

programming distributor (“MVPD”) of programming owned by a Protected Third Party; or (ii) in connection with a negotiation for acquisition of programming or distribution rights in situations where a Protected Third Party also is interested in acquiring or selling the relevant programming (regardless of whether the Protected Third Party previously had any rights to carry or license such programming). Before any Highly Confidential Information is disclosed to any such Outside Expert, each Outside Expert so retained or employed shall sign and file a Declaration to confirm that he or she has read this subparagraph, meets the requirements of this subparagraph, and is bound by the obligations set forth herein. Such Declaration shall be provided to the Parties and the Protected Third Party. Nothing in this paragraph shall preclude an Outside Expert from advising, assisting, or otherwise participating on behalf of a Reviewing Party or a Protected Third Party in future arbitrations or program access proceedings (and any following proceedings at the FCC or in federal court) relating to arbitrations pursuant to the Commission’s principal order in MB Docket No. 10-56 and similar arbitrations thereto, subject to any and all restrictions on the use of confidential information applicable in this, as well as any such future, arbitration or proceeding.

(e) If Highly Confidential Information is disclosed to a person who is Outside Counsel of Record, and such person subsequently becomes an employee of any Party or Protected Third Party, such person shall not be allowed to work for such Party or Protected Third Party (i) in connection with any agreement for the distribution of the programming of a Protected Third Party by an MVPD; or (ii) in connection with a negotiation for acquisition of programming or distribution rights in situations where a Protected Third Party also is interested in acquiring or selling the relevant programming (regardless of whether Protected Third Party previously had any rights to carry or license such programming) until [date one year from today]. Nothing in this paragraph shall preclude such counsel from advising, assisting, or otherwise participating on behalf of a Reviewing Party in future arbitrations or program access proceedings (and any following proceedings at the FCC or in federal court) relating to arbitrations pursuant to the Commission’s principal order in MB Docket No. 10-56 and similar arbitrations thereto, subject to any and all restrictions on the use of confidential information applicable in this, as well as any such future, arbitration or proceeding.

9. Procedures for Obtaining Access to Confidential Information or Highly Confidential Information. In all cases where access to Confidential Information or Highly Confidential Information by Authorized Representatives is permitted pursuant to Paragraph 8, before reviewing or having access to any Confidential Information or Highly Confidential Information, each person seeking such access shall execute a Declaration, file it with the Arbitrator, and serve it upon the parties hereto by email through their counsel (as identified in the signature block hereto).

10. Disclosure of Confidential Information or Highly Confidential Information. An Authorized Representative may disclose Confidential Information or Highly Confidential Information only to other Authorized Representatives to whom disclosure is permitted under this Agreement.

11. Additional Disclosure.

(a) If any Party to this Proceeding seeks review of any decision or order issued by the Arbitrator before the Commission or a court of competent jurisdiction, such Party shall notify the Commission or such court of the existence and terms of this Agreement. Prior to filing an unredacted version of any decision or order or pleading containing Highly Confidential Information, the Parties shall (i) cooperate to have the Highly Confidential Information sealed and any proceedings on review closed; and (ii) seek confidential treatment of such Highly Confidential Information to the maximum extent possible, including, without limitation, treatment in accordance with Sections 0.442 and 0.461 of the Commission’s rules, 47 C.F.R. §§ 0.442, 0.461. In addition, a Party submitting Highly Confidential Information to the Commission or a court shall mark and identify such Highly Confidential Information in a manner consistent with Paragraph 13 hereof so as to alert the Commission or court that it is receiving

Highly Confidential Information subject to this Agreement.

(b) The Arbitrator shall file under seal an unredacted copy of his award with the Commission promptly upon its release to the Parties.

12. Use of Confidential Information and Highly Confidential Information. Confidential Information and Highly Confidential Information shall be used solely for the preparation and conduct of this Proceeding; shall not be used for any other purpose (including but not limited to competitive business purposes); and shall not be disclosed except in accordance with this Agreement. This Agreement shall not preclude the use of any material or information that is in the public domain or has been developed independently by any other person who has not had access to Confidential Information or Highly Confidential Information nor otherwise learned of its contents through this Proceeding. Should the Arbitrator rely upon or otherwise make reference to the contents of any of the Highly Confidential Information in his decision in this Proceeding, he will do so by redacting any Highly Confidential Information from the version of his decision made available to the Parties (other than Outside Counsel of Record) and by making the unredacted version of the decision available only to the Commission or a court of competent jurisdiction in accordance with paragraph 11 hereof, and to those persons entitled to access to Highly Confidential Information under this Agreement.

13. Pleadings or Filings Using Highly Confidential Information. Parties may, in any pleadings or other documents that they file in this Proceeding, reference Highly Confidential Information, but only if they comply with the following procedures:

(a) Any portions of the filings that contain or disclose Highly Confidential Information must be physically segregated from the remainder of the filings and filed under seal in accord with the remainder of this paragraph. This requirement is satisfied when a Party files (1) a redacted version of the document; and (2) a non-public version of the document (of which only one copy should be filed) that contains the Highly Confidential Information and bears the legend set forth in Paragraph 13(c);

(b) The portions or versions of pleadings containing or disclosing Highly Confidential Information must designate the specific portions of the pleading containing such Highly Confidential Information;

(c) The cover page and each page of any Party's filing that contains or discloses Highly Confidential Information subject to this Agreement must be clearly marked: "HIGHLY CONFIDENTIAL INFORMATION SUBJECT TO CONFIDENTIALITY AGREEMENT AND PROTECTIVE ORDER IN CASE NO. _____"; and

(d) The Highly Confidential version of the pleading, to the extent it is required to be served, shall be served upon the Arbitrator and Outside Counsel of Record that have signed the Declaration. Such Highly Confidential versions shall be filed under seal, and shall not be placed in any public file or shared with any other party or person, except as expressly provided by this Agreement. Except as provided above, Parties may not provide courtesy copies of pleadings containing Highly Confidential Information to any other person.

