Section 3.6.4, Section 3.6.5 or Section 3.6.7, or if permitted by the Administrator in its sole discretion pursuant to this Section 3.6.6, no Inactive Participant who has previously elected to receive a distribution of part or all of his her Account, or who, pursuant to this Section 3.6.6, has elected to defer payment for an additional period from the originally elected payment date, may elect to defer the payment of such amount to any subsequent date. An Inactive Participant, if permitted by the Administrator in its sole discretion, may elect to defer the payment of such amount for a minimum of one and a maximum of ten additional years from the previously-elected payment date, but not later than the date

permitted by the Administrator, by filing an Election with the Administrator on or before the close of business on June 30 of the Plan Year preceding the Plan Year in which the distribution would otherwise be made.

- 3.6.7 Except as provided in Section 3.6.4 or Section 3.6.6, no Grandfathered Participant who has previously elected to receive a distribution of part or all of his or her Account, or who, pursuant to this Section 3.6, has elected to defer payment for an additional period from the originally-elected payment date, may elect to defer the payment of such amount to any subsequent date.
- 3.6.8 Subject to acceleration pursuant to Section 3.6.3, Section 3.6.4, Section 7.1, Section 7.2 or Section 7.3, no distribution of the amounts deferred by a Participant for any Plan Year shall be made before the payment date designated by the Participant on the most recently filed Election with respect to such deferred amounts. Distribution of the amounts deferred for any Plan Year by a Participant (other than a Grandfathered Participant and an Inactive Participant who makes an Election under Section 3.6.5) who ceases to be an Active Participant shall be made on the payment date designated by the Participant on the last Election filed with respect to such deferred amounts before the Participant ceased to be an Active Participant.

3.7 Distribution in Full Upon Terminating Event. The Company shall give Participants at least thirty (30) days' notice (or, if not practicable, such shorter notice as may be reasonably practicable) prior to the anticipated date of the consummation of a Terminating Event. The Committee may, in its discretion, provide in such notice that notwithstanding any other provision of the Plan or the terms of any Election, upon the consummation of a Terminating Event, the Account balance of each Participant shall be distributed in full.

4. FORMS OF DISTRIBUTION

4.1 Forms of Distribution. Amounts credited to an Account shall be distributed, pursuant to an Election, from among the following forms of distribution:

- 4.1.1 A lump sum payment.
- 4.1.2 Substantially equal annual installments over a five (5), ten (10) or fifteen (15) year period.

- 4.1.3 Substantially equal monthly installments over a period not exceeding fifteen (15) years.

Notwithstanding any Election to the contrary, distributions pursuant to Elections made after December 10, 1996 shall be made in the form of a lump sum payment unless the portion of a Participant's Account subject to distribution pursuant to Section 4.1.2 or Section 4.1.3, as of both the date of the Election and the benefit commencement date, is more than \$10,000.

4.2 Valuation of Account For Purposes of Distribution. The amount of any distribution made pursuant to Section 4.1 shall be based on the value of the Participant's Account on the date of distribution and the applicable distribution period. For this purpose, the value of a Participant's Account shall be calculated by crediting income, gains and losses under the Company Stock Fund and the Income Fund, as applicable, through the date immediately preceding the date of distribution.

5. BOOK ACCOUNTS

5.1 Deferred Compensation Account. A deferred Compensation Account shall be established for each Outside Director and Eligible Employee when such Outside Director or Eligible Employee becomes a Participant. The balance of each Participant's Account as of January 1, 1997 shall include the balance of such Participant's account under the Prior Plan as of December 31, 1996. Compensation deferred pursuant to the Plan shall be credited to the Account on the date such Compensation would otherwise have been payable to the Participant. Income, gains and losses on the balance of the Account shall be credited to the Account as provided in Section 5.2.

5.2 Crediting of Income, Gains and Losses on Accounts.

5.2.1 In General. Except as otherwise provided in this Section 5.2, the Administrator shall credit income, gains and losses with respect to each Participant's Account as if it were invested in the Income Fund.

5.2.2 Investment Fund Elections.

5.2.2.1 Each Active Participant, other than an Active Participant who is an Insider, may elect to have all or any portion of his Account (to the extent credited through the December 31 preceding the effective date of such Election) credited with income, gains and losses as if it were invested in the Company Stock Fund or the Income Fund.

- 5.2.2.2 An investment fund Election shall continue in effect until revoked or superseded, provided that notwithstanding any investment fund Election to the contrary, as of the valuation date (as determined under Section 4.2) for the distribution of all or any portion of a Participant's Account that is subject to distribution in the form of installments described in Section 4.1.2 or 4.1.2, such Account, or portion thereof, shall be deemed invested in the Income Fund (and transferred from the Company Stock Fund to the Income Fund, to the extent necessary) until such Account, or portion thereof, is distributed in full.
- 5.2.2.3 In the absence of an effective Election, a Participant shall be deemed to have elected to have the Account credited with income, gains and losses as if it were invested in the Income Fund.
- 5.2.2.4 Investment fund Elections under this Section 5.2.2 shall be effective as of the first day of each Plan Year beginning on and after January 1, 1997, provided that the election is filed with the Committee on or before the close of business on December 31 of the Plan Year preceding such Plan Year. An Active Participant may only make an investment fund Election with respect to the Participant's accumulated Account as of December 31, and not with respect to Compensation to be deferred for a Plan Year.
- 5.2.2.5 If an Active Participant who was not an Insider becomes an Insider, then, notwithstanding the foregoing, such Active Participant may elect to transfer the portion of his Account, if any, deemed invested in the Company Stock Fund to be deemed invested in the Income Fund, effective as of the first day of any calendar month beginning after such Active Participant becomes an Insider.
- 5.2.2.6 If a Participant ceases to continue in service as an Active Participant, then, notwithstanding any Election to the contrary, such Participant's Account shall be deemed invested in the Income Fund, effective as of the first day of any calendar year beginning after such Participant ceases to continue in service as an Active Participant.

5.2.3 Timing of Credits. Compensation deferred pursuant to the Plan shall be deemed invested in the Income Fund on the date such Compensation would otherwise have been payable to the Participant. Accumulated Account balances subject to an investment fund Election under Section 5.2.2 shall be deemed invested in the applicable investment fund as of the effective date of such Election. The value of amounts deemed invested in the Company Stock Fund shall be based on hypothetical purchases and sales of Company Stock at Fair Market Value as of the effective date of an investment Election.

5.3 Status of Deferred Amounts. Regardless of whether or not the Company is a Participant's employer, all Compensation deferred under this Plan shall continue for all purposes to be a part of the general funds of the Company.

5.4 Participants' Status as General Creditors. Regardless of whether or not the Company is a Participant's employer, an Account shall at all times represent the general obligation of the Company. The Participant shall be a general creditor of the Company with respect to this obligation, and shall not have a secured or preferred position with respect to his or her Accounts. Nothing contained herein shall be deemed to create an escrow, trust, custodial account or fiduciary relationship of any kind. Nothing contained herein shall be construed to eliminate any priority or preferred position of a Participant in a bankruptcy matter with respect to claims for wages.

6. NON-ASSIGNABILITY, ETC.

The right of each Participant in or to any account, benefit or payment hereunder shall not be subject in any manner to attachment or other legal process for the debts of such Participant; and no Account, benefit or payment shall be subject to anticipation, alienation, sale, transfer, assignment or encumbrance.

7. DEATH OR DISABILITY OF PARTICIPANT

7.1 Death of Participant. A Deceased Participant's Account shall be distributed in accordance with the last Election made by the Deceased Participant before the Deceased Participant's death, unless the Deceased Participant's estate or beneficiary to whom the right to payment under the Plan shall have passed timely elects to accelerate or defer the time or change the form of payment pursuant to Section 3.6.3.

7.2 Disability of Participant. A Disabled Participant's Account shall be distributed in accordance with the last Election made by the Disabled Participant before the Disabled Participant's termination of service or date of disability, as applicable, unless the

Disabled Participant timely elects to accelerate the time or change the form of payment pursuant to Section 3.6.4.

7.3 Hardship Distributions. Notwithstanding the terms of an Election, if, at the Participant's request, the Board determines that the Participant has incurred a Hardship, the Board may, in its discretion, authorize the immediate distribution of all or any portion of the Participant's Account.

7.4 Designation of Beneficiaries. Each Participant shall have the right to designate one or more beneficiaries to receive distributions in the event of the Participant's death by filing with the Administrator a beneficiary designation on the form provided by the Administrator for such purpose. The designation of beneficiary or beneficiaries may be changed by a Participant at any time prior to his or her death by the delivery to the Administrator of a new beneficiary designation form. If no beneficiary shall have been designated, or if no designated beneficiary shall survive the Participant, the Participant's estate shall be deemed to be the beneficiary.

8. INTERPRETATION

8.1 Authority of Committee. The Committee shall have full and exclusive authority to construe, interpret and administer this Plan and the Committee's construction and interpretation thereof shall be binding and conclusive on all persons for all purposes.

8.2 Claims Procedure. The Committee shall administer a reasonable claims procedure with respect to the Plan in accordance with Department of Labor Regulation section 2560.503-1, or any successor provision.

9. AMENDMENT OR TERMINATION

9.1 Amendment or Termination. Except as otherwise provided by Section 9.2, the Company, by action of the Board or by action of the Committee, reserves the right at any time, or from time to time, to amend or modify this Plan. The Company, by action of the Board, reserves the right at any time, or from time to time terminate this Plan.

9.2 Amendment of Rate of Credited Earnings. No amendment shall change the Applicable Interest Rate with respect to the portion of a Participant's Account that is attributable to an Election made with respect to Compensation earned in a Plan Year and filed with the Administrator before the date of adoption of such amendment by the Board. For purposes of this Section 9.2, an Election to defer the payment of part or all of an Account for an additional period after a previously-elected payment date (as described in Section 3.6) shall be treated as a separate Election from any previous Election with respect to such Account.

10. MISCELLANEOUS PROVISIONS

10.1 No Right to Continued Employment. Nothing contained herein shall be construed as conferring upon any Participant the right to remain in service as an Outside Director or in the employment of a Participating Company as an executive or in any other capacity.

10.2 Governing Law. This Plan shall be interpreted under the laws of the Commonwealth of Pennsylvania.

11. EFFECTIVE DATE

The effective date of the Plan this amendment and restatement of the Plan shall be June 21, 1999.

IN WITNESS WHEREOF, COMCAST CORPORATION has caused this Plan to be executed by its officers thereunto duly authorized, and its corporate seal to be affixed hereto, as of the 21st day of June, 1999.

COMCAST CORPORATION

BY: /s/ Stanley Wang

ATTEST: /s/ Arthur Block

(As Amended and Restated, Effective June 21, 1999)

1. PURPOSE

The purpose of the Plan is to promote the ability of Comcast Corporation (the "Company") to retain certain key employees and enhance the growth and profitability of the Company by providing the incentive of long-term awards for continued employment and the attainment of performance objectives.

2. DEFINITIONS

(a) "Active Grantee" means each Grantee who is actively employed by a Participating Company.

(b) "Affiliate" means, with respect to any Person, any other person that, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, the term "control," including its correlative terms "controlled by" and "under common control with," mean, with respect to any Person, the possession, directly or indirectly, of 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.

(c) "Award" means an award of Restricted Stock granted under the Plan.

(d) "Board" means the Board of Directors of the Company.

(e) "Change of Control" means any transaction or series of transactions as a result of which any Person who was a Third Party immediately before such transaction or series of transactions directly or indirectly owns then-outstanding securities of the Company having more than 50 percent of the voting power for the election of directors of the Company.

(f) "Code" means the Internal Revenue Code of 1986, as amended.

(g) "Comcast Plan" means any restricted stock, stock bonus, stock option or other compensation plan, program or arrangement established or maintained by the Company or an Affiliate, including but not limited to this Plan, the Comcast Corporation 1997 Deferred Stock Option Plan, the Comcast Corporation 1996 Stock Option Plan and the Comcast Corporation 1987 Stock Option Plan.

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(h) "Committee" means the Subcommittee on Performance Based Compensation of the Compensation Committee of the Board.

(i) "Company" means Comcast Corporation, a Pennsylvania corporation, including any successor thereto by merger, consolidation, acquisition of all or substantially all the assets thereof, or otherwise.

(j) "Date of Grant" means the date on which an Award is granted.

(k) "Deceased Grantee" means:

(i) A Grantee whose employment by a Participating Company is terminated by death; or

(ii) A Grantee who dies following termination of employment by a Participating Company.

(l) "Disabled Grantee" means:

(i) A Grantee whose employment by a Participating Company is terminated by reason of disability;

(ii) A Grantee who becomes disabled (as determined by the Committee) following termination of employment by a Participating Company; or

(iii) The duly-appointed legal guardian of an individual described in Paragraph 2(1)(i) or 2(1)(ii) acting on behalf of such individual.

(m) "Election" means a written election on a form provided by the Committee, filed with the Committee in accordance with Paragraph 8, pursuant to which a Grantee:

(i) Elects, within the time or times specified in Paragraph 8, to defer the distribution date of Restricted Stock;

and

(ii) Designates the distribution date of Restricted Stock.

(n) "Eligible Employee" means a management employee of a Participating Company, as determined by the Committee.

(o) "Grantee" means an Eligible Employee who is granted an Award.

(p) "Normal Retirement" means a Grantee's termination of employment that is treated by the Participating Company as a retirement under its employment policies and practices as in effect from time to time.

