

NBCUNIVERSAL MEDIA, LLC

FORM 8-A12B/A (Amended Securities Registration (section 12(b)))

Filed 11/23/15

Address 30 ROCKEFELLER PLAZA
NEW YORK, NY 10112
Telephone 2126644444
CIK 0000902739
SIC Code 4841 - Cable and Other Pay Television Services

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

FORM 8-A/A

**FOR REGISTRATION OF CERTAIN CLASSES OF SECURITIES
PURSUANT TO SECTION 12(b) OR 12(g) OF
THE SECURITIES EXCHANGE ACT OF 1934**

COMCAST CORPORATION

(Exact name of registrant as specified in its charter)

PENNSYLVANIA
(State or other jurisdiction of
incorporation or organization)

27-0000798
(I.R.S. Employer
Identification Number)

**One Comcast Center
Philadelphia, Pennsylvania**
(Address of principal executive offices)

19103-2838
(Zip Code)

COMCAST CABLE COMMUNICATIONS, LLC

(Exact name of registrant as specified in its charter)

DELAWARE
(State or other jurisdiction of
incorporation or organization)

23-2175755
(I.R.S. Employer
Identification Number)

**One Comcast Center
Philadelphia, Pennsylvania**
(Address of principal executive offices)

19103-2838
(Zip Code)

NBCUNIVERSAL MEDIA, LLC

(Exact name of registrant as specified in its charter)

DELAWARE
(State or other jurisdiction of
incorporation or organization)

14-1682529
(I.R.S. Employer
Identification Number)

**30 Rockefeller Plaza
New York, New York**
(Address of principal executive offices)

10112-0015
(Zip Code)

If this form relates to the registration of a class of securities pursuant to Section 12(b) of the Exchange Act and is effective pursuant to General Instruction A.(c), please check the following box. Yes No

If this form relates to the registration of a class of securities pursuant to Section 12(g) of the Exchange Act and is effective pursuant to General Instruction A.(d), please check the following box. Yes No

Securities Act registration statement file number to which this form relates: _____(if applicable)

Securities to be registered pursuant to Section 12(b) of the Act:

Title of Each Class
to be so Registered

Name of Each Exchange on Which
Each Class is to be Registered

Guarantees to Comcast Corporation's 5.00% Notes due 2061
Guarantees to Comcast Corporation's 5.50% Notes due 2029
Guarantees to Comcast Cable Communications, LLC's 9.455% Guaranteed Notes
due 2022

New York Stock Exchange
New York Stock Exchange
New York Stock Exchange

Securities to be registered pursuant to Section 12(g) of the Act:

None

INFORMATION REQUIRED IN REGISTRATION STATEMENT

Item 1. Description of Registrants' Securities to be Registered

Comcast Corporation and Comcast Cable Communications, LLC ("Comcast Cable") hereby amend their Registration Statements on Form 8-A (File No. 001-32871), filed on November 30, 2012 and November 18, 2010, as each was amended on May 5, 2014; Comcast Cable hereby amends its Registration Statement on Form 8-A (File No. 001-31526) filed on November 1, 2002, as amended on December 20, 2002 and May 5, 2014; and NBCUniversal Media, LLC hereby amends its Registration Statement on Form 8-A (File No. 001-36438) filed on May 5, 2014, in each case to reflect the merger of Comcast Cable Holdings, LLC, Comcast MO Group, LLC (f/k/a Comcast MO Group, Inc.) and Comcast MO of Delaware, LLC (together, the "Previous Guarantors") with and into Comcast Cable, and, accordingly, to remove references to the Previous Guarantors as guarantors of Comcast Corporation's 5.00% Notes due 2061, Comcast Corporation's 5.50% Notes due 2029 and Comcast Cable Communications, LLC's 9.455% Guaranteed Notes due 2022.

The description of the Guarantees presented under Items 1.01 and 3.03 in Comcast Corporation's Current Report on Form 8-K filed with the Securities and Exchange Commission on March 27, 2013 is incorporated herein by reference; provided, that as of October 1, 2015, Comcast Corporation, Comcast Cable and NBCUniversal Media, LLC entered into a series of agreements and supplemental indentures to remove references to the Previous Guarantors from Comcast Corporation's existing cross-guarantee structure.

Item 2. Exhibits

<u>Exhibit Number</u>	<u>Description</u>
4.1	Indenture dated as of January 7, 2003 by and among Comcast Corporation, the subsidiary guarantors party thereto and The Bank of New York Mellon (formerly known as The Bank of New York) as trustee (the "Trustee"), relating to Comcast's debt securities (incorporated by reference to Exhibit 4.4 to Comcast's Annual Report on Form 10-K for the year ended December 31, 2008, filed with the Securities and Exchange Commission on February 20, 2009).
4.2	Supplemental Indenture dated as of March 25, 2003 by and among Comcast Corporation, the subsidiary guarantors party thereto and the Trustee (incorporated by reference to Exhibit 4.5 to Comcast's Annual Report on Form 10-K for the year ended December 31, 2008, filed with the Securities and Exchange Commission on February 20, 2009).
4.3	Second Supplemental Indenture, dated as of August 31, 2009 by and among Comcast Corporation, the subsidiary guarantors party thereto and the Trustee (incorporated by reference to Exhibit 4.1 to Comcast's Current Report on Form 8-K, filed with the Securities and Exchange Commission on September 2, 2009).
4.4	Third Supplemental Indenture, dated as of March 27, 2013, by and among Comcast Corporation, the subsidiary guarantors party thereto and the Trustee (incorporated by reference to Exhibit 4.4 to Comcast's Quarterly Report on Form 10-Q for the quarter ended March 21, 2013, filed with the Securities and Exchange Commission on May 1, 2013).
4.5	Fourth Supplemental Indenture, dated as of October 1, 2015 among Comcast Corporation, Comcast Cable Communications, LLC (f/k/a Comcast Cable Communications, Inc.), NBCUniversal Media, LLC and the Trustee.*
4.6	Form of Indenture among Comcast Cable Communications, LLC (formerly known as AT&T Broadband Corp.), the guarantors party thereto and the Trustee relating to the 9.455% Guaranteed Notes due November 15, 2022 (incorporated by reference to Exhibit 4.18 to Comcast's Amended Registration Statement on Form S-4/A filed with the Securities and Exchange Commission on September 26, 2002).

<u>Exhibit Number</u>	<u>Description</u>
4.7	First Supplemental Indenture