14. Client Consultation. Nothing in this Agreement shall prevent or otherwise restrict Outside Counsel of Record from rendering advice to their clients relating to the conduct of this Proceeding or any subsequent administrative or judicial proceeding arising therefrom and, in the course thereof, relying generally on examination of Confidential Information or Highly Confidential Information; *provided, however,* that in rendering such advice and otherwise communicating with such client, Outside Counsel of Record shall not disclose Confidential Information or Highly Confidential Information except as consistent with this Agreement.

15. Violations of Agreement.

(a) Should a Party that has obtained access to Highly Confidential Information under this Agreement violate any of its terms, it shall immediately convey that fact to the Designating Party and to

any Protected Third Party whose Highly Confidential Information has been utilized in violation of this Agreement, any of whom may choose to bring it to the attention of the Arbitrator or the Commission as appropriate. Further, should such violation consist of improper disclosure or use of Highly Confidential Information, the violating party shall take all necessary steps to remedy the improper disclosure or use. The violating party shall also immediately notify the Designating Party and any Protected Third Party whose Highly Confidential Information has been utilized in violation of this Agreement, in writing, of the identity of each party known or reasonably suspected to have obtained the Highly Confidential Information through any such disclosure. The Arbitrator shall have full authority to fashion appropriate sanctions for violations of this Agreement, including but not limited to denial of further access to Highly Confidential Information in this Proceeding.

(b) The parties hereto agree that Highly Confidential Information is of special, unique and extraordinary character, and that a Protected Third Party's ability to pursue damages alone would be an inadequate remedy for a breach of this Agreement. In the event that any Protected Third Party believes that use of its Highly Confidential Information in violation of this Agreement has occurred or is about to occur, or that any other party hereto has breached or is about to breach this Agreement, such Protected Third Party shall be entitled to seek an injunction restraining any such violation or breach or threatened violation or breach and enforcement of this Agreement by a decree of specific performance requiring each party hereto to fulfill its obligations under this Agreement, in any such case without the necessity of showing economic loss or other actual damage and without any bond or other security being required. Protected Third Parties also shall have the right to seek appropriate relief from the Commission and, to the extent that the Commission's authority is so delegated, the staff of the Commission. Nothing in this Agreement shall limit any other rights and remedies available to a Protected Third Party at law or equity against any person using Highly Confidential Information in a manner not authorized by this Agreement.

(c) Each Protected Third Party shall have all of the rights and remedies identified herein only individually with respect to its own Highly Confidential Information; no Protected Third Party shall be required to act in concert or coordination with any other Protected Third Party to exercise its rights and remedies hereunder.

16. **Termination of Proceeding.** Within fifteen (15) days after final resolution of this Proceeding (which includes any administrative or judicial appeals), Authorized Representatives of Reviewing Parties shall make their best efforts to destroy all Highly Confidential Information as well as all copies and derivative materials made therefrom, and shall certify in a writing served on the parties hereto that such best efforts have been conducted to ensure that no Highly Confidential Information has been retained by any person having access thereto, except that the Arbitrator and each Outside Counsel of Record representing a Reviewing Party may retain two paper copies and one electronic copy of all pleadings filed in this Proceeding and all transcripts created in connection with this Proceeding, regardless of whether such pleadings or transcripts contain Highly Confidential Information. Any Highly Confidential Information contained in any copies of pleadings or transcripts retained or in materials that have been destroyed pursuant to this paragraph shall be protected from disclosure or use indefinitely in accordance with this Agreement unless such Highly Confidential Information is released from the restrictions of this Agreement either through agreement of the parties or as otherwise expressly set forth herein.

Authorized Representatives shall have a continuing obligation to destroy any previously undestroyed documents if and when they are discovered.

17. **No Waiver of Confidentiality.** Disclosure of Confidential Information or Highly Confidential Information as provided herein shall not be deemed a waiver by the Designating Party or any Protected Third Party of any entitlement to confidential treatment of such information. Reviewing Parties, by viewing these materials:

- (a) agree not to assert any such waiver;
- (b) agree not to use Confidential Information or Highly Confidential Information in any proceeding other than such as permitted herein unless obtained independently of this Proceeding; and
- (c) agree that accidental disclosure of Confidential Information or Highly Confidential Information shall not be deemed a waiver of entitlement to confidential treatment of such information.

18. Subpoena by Courts, Departments, or Agencies. If a court or a federal or state department or agency issues a subpoena or orders production of Highly Confidential Information that a party has obtained under terms of this Agreement, such party shall promptly notify in writing each Designating Party, and any Protected Third Party whose Highly Confidential Information is affected, of the pendency of such subpoena or order. Consistent with the independent authority of any court, department, or agency, the party to whom the subpoena or order is directed shall not provide or otherwise disclose Highly Confidential Information prior to providing the Designating Party and Protected Third Party notice and waiting fifteen (15) business days so that the Designating Party and Protected Third Party shall have an opportunity to contest the validity of the subpoena or order of production through appeal or seek a confidentiality order or other protection against disclosure of any Highly Confidential Information.

19. Additional Rights Preserved. The execution of this Agreement is without prejudice to the rights of the Designating Party or any Protected Third Party to apply for additional or different protection where it is deemed necessary or to the rights of Reviewing Parties to request further or renewed disclosure of Confidential Information or Highly Confidential Information.

20. Effect of Agreement. This Agreement, which has been entered for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all parties hereto, constitutes an agreement among the parties hereto and the persons executing the attached Declaration. This Agreement and its protections will continue in force indefinitely. This Agreement, together with all attachments, constitutes the full and entire understanding and agreement among the parties with regard to the subject matter hereof, and supersedes all prior agreements, understandings, inducements or conditions, express or implied, oral or written, relating to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of trade inconsistent with any of the terms hereof. This Agreement has been prepared by all of the parties hereto, and no inference of ambiguity against the drafter of a document therefore applies against any party hereto.

21. Severability. In the event that one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall automatically be replaced with one that incorporates the original intent of the parties to the maximum extent permitted by law and the balance of the Agreement shall be enforced in accordance with its terms.