(q) "Other Available Shares" means, as of any date, the excess, if any of:

- (i) the total number of Shares owned by a Grantee; over
- (ii) the sum of:
 - (a) the number of Shares owned by such Grantee for less than six months; plus
 - (b) the number of Shares owned by such Grantee that has, within the preceding six months, been the subject of a withholding certification pursuant to Paragraph 9(c)(ii) or any similar withholding certification under any other Comcast Plan; plus
 - (c) the number of Shares owned by such Grantee that has, within the preceding six months, been received in exchange for Shares surrendered as payment, in full or in part, of the exercise price for an option to purchase any securities of the Company or an Affiliate under any Comcast Plan, but only to the extent of the number of Shares surrendered; plus
 - (d) The number of Shares owned by such Grantee as to which evidence of ownership has, within the preceding six months, been provided to the Company in connection with the crediting of "Deferred Stock Units" to such Optionee's Account under the Comcast Corporation 1997 Deferred Stock Option Plan.

For purposes of this Paragraph 2(q), a Share that is subject to a deferral election pursuant to Paragraph 8 or another Comcast Plan shall not be treated as owned by a Grantee until all conditions to the delivery of such Share have lapsed. For purposes of Paragraph 9(c), the number of Other Available Shares shall be determined separately for the Company's Class A Special Common Stock, par value, \$1.00, and for the Company's Class A Common Stock, par value, \$1.00.

(r) "Parent Company" means all corporations that, at the time in question, are parent corporations of the Company within the meaning of section 424(e) of the Code.

(s) "Participating Company" means the Company and each of the Parent Companies and Subsidiary Companies.

(t) "Person" means an individual, a corporation, a partnership, an association, a trust or any other entity or organization.

(u) "Plan" means the Comcast Corporation 1990 Restricted Stock Plan, as set forth herein, and as amended from time to time.

(v) "Plan Year" means the 365-day period (or the 366-day period) extending from January 3 to the next following January 2.

(w) "Restricted Stock" means Shares subject to restrictions as set forth in an Award.

(x) "Retired Grantee" means a Grantee who has terminated employment pursuant to a Normal Retirement.

(y) "Roberts Family." Each of the following is a member of the Roberts Family:

(i) Brian L. Roberts;

(ii) a lineal descendant of Brian L. Roberts; or

(iii) a trust established for the benefit of any of Brian L. Roberts and/or a lineal descendant or descendants of Brian L. Roberts.

(z) "Rule 16b-3" means Rule 16b-3 promulgated under the 1934 Act, as in effect from time to time.

(aa) "Share" or "Shares" means:

(i) for all purposes of the Plan, a share or shares of Class A Special Common Stock, \$1.00 par value, of the Company.

(ii) solely for purposes of Paragraphs 2(q) and 9(c), the term "Share" or "Shares" also means a share or shares of the Company's Class A Common Stock, par value, \$1.00.

(bb) "Subsidiary Companies" means:

(i) all corporations that, at the time in question, are subsidiary corporations of the Sponsor within the meaning of section 424(f) of the Code; and

(ii) Jones Intercable, Inc. and all corporations that, at the time in question, are subsidiary corporations of Jones Intercable, Inc. within the meaning of section 424(f) of the Code.

(cc) "Terminating Event" means any of the following events:

- (i) the liquidation of the Company; or
- (ii) a Change of Control.

(dd) "Third Party" means any Person, together with such Person's Affiliates, provided that the term "Third Party" shall not include the Company, an Affiliate of the Company or any member or members of the Roberts Family.

(ee) "1933 Act" means the Securities Act of 1933, as amended.

(ff) "1934 Act" means the Securities Exchange Act of 1934, as amended.

3. RIGHTS TO BE GRANTED

Rights that may be granted under the Plan are rights to Restricted Stock, which gives the Grantee ownership rights in the Shares subject to the Award, subject to a substantial risk of forfeiture, as set forth in Paragraph 7, and to deferred payment, as set forth in Paragraph 8.

4. SHARES SUBJECT TO THE PLAN

(a) Not more than 4,875,000 Shares in the aggregate may be issued under the Plan pursuant to the grant of Awards, subject to adjustment in accordance with Paragraph 10. The Shares issued under the Plan may, at the Company's option, be either Shares held in treasury or Shares originally issued for such purpose.

(b) If Restricted Stock is forfeited pursuant to the terms of an Award, other Awards with respect to such Shares may be granted.

5. ADMINISTRATION OF THE PLAN

(a) Administration. The Plan shall be administered by the Committee.

(b) Grants. Subject to the express terms and conditions set forth in the Plan, the Committee shall have the power, from time to time, to:

- (i) select those Employees to whom Awards shall be granted under the Plan, to determine the number of Shares to be granted pursuant to each Award, and, pursuant to the provisions of the Plan, to determine the terms and conditions of each Award, including the restrictions applicable to such Shares; and

- (ii) interpret the Plan's provisions, prescribe, amend and rescind rules and regulations for the Plan, and make all other determinations necessary or advisable for the administration of the Plan.

The determination of the Committee in all matters as stated above shall be conclusive.

(c) Meetings. The Committee shall hold meetings at such times and places as it may determine. Acts approved at a meeting by a majority of the members of the Committee or acts approved in writing by the unanimous consent of the members of the Committee shall be the valid acts of the Committee.

(d) Exculpation. No member of the Committee shall be personally liable for monetary damages for any action taken or any failure to take any action in connection with the administration of the Plan or the granting of Awards thereunder unless (i) the member of the Committee has breached or failed to perform the duties of his office, and (ii) the breach or failure to perform constitutes self-dealing, wilful misconduct or recklessness; provided, however, that the provisions of this Paragraph 5(d) shall not apply to the responsibility or liability of a member of the Committee pursuant to any criminal statute.

(e) Indemnification. Service on the Committee shall constitute service as a member of the Board. Each member of the Committee shall be entitled without further act on his part to indemnity from the Company to the fullest extent provided by applicable law and the Company's Articles of Incorporation and By-laws in connection with or arising out of any action, suit or proceeding with respect to the administration of the Plan or the granting of Awards thereunder in which he may be involved by reason of his being or having been a member of the Committee, whether or not he continues to be such member of the Committee at the time of the action, suit or proceeding.

6. ELIGIBILITY

Awards may be granted only to Eligible Employees, as determined by the Committee. No Awards shall be granted to an individual who is not an employee of a Participating Company.

7. RESTRICTED STOCK AWARDS

The Committee may grant Awards in accordance with the Plan. The terms and conditions of Awards shall be set forth in writing as determined from time to time by the Committee, consistent, however, with the following:

(a) Time of Grant. All Awards shall be granted within ten (10) years from the date of adoption of the Plan by the Board.

(b) Shares Awarded. The provisions of Awards need not be the same with respect to each Grantee. No cash or other consideration shall be required to be paid by the Grantee in exchange for an Award.

(c) Awards and Agreements. A certificate shall be issued to each Grantee in respect of Shares subject to an Award. Such certificate shall be registered in the name of the Grantee and shall bear an appropriate legend referring to the terms, conditions and restrictions applicable to such Award. The Company may require that the certificate evidencing such Restricted Stock be held by the Company until all restrictions on such Restricted Stock have lapsed.

(d) Restrictions. Subject to the provisions of the Plan and the Award, during a period set by the Committee commencing with the Date of Grant, which, for Grantees who are subject to the short-swing profit recapture rules of section 16(b) of the 1934 Act by virtue of their position as either a director, officer or holder of more than 10 percent of any class of equity securities of the Company, shall extend for at least six (6) months from the Date of Grant, the Grantee shall not be permitted to sell, transfer, pledge or assign Restricted Stock awarded under the Plan.

(e) Lapse of Restrictions. Subject to the provisions of the Plan and the Award, restrictions upon Shares subject to an Award shall lapse at such time or times and on such terms and conditions as the Committee may determine and as are set forth in the Award; provided, however, that the restrictions upon such Shares shall lapse only if the Grantee on the date of such lapse is, and has been an employee of a Participating Company continuously from the Date of Grant. The Award may provide for the lapse of restrictions in installments, as determined by the Committee. The Committee may, in its sole discretion, waive, in whole or in part, any remaining restrictions with respect to such Grantee's Restricted Stock.

(f) Rights of the Grantee. Grantees may have such rights with respect to Shares subject to an Award as may be determined by the Committee and set forth in the Award, including the right to vote such Shares, and the right to receive dividends paid with respect to such Shares.

(g) Termination of Grantee's Employment. A transfer of an Eligible Employee between two employers, each of which is a Participating Company, shall not be deemed a termination of employment. In the event that a Grantee terminates employment with all Participating Companies, all Shares remaining subject to restrictions shall be forfeited by the Grantee and deemed canceled by the Company.

(h) Delivery of Shares. Except as otherwise provided by Paragraph 8, when the restrictions imposed on Restricted Stock lapse with respect to one or more Shares, the Company shall notify the Grantee that such restrictions no longer apply, and shall deliver to the Grantee (or the person to whom ownership rights may have passed by will or the laws of descent and distribution) a certificate for the number of Shares for which restrictions have lapsed without any

legend or restrictions (except those that may be imposed by the Committee, in its sole judgment, under Paragraph 9(a)). The right to payment of any fractional Shares that may have accrued shall be satisfied in cash, measured by the product of the fractional amount times the fair market value of a Share at the time the applicable restrictions lapse, as determined by the Committee.

8. DEFERRAL ELECTIONS

Effective for Awards granted after September 16, 1997, a Grantee may elect to defer the receipt of Restricted Stock as to which restrictions have lapsed as provided by the Committee in the Award, consistent, however, with the following:

(a) Deferral Election.

- (i) Election. Each Grantee shall have the right to defer the receipt of all or any portion of the Restricted Stock as to which the Award provides for the potential lapse of applicable restrictions by filing an Election to defer the receipt of such Restricted Stock on a form provided by the Committee for this purpose.
- (ii) Deadline for Deferral Election. No Election to defer the receipt of Restricted Stock as to which the Award provides for the potential lapse of applicable restrictions shall be effective unless it is filed with the Committee on or before the last day of the calendar year ending before the first day of the Plan Year in which the applicable restrictions may lapse; provided that an Election to defer the receipt of Restricted Stock as to which the Award provides for the potential lapse of applicable restrictions within the same Plan Year as the Plan Year in which the Award is granted shall be effective if it is filed with the Committee on or before the earlier of (A) the 30th day following the Date of Grant or (B) the last day of the month that precedes the month in which the applicable restrictions may lapse.

(b) Effect of Failure of Restrictions on Shares to Lapse. An Election shall be null and void if the restrictions on Restricted Stock do not lapse before the distribution date for such Restricted Stock identified in such Election by reason of the failure to satisfy any condition precedent to the lapse of the restrictions.

(c) Deferral Period. Except as otherwise provided in Paragraph 8(d), all Restricted Stock that is subject to an Election shall be delivered to the Grantee (or the person to whom ownership rights may have passed by will or the laws of descent and distribution) without any legend or restrictions (except those that may be imposed by the Committee, in its sole judgment, under Paragraph 9(a)), on the distribution date for such Restricted Stock designated by the Grantee on the most recently filed Election. Subject to acceleration or deferral pursuant to

Paragraph 8(d) or Paragraph 11, no distribution may be made earlier than January 2nd of the second calendar year beginning after the date on which the applicable restrictions may lapse, nor later than January 2nd of the tenth calendar year beginning after the date on which the applicable restrictions may lapse. The distribution date may vary with each separate Election.

(d) Additional Deferral Election.

- (i) Each Active Grantee who has previously made an Election to receive a distribution of part or all of his or her Account, or who, pursuant to this Paragraph 8(d)(i) has made an Election to defer the distribution date for Restricted Stock for an additional period from the originally-elected distribution date, may elect to defer the distribution date for a minimum of two and a maximum of ten additional years from the previously-elected distribution date, by filing an Election with the Committee on or before the close of business on June 30 of the calendar year preceding the calendar year in which the distribution would otherwise be made.
- (ii) A Deceased Grantee's estate or beneficiary to whom the right to payment under the Plan shall have passed may elect to (A) defer the distribution date for the Deceased Grantee's Restricted Stock for a minimum of two additional years from the date payment would otherwise be made (provided that if an Election is made pursuant to this Paragraph 8(d)(ii)(A), the Deceased Grantee's deferred Restricted Stock shall be distributed in full on or before the fifth anniversary of the Deceased Grantee's death); or (B) accelerate the distribution date for the Deceased Grantee's Restricted Stock from the date payment would otherwise be made to January 2nd of the calendar year beginning after the Deceased Grantee's death. An Election pursuant to this Paragraph 8(d)(ii) must be filed with the Committee on or before the close of business on (x) the June 30 following the Grantee's death on or before May 1 of a calendar year, (y) the 60th day following the Grantee's death after May 1 and before November 2 of a calendar year or (z) the December 31 following the Grantee's death after November 1 of a calendar year. One and only one Election shall be permitted pursuant to this Paragraph 8(d)(ii) with respect to a Deceased Grantee.
- (iii) A Disabled Grantee may elect to accelerate the distribution date of the Disabled Grantee's Restricted Stock from the date payment would otherwise be made to January 2nd of the calendar year beginning after the Grantee became disabled. An Election pursuant to this Paragraph 8(d)(iii) must be filed with the Committee on or before the close of business on the (x) the June 30 following the date the Grantee becomes a Disabled Grantee if the Grantee becomes a Disabled Grantee on or before May 1 of a

calendar year, (y) the 60th day following the date the Grantee becomes a Disabled Grantee if the Grantee becomes a Disabled Grantee after May 1 and before November 2 of a calendar year or (z) the December 31 following the date the Grantee becomes a Disabled Grantee if the Grantee becomes a Disabled Grantee after November 2 of a calendar year.