22. No Third Party Beneficiaries. No provision of this Agreement shall confer upon any person other than the parties hereto any rights or remedies hereunder.

23. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

Dated: _____

[SIGNATURE BLOCKS FOR COUNSEL]

SO ORDERED AND ENTERED,

Dated: _____

Arbitrator

(employer) _____

(address) _____

(phone) _____

(date) _____

APPENDIX F
Agreements Between Applicants and Network Affiliate Organizations

June 3, 2010

Mr. Stephen B. Burke
Chief Operating Officer
Comcast Corporation
Philadelphia, Pennsylvania

Mr. Jeffrey A. Zucker
President and Chief Executive Officer
NBC Universal
New York, New York

Dear Steve and Jeff:

As we have discussed, the NBC Television Affiliates (the "Association") has sought assurances that the mutually beneficial relationship between the NBC Television Network ("NBC" or the "Network") and NBC Local Affiliates (as defined below) will continue to be robust under the proposed transaction under which Comcast Corporation ("Comcast") will acquire control of NBC Universal, Inc. ("NBCU") (such transaction, the "Transaction"). We know that you also recognize the value of that relationship, as well as the value of the Association's support for the Transaction. The binding commitments in this agreement (the "Agreement"), which except as otherwise expressly provided herein will be in effect until the date that is seven (7) years after the closing of the Transaction (such date, the "Sunset Date"), provide the Association with the assurances it needs to represent to its members that it believes that the network-affiliate relationship that we all value so highly will remain strong after the Transaction is consummated.

Accordingly, Comcast and NBCU hereby agree as follows:

1. **Commitment to Free Over-the-Air Broadcasting.** Comcast and NBCU have made the following commitment in their joint public interest filing at the FCC: "The combined entity remains committed to continuing to provide free over-the-air television through its O&O broadcast stations and through local broadcast affiliates across the nation. As NBC negotiates and renews agreements with its broadcast affiliates, NBC will continue its cooperative dialogue with its affiliates toward a business model to sustain free over-the-air service that can be workable in the evolving economic and technological environment." In furtherance of this commitment, Comcast will, for a period of ten (10) years after consummation of the Transaction:
 - A. Maintain the Network—as made available for broadcast over the air by the Network's broadcast television affiliates—as a premier general entertainment programming service, including a mix of high-quality programming that is generally consistent with the mix, quality, and schedule that is maintained by the ABC, CBS, and FOX Television Networks.

- B. Devote sufficient resources to program development intended and designed to ensure that the Network's program schedule remains competitive with the schedules of the ABC, CBS, and FOX Television Networks.
2. Major Sporting Events. To maintain the public's free, over-the-air access to Major Sporting Events: For purposes of this Section 2, "Major Sporting Events" shall be defined as major professional sports, Olympic events, and any college or amateur sporting events with ratings generally consistent with major professional sports and shall not include any sporting events that currently are distributed exclusively on a non-broadcast cable channel.
- A. Major Sporting Events for which the Network holds broadcast rights as of the date of this Agreement ("Current Major Sporting Events"), shall continue to be broadcast on the Network, and Comcast shall not migrate such Events to any linear programming channel in which Comcast has an ownership interest (a "Comcast Channel"), until the earlier of (i) the date Comcast ceases to control the Network, (ii) with respect to each Comcast Channel, the date Comcast ceases to have an ownership interest in such Comcast Channel, (iii) the expiration or termination of the contracts under which the Network has acquired the rights to broadcast such Current Major Sporting Events, or (iv) the Sunset Date. Notwithstanding the foregoing, this Subsection A of this Section 2 shall not prohibit Comcast from distributing Major Sporting Events on Comcast Channels or from migrating Current Major Sporting Events to Comcast Channels, provided that the Network maintains a substantially comparable quantity and quality of Current Major Sporting Events programming on the Network and available for broadcast by NBC Local Affiliates calculated on a Major-Sporting-Event by Major-Sporting-Event basis (for example, maintaining comparable quantity and quality of NFL games after such additional distribution compared to before, major Olympic events before and after such distribution, and the like).
- B. Until the earlier of (i) the date Comcast ceases to control the Network, (ii) with respect to each Comcast Channel, the date Comcast ceases to have an ownership interest in such Comcast Channel, (iii) the Sunset Date, or (iv) the date on which Major Sporting Events cease to be distributed on the ABC, CBS, and Fox television networks, Comcast, in negotiations to acquire licenses for the national distribution of Major Sporting Events on Comcast Channels, shall use commercially reasonable efforts to negotiate a provision for a reasonable portion of distribution on the Network in a manner that is available to the NBC Local Affiliates under the terms of their affiliation agreements. Notwithstanding the foregoing, this Subsection B of this Section 2 shall not impose any obligations on Comcast with respect to (x) renewals, amendments, or extensions of existing agreements for the distribution of Major Sporting Events on any Comcast Channel, (y) agreements for the distribution of Major Sporting Events on regional sports networks (i.e., linear programming channels with limited territorial licenses to exhibit Major Sporting Events), or (z) agreements for the distribution on any Comcast Channel of Major Sporting Events packages that were previously exclusively exhibited on non-broadcast cable channel(s).

- C. Subsection B of this Section 2 shall not apply to any contract for distribution of a Major Sporting Event if the NBC Local Affiliates, after reasonable notice and good faith negotiations with the Network, have declined to provide commercially reasonable financial support to the Network. For purposes of this Subsection C, whether terms are commercially reasonable shall be determined by reference to the value of support that is provided by affiliates of the ABC, CBS, and Fox Television Networks to their respective network(s) to support the rights fees for Major Sporting Events, taking into account the relative value of such sports programming and the value of any benefits received by such affiliates in exchange for such support.
3. Separate Negotiation of Agreements. The Network will remain solely responsible for negotiating network affiliation agreements with individual NBC Local Affiliates. Comcast Cable Communications, LLC, any of its direct or indirect subsidiaries owning, operating, or managing cable systems, and any of its affiliates that do not have an interest in NBCU (collectively, "Comcast Cable") will remain solely responsible for negotiating retransmission consent agreements with individual NBC Local Affiliates. Such retransmission consent negotiations, on the one hand, and affiliation agreement negotiations, on the other hand, will be conducted separate from, and without influence on, one another. This Section 3 shall not be subject to expiration on the Sunset Date, provided, however, that it shall expire on the date upon which the Network is no longer jointly owned with Comcast Cable. In furtherance of the foregoing:
- A. Comcast shall not use its control of NBC to engage in conduct that discriminates against any NBC Local Affiliate in the terms and conditions for affiliation or other business arrangements (including news gathering arrangements) with the Network as a result of negotiations or relationships between an NBC Local Affiliate and Comcast Cable. Network affiliation shall not be withheld from an affiliate, nor shall the terms and conditions of affiliation offered or provided to any affiliate be based upon the terms and conditions of retransmission consent between such affiliate and Comcast Cable, including as a result of (i) the positions or approaches taken by the affiliate in retransmission consent negotiations with Comcast Cable or (ii) the failure of such affiliate and Comcast Cable to agree upon terms and conditions of retransmission consent.
- B. Comcast shall not engage in conduct that discriminates against any NBC Local Affiliate in the terms and conditions for retransmission consent between Comcast Cable and any NBC Local Affiliate as a result of negotiations or relationships between such NBC Local Affiliate and the Network regarding station affiliation agreements. Comcast Cable shall not refuse to negotiate in good faith with any NBC Local Affiliate, nor shall the terms and conditions of retransmission offered or provided to such NBC Local Affiliate be based upon (i) the positions or approaches taken by the Affiliate in affiliation negotiations with the Network, (ii) the terms and conditions of network affiliation agreement(s) between such affiliate and the Network, or (iii) the failure of such affiliate and the Network to agree upon terms and conditions of network affiliation.

- C. Nothing in this Section 3 shall be construed to limit actions by the Network or by Comcast that are in the ordinary course of their independent negotiations and/or relationships and that do not tie together Network affiliation and retransmission consent negotiations.
4. Policy Debates on Retransmission Consent. Comcast agrees that it will not seek the repeal of the retransmission consent regime in existence as of the date of this Agreement.
5. Standard Terms of Affiliation. Under current paragraph 2 of the NBC model affiliation agreement, NBC commits (a) to “supply programming for free over-the-air television broadcasting by each Station during the hours set forth on Schedule II hereto (the ‘Programmed Time Periods’)” and to “offer each Station a variety of sports programming (“NBC Sports Programming”) and special events programming for television broadcast at times other than Programmed Time Periods” and (b) that “[f]or a period of seventy-two (72) hours following [an NBC offer of NBC Sports Programming or special events programming for television broadcast at times other than Programmed Time Periods, NBC affiliated stations] shall have the right of first refusal with respect to such programming as against any other television station located in Station’s community of license or any television program transmission service furnishing a television signal to Station’s community of license.” Comcast pledges that each of these provisions (subject to changes in the language that do not undermine the benefit of the provision to NBC Local Affiliates) will remain part of the standard terms and conditions of affiliation offered to NBC Local Affiliates. Nothing in this paragraph is intended to change the existing meaning of these or similar provisions in existing agreements.
6. Competitive Nature of Programming. In furtherance of the commitment to free over-the-air broadcasting and the goal of making NBC the strongest television network possible, Comcast commits to provide to NBC Local Affiliates primarily first-run programming on a primarily first-window basis (as to each affiliate in its respective television market), that is intended and designed to be competitive with the ABC, CBS, and FOX Television Networks, for a period of ten (10) years after the consummation of the Transaction.
7. Affiliate Market Integrity. As stated in the commitment made in the public interest filing at the FCC, Comcast remains committed to provide ad-supported broadcast television through its O&O broadcast stations and through NBC Local Affiliates across the nation. In recognition of the role that NBC Local Affiliates serve in the provision of free, local over-the-air television:
- A. Comcast agrees to honor NBC’s agreements and side letters that preserve existing non-duplication protections against importation of another affiliate broadcast station signal into an NBC Local Affiliate’s market. The Network will continue to provide these protections and execute any necessary agreements after expiration of current agreements and side letters to maintain these network non-duplication protections for NBC Local Affiliates for so long as the FCC maintains network non-duplication rules, and thus shall not be subject to expiration on the Sunset Date.

- B. Decisions involving exclusivity issues, as well as the decision by the Network whether to exercise any of its rights with respect to the distribution of Network programming consistent with the affiliation agreement, shall continue to be left to the Network and shall continue to be made solely on the basis of Network considerations and without regard to Comcast Cable considerations.
- C. Comcast will not use its control of the Network to transmit a same-day linear feed of Network programming on a Comcast, Comcast-managed, or Comcast-affiliated cable system in the television market of an NBC Local Affiliate in the event that such NBC Local Affiliate withdraws its consent in the course of a retransmission dispute with such Comcast, Comcast-managed, or Comcast-affiliated cable system. The obligations of this Subsection C of this Section 7 will be in effect until the later of ten (10) years after consummation of the Transaction or the date on which any one (1) of the ABC, CBS, and Fox networks offer or authorize one (1) or more major cable system operators to carry direct, same-day linear feeds of the programming such networks provide to their affiliates on cable television systems located in the television markets of their affiliates.
8. Cooperative Arrangements. The affiliate-network partnership is a key foundation of localism. Beyond the core program distribution relationship, NBC and its affiliates have partnered in a number of ventures to strengthen the relationship and benefit both parties. The NBC NewsChannel is one such example. The management of the NBC Affiliate Support Fund in accordance with the NBC Affiliate Support Fund Policy is a similarly important arrangement for affiliates. Comcast commits to maintaining existing, joint venture, and other cooperative relationships (e.g., the NBC NewsChannel, compliance with the NBC Affiliate Support Fund Policy) with NBC Local Affiliates and to working with the NBC Local Affiliates to seek out and establish new joint venture and other cooperative opportunities as they emerge in the fast-changing media environment of the future.
9. Local Affiliate Branding and Advertising Availabilities. NBC agrees to offer local affiliate branding and advertising availabilities on post-Network distribution of NBC Network Programs and NBC Sports Programming to other non-linear video program distribution on non-MVPD platforms, such as Hulu, where technically possible and commercially reasonable, as part of any "proxy" offer made to NBC Local Affiliates. NBC will use commercially reasonable efforts to include in such proxy offer the feature that Hulu ad-supported distribution of NBC Network Programs and NBC Sports Programming will include affiliate branding and advertising availabilities, with exact parameters of such branding commitments and availabilities to be negotiated as part of the proxy offer.