- (iv) A Retired Grantee may elect to defer the distribution date of the Retired Grantee's Restricted Stock for a minimum of two additional years from the date payment would otherwise be made (provided that if an Election is made pursuant to this Paragraph 8(d)(iv), the Retired Grantee's Account shall be distributed in full on or before the fifth anniversary of the Retired Grantee's Normal Retirement). An Election pursuant to this Paragraph 8(d)(iv) must be filed with the Committee on or before the close of business on the later of (x) the June 30 following the Grantee's Normal Retirement on or before May 1 of a calendar year, (y) the 60th day following the Grantee's Normal Retirement after May 1 and before November 2 of a calendar year or (z) the December 31 following the Grantee's Normal Retirement after November 1 of a calendar year.

(e) Status of Deferred Shares. A Grantee's right to delivery of Shares subject to an Election under this Paragraph 8 shall at all times represent the general obligation of the Company. The Grantee shall be a general creditor of the Company with respect to this obligation, and shall not have a secured or preferred position with respect to such obligation. Nothing contained in the Plan or an Award shall be deemed to create an escrow, trust, custodial account or fiduciary relationship of any kind. Nothing contained in the Plan or an Award shall be construed to eliminate any priority or preferred position of a Grantee in a bankruptcy matter with respect to claims for wages.

(f) Non-Assignability, Etc. The right of a Grantee to receive Shares subject to an Election under this Paragraph 8 shall not be subject in any manner to attachment or other legal process for the debts of such Grantee; and no right to receive Shares hereunder shall be subject to anticipation, alienation, sale, transfer, assignment or encumbrance.

9. SECURITIES LAWS; TAXES

(a) Securities Laws. The Committee shall have the power to make each grant of Awards under the Plan subject to such conditions as it deems necessary or appropriate to comply with the then-existing requirements of the 1933 Act and the 1934 Act, including Rule 16b-3. Such conditions may include the delivery by the Grantee of an investment representation to the Company in connection with the lapse of restrictions on Shares subject to an Award, or the execution of an agreement by the Grantee to refrain from selling or otherwise disposing of the Shares acquired for a specified period of time or on specified terms.

(b) Taxes. Subject to the rules of Paragraph 9(c), the Company shall be entitled, if necessary or desirable, to withhold the amount of any tax, charge or assessment attributable to the grant of any Award or lapse of restrictions under any Award. The Company shall not be required to deliver Shares pursuant to any Award until it has been indemnified to its satisfaction for any such tax, charge or assessment.

(c) Payment of Tax Liabilities; Election to Withhold Shares or Pay Cash to Satisfy Tax Liability.

- (i) In connection with the grant of any Award or the lapse of restrictions under any Award, the Company shall have the right to (A) require the Grantee to remit to the Company an amount sufficient to satisfy any federal, state and/or local withholding tax requirements prior to the delivery or transfer of any certificate or certificates for Shares subject to such Award, or (B) take any action whatever that it deems necessary to protect its interests with respect to tax liabilities. The Company's obligation to make any delivery or transfer of Shares shall be conditioned on the Grantee's compliance, to the Company's satisfaction, with any withholding requirement.
- (ii) Except as otherwise provided in this Paragraph 9(c)(ii), any tax liabilities incurred in connection with grant of any Award or the lapse of restrictions under any Award under the Plan shall be satisfied by the Company's withholding a portion of the Shares subject to such Award having a fair market value approximately equal to the minimum amount of taxes required to be withheld by the Company under applicable law, unless otherwise determined by the Committee with respect to any Grantee. Notwithstanding the foregoing, the Committee may permit a Grantee to elect one or both of the following: (A) to have taxes withheld in excess of the minimum amount required to be withheld by the Company under applicable law; provided that the Grantee certifies in writing to the Company at the time of such election that the Grantee owns Other Available Shares having a fair market value that is at least equal to the fair market value to be withheld by the Company in payment of withholding taxes in excess of such minimum amount; and (B) to pay to the Company in cash all or a portion of the taxes to be withheld in connection with such grant or lapse of restrictions. In all cases, the Shares so withheld by the Company shall have a fair market value that does not exceed the amount of taxes to be withheld minus the cash payment, if any, made by the Grantee. The fair market value of such Shares shall be determined based on the last reported sale price of a Share on the principal exchange on which Shares are listed or, if not so listed, on the NASDAQ Stock Market on the last trading day prior to the date of such grant or lapse of restriction.

Any election pursuant to this Paragraph 9(c)(ii) must be in writing made prior to the date specified by the Committee, and in any event prior to the date the amount of tax to be withheld or paid is determined. An election pursuant to this Paragraph 9(c)(ii) may be made only by a Grantee or, in the event of the Grantee's death, by the Grantee's legal representative. No Shares withheld pursuant to this Paragraph 9(c)(ii) shall be available for subsequent grants under the Plan. The Committee may add such other requirements and limitations regarding elections pursuant to this Paragraph 9(c)(ii) as it deems appropriate.

10. CHANGES IN CAPITALIZATION

The aggregate number of Shares and class of Shares as to which Awards may be granted and the number of Shares covered by each outstanding Award shall be appropriately adjusted in the event of a stock dividend, stock split, recapitalization or other change in the number or class of issued and outstanding equity securities of the Company resulting from a subdivision or consolidation of the Shares and/or other outstanding equity security or a recapitalization or other capital adjustment (not including the issuance of Shares and/or other outstanding equity securities on the conversion of other securities of the Company which are convertible into Shares and/or other outstanding equity securities) affecting the Shares which is effected without receipt of consideration by the Company. The Committee shall have authority to determine the adjustments to be made under this Paragraph 10 and any such determination by the Committee shall be final, binding and conclusive.

11. TERMINATING EVENTS

The Committee shall give Grantees at least thirty (30) days' notice (or, if not practicable, such shorter notice as may be reasonably practicable) prior to the anticipated date of the consummation of a Terminating Event. The Committee may, in its discretion, provide in such notice that upon the consummation of such Terminating Event, any restrictions on Restricted Stock (other than Restricted Stock that has previously been forfeited) shall be eliminated, in full or in part. Further, the Committee may, in its discretion, provide in such notice that notwithstanding any other provision of the Plan or the terms of any Election made pursuant to Paragraph 8, upon the consummation of a Terminating Event, all Restricted Stock subject to an Election made pursuant to Paragraph 8 shall be transferred to the Grantee.

12. AMENDMENT AND TERMINATION

The Plan may be terminated by the Board at any time. The Plan may be amended by the Board or the Committee at any time. No Award shall be affected by any such termination or amendment without the written consent of the Grantee.

13. EFFECTIVE DATE

The effective date of this amendment and restatement of the Plan is the date on which it is adopted by the Board. The adoption of this amendment and restatement of the Plan and the grant of Awards pursuant to this amendment and restatement of the Plan is subject to the approval of the shareholders of the Company to the extent that the Committee determines that such approval (a) is required pursuant to the By-laws of the National Association of Securities Dealers, Inc., and the schedules thereto, in connection with issuers whose securities are included in the NASDAQ National Market System, or (b) is required to satisfy the conditions on Rule 16b-3. If the Committee determines that shareholder approval is required to satisfy the foregoing conditions, the Board shall submit the Plan to the shareholders the Company for their approval at the first annual meeting of shareholders held after the adoption of the Plan by the Board.

14. GOVERNING LAW

The Plan and all determinations made and actions taken pursuant to the Plan shall be governed in accordance with Pennsylvania law.

Executed as of the 21st day of June 1999.

COMCAST CORPORATION

BY: /s/ Stanley Wang

ATTEST: /s/ Arthur Block

COMCAST CORPORATION

1996 CASH BONUS PLAN

(Amended and Restated, Effective June 21, 1999)

1. PURPOSE

The purpose of the Plan is to promote the ability of Comcast Corporation (the "Company") and its Subsidiaries (as defined below) to retain and recruit employees and enhance the growth and profitability of the Company by providing the incentive of short-term and long-term cash bonus awards for continued employment and the attainment of performance objectives.

2. DEFINITIONS

(a) "Affiliate" means, with respect to any Person, any other person that, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, the term "control," including its correlative terms "controlled by" and "under common control with," mean, with respect to any Person, the possession, directly or indirectly, of 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.

(b) "Applicable Percent" means the percentage that corresponds to a Modified Target, as identified in Exhibit A.

(c) "Annual Amount at Risk" means the amount designated by the Committee for each Plan Year as the maximum portion of the Award payable for such Plan Year, provided that the "Annual Amount at Risk" for the last Plan Year of an Award shall not include the Last Year Amount at Risk.

(d) "Award" or "Cash Bonus Award" means a cash bonus award granted under the Plan.

(e) "Award Period" means the period extending from January 1 of the first Plan Year for which there is an Annual Amount at Risk through December 31 of the last Plan Year for which there is an Annual Amount at Risk.

(f) "Base Year" means 1995, except as otherwise provided by the Committee and provided in an Award.

(g) "Board" means the Board of Directors of the Company.

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(h) "C" means the Consolidated Operating Cash Flow of the Company, the Cable Division or the Cellular Division, as applicable, for the Base Year.

(i) "Cable Division" means the Company's cable television business, as determined by the Committee in its sole discretion.

(j) "Cellular Division" means the Company's cellular telephone business, as determined by the Committee in its sole discretion.

(k) "Change of Control" means any transaction or series of transactions as a result of which any Person who was a Third Party immediately before such transaction or series of transactions directly or indirectly owns then-outstanding securities of the Company having more than 50 percent of the voting power for the election of directors of the Company.

(l) "Committee" means the Subcommittee on Performance Based Compensation of the Compensation Committee of the Board.

(m) "Company."

(i) Except as otherwise provided in Paragraph 2(m)(ii), "Company" means Comcast Corporation, a Pennsylvania corporation, including any successor thereto by merger, consolidation, acquisition of all or substantially all the assets thereof, or otherwise.

(ii) For purposes of determining an Eligible Employee's employer, "Company" means Comcast Corporation, a Pennsylvania corporation.

(n) "Compounded Annual Growth Rate" means the value determined under the following mathematical formula:

$$C[(1+r)^n]$$

where C, r and n have the definitions provided in this Paragraph 2 of the Plan.

(o) "Consolidated Operating Cash Flow" means the consolidated operating income plus depreciation and amortization, of the Company, the Cable Division or the Cellular Division, as applicable, for a Plan Year, as determined by the Committee in accordance with generally accepted accounting principles. If the results of operations of a business acquired or disposed of after December 31 of the Base Year would, under generally accepted accounting principles, be included (in the case of an acquisition) or excluded (in the case of a disposition) from the consolidated financial statements of the Company, the Cable Division or the Cellular

Division, as applicable, from the date of acquisition or disposition, and, in such event, the Committee decides in its sole discretion that such inclusion or exclusion will materially affect the comparability of such amount for the Plan Year in which the acquisition or disposition occurs and each Plan Year thereafter to that for the Base Year, then for the purpose of determining whether the Target has been met for the Plan Year in which the acquisition or disposition occurs and each Plan Year thereafter only, the Consolidated Operating Cash Flow for the Base Year shall be restated to account for such acquisition or disposition as if it had occurred on January 1 of the Base Year, using actual historical financial information for the acquired or disposed of business. The Committee may also decide in its sole discretion that an event (such as a non-recurring item or the results of a start-up or development stage business) in a Plan Year will materially affect the comparability of the results of operations for such Plan Year to that for the Base Year, in which case the Committee may restate the results of operations for such Plan Year to make an equitable adjustment thereto.

(p) "Cumulative Annual Amount at Risk" means, for any Plan Year, the sum of the Annual Amount at Risk for such Plan Year and each preceding Plan Year in the Award Period.

(q) "Date of Grant" means the date on which an Award is granted.

(r) "Eligible Employee" means an employee of the Company or a Subsidiary, as determined by the Committee.

(s) "Grantee" means an Eligible Employee who is granted an Award.

(t) "Last Year Amount at Risk" means the amount designated by the Committee as the portion of the Award at risk for the last Plan Year in the Award Period, provided that the "Last Year Amount at Risk" shall not include the portion of the Award designated by the Committee as the Annual Amount at Risk for the such Plan Year.

(u) "Modified Target" means for any Plan Year beginning after 1996, Consolidated Operating Cash Flow for the Company, the Cable Division or the Cellular Division, as applicable, which equals or exceeds a percentage of the Compounded Annual Growth Rate for such Plan Year as established by the Committee for the Company, the Cable Division or the Cellular Division, as applicable; provided that any fractional percentage shall be rounded to the nearest identified percentage.

(v) "n" means a value applied for purposes of determining the Compounded Annual Growth Rate for the Company, the Cable Division or the Cellular Division, as applicable, as follows:

(i) for purposes of determining Compounded Annual Growth Rate for the first Plan Year beginning after the Base Year, $n = 1$.

(ii) for purposes of determining Compounded Annual Growth Rate for the second Plan Year beginning after the Base Year, n=2.

(iii) for purposes of determining Compounded Annual Growth Rate for the third Plan Year beginning after the Base Year, n = 3.

(iv) for purposes of determining Compounded Annual Growth Rate for the fourth Plan Year beginning after the Base Year, n=4.

(v) for purposes of determining Compounded Annual Growth Rate for the fifth Plan Year beginning after the Base Year, n = 5.

(w) "Person" means an individual, a corporation, a partnership, an association, a trust or any other entity or organization.

(x) "Plan" means the Comcast Corporation 1996 Cash Bonus Plan, as set forth herein, and as amended from time to time.

(y) "Plan Year" means the calendar year.

(z) "r" means the interest rate established by the Committee for purposes of determining the Compounded Annual Growth Rate for the Company, the Cable Division or the Cellular Division, as applicable.

(aa) "Roberts Family." Each of the following is a member of the Roberts Family:

(i) Brian L. Roberts;

(ii) a lineal descendant of Brian L. Roberts; or

(iii) a trust established for the benefit of any of Brian L. Roberts and/or a lineal descendant or descendants of Brian L. Roberts.

(bb) "Subsidiary" means:

(i) a corporation that, at the time in question, is a subsidiary corporation of the Company, within the meaning of section 424(f) of the Code; and

(ii) Jones Intercable, Inc. and each corporation that, at the time in question, is a subsidiary corporation of Jones Intercable, Inc. within the meaning of section 424(f) of the Code.

(cc) "Target" means, for any Plan Year beginning after the Base Year, Consolidated Operating Cash Flow for the Company, the Cable Division or the Cellular Division, as applicable, which equals or exceeds the Compounded Annual Growth Rate for such Plan Year, based on the annualized interest rate, "r," established by the Committee for the Company, the Cable Division or the Cellular Division, as applicable.

(dd) "Terminating Event" means any of the following events:

(i) the liquidation of the Sponsor; or

(ii) a Change of Control.

(ee) "Third Party" means any Person, together with such Person's Affiliates, provided that the term "Third Party" shall not include the Company, an Affiliate of the Company or any member or members of the Roberts Family.

(ff) "Total Annual Amounts at Risk" means the sum of the Annual Amounts at Risk for an Award.

3. RIGHTS TO BE GRANTED

Rights that may be granted under the Plan are rights to cash payments, payable in accordance with the terms of the Plan and the Award document.

4. ADMINISTRATION OF THE PLAN

(a) Administration. The Plan shall be administered by the Committee.

(b) Grants. Subject to the express terms and conditions set forth in the Plan, the Committee shall have the power, from time to time, to:

(i) select those Eligible Employees to whom Awards shall be granted under the Plan, to determine the amount of cash to be paid pursuant to each Award, and, pursuant to the provisions of the Plan, to determine the terms and conditions of each Award; and

(ii) interpret the Plan's provisions, prescribe, amend and rescind rules and regulations for the Plan, and make all other determinations necessary or advisable for the administration of the Plan.

The determination of the Committee in all matters as stated above shall be conclusive.

(c) Meetings. The Committee shall hold meetings at such times and places as it may determine. Acts approved at a meeting by a majority of the members of the

Committee or acts approved in writing by the unanimous consent of the members of the Committee shall be the valid acts of the Committee.

(d) Exculpation. No member of the Committee shall be personally liable for monetary damages for any action taken or any failure to take any action in connection with the administration of the Plan or the granting of Awards thereunder unless (i) the member of the Committee has breached or failed to perform the duties of his office, and (ii) the breach or failure to perform constitutes self-dealing, wilful misconduct or recklessness; provided, however, that the provisions of this Paragraph 4(d) shall not apply to the responsibility or liability of a member of the Committee pursuant to any criminal statute.

(e) Indemnification. Service on the Committee shall constitute service as a member of the Board. Each member of the Committee shall be entitled without further act on his part to indemnity from the Company to the fullest extent provided by applicable law and the Company's Articles of Incorporation and By-laws in connection with or arising out of any action, suit or proceeding with respect to the administration of the Plan or the granting of Awards thereunder in which he may be involved by reason of his being or having been a member of the Committee, whether or not he continues to be such member of the Committee at the time of the action, suit or proceeding.

5. ELIGIBILITY

Awards may be granted only to Eligible Employees of the Company and its Subsidiaries, as determined by the Committee. No Awards shall be granted to an individual who is not an Eligible Employee of the Company or a Subsidiary.

6. CASH BONUS AWARDS

The Committee may grant Awards in accordance with the Plan. The terms and conditions of Awards shall be set forth in writing as determined from time to time by the Committee, consistent, however, with the following:

(a) Time of Grant. All Awards shall be granted within five years from the date of adoption of the Plan by the Board.

(b) Non-uniformity of Awards. The provisions of Awards need not be the same with respect to each Grantee.

(c) Awards and Agreements. The terms of each Award shall be reflected in an Award document in form and substance satisfactory to the Committee.

(d) Conditions to Payment of Awards. The Committee shall establish such conditions on the payment of a bonus pursuant to an Award as it may, in its sole discretion,

deem appropriate. The conditions shall be set forth in the Award document. The Award may provide for the payment of Awards in installments, or upon the satisfaction of divisional or Company-wide performance targets, as determined by the Committee. The Committee may, in its sole discretion, waive, in whole or in part, any remaining conditions to payment of a Grantee's Award. The Grantee shall not be permitted to sell, transfer, pledge or assign any amount payable pursuant to the Plan or an Award (provided that the right to payment under an Award may pass by will or the laws of descent and distribution).

(e) Termination of Grantee's Employment.

(1) A transfer of an Eligible Employee between two employers, each of which is the Company or a Subsidiary (a "Transfer"), shall not be deemed a termination of employment. The Committee may grant Awards pursuant to which the Committee reserves the right to modify the calculation of an Award in connection with a Transfer. In general, except as otherwise provided by the Committee at the time an Award is granted or in connection with a Transfer, upon the Transfer of a Grantee between divisions while an Award is outstanding and unexpired, the outstanding Award shall be treated as having terminated and expired, and a new Award shall be treated as having been made, effective as of the effective date of the Transfer, for the portion of the Award which had not expired or been paid, but subject to the performance and payment conditions applicable generally to Awards for Grantees who are employees of the transferee division, all as shall be determined by the Committee in an equitable manner.

(2) In the event that a Grantee terminates employment with the Company and its Subsidiaries, all Awards remaining subject to conditions to payment shall be forfeited by the Grantee and deemed canceled by the Company.

(f) Time of Grant. Subject to Paragraph 11, and as further provided in Paragraphs 7, 8, 9 and 10, following the satisfaction of the conditions to payment of an Award, the Company shall pay the Grantee (or the person to whom the right to payment may have passed by will or the laws of descent and distribution) the amount payable in connection with the lapse of such restrictions.

7. CONDITIONS TO PAYMENT OF CASH BONUS AWARDS

Except as otherwise determined by the Committee and provided in the terms of an Award:

(a) The restrictions on the payment of Awards of Grantees employed by the Company shall be determined pursuant to Paragraph 8.

(b) The conditions to the payment of Awards of Grantees employed by the Cable Division shall be determined pursuant to Paragraph 9.

(c) The conditions to the payment of Awards of Grantees employed by the Cellular Division shall be determined pursuant to Paragraph 10.

8. CORPORATE TARGET AND CASH BONUS

(a) Amount of Cash Bonus Award. The amount of an Award to Eligible Employees of the Company shall be determined by the Committee.

(b) Target. The Target for Eligible Employees of the Company shall be met for each Plan Year beginning after the Base Year if Consolidated Operating Cash Flow for the Company equals or exceeds the Compounded Annual Growth Rate for such Plan Year, where "r" equals 12 percent (0.12); provided that the Modified Target and Applicable Percent for purposes of this Paragraph 8 shall be determined in accordance with Exhibit A.

(c) Awards with Dates of Grant Before July 1, 1996. Except as otherwise determined by the Committee and provided in the terms of an Award, the following rules shall apply if the Date of Grant of the Award is before July 1, 1996.

(i) Payment of Cash Bonus Award. The Cash Bonus Award shall be paid to a Grantee at the following times if the following conditions are satisfied:

(v) 15 percent of the Award shall be paid on or before March 15, 1997 if the Target is met for the 1996 Plan Year and the Grantee is an active employee of the Company or a Subsidiary continuously from the Date of Grant to December 31, 1996.

(w) 30 percent of the Award (less any portion of the Award previously paid to Grantee) (the "1997 Basic Award") shall be paid on or before March 15, 1998 if the Target is met for the 1997 Plan Year and the Grantee is an active employee of the Company or a Subsidiary continuously from the Date of Grant to December 31, 1997; provided, however, that if a Modified Target is met for the 1997 Plan Year, the Applicable Percent of the 1997 Award shall be paid.

(x) 45 percent of the Award (less any portion of the Award previously paid to Grantee) (the "1998 Basic Award") shall be paid on or before March 15, 1999 if the Target is met for the 1998 Plan Year and the Grantee is an active employee of the Company or a

Subsidiary continuously from the Date of Grant to December 31, 1998; provided, however, that if a Modified Target is met for the 1998 Plan Year, the Applicable Percent of the 1998 Award shall be paid.

(y) 60 percent of the Award (less any portion of the Award previously paid to Grantee) (the "1999 Basic Award") shall be paid on or before March 15, 2000 if the Target is met for the 1999 Plan Year and the Grantee is an active employee of the Company or a Subsidiary continuously from the Date of Grant to December 31, 1999; provided, however, that if a Modified Target is met for the 1999 Plan Year, the Applicable Percent of the 1999 Award shall be paid.

(z) 75 percent of the Award (less any portion of the Award previously paid to Grantee) (the "2000 Basic Award") shall be paid on or before March 15, 2001 if the Target is met for the 2000 Plan Year and the Grantee is an active employee of the Company or a Subsidiary continuously from the Date of Grant to December 31, 2000; provided, however, that if a Modified Target is met for the 2000 Plan Year, the Applicable Percent of the 2000 Award shall be paid.

(ii) Payment of Supplemental Cash Bonus Award.

If the Grantee is an active employee of the Company or a Subsidiary continuously from the Date of Grant to December 31, 2000, the Grantee shall be paid an additional portion of the Cash Bonus Award on or before March 15, 2001. Such additional portion of the Cash Bonus Award shall be equal to the sum of the following amounts, provided that the amount determined under any of (v), (w), (x), (y) or (z) below shall not be less than zero.

(v) 5 percent of the Award if the Target was met for the 1996 Plan Year or, if a Modified Target was met for the 1996 Plan Year, the Applicable Percent of 5 percent of the Award.

(w) 10 percent of the Award (less the amount described in Paragraph 8(c)(ii)(v)) (the "1997 Supplemental Award") if the Target was met for the 1997 Plan

Year or, if a Modified Target was met for the 1997 Plan Year, the Applicable Percent of the 1997 Supplemental Award.

- (x) 15 percent of the Award (less the sum of the amounts described in Paragraphs 8(c)(ii)(v) and (w)) (the "1998 Supplemental Award") if the Target was met for the 1998 Plan Year or, if a Modified Target was met for the 1998 Plan Year, the Applicable Percent of the 1998 Supplemental Award.
- (y) 20 percent of the Award (less the sum of the amounts described in Paragraphs 8(c)(ii)(v), (w) and (x)) (the "1999 Supplemental Award") if the Target was met for the 1999 Plan Year or, if a Modified Target was met for the 1999 Plan Year, the Applicable Percent of the 1999 Supplemental Award.
- (z) 25 percent of the Award (less the sum of the amounts described in Paragraphs 8(c)(ii)(v), (w), (x) and (y)) (the "2000 Supplemental Award") if the Target was met for the 2000 Plan Year or, if a Modified Target was met for the 2000 Plan Year, the Applicable Percent of the 2000 Supplemental Award.

(d) Awards With Dates of Grant After June 30, 1996.

Except as otherwise determined by the Committee and provided in the terms of an Award, the following rules shall apply if the Date of Grant of an Award is after June 30, 1996.

(i) For the first Plan Year in the Award Period, the Annual Amount at Risk for such Plan Year shall be paid on or before March 15 next following such Plan Year if the Target is met for such Plan Year and the Grantee is an active employee of the Company or a Subsidiary continuously from the Date of Grant to December 31 of such Plan Year; provided, however, that if a Modified Target is met for such Plan Year, the Applicable Percent of the Annual Amount at Risk for such Plan Year shall be paid.

(ii) For each succeeding Plan Year in the Award Period, the Cumulative Annual Amount at Risk (less any portion of the Award previously paid to the Grantee) (the "Succeeding Plan Year Basic Award") shall be paid on or before March 15 next following such Plan Year if the Target is met for such Plan Year and the Grantee is an active

employee of the Company or a Subsidiary continuously from the Date of Grant to December 31 of such Plan Year; provided, however, that if a Modified Target is met for such succeeding Plan Year, the Applicable Percent of the Succeeding Plan Year Basic Award shall be paid.

(iii) If the Grantee is an active employee of the Company or a Subsidiary continuously from the Date of Grant to December 31 of the last Plan Year in the Award Period, the Grantee shall be paid an additional portion of the Cash Bonus Award on or before March 15 of the next succeeding calendar year, determined as the sum of the following amounts:

- (x) A percentage of the Award if the Target was met for the first Plan Year in the Award Period, or, if a Modified Target was met for the first Plan Year in the Award Period, the Applicable Percent of such amount.
- (y) A percentage of the Award (less the sum of the amounts described in Paragraph 8(d)(iii)(x) and this Paragraph 8(d)(iii)(y) for all preceding Plan Years) (the "Supplemental Award") if the Target was met for a succeeding Plan Year in the Award Period, or if a Modified Target was met for such succeeding Plan Year, the Applicable Percent of the Supplemental Award, provided that the applicable amount for any Plan Year shall not be less than zero.
- (z) The portion of the Award assigned to each Plan Year pursuant to this Paragraph 8(d)(iii) shall be equal to the product of (i) the Last Year Amount at Risk times (ii) the quotient obtained by dividing the Cumulative Annual Amount at Risk for such Plan Year by the Total Annual Amounts at Risk.