Throughout this Agreement, all references to "Comcast" include all Comcast Corporation operations and entities owned in whole or in part or managed by Comcast Corporation and their successor and assigns unless otherwise specified. Comcast Corporation shall cause any controlled subsidiaries or controlled affiliates whose performance of the provisions of this Agreement is necessary for Comcast Corporation to satisfy the Agreement to so perform. All references to a "cable system" or "cable systems" shall include any form of multichannel video

programming distributor system ("MVPD"), as defined under Section 602 of the Communications Act of 1934, as amended.

For purposes of this Agreement, an "NBC Local Affiliate" is any entity, other than NBCU, that at any point while this Agreement is in effect owns or operates one or more local television stations affiliated with the Network.

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity of any other provision of this Agreement and, in the event that any provision is determined to be invalid or otherwise illegal, this Agreement shall remain in effect and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein.

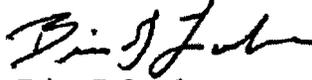
No term or condition of this Agreement shall be deemed waived, and no breach shall be excused, unless such waiver or excuse is in writing and signed by the party against whom such waiver or excuse is claimed. The rights and remedies herein expressly provided are cumulative and not exclusive of any other rights or remedies which any party would otherwise have at law, in equity, by statute or otherwise.

In the event that Sections 2, 3, and 7 above are not incorporated into a Federal Communications Commission order as binding conditions to the approval of the Transaction, each of Comcast, NBCU and the Association hereby acknowledges and agrees to the following: (i) that the rights and benefits granted to the Association hereunder are special and unique, and that the Association would suffer irreparable harm in the event that any of the agreements and provisions hereof were not performed fully by Comcast and/or NBCU (as applicable) in accordance with their specific terms or conditions or were otherwise breached, and that money damages are an inadequate remedy for breach thereof because of (among other matters) the difficulty of ascertaining and quantifying the amount of damage that will be suffered by the Association in the event that this Agreement is not performed in accordance with its terms or conditions or is otherwise breached; (ii) that the Association shall be entitled to seek an injunction or injunctions, preliminary and permanent, to restrain, enjoin and prevent breaches of this Agreement by Comcast and/or NBCU (as applicable) and to enforce specifically such terms and provisions of this Agreement; and (iii) neither Comcast nor NBCU will raise any defense that an adequate remedy at law is available. Each of Comcast, NBCU, and the Association expressly acknowledges and agrees that each of the NBC Local Affiliates is a third party beneficiary to Sections 3, 7(A) and 7(C) of this Agreement and may enforce any of the obligations of Comcast and NBCU thereunder. The parties further acknowledge and agree that this Agreement does not confer any rights upon any individual NBC Local Affiliate, other than the rights with respect to Sections 3, 7(A) and 7(C) set forth in the preceding sentence.

Upon execution and delivery by Comcast, NBCU, and the Association, this Agreement will become a legal and binding agreement among the parties. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, except to the extent that the parties' respective rights and obligations are subject to local, state and federal laws and regulations. This Agreement may be executed in counterparts and by facsimile, each of which when so executed, will be deemed an original, and all of which together shall constitute one and the same instrument.

Please signify your agreement to this Agreement by signing below.

Sincerely,



Brian G. Lawlor
President-Chairman
NBC Television Affiliates

Michael J. Fiorile
Past President-Chairman
NBC Television Affiliates

Accepted and agreed:

COMCAST CORPORATION

By: _____
Name: Stephen B. Burke
Title: Chief Operating Officer
Date: June 3, 2010

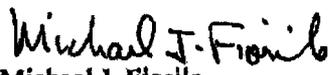
NBC UNIVERSAL, INC.

By: _____
Name: Jeffrey A. Zucker
Title: President and Chief Operating Officer
Date: June 3, 2010

Please signify your agreement to this Agreement by signing below.

Sincerely,

Brian G. Lawlor
President-Chairman
NBC Television Affiliates


Michael J. Florile
Past President-Chairman
NBC Television Affiliates

Accepted and agreed:

COMCAST CORPORATION

By: _____
Name: Stephen B. Burke
Title: Chief Operating Officer
Date: June 3, 2010

NBC UNIVERSAL, INC.

By: _____
Name: Jeffrey A. Zucker
Title: President and Chief Operating Officer
Date: June 3, 2010

Please signify your agreement to this Agreement by signing below.

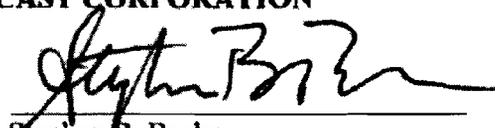
Sincerely,

Brian G. Lawlor
President-Chairman
NBC Television Affiliates

Michael J. Fiorile
Past President-Chairman
NBC Television Affiliates

Accepted and agreed:

COMCAST CORPORATION

By: 

Name: Stephen B. Burke

Title: Chief Operating Officer

Date: June 3, 2010

NBC UNIVERSAL, INC.

By: _____

Name: Jeffrey A. Zucker

Title: President and Chief Operating Officer

Date: June 3, 2010

Please signify your agreement to this Agreement by signing below.

Sincerely,

Brian G. Lawlor
President-Chairman
NBC Television Affiliates

Michael J. Fiorile
Past President-Chairman
NBC Television Affiliates

Accepted and agreed:

COMCAST CORPORATION

By: _____
Name: Stephen B. Burke
Title: Chief Operating Officer
Date: June 3, 2010

NBC UNIVERSAL, INC.