9. CABLE DIVISION TARGET AND CASH BONUS

(a) Amount of Cash Bonus Award. The amount of an Award to Eligible Employees of the Cable Division shall be determined by the Committee.

(b) Target. The Target for Eligible Employees of the Cable Division shall be met for each Plan Year beginning after the Base Year if Consolidated Operating Cash Flow for the Cable Division equals or exceeds the Compounded Annual Growth Rate for such

Plan Year, where "r" equals 10 percent (0.10); provided that the Modified Target and Applicable Percent for purposes of this Paragraph 9 shall be determined in accordance with Exhibit A.

(c) Awards with Dates of Grant Before July 1, 1996.
Except as otherwise determined by the Committee and provided in the terms of an Award, the following rules shall apply if the Date of Grant of the Award is before July 1, 1996.

(i) Payment of Cash Bonus Award. The Cash Bonus Award shall be paid to a Grantee at the following times if the following conditions are satisfied:

- (v) 15 percent of the Award shall be paid on or before March 15, 1997 if the Target is met for the 1996 Plan Year and the Grantee is an active employee of the Company or a Subsidiary continuously from the Date of Grant to December 31, 1996.
- (w) 30 percent of the Award (less any portion of the Award previously paid to Grantee) (the "1997 Basic Award") shall be paid on or before March 15, 1998 if the Target is met for the 1997 Plan Year and the Grantee is an active employee of the Company or a Subsidiary continuously from the Date of Grant to December 31, 1997; provided, however, that if a Modified Target is met for the 1997 Plan Year, the Applicable Percent of the 1997 Award shall be paid.
- (x) 45 percent of the Award (less any portion of the Award previously paid to Grantee) (the "1998 Basic Award") shall be paid on or before March 15, 1999 if the Target is met for the 1998 Plan Year and the Grantee is an active employee of the Company or a Subsidiary continuously from the Date of Grant to December 31, 1998; provided, however, that if a Modified Target is met for the 1998 Plan Year, the Applicable Percent of the 1998 Award shall be paid.
- (y) 60 percent of the Award (less any portion of the Award previously paid to Grantee) (the "1999 Basic Award") shall be paid on or before March 15, 2000 if the Target is met for the 1999 Plan Year and the Grantee is an active employee of the Company or a

Subsidiary continuously from the Date of Grant to December 31, 1999; provided, however, that if a Modified Target is met for the 1999 Plan Year, the Applicable Percent of the 1999 Award shall be paid.

- (z) 75 percent of the Award (less any portion of the Award previously paid to Grantee) (the "2000 Basic Award") shall be paid on or before March 15, 2001 if the Target is met for the 2000 Plan Year and the Grantee is an active employee of the Company or a Subsidiary continuously from the Date of Grant to December 31, 2000; provided, however, that if a Modified Target is met for the 2000 Plan Year, the Applicable Percent of the 2000 Award shall be paid.

(ii) Payment of Supplemental Cash Bonus Award.

If the Grantee is an active employee of the Company or a Subsidiary continuously from the Date of Grant to December 31, 2000, the Grantee shall be paid an additional portion of the Cash Bonus Award on or before March 15, 2001. Such additional portion of the Cash Bonus Award shall be equal to the sum of the following amounts, provided that the amount determined under any of (v), (w), (x), (y) or (z) below shall not be less than zero.

- (v) 5 percent of the Award if the Target was met for the 1996 Plan Year or, if a Modified Target was met for the 1996 Plan Year, the Applicable Percent of 5 percent of the Award.
- (w) 10 percent of the Award (less the amount described in Paragraph 9(c)(ii)(v)) (the "1997 Supplemental Award") if the Target was met for the 1997 Plan Year or, if a Modified Target was met for the 1997 Plan Year, the Applicable Percent of the 1997 Supplemental Award.
- (x) 15 percent of the Award (less the sum of the amounts described in Paragraphs 9(c)(ii)(v) and (w)) (the "1998 Supplemental Award") if the Target was met for the 1998 Plan Year or, if a Modified Target was met for the 1998 Plan Year, the Applicable Percent of the 1998 Supplemental Award.

(y) 20 percent of the Award (less the sum of the amounts described in Paragraphs 9(c)(ii)(v), (w) and (x)) (the "1999 Supplemental Award") if the Target was met for the 1999 Plan Year or, if a Modified Target was met for the 1999 Plan Year, the Applicable Percent of the 1999 Supplemental Award.

(z) 25 percent of the Award (less the sum of the amounts described in Paragraphs 9(c)(ii)(v), (w), (x) and (y)) (the "2000 Supplemental Award") if the Target was met for the 2000 Plan Year or, if a Modified Target was met for the 2000 Plan Year, the Applicable Percent of the 2000 Supplemental Award.

(d) Awards With Dates of Grant After June 30, 1996.

Except as otherwise determined by the Committee and provided in the terms of an Award, the following rules shall apply if the Date of Grant of an Award is after June 30, 1996.

(i) For the first Plan Year in the Award Period, the Annual Amount at Risk for such Plan Year shall be paid on or before March 15 next following such Plan Year if the Target is met for such Plan Year and the Grantee is an active employee of the Company or a Subsidiary continuously from the Date of Grant to December 31 of such Plan Year; provided, however, that if a Modified Target is met for such Plan Year, the Applicable Percent of the Annual Amount at Risk for such Plan Year shall be paid.

(ii) For each succeeding Plan Year in the Award Period, the Cumulative Annual Amount at Risk (less any portion of the Award previously paid to the Grantee) (the "Succeeding Plan Year Basic Award") shall be paid on or before March 15 next following such Plan Year if the Target is met for such Plan Year and the Grantee is an active employee of the Company or a Subsidiary continuously from the Date of Grant to December 31 of such Plan Year; provided, however, that if a Modified Target is met for such succeeding Plan Year, the Applicable Percent of the Succeeding Plan Year Basic Award shall be paid.

(iii) If the Grantee is an active employee of the Company or a Subsidiary continuously from the Date of Grant to December 31 of the last Plan Year in the Award Period, the Grantee shall be paid an additional portion of the Cash Bonus Award on or before March 15 of the next succeeding calendar year, determined as the sum of the following amounts:

(x) A percentage of the Award if the Target was met for the first Plan Year in the Award Period, or, if a

Modified Target was met for the first Plan Year in the Award Period, the Applicable Percent of such amount.

- (y) A percentage of the Award (less the sum of the amounts described in Paragraph 9(d)(iii)(x) and this Paragraph 9(d)(iii)(y) for all preceding Plan Years) (the "Supplemental Award") if the Target was met for a succeeding Plan Year in the Award Period, or if a Modified Target was met for such succeeding Plan Year, the Applicable Percent of the Supplemental Award, provided that the applicable amount for any Plan Year shall not be less than zero.
- (z) The portion of the Award assigned to each Plan Year pursuant to this Paragraph 9(d)(iii) shall be equal to the product of (i) the Last Year Amount at Risk times (ii) the quotient obtained by dividing the Cumulative Annual Amount at Risk for such Plan Year by the Total Annual Amounts at Risk.

10. CELLULAR DIVISION TARGET AND CASH BONUS

(a) Amount of Cash Bonus Award. The amount of an Award to Eligible Employees of the Cellular Division shall be determined by the Committee.

(b) Target. The Target for Eligible Employees of the Cellular Division shall be met for each Plan Year beginning after the Base Year if Consolidated Operating Cash Flow for the Cellular Division equals or exceeds the Compounded Annual Growth Rate for such Plan Year, where "r" equals 15 percent (0.15); provided that the Modified Target and Applicable Percent for purposes of this Paragraph 10 shall be determined in accordance with Exhibit A.

(c) Awards with Dates of Grant Before July 1, 1996. Except as otherwise determined by the Committee and provided in the terms of an Award, the following rules shall apply if the Date of Grant of an Award is before July 1, 1996.

(i) Payment of Cash Bonus Award - Performance Target Condition. Half of the Cash Bonus Award (hereinafter, the "Cellular Performance Award") shall be subject to service and performance conditions. If the Grantee is an active employee of the Company or a Subsidiary continuously from the Date of Grant to December 31, 2000, the Grantee shall be paid all or part of the Cellular Performance Award on or before March 15, 2001.

The Cellular Performance Award shall be equal to the sum of the following amounts, provided that the amount determined under any of (v), (w), (x), (y) or (z) below shall not be less than zero.

- (v) 20 percent of the Cellular Performance Award if the Target was met for the 1996 Plan Year or, if a Modified Target was met for the 1996 Plan Year, the Applicable Percent of 20 percent of the Cellular Performance Award.
- (w) 40 percent of the Cellular Performance Award (less the amount described in Paragraph 10(c)(i)(v)) (the "1997 Cellular Performance Award") if the Target was met for the 1997 Plan Year or, if a Modified Target was met for the 1997 Plan Year, the Applicable Percent of the 1997 Cellular Performance Award.
- (x) 60 percent of the Cellular Performance Award (less the sum of the amounts described in Paragraphs 10(c)(i)(v) and (w)) (the "1998 Cellular Performance Award") if the Target was met for the 1998 Plan Year or, if a Modified Target was met for the 1998 Plan Year, the Applicable Percent of the 1998 Cellular Performance Award.
- (y) 80 percent of the Cellular Performance Award (less the amounts described in Paragraphs 10(c)(i)(v), (w) and (x)) (the "1999 Cellular Performance Award") if the Target was met for the 1999 Plan Year or, if a Modified Target was met for the 1999 Plan Year, the Applicable Percent of the 1999 Cellular Performance Award.
- (z) 100 percent of the Cellular Performance Award (less the amounts described in Paragraphs 10(c)(i)(v), (w), (x) and (y)) (the "2000 Cellular Performance Award") if the Target was met for the 2000 Plan Year or, if a Modified Target was met for the 2000 Plan Year, the Applicable Percent of the 2000 Cellular Performance Award.

(ii) Payment of Cash Bonus Award - Service Condition. Half of the Cash Bonus Award (hereinafter, the "Cellular Service Award") shall be subject to service

conditions, and shall be paid to a Grantee at the following times if the following conditions are satisfied:

- (v) 20 percent of the Cellular Service Award shall be paid on or before February 29, 1996.
- (w) 20 percent of the Cellular Service Award shall be paid on or before February 28, 1998 if the Grantee is an active employee of the Company or a Subsidiary continuously from the Date of Grant to December 31, 1997.
- (x) 20 percent of the Cellular Service Award shall be paid on or before February 28, 1999 if the Grantee is an active employee of the Company or a Subsidiary continuously from the Date of Grant to December 31, 1998.
- (y) 20 percent of the Cellular Service Award shall be paid on or before February 29, 2000 if the Grantee is an active employee of the Company or a Subsidiary continuously from the Date of Grant to December 31, 1999.
- (z) 20 percent of the Cellular Service Award shall be paid on or before February 28, 2001 if the Grantee is an active employee of the Company or a Subsidiary continuously from the Date of Grant to December 31, 2000.

(d) Awards With Dates of Grant After June 30, 1996.

Except as otherwise determined by the Committee and provided in the terms of an Award, the following rules shall apply if the Date of Grant of an Award is after June 30, 1996.

(i) Payment of Cash Bonus Award - Performance Target. Half of the Cash Bonus Award (hereinafter, the "Cellular Performance Award") shall be subject to service and performance conditions. If the Grantee is an active employee of the Company or a Subsidiary continuously from the Date of Grant to December 31 of the last Plan Year in the Award Period, the Grantee shall be paid all or part of the Cellular Performance Award on or before March 15 of the next succeeding calendar year. The Cellular Performance Award shall be equal to the sum of the following amounts:

- (x) A percentage of the Award if the Target was met for the first Plan Year in the Award Period, or, if a Modified Target was met for the first Plan Year in the Award Period, the Applicable Percent of such amount.
- (y) A percentage of the Award (less the sum of the amounts described in Paragraph 10(d)(i)(x) and this Paragraph 10(d)(i)(y) for all preceding Plan Years) (the "Performance Award Amount") if the Target was met for a succeeding Plan Year in the Award Period, or if a Modified Target was met for such succeeding Plan Year, the Applicable Percent of such Performance Award Amount, provided that the applicable amount for any Plan Year shall not be less than zero.
- (z) The portion of the Award assigned to each Plan Year pursuant to this Paragraph 10(d)(i) shall be equal to the "Cumulative Cellular Performance Award." For purposes of this Paragraph 10(d)(i), the term "Cumulative Cellular Performance Award" means the product of the Cellular Performance Award times a fraction, the numerator of which is the value "n" assigned to such Plan Year pursuant to Paragraph 2(v), and the denominator of which is the total number of Plan Years in the Award Period.

(ii) Payment of Cash Bonus Award - Service Condition. Half of the Cash Bonus Award (hereinafter, the "Cellular Service Award") shall be subject to service conditions, and shall be paid to a Grantee at the following times if the following conditions are satisfied, provided that no payment of a Cellular Service Award shall be made unless the Grantee shall have delivered to the Company a duly executed employment agreement in form and substance satisfactory to the Company:

- (w) A percentage of the Cellular Service Award shall be paid as soon as reasonably practicable following the Date of Grant.
- (x) A percentage of the Cellular Service Award shall be paid on or before the last day of February of the third Plan Year in the Award Period, if any, if the Grantee is an active employee of the Company or a

Subsidiary continuously from the Date of Grant to December 31 of the second Plan Year in the Award Period.

(y) A percentage of the Cellular Service Award shall be paid on or before the last day of February of each succeeding Plan Year in the Award Period, if any, if the Grantee is an active employee of the Company or a Subsidiary continuously from the Date of Grant to December 31 of the Plan Year preceding such succeeding Plan Year in the Award Period.

(z) The percentage of the Cellular Service Award assigned to each Plan Year pursuant to this Paragraph 10(d)(ii) shall be equal to the quotient obtained by dividing the Cellular Service Award by the number of Plan Years in the Award Period.

11. TAXES

The Company shall withhold the amount of any federal, state, local or other tax, charge or assessment attributable to the grant of any Award or lapse of restrictions under any Award as it may deem necessary or appropriate, in its sole discretion.

12. TERMINATING EVENTS

The Committee shall give Grantees at least thirty (30) days' notice (or, if not practicable, such shorter notice as may be reasonably practicable) prior to the anticipated date of the consummation of a Terminating Event. The Committee may, in its discretion, provide in such notice that upon the consummation of such Terminating Event, any remaining conditions to payment of a Grantee's Award shall be waived, in whole or in part.

13. AMENDMENT AND TERMINATION

The Plan may be terminated by the Board or the Committee at any time. The Plan may be amended by the Board or the Committee at any time. No Award shall be affected by any such termination or amendment without the written consent of the Grantee.

14. EFFECTIVE DATE

The effective date of this amendment and restatement of the Plan is June 21, 1999, the date on which it was adopted by the Committee. To the extent provided by the Committee, the rules of the Plan, as amended and restated, shall apply to the determination of

payments to be made pursuant to the Plan on and after the effective date of this amendment and restatement of the Plan.

15. GOVERNING LAW

The Plan and all determinations made and actions taken pursuant to the Plan shall be governed in accordance with Pennsylvania law.

Executed this 21st day of June, 1999.

COMCAST CORPORATION

BY: /s/ Stanley Wang

ATTEST: /s/ Arthur Block

EXHIBIT A

Applicable Percents and Modified Targets

Achievement Range	Percent Vested
-----	-----
100%	100%
95 - 99%	95%
90 - 94%	90%
85 - 89%	80%
80 - 84%	70%
75 - 79%	50%
70 - 74%	30%
less than 70%	0%

1996 EXECUTIVE CASH BONUS PLAN
(as amended December 15, 1998)

1. PURPOSE

The purpose of the Plan is to provide, subject to shareholder approval and approval by the Committee (as defined below), performance-based cash bonus compensation for certain employees of Comcast Corporation, a Pennsylvania corporation (the "Company") in accordance with a formula that is based on the financial success of the Company as part of an integrated compensation program which is intended to assist the Company in motivating and retaining employees of superior ability, industry and loyalty.

2. DEFINITIONS

The following words and phrases as used herein shall have the following meanings, unless a different meaning is plainly required by the context:

"Board of Directors" shall mean the Board of Directors of the Company.

"Cash Flow" shall mean the operating income before depreciation and amortization for the Company and those of its affiliates which are included with the Company in its consolidated financial statements as prepared by the Company in accordance with generally accepted accounting principles.

"Committee" shall mean the Subcommittee on Performance-Based Compensation of the Compensation Committee of the Board of Directors.

"Company" shall mean Comcast Corporation, a Pennsylvania corporation, and any successor thereto.

"First Tier Goal" shall mean the performance goal, measured in terms of level of Cash Flow, as established by the Committee for each Plan Year. The First Tier Goal is the performance measure which, if achieved, permits payment to each Participant of 66 2/3% of the Participant's Target Bonus. The Committee shall in all events establish the First Tier Goal for each Plan Year no later than 90 days after the first day of the Plan Year or, if sooner, within the first 25% of the Plan Year. The First Tier Goal shall be established at the discretion of the Committee, provided, however, that the Committee must determine that, as of the date the First Tier Goal is established, it is substantially uncertain whether the level of Cash Flow required to meet the First Tier Goal will be achieved.

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"Participant" shall mean those persons eligible to participate in the Plan in accordance with Section 3.

"Plan" shall mean the 1996 Comcast Corporation Executive Cash Bonus Plan.

"Plan Year" shall mean the calendar year, except that the first Plan Year shall be the period from July 1, 1996 through December 31, 1996.

"Second Tier Goal" shall mean the performance goal, measured in terms of level of Cash Flow, as established by the Committee for each Plan Year. The Second Tier Goal is the performance measure which, if achieved, permits payment to each Participant of 100% of the Participant's Target Bonus. The Committee shall establish the Second Tier Goal for each Plan Year at the same time that it establishes the First Tier Goal for such Plan Year. The Second Tier Goal shall be a level of Cash Flow chosen at the discretion of the Committee that is higher than the level of Cash Flow chosen for the Plan Year as the First Tier Goal.

"Target Bonus" shall mean, with respect to any Participant for any Plan Year, the sum of (a) the Target Percentage of the Participant's base salary and any guaranteed bonus (other than any bonus awarded on account of the termination as of December 31, 1993, of the Company's discretionary cash bonus plan) as of the first day of the Plan Year and (b) the amount, if any, of such Participant's Target Bonus for any prior Plan Year which was not earned due to failure to meet the First Tier Goal or the Second Tier Goal; provided, however, that in no event shall any Participant's Target Bonus for any Plan Year exceed \$3,000,000.

"Target Percentage" shall mean, with respect to any Participant for any Plan Year, a percentage, not to exceed 150%, established by the Committee with respect to such Participant and such Plan Year. If no other

percentage is selected by the Committee, the Target Percentage shall be 50%.

3. PARTICIPATION

The Participants in the Plan shall be Brian L. Roberts, Lawrence S. Smith, John R. Alchin, Stanley Wang, and such other key executives as may be designated by the Committee to participate in the Plan from time to time.

4. TERM OF PLAN

Subject to approval of the Plan by the Committee and the shareholders of the Company, the Plan shall be in effect as of July 1, 1996 and shall continue until all amounts required to be paid with respect to all Plan Years up through and including the Plan Year ending December 31, 2003 are paid by the Company, unless sooner terminated by the Board of Directors.

5. BONUS ENTITLEMENT

Each Participant shall be entitled to receive a bonus in accordance with the provisions of Section 6 of the Plan only after certification by the Committee that the performance goals set forth in Section 6 have been satisfied. The bonus payment under the Plan shall be paid to each Participant as soon as practicable following the close of the Plan Year with respect to which the bonus is to be paid. Notwithstanding anything contained herein to the contrary, no bonus shall be payable under the Plan without the prior disclosure of the terms of the Plan to the shareholders of the Company and the approval of the Plan by such shareholders.

6. AMOUNT OF PERFORMANCE-BASED COMPENSATION

BONUS

(a) Each Participant in the Plan shall be entitled to a bonus with respect to a Plan Year which is equal to 662/3% of the Participant's Target Bonus if the Company's Cash Flow for the Plan Year is at least equal to the First Tier Goal, and 100% of the Target Bonus if the Company's Cash Flow for the Plan Year is at least equal to the Second Tier Goal. If the level of Cash Flow for the Plan Year is higher than the First Tier Goal and lower than the Second Tier Goal, the bonus with respect to such Plan Year shall be such percentage of the Participant's Target Bonus in excess of 662/3% as is determined by prorating the difference between 100% and 662/3% according to the level of Cash Flow in excess of the First Tier Goal divided by the difference between the levels of Cash Flow represented by the Second Tier Goal and the First Tier Goal. If the level of Cash Flow for a Plan Year is below the First Tier Goal established with respect to such Plan Year, no bonus shall be payable under the Plan for that Plan Year.

(b) In the event any payment of a bonus otherwise payable under the Plan occurs more than two months after the close of the Plan Year with respect to which the bonus is paid because the required disclosure of the terms of the Plan to the shareholders of the Company and the approval of the Plan by such shareholders delays such bonus payment, the amount of the bonus otherwise payable shall be increased by the amount such bonus payment would earn if it were invested in an investment bearing a 7% annual rate of return, compounded daily, or such other reasonable rate of interest as may be determined by the Committee, during the period from the close of the Plan Year with respect to which such bonus is paid and the date the bonus is actually paid.

(c) Notwithstanding anything contained herein to the contrary, in the event there is a significant acquisition or disposition of any assets, business division, company or other business operations of the Company that is reasonably expected to have an effect on Cash Flow as otherwise determined under the terms of the Plan, the First Tier Goal and the Second Tier Goal shall be adjusted to take into account the impact of such acquisition or disposition by increasing or decreasing such goals in the same proportion as Cash Flow of the Company would have been affected for the prior Plan Year on a pro forma basis had such an acquisition or disposition occurred on the same date during the prior Plan Year (except in the case of the first

Plan Year the adjustment shall be made by reference to the effect such an acquisition or disposition on the same date during the prior calendar year would have had on Cash Flow for the period commencing July 1, 1995 and ending December 31, 1995). Such adjustment shall be based upon the historical equivalent of Cash Flow of the assets so acquired or disposed of for the prior Plan Year, as shown by such records as are available to the Company, as further adjusted to reflect any aspects of the transaction that should be taken into account to ensure comparability between amounts in the prior Plan Year and the current Plan Year.

(d) Notwithstanding the determination of the amount of a Participant's bonus payable with respect to any Plan Year under Section 6(a), the Committee shall have the discretion to reduce or eliminate the bonus otherwise payable to a Participant if it determines that such a reduction or elimination of the bonus is in the best interests of the Company.

7. COMMITTEE

(a) Powers. The Committee shall have the power and duty to do all things necessary or convenient to effect the intent and purposes of the Plan and not inconsistent with any of the provisions hereof, whether or not such powers and duties are specifically set forth herein, and, by way of amplification and not limitation of the foregoing, the Committee shall have the power to:

(i) provide rules and regulations for the management, operation and administration of the Plan, and, from time to time, to amend or supplement such rules and regulations;

(ii) construe the Plan, which construction, as long as made in good faith, shall be final and conclusive upon all parties hereto; and

(iii) correct any defect, supply any omission, or reconcile any inconsistency in the Plan in such manner and to such extent as it shall deem expedient to carry the same into effect, and it shall be the sole and final judge of when such action shall be appropriate.

The resolution of any questions with respect to payments and entitlements pursuant to the provisions of the Plan shall be determined by the Committee, and all such determinations shall be final and conclusive.

(b) Indemnity. No member of the Committee shall be directly or indirectly responsible or under any liability by reason of any action or default by him as a member of the Committee, or the exercise of or failure to exercise any power or discretion as such member. No member of the Committee shall be liable in any way for the acts or defaults of any other member of the Committee, or any of its advisors, agents or representatives. The

Company shall indemnify and save harmless each member of the Committee against any and all expenses and liabilities arising out of his own membership on the Committee.

(c) Compensation and Expenses. Members of the Committee shall receive no separate compensation for services other than compensation for their services as members of the Board of Directors, which compensation can include compensation for services at any committee meeting attended in their capacity as members of the Board of Directors. Members of the Committee shall be entitled to receive their reasonable expenses incurred in administering the Plan. Any such expenses, as well as extraordinary expenses authorized by the Company, shall be paid by the Company.

(d) Participant Information. The Company shall furnish to the Committee in writing all information the Company deems appropriate for the Committee to exercise its powers and duties in administration of the Plan. Such information shall be conclusive for all purposes of the Plan and the Committee shall be entitled to rely thereon without any investigation thereof; provided, however, that the Committee may correct any errors discovered in any such information.

(e) Inspection of Documents. The Committee shall make available to each Participant, for examination at the principal office of the Company (or at such other location as may be determined by the Committee), a copy of the Plan and such of its records, or copies thereof, as may pertain to any benefits of such Participant under the Plan.

8. EFFECTIVE DATE, TERMINATION AND AMENDMENT

(a) Effective Date of Participation in Plan. Subject to shareholder and Committee approval of the Plan, participation in this Plan shall be effective as of July 1, 1996 and shall continue thereafter until the Plan is terminated.

(b) Amendment and Termination of the Plan. The Plan may be terminated or revoked by the Company at any time and amended by the Company from time to time, provided that neither the termination, revocation or amendment of the Plan may, without the written approval of the Participant, reduce the amount of a bonus payment that is due, but has not yet been paid, and provided further that no changes that would increase the amount of bonuses determined under provisions of the Plan shall be effective without approval by the Committee and without disclosure to and approval by the shareholders of the Company in a separate vote prior to payment of such bonuses. In addition, the Plan may be modified or amended by the Committee, as it deems appropriate, in order to comply with any rules, regulations or other guidance promulgated by the Internal Revenue Service with respect to applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), as they relate to the exemption for "performance-based compensation" under the limitations on the deductibility of compensation imposed under Code Section 162(m).

9. MISCELLANEOUS PROVISIONS

(a) Unsecured Creditor Status. A Participant entitled to a bonus payment hereunder, shall rely solely upon the unsecured promise of the Company, as set forth herein, for the payment thereof, and nothing herein contained shall be construed to give to or vest in a Participant or any other person now or at any time in the future, any right, title, interest, or claim in or to any specific asset, fund, reserve, account, insurance or annuity policy or contract, or other property of any kind whatever owned by the Company, or in which the Company may have any right, title, or interest, nor or at any time in the future.

(b) Other Company Plans. It is agreed and understood that any benefits under this Plan are in addition to any and all benefits to which a Participant may otherwise be entitled under any other contract, arrangement, or voluntary pension, profit sharing or other compensation plan of the Company, whether funded or unfunded, and that this Plan shall not affect or impair the rights or obligations of the Company or a Participant under any other such contract, arrangement, or voluntary pension, profit sharing or other compensation plan.