By: 
Name: Jeffrey A. Zucker
Title: President and Chief Executive Officer
Date: June 3, 2010

Execution Version

Agreement

This Agreement ("Agreement") is made this 21st day of June, 2010, between Comcast Corporation ("Comcast") and the ABC Television Affiliates Association, the CBS Television Network Affiliates Association, and the FBC Television Affiliates Association (collectively "the Associations"). In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, Comcast, on its behalf and on behalf of Comcast Cable Communications, LLC, agrees as follows:

1. This Agreement will be effective as of the date Comcast acquires control of NBC Universal, Inc. ("NBCU") (such acquisition, the "Transaction") and shall expire on the earlier of the seventh (7th) anniversary of the closing of the Transaction or such time as the NBC Television Network is no longer jointly owned with Comcast Cable Communications, LLC or controlled by Comcast.
2. Neither Comcast nor any cable system wholly-owned by, controlled by, or under common control with Comcast (the latter, "Comcast Cable Systems") will discriminate with respect to its retransmission consent negotiations with any television broadcast station that is affiliated with the ABC, CBS, or FOX Television Network (such stations, the "non-NBCU Stations") because such television broadcast station is not owned by, controlled by, or under common control with Comcast or affiliated with the NBC or Telemundo Television Networks. (Television stations wholly-owned by, controlled by, or under common control with Comcast or affiliated with the NBC or Telemundo Television Networks are referred to herein as "NBCU Stations.") Any competitive impact against an individual non-NBCU Station incidental to the ordinary course of retransmission consent negotiations will not be deemed to constitute discrimination for purposes of this Section 2. Not by way of limitation, the parties acknowledge that differences in retransmission consent fees or other economic consideration are not discrimination if such differences are based on competitive marketplace considerations.
3. Comcast Cable Systems will not link or engage in decision-making with NBCU with respect to retransmission consent negotiations with non-NBCU Stations. Comcast agrees that NBCU will remain solely responsible for negotiating retransmission consent of NBCU-owned broadcast stations with non-Comcast MVPDs (i.e., multi-channel video programming distributors), and Comcast and the Comcast Cable Systems will remain solely responsible for negotiating retransmission consent with non-NBCU Stations. Retransmission consent negotiations with non-NBCU Stations will be conducted by Comcast and Comcast Cable Systems separate from, and without influence by, NBCU and NBCU Stations.
4. In advocating its position as to whether rates, terms, and other carriage and retransmission conditions are consistent with "competitive marketplace conditions" in any retransmission consent complaint or any other retransmission consent-related legal proceeding involving a non-NBCU Station, Comcast and the Comcast Cable Systems waive their right to, and will not rely on or cite, the terms of any retransmission consent agreement between Comcast or a Comcast Cable System and any NBCU Station that is entered into following announcement of the Transaction.
5. Comcast and/or any Comcast Cable System will negotiate retransmission consent and carriage at arm's length and in good faith with respect to non-NBCU Stations.
6. Comcast will not, nor will any Comcast Cable System, attempt to create a competitive advantage for an NBCU Station by discriminating against any local, in-market non-NBCU Station in favor of such NBCU Station licensed to the same market with respect to the following technical signal carriage matters: changes in channel positions of non-NBCU Stations; downconversion of a non-NBCU Station's signal from digital to analog or from high definition to standard definition; retransmission of a non-NBCU Station's digital

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broadcast signal in a lesser format, lower quality, or lower resolution than that of an NBCU Station; forced or automatic tuning of set top boxes to a local, in-market NBCU Station; or interruption of a non-NBCU Station's broadcast with a Comcast Cable System or NBCU Station EAS message, unless otherwise agreed to in writing by such Station; provided, however, that when making any comparisons between such non-NBCU Station and any NBCU Station for purposes of this Section 6 the following shall be taken into account: (i) relevant ATSC formats, data rates and other relevant technical factors, as applicable, (ii) the quality of signal delivered to a Comcast Cable System's reception point by such non-NBCU Station and by the applicable NBCU Station, (iii) a lower channel number is not necessarily more favorable than a higher channel number in the same channel neighborhood, and (iv) over-the-air frequency, PSIP, and historical channel positioning. Any competitive impact against an individual non-NBCU Station incidental to the ordinary course of business will not be deemed to constitute discrimination for purposes of this Section 6.

7. In the event that Sections 1-6 are not incorporated into a Federal Communications Commission order or a Department of Justice consent decree as binding conditions to the approval of the Transaction, Comcast acknowledges and agrees that the Associations and/or their member non-NBCU Stations would suffer irreparable harm upon breach by Comcast and that money damages would not be adequate, and the Agreement shall therefore be enforceable by a decree of specific performance, preliminary and/or permanent injunction(s), and all other remedies available in law or equity. Comcast acknowledges and agrees that each of the non-NBCU Stations is a third party beneficiary of this Agreement with respect to Sections 1-6 only and may enforce any of Comcast's obligations therein. This Agreement shall be binding upon the parties hereto, their successors, and assigns.
8. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity of any other provision of this Agreement and, in the event that any provision is determined to be invalid or otherwise illegal, this Agreement shall remain in effect and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein.
9. No term or condition of this Agreement shall be deemed waived, and no breach shall be excused, unless such waiver or excuse is in writing and signed by the party against whom such waiver or excuse is claimed. The rights and remedies herein expressly provided are cumulative and not exclusive of any other rights or remedies which any party would otherwise have at law, in equity, by statute, or otherwise.
10. This Agreement may be executed in counterparts and by facsimile or email, each of which, when so executed, will be deemed an original, and all of which together shall constitute one and the same instrument.
11. Notices sent pursuant to this Agreement shall be forwarded by email and overnight courier as follows:

If to Comcast:

David L. Cohen
Executive Vice President
Comcast Corporation
One Comcast Center
Philadelphia, PA 19103
David_Cohen@Comcast.com