(c) Separability. If any term or condition of the Plan shall be invalid or unenforceable to any extent or in any application, then the remainder of the Plan, with the exception of such invalid or unenforceable provision, shall not be affected thereby, and shall continue in effect and application to its fullest extent.

(d) Continued Employment. Neither the establishment of the Plan, any provisions of the Plan, nor any action of the Committee shall be held or construed to confer upon any Participant the right to a continuation of employment by the Company. The Company reserves the right to dismiss any employee (including a Participant), or otherwise deal with any employee (including a Participant) to the same extent as though the Plan had not been adopted.

(e) Incapacity. If the Committee determines that a Participant is unable to care for his affairs because of illness or accident, any benefit due such Participant under the Plan may be paid to his spouse, child, parent, or any other person deemed by the Committee to have incurred expense for such Participant (including a duly appointed guardian, committee, or other legal representative), and any such payment shall be a complete discharge of the Company's obligation hereunder.

(g) Jurisdiction. The Plan shall be construed, administered, and enforced according to the laws of the Commonwealth of Pennsylvania, except to the extent that such laws are preempted by the Federal laws of the United States of America.

(h) Withholding. The Participant shall make appropriate arrangements with the Company for satisfaction of any federal, state or local income tax withholding requirements and Social Security or other tax requirements applicable to the accrual or payment

of benefits under the Plan. If no other arrangements are made, the Company may provide, at its discretion, for any withholding and tax payments as may be required.

COMCAST CORPORATION
1997 DEFERRED STOCK OPTION PLAN

(As Amended and Restated, Effective June 21, 1999)

1. ESTABLISHMENT OF PLAN

COMCAST CORPORATION, a Pennsylvania corporation, hereby amends and restates the Comcast Corporation 1997 Deferred Stock Option Plan (the "Plan"), effective June 21, 1999. The Plan was initially adopted effective September 16, 1997. The Plan is unfunded and is maintained primarily for the purpose of providing a select group of management or highly compensated employees the opportunity to defer the receipt of Shares and corresponding recognition of compensation income upon the exercise of Options.

2. DEFINITIONS

2.1 "A Stock" means the Company's Class A Common Stock, par value, \$1.00, including a fractional share.

2.2 "Account" means the bookkeeping accounts established pursuant to Paragraph 5.1 and maintained by the Administrator in the names of the respective Participants, to which Deferred Stock Units, dividend equivalents and earnings on dividend equivalents shall be credited, and from which all amounts distributed under the Plan shall be debited.

2.3 "Active Participant" means:

2.3.1 Each Participant who is in active service as an Outside Director;

2.3.2 Each Participant who is actively employed by a Participating Company as an Eligible Employee; and

2.3.3 A Permitted Transferee of an individual described in Paragraph 2.3.1 or 2.3.2, if applicable.

2.4 "Administrator" means the Committee.

2.5 "Affiliate" means, with respect to any Person, any other Person that, directly or indirectly, is in control of, is controlled by, or is under common control with, such

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Person. For purposes of this definition, the term "control," including its correlative terms "controlled by" and "under common control with," mean, with respect to any Person, the possession, directly or indirectly, of 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.

2.6 "Annual Rate of Pay" means, as of any date, an employee's annualized base pay rate. An employee's Annual Rate of Pay shall not include sales commissions or other similar payments or awards.

2.7 "Board" means the Board of Directors of the Company, or the Executive Committee of the Board of Directors of the Company.

2.8 "Change of Control" means any transaction or series of transactions as a result of which any Person who was a Third Party immediately before such transaction or series of transactions directly or indirectly owns then-outstanding securities of the Company having more than 50 percent of the voting power for the election of directors of the Company.

2.9 "Comcast Option Plan or Plans" means the Comcast Corporation 1986 Non-Qualified Stock Option Plan, the Comcast Corporation 1987 Stock Option Plan, or the Comcast Corporation 1996 Stock Option Plan, or any other incentive or non-qualified stock option plan subsequently adopted by the Company or an Affiliate.

2.10 "Comcast Plan" means any restricted stock, stock bonus, stock option or other compensation plan, program or arrangement established or maintained by the Company or an Affiliate, including, but not limited to this Plan, the Comcast Corporation 1990 Restricted Stock Plan and the Comcast Option Plans.

2.11 "Committee" means the Subcommittee on Performance Based Compensation of the Compensation Committee of the Board of Directors of the Company.

2.12 "Company" means Comcast Corporation, a Pennsylvania

corporation, including any successor thereto by merger, consolidation, acquisition of all or substantially all the assets thereof, or otherwise.

2.13 "Date of Grant" means the date as of which an Option is granted.

2.14 "Deceased Participant" means:

2.14.1 A Participant whose employment, or, in the case of a Participant who was an Outside Director, a Participant whose service as an Outside Director, is terminated by death;

- 2.14.2 A Participant who dies following termination of active service; or
- 2.14.3 A Permitted Transferee of an individual described in Paragraph 2.14.1 or 2.14.2, if applicable.

2.15 "Deferred Stock Units" mean the number of hypothetical Shares determined as the excess of (1) the number of Option Shares over (2) the number of Other Available Shares having a Fair Market Value as of the date of exercise of an Option equal to the exercise price for such Option Shares, as to which an Outside Director, Former Outside Director, Eligible Employee, Former Eligible Employee or Successor-in-Interest provides to the Company evidence of ownership of sufficient Shares to pay the exercise price for such Option Shares; provided, however, that if the Option is for A Stock, the Deferred Stock Units shall be credited to the Participant's Account as Deferred A Stock Units, and if the Option is for K Stock, the Deferred Stock Units shall be credited to the Participant's Account as Deferred K Stock Units.

2.16 "Disabled Participant" means:

- 2.16.1 A Participant whose employment or, in the case of a Participant who is an Outside Director, a Participant whose service as an Outside Director, is terminated by reason of disability;
- 2.16.2 A Participant who becomes disabled (as determined by the Committee) following termination of active service;
- 2.16.3 The duly-appointed legal guardian of an individual described in Paragraph 2.16.1 or 2.16.2 acting on behalf of such individual; or
- 2.16.4 A Permitted Transferee of an individual described in Paragraph 2.16.1 or 2.16.2, if applicable.

2.17 "Election" means a written election on a form provided by the Administrator, filed with the Administrator in accordance with Article 3, pursuant to which an Outside Director, Former Outside Director, Eligible Employee, Former Eligible Employee, Successor-in-Interest or Permitted Transferee:

- 2.17.1 Elects, within the time or times specified in Article 3, to defer the receipt of Shares pursuant to the exercise of all or part of an Option; and
- 2.17.2 Designates the time that such Shares and any dividend equivalents shall be distributed.

2.18 "Eligible Employee" means:

- 2.18.1 Each employee of a Participating Company whose Annual Rate of Pay is \$125,000 or more as of both (1) the date on which an Election is filed with the Administrator and (2) the first day of the Plan Year in which such Election is filed;
- 2.18.2 Each employee of a Participating Company who has a title at or above the level of vice president, whose Annual Rate of Pay is \$100,000 or more as of both (1) the date on which an Election is filed with the Administrator and (2) the first day of the Plan Year in which such Election is filed;
- 2.18.3 Each New Key Employee; and
- 2.18.4 Each other employee of a Participating Company who is designated by the Committee, in its discretion, as an Eligible Employee.

2.19 "Fair Market Value."

- 2.19.1 If Shares are listed on a stock exchange, Fair Market Value shall be determined based on the last reported sale price of a Share on the principal exchange on which Shares are listed on the last trading day prior to the date of determination.
- 2.19.2 If Shares are not so listed, but trades of Shares are reported on the Nasdaq National Market, the last quoted sale price of a share on the Nasdaq National Market on the last trading day prior to the date of determination.
- 2.19.3 If Shares are not so listed nor trades of Shares so reported, Fair Market Value shall be determined by the Committee in good faith.

2.20 "Former Eligible Employee" means an individual who has ceased to be actively employed by a Participating Company for any reason but who, immediately preceding his termination of employment, was an Eligible Employee.

2.21 "Former Outside Director" means an individual who has ceased to be a member of the Board, or the board of directors of Jones Intercable, Inc., as applicable, but who, immediately preceding his cessation of service as a member of such board of directors, was an Outside Director.

2.22 "Immediate Family" means an Outside Director's, Former Outside Director's, Eligible Employee's or Former Eligible Employee's spouse and lineal descendants, any trust all beneficiaries of which are any of such persons and any partnership all partners of which are any of such persons.

2.23 "K Stock" means the Company's Class A Special Common Stock, par value, \$1.00, including a fractional share.

2.24 "New Key Employee" means:

2.24.1 Each employee of a Participating Company hired on or after the effective date of the Plan whose Annual Rate of Pay on his date of hire is \$125,000 or more;

2.24.2 Each employee of a Participating Company hired on or after June 21, 1999 who has a title at or above the level of vice president and whose Annual Rate of Pay on his date of hire is \$100,000 or more; and

2.24.3 Each employee of a Participating Company who first becomes an Eligible Employee as a result of the amendment of the Plan effective June 21, 1999.

2.25 "Normal Retirement" means:

2.25.1 For a Participant who is an employee of a Participating Company immediately preceding his termination of employment, a termination of employment that is treated by the Participating Company as a retirement under its employment policies and practices as in effect from time to time; and

2.25.2 For a Participant who is an Outside Director immediately preceding his termination of service, his normal retirement from the Board or the board of directors of Jones Intercable, Inc., as applicable.

2.26 "Other Available Shares" means, as of any date, the excess, if any of:

2.26.1 The total number of Shares owned by a Person; over

2.26.2 The sum of:

- 2.26.2.1 The number of Shares owned by such Person for less than six months; plus
- 2.26.2.2 The number of Shares owned by such Person that has, within the preceding six months, been the subject of a withholding certification under any Comcast Plan; plus
- 2.26.2.3 The number of Shares owned by such Person that has, within the preceding six months, been received in exchange for Shares surrendered as payment, in full or in part, of the exercise price for an option to purchase any securities of the Company or an Affiliate under any Comcast Plan, but only to the extent of the number of Shares surrendered; plus
- 2.26.2.4 The number of Shares owned by such Person as to which evidence of ownership has, within the preceding six months, been provided to the Company in connection with the crediting of Deferred Stock Units to such Person's Account.

For purposes of this Paragraph 2.26, a Share that is subject to a deferral election pursuant to this Plan or another Comcast Plan shall not be treated as owned by a Person until all conditions to the delivery of such Share have lapsed. The number of Other Available Shares shall be determined separately for Shares of A Stock and Shares of K Stock.

2.27 "Option" means a non-qualified stock option to purchase Shares granted pursuant to a Comcast Option Plan; provided that each Option with a different Date of Grant shall be considered a separate Option.

2.28 "Option Shares" mean the Shares that are subject to the portion of an Option as to which an Election is in effect, as adjusted to reflect a Share Withholding Election.

2.29 "Outside Director" means a member of the Board, or a member of the board of directors of Jones Intercable, Inc., who is not an employee of a Participating Company.

2.30 "Parent Company" means all corporations that, at the time in question, are parent corporations of the Company within the meaning of section 424(e) of the Code.

2.31 "Participant" means each Outside Director, Former Outside Director, Eligible Employee, Former Eligible Employee, Successor-in-Interest or Permitted Transferee that

has made an Election and that has an undistributed amount credited to an Account under the Plan.

2.32 "Participating Company" means the Company and each of the Parent Companies and Subsidiary Companies.

2.33 "Permitted Transferee" means a member of the Immediate Family of an Outside Director, Former Outside Director, Eligible Employee or Former Eligible Employee to whom the right to exercise an Option has been transferred pursuant to a Comcast Option Plan.

2.34 "Person" means an individual, a corporation, a partnership, an association, a trust or any other entity or organization.

2.35 "Plan" means the Comcast Corporation 1997 Deferred Stock Option Plan, as set forth herein, and as may be amended from time to time.

2.36 "Plan Year" means the calendar year.

2.37 "Prime Rate" means the annual rate of interest identified by PNC Bank as its prime rate as of the first day of each calendar year.

2.38 "Retired Participant" means a Participant who has terminated employment pursuant to a Normal Retirement.

2.39 "Roberts Family." Each of the following is a member of the Roberts Family:

2.39.1 Brian L. Roberts;

2.39.2 A lineal descendant of Brian L. Roberts; or

2.39.3 A trust established for the benefit of any of Brian L. Roberts and/or a lineal descendant or descendants of Brian L. Roberts.

2.40 "Share" or "Shares" means for all purposes of the Plan, a share or shares of A Stock or K Stock, or such other securities issued by the Company as may be subject to adjustment in the event that Shares are changed into or exchanged for a different number or kind of shares of stock or other securities of the Company, whether through merger, consolidation, reorganization, recapitalization, stock dividend, stock split-up or other substitution of securities of the Company. In such event, the Committee shall make appropriate equitable anti-dilution adjustments to the number and class of Deferred Stock Units credited to Participants' Accounts. The Committee's adjustment shall be effective and binding for all purposes of the Plan.

2.41 "Share Withholding Election" means a written election on a form provided by the Administrator, filed with the Administrator in accordance with the rules applicable to the filing of Elections under Article 3, pursuant to which an Eligible Employee, Former Eligible Employee, Successor-in-Interest or Permitted Transferee elects to have the number of Shares deferred pursuant to the exercise of all or part of an Option and credited under the Plan as Deferred Stock Units adjusted so that Deferred Stock Units that would, but for a Share Withholding Election, be credited to an Account under the Plan, shall be deemed distributed pursuant to the Plan to satisfy applicable withholding tax liabilities, as described in Paragraph 10.2. With respect to Options that become subject to an Election after June 21, 1999, a Share Withholding Election must be filed not later than the applicable deadline for filing an Election under Article 3. With respect to Options that are subject to an Election on June 21, 1999, a Share Withholding Election must be filed on or before February 26, 1999.

2.42 "Subsidiary Companies" means:

2.42.1 all corporations that, at the time in question, are subsidiary corporations of the Company within the meaning of section 424(f) of the Code; and

2.42.2 Jones Intercable, Inc. and all corporations that, at the time in question, are subsidiary corporations of Jones Intercable, Inc. within the meaning of section 424(f) of the Code.

2.43 "Successor-in-Interest" means the estate or beneficiary of a deceased Former Outside Director, a deceased Former Eligible Employee or another deceased Participant, to whom the right to exercise an Option or the right to payment under the Plan shall have passed, as applicable.

2.44 "Terminating Event" means any of the following events:

2.44.1 The liquidation of the Company; or

2.44.2 A Change of Control.

2.45 "Third Party" means any Person, together with such Person's Affiliates, provided that the term "Third Party" shall not include the Company, an Affiliate of the Company or any member or members of the Roberts Family.

3. DEFERRAL ELECTIONS

3.1 Elections. Each Outside Director, Former Outside Director, Eligible Employee, Former Eligible Employee, Successor-in-Interest and Permitted Transferee who is the grantee or transferee of an Option, shall have the right to make an Election to defer the receipt of

Shares upon exercise of all or part of such Option by filing an Election at the time and in the manner described in this Article 3.

3.2 Filing of Elections. An Election to defer the receipt of Shares upon exercise of all or part of an Option shall be made on the form provided by the Administrator for this purpose. No such Election shall be effective unless it is filed with the Administrator on or before the date that is both (i) six (6) months prior to the exercise of such Option and (ii) in the calendar year preceding the calendar year in which such Option is exercised, provided that an Election filed with the Administrator on or before December 31, 1997 shall be effective with respect to the exercise of any Option after December 31, 1997.

3.3 Options to which Elections May Apply. A separate Election may be made for each Option, or a portion of such Option, with respect to which an Outside Director, Former Outside Director, Eligible Employee, Former Eligible Employee, Successor-in-Interest or Permitted Transferee desires to defer receipt of Shares upon exercise of all or a portion of such Option, but the failure of such a Person to make an Election with respect to an Option shall not affect such Person's right to make an Election for any other Option.

3.4 Election of Distribution Date.

3.4.1 Each Participant who elects to defer the receipt of Shares shall, on the Election, also elect the distribution date for such Shares; provided, however, that, subject to acceleration pursuant to Paragraph 3.4.3, Paragraph 3.4.4 or Paragraph 3.5, no distribution may be made earlier than January 2nd of the third calendar year beginning after the date of the Election nor later than January 2nd of the eleventh calendar year beginning after the date of the Election. The designation of the time for distribution of benefits under the Plan may vary with each separate Election. Subject to acceleration pursuant to Paragraph 3.4.3, Paragraph 3.4.4 or Paragraph 3.5, no distribution of the amounts deferred by a Participant for any Plan Year shall be made before the distribution date designated by the Participant on the most recently filed Election with respect to such deferred amounts.

3.4.2 Each Active Participant who has previously elected to receive a distribution of part or all of his or her Account, or who, pursuant to this Paragraph 3.4.2 has elected to defer the distribution date for Shares for an additional period from the originally-elected distribution date, may elect to defer the time of payment of such amount for a minimum of two and a maximum of ten additional years from the previously-elected distribution date, by filing an Election with the Administrator on or before the close of business

on June 30 of the Plan Year preceding the Plan Year in which the distribution would otherwise be made.

3.4.3 A Deceased Participant's Successor-in-Interest or the Permitted Transferee of a Deceased Participant, if applicable, may elect to:

3.4.3.1 Defer the time of payment of the Deceased Participant's Account for a minimum of two additional years from the date payment would otherwise be made (provided that if an Election is made pursuant to this Paragraph 3.4.3.1, the Deceased Participant's Account shall be distributed in full on or before the fifth anniversary of the Deceased Participant's death); or

3.4.3.2 Accelerate the time of payment of such amount from the date payment would otherwise be made to January 2nd of the calendar year beginning after the Deceased Participant's death.

An Election pursuant to this Paragraph 3.4.3 must be filed with the Administrator on or before the close of business on (i) the June 30 following the Participant's death on or before May 1 of a calendar year, (ii) the 60th day following the Participant's death after May 1 and before November 2 of a calendar year or (iii) the December 31 following the Participant's death after November 1 of a calendar year. One and only one Election shall be permitted pursuant to this Paragraph 3.4.3 with respect to a Deceased Participant's Account.

3.4.4 A Disabled Participant, or the Permitted Transferee of a Disabled Participant, if applicable, may elect to accelerate the time of payment of the Disabled Participant's Account from the date payment would otherwise be made to January 2nd of the calendar year beginning after the Participant became disabled. An Election pursuant to this Paragraph 3.4.4 must be filed with the Administrator on or before the close of business on the later of (i) the June 30 following the date the Participant becomes a Disabled Participant if the Participant becomes a Disabled Participant on or before May 1 of a calendar year, (ii) the 60th day following the date the Participant becomes a Disabled Participant if the Participant becomes a Disabled Participant after May 1 and before November 2 of a calendar year or (iii) the December 31 following the date the Participant becomes a Disabled Participant if the

Participant becomes a Disabled Participant after November 1 of a calendar year.

3.4.5 A Retired Participant, or the Permitted Transferee of a Retired

Participant, if applicable, may elect to defer the time of payment of the Retired Participant's Account for a minimum of two additional years from the date payment would otherwise be made (provided that if an Election is made pursuant to this Paragraph 3.4.5, the Retired Participant's Account shall be distributed in full on or before the fifth anniversary of the Retired Participant's Normal Retirement). An Election pursuant to this Paragraph 3.4.5 must be filed with the Administrator on or before the close of business on the later of (i) the June 30 following the Participant's Normal Retirement on or before May 1 of a calendar year, (ii) the 60th day following the Participant's Normal Retirement after May 1 and before November 2 of a calendar year or (iii) the December 31 following the Participant's Normal Retirement after November 1 of a calendar year.

3.5 Effect of Terminating Event. The Company shall give Participants at least thirty (30) days' notice (or, if not practicable, such shorter notice as may be reasonably practicable) prior to the anticipated date of the consummation of a Terminating Event. The Company may, in its discretion, provide in such notice that notwithstanding any other provision of the Plan or the terms of any Election, upon the consummation of a Terminating Event, the Account balance of each Participant shall be distributed in full and any outstanding Elections shall be revoked.

4. FORM OF DISTRIBUTION

4.1 Form of Distribution. Deferred Stock Units credited to an Account shall be distributed in the form of shares of A Stock and/or K Stock, as applicable. Dividend equivalents shall be distributed in a lump sum in cash.

5. BOOK ACCOUNTS

5.1 Account. An Account shall be established for each Outside Director, Former Outside Director, Eligible Employee, Former Eligible Employee, Successor-in-Interest or Permitted Transferee when such Person becomes a Participant. Deferred Stock Units shall be credited to the Account as of the date of exercise of an Option as to which an Election is in effect.

5.2 Crediting of Dividend Equivalents. The Account of each Participant shall be credited with dividend equivalents at the same rate per Deferred Stock Unit as are actually

paid per Share. Earnings shall be credited with respect to dividend equivalents credited to Accounts and credited with interest annually at the Prime Rate.

5.3 Status of Deferred Amounts. Regardless of whether or not the Company is a Participant's employer, all Deferred Stock Units and dividend equivalents under this Plan shall continue for all purposes to be a part of the general funds of the Company.

5.4 Participants' Status as General Creditors. Regardless of whether or not the Company is a Participant's employer, an Account shall at all times represent the general obligation of the Company. The Participant shall be a general creditor of the Company with respect to this obligation, and shall not have a secured or preferred position with respect to his or her Accounts. Nothing contained herein shall be deemed to create an escrow, trust, custodial account or fiduciary relationship of any kind. Nothing contained herein shall be construed to eliminate any priority or preferred position of a Participant in a bankruptcy matter with respect to claims for wages.

6. NON-ASSIGNABILITY, ETC.

6.1 Non-assignability. The right of each Participant in or to any Account, benefit or payment hereunder shall not be subject in any manner to attachment or other legal process for the debts of such Participant; and no Account, benefit or payment shall be subject to anticipation, alienation, sale, transfer, assignment or encumbrance.

6.2 Designation of Beneficiaries. Each Participant shall have the right to designate one or more beneficiaries to receive distributions in the event of the Participant's death by filing with the Administrator a beneficiary designation on the form provided by the Administrator for such purpose. The designation of beneficiary or beneficiaries may be changed by a Participant at any time prior to his or her death by the delivery to the Administrator of a new beneficiary designation form. If no beneficiary shall have been designated, or if no designated beneficiary shall survive the Participant, the Participant's estate shall be deemed to be the beneficiary.

7. INTERPRETATION

7.1 Authority of Committee. The Committee shall have full and exclusive authority to construe, interpret and administer this Plan and the Committee's construction and interpretation thereof shall be binding and conclusive on all persons for all purposes.

7.2 Claims Procedure. The Committee shall administer a reasonable claims procedure with respect to the Plan in accordance with Department of Labor Regulation section 2560.503-1, or any successor provision.

8. AMENDMENT OR TERMINATION

8.1 Amendment or Termination. The Company, by action of the Board or by action of the Committee, reserves the right at any time, or from time to time, to amend or modify this Plan. The Company, by action of the Board, reserves the right to terminate this Plan at any time.

9. MISCELLANEOUS PROVISIONS

9.1 No Right to Continued Employment. Nothing contained herein shall be construed as conferring upon any Participant the right to remain in the employment of a Participating Company as an executive or in any other capacity.

9.2 Governing Law. This Plan shall be interpreted under the laws of the Commonwealth of Pennsylvania.

9.3 Expiration of Options. Notwithstanding any provision of the Plan or an Election, no Election shall be effective with respect to an Option that has expired. In addition, no provision of the Plan or an Election shall be construed to extend the expiration date of any Option.

10. WITHHOLDING OF TAXES ON EXERCISE OF OPTION

10.1 In General. Whenever the Company proposes or is required to credit Deferred Stock Units to an Account in connection with the exercise of an Option, the Company shall have the right to require the optionee to remit to the Company an amount sufficient to satisfy any federal, state and local withholding tax requirements prior to the date on which Deferred Stock Units shall be deemed credited to the Account, or take any action whatever that it deems necessary to protect its interests with respect to tax liabilities. The Company's obligation to credit Deferred Stock Units to an Account on the exercise of an Option subject to an Election shall be conditioned on the optionee's compliance, to the Company's satisfaction, with any withholding requirement. Except as otherwise provided in Paragraph 10.2, the Company shall satisfy all applicable withholding tax requirements by withholding tax from other compensation payable by the Company to the optionee, or by the optionee's delivery of cash or other property acceptable to the Company having a value equal to the applicable withholding tax.

10.2 Share Withholding Election. With respect to any Option subject to an Election, an Eligible Employee, Former Eligible Employee, Successor-in-Interest or Permitted Transferee may elect to have the number of Option Shares determined such that Shares subject to such Option are withheld by the Company to the extent necessary to satisfy any withholding tax liabilities incurred in connection with the exercise of such Option. The number of Shares subject to an Option to be withheld pursuant to such a Share Withholding Election shall have a Fair Market Value approximately equal to the sum of (i) the minimum amount of withholding taxes

required to be withheld by the Company under applicable law, plus (ii) either (a) the minimum amount of withholding taxes arising because of the recognition of income (and consequent non- deferral of income) with respect to such withheld Shares or (b) the amount of withholding taxes arising because of the recognition of income (and consequent non-deferral of income) with respect to such withheld Shares, calculated at the highest applicable marginal tax rates; as indicated on the Share Withholding Election. Notwithstanding any other provision of the Plan or the terms of any Election, the number of Deferred Stock Units credited to Participants' Accounts shall be adjusted appropriately to reflect the withholding of Shares pursuant to such Share Withholding Elections.

11. EFFECTIVE DATE

The effective date of the Plan this amendment and restatement of the Plan shall be June 21, 1999.

IN WITNESS WHEREOF, COMCAST CORPORATION has caused this Plan to be executed by its officers thereunto duly authorized, and its corporate seal to be affixed hereto, as of the 21st day of June, 1999.

COMCAST CORPORATION

BY: /s/ Stanley Wang

ATTEST: /s/ Arthur Block

This schedule contains summary financial information extracted from the condensed consolidated statement of operations and condensed consolidated balance sheet and is qualified in its entirety by reference to such financial statements.

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COMCAST CORPORATION
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6-MOS	DEC-31-1999	
	JUN-30-1999	
		2,194
		5,736
		548
		(129)
		384
	8,972	
		4,669
	(1,520)	
	21,885	
4,686		
		7,004
555		
		32
		749
		5,406
21,885		
		2,853
	2,853	
		761
	(2,516)	
	(126)	
	0	
	(255)	
	1,639	
	(724)	
915		
	(20)	
	(3)	
		0
		905
		1.20
		1.11

Loss before income tax expense and other items excludes the effect of minority interests, net of tax, of \$12.8.