Execution Version

If to one or more of the Associations:

Wade H. Hargrove
Brooks, Pierce, McLendon, Humphrey & Leonard, L.L.P.
150 Fayetteville Street, Suite 1600
Raleigh, NC 27601
whargrove@brooksperce.com

COMCAST CORPORATION



Stephen B. Burke
Chief Operating Officer

ABC TELEVISION AFFILIATES ASSOCIATION

William Hoffman
Chair

CBS TELEVISION NETWORK
AFFILIATES ASSOCIATION

Wayne Daugherty
Chair

FBC TELEVISION AFFILIATES ASSOCIATION

Brian Brady
Chair

Execution Version

If to one or more of the Associations:

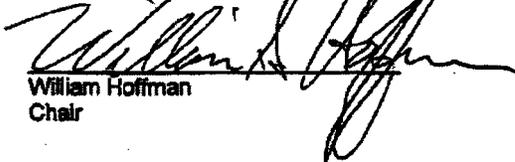
Wade H. Hargrove
Brooks, Pierce, McLendon, Humphrey & Leonard, L.L.P.
150 Fayetteville Street, Suite 1600
Raleigh, NC 27601
whargrove@brooksperce.com

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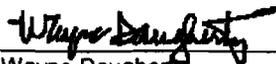
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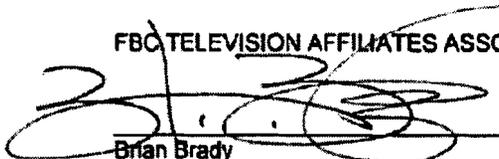
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CBS TELEVISION NETWORK
AFFILIATES ASSOCIATION

Wayne Daugherty
Chair

FBC TELEVISION AFFILIATES ASSOCIATION



Brian Brady
Chair

APPENDIX G
Agreements Between Applicants and Various Parties
AGREEMENT
between
COMCAST CORPORATION, NBC UNIVERSAL, INC.
and
THE INDEPENDENT FILM & TELEVISION ALLIANCE

THIS Agreement ("Agreement"), entered into on this 29th day of June, 2010, and made effective (consistent with Paragraph 2. below) upon execution by all parties hereto (the "Parties") and the closing of the joint venture between Comcast Corporation ("Comcast"), and NBC Universal, Inc. ("NBCU"), is made by and among Comcast, NBCU and the Independent Film & Television Alliance ("IFTA"). Notwithstanding the foregoing, the obligations of Comcast set forth in Paragraph 8. of this Agreement shall become effective upon execution of this Agreement by all Parties.

WHEREAS, Comcast and NBCU are committed to providing opportunities for independent producers;

WHEREAS, IFTA is concerned that such opportunities are not easily available to independent producers seeking to retain ownership of their productions; and

WHEREAS, IFTA recognizes that NBCU can provide industry leadership in providing such opportunities and NBCU recognizes that independent producers have been able to effectively and cost-efficiently produce high quality programs; and

WHEREAS, IFTA is the trade association representing the independent film and television industry and enters into this Agreement for the benefit of the industry, including IFTA Members and nonmembers; and

WHEREAS, the Parties desire to work together to ensure that opportunities for such programming to be considered for NBCU and Comcast platforms are enhanced.

NOW THEREFORE, Comcast, NBCU and IFTA have created this Agreement to establish an action plan for their cooperative efforts after the closing of the transaction between Comcast and NBCU (the "Transaction").

1. **Scope:** This Agreement is intended to cover scripted and unscripted ("reality") entertainment on the NBC network during primetime, on the NBCU cable entertainment networks (presently USA, Syfy, Bravo, Oxygen, Chiller and Slueth, as well as any cable entertainment networks that become part of NBCU in connection with the Transaction or in which NBCU acquires a controlling interest following the Transaction), and on Comcast's "New Media" (i.e., Video on Demand and Online) platforms.
2. **Term and Effective Date:** Except as provided in Paragraph 8. below, four (4) years. The Term shall commence on the June 1 following the closing of the Transaction.
3. **Development Meetings:** In July or August of each year of the Term (anticipated to be 6/1/11 - 5/31/12, 6/1/12 - 5/31/13, 6/1/13 - 5/31/14 and 6/1/14 - 5/31/15), NBCU will schedule a presentation outlining NBCU's upcoming scripted and reality development needs for independent Producers (the "Development Meeting"). For purposes of this Agreement, an

"Independent Producer" is defined as a producer/production company that: i) is not part of a vertically-integrated company; ii) is either an IFTA member, or is among those non-IFTA member companies that would not be considered a "major" independent supplier (e.g., SONY); iii) is financially able to deficit finance network-quality scripted series or longform programming or appropriately finance reality programming; and iv) has had at least three projects in development at (or has produced at least one (1) project that has been exhibited by) a broadcast network or a basic or pay cable entertainment network (or some combination thereof with respect to the development of three projects) within the five (5) years preceding the date of the applicable Development Meeting. Independent Producers include both IFTA and non-IFTA producers/production companies that satisfy the criteria of the definition contained in this paragraph. Both NBC and NBCU's cable entertainment networks will participate in the Development Meeting, including participation by executives at a level comparable to those executives who provide similar information regarding development needs to talent agencies. NBCU intends to hold the meeting in a theater on the Universal lot. NBCU will look to IFTA to provide an invitation list of up to 200 Independent Producers satisfying the criteria above, working with its membership as well as other independent producers and organizations.

4. **Pitch Meetings:** Subsequent to each year's Development Meeting, NBCU will set up meetings with appropriate creative executives from NBCU's entertainment networks to take series pitches from Independent Producers. (For the sake of clarity, the creative executives will be at levels comparable to the levels that take pitches from the "major" studios.) The Independent Producers will be referred by IFTA based on NBCU's stated development needs for the relevant season with the goal of having presentations by a diverse group of producers. NBCU may also submit independent Producers to IFTA for inclusion in this process. Independent Producers who are not IFTA members (whether submitted by NBCU or otherwise considered by IFTA) will not be unreasonably excluded from the process by IFTA. Independent Producers may be selected for pitches even if they did not attend the Development Meeting. NBCU commits that in the six-month period following each Development Meeting, its cable group as a whole will take at least 15 pitches and its broadcast group as a whole will take at least 20 pitches from Independent Producers as part of the process outlined in this Agreement (the "Process"). In the event IFTA proposes fewer than 15 cable pitches or 20 broadcast pitches as part of the Process, NBCU will satisfy this provision by taking all of the pitches proposed by IFTA for that category. Development executives from NBCU's Digital Studio may also participate in the pitch meetings in order to evaluate the presentations for potential digital platform opportunities. For the sake of clarity, this provision does not in any way limit NBCU's ability to take pitches from Independent Producers in addition to those pitches taken as part of the Process.
5. **Allocated Development Funds:** NBC will agree to allocate \$1 million in development funds each Year of the Term (the "NBC Fund") and, separately, the NBCU cable entertainment networks will agree to allocate \$500,000 in development funds each year of the Term (the "NBCU Cable Fund"). (The NBC Fund and the NBCU Cable Fund are referred to collectively as the "Allocated Development Funds"). The Allocated Development Funds are specifically and exclusively dedicated to supporting early development of new projects from Independent Producers as part of the Process. The Allocated Development Funds will be disbursed by NBCU directly to such Independent Producers in such amounts and allocations as NBCU determines is appropriate, but seeking to provide funds insofar as reasonably possible to multiple projects/independent Producers. The NBC Fund and the NBCU Cable Fund will not be cross-collateralized. No Allocated Development Funds shall be allocated for overhead. Within ninety (90) days after



each year of the Term, NBCU will provide to IFTA a report setting forth the projects and Independent Producers to which the Allocated Development Funds were allocated. For the sake of clarity, the Allocated Development Funds are in no way intended as a cap on the amount of development funds that NBC and the NBCU cable entertainment networks may use for projects from Independent Producers; projects from Independent Producers may also be developed by NBC and the NBCU cable entertainment networks out of their ordinary course development funds. If NBCU elects to develop any project under this Process, the terms of such deals will be commercially reasonable.

6. **Advertiser-Sponsored Movies of the Week ("MOWs"):** NBC will agree to facilitate formal (e.g., in person) introductions of Independent Producers of MOWs to advertisers looking to produce fully-sponsored MOWs (the kinds of sponsored projects of which "The Secrets of the Mountain" is representative) that will be supplied to NBC on a time-buy basis as the company's sales and programming needs dictate.
7. **Acquisition of Feature Films and other Programming:** The NBCU cable networks agree that, to the extent they license MOWs or mini-series (as Syfy does currently) or seek to acquire feature films (as USA does currently), their executives or employees, as consistent with current practices, will take submissions of professionally produced, completed MOWs, miniseries or films ("Submissions") from Independent Producers either in connection with the executives' attendance at the annual American Film Market in Santa Monica, at NATPE if appropriate, or at a mutually convenient time and location (in person or by telephone) in a good faith effort to consider independent programming for such slots. Further, in the event that during the Term, NBC changes the nature of its programming such that it regularly schedules MOWs or feature movies, NBC's executives will take a reasonable number of such Submissions (in light of its overall needs) from Independent Producers at a mutually convenient time and location (in person or by telephone). For the purposes of this paragraph, "Independent Producer" means a producer/production company that is not part of a vertically-integrated company, and is either an IFTA member, or is among those non-IFTA member companies that would not be considered a "major" independent supplier, (e.g. SONY).
8. **New Media Distribution:** Comcast Cable is prepared to work with IFTA on a structure that would enable Independent Producers to more easily enter into a direct business relationship with Comcast for distribution on its New Media platforms. Our mutual goal is to have a workable guideline to facilitate the process of content evaluation, negotiation and delivery from potentially scores of Independent Producers. Comcast commits to meet with IFTA to develop a mutually agreeable plan to simplify the method by which Independent Producers license their content to Comcast, which plan may include a master content agreement available for use by Independent Producers, a possible "subscription VOD" series of independent content, or another mutually agreeable alternative. The goal of the parties is, within three (3) months of this Agreement, to have developed a process for Comcast Cable to evaluate content for its New Media platforms from Independent Producers. For the purposes of this paragraph, "Independent Producer" means a producer/production company that is not part of a vertically-integrated company, and is either an IFTA member or is among those non-IFTA member companies that would not be considered a "major" independent supplier, (e.g. SONY).



9. Other Provisions:

A. Notwithstanding any other provision hereunder, this Agreement does not impose on any Party hereto any obligation to subsidize the direct business costs of any company or individual seeking to participate in the processes set forth in this Agreement, other than by NBCU in connection with the Allocated Development Funds described in paragraph 5 above.

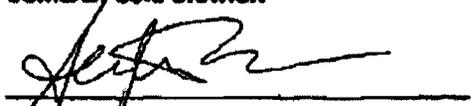
B. Comcast and NBCU have various other initiatives in place to promote diversity in connection with its entertainment divisions, which initiatives are not subject to or impacted by this Agreement.

C. This Agreement in no way disqualifies IFTA or its members from availing (or seeking to avail) themselves in other programs set up by Comcast and NBCU in which IFTA or its members are otherwise qualified to participate.

D. This Agreement constitutes a binding and enforceable agreement among the Parties and is subject to the laws of the State of California with the Forum designated as Los Angeles County, California.

E. This Agreement may only be amended in a writing signed by each Party to this Agreement.

COMCAST CORPORATION



Stephen Burke
Chief Operating Officer

Date: 6/30/10

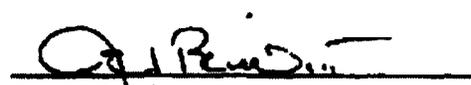
NBC UNIVERSAL, INC.



Jeffrey Zucker
President and Chief Executive Officer

Date: 6-29-10

INDEPENDENT FILM & TELEVISION ALLIANCE



Jean M. Prewitt
President and Chief Executive Officer

Date: 6-29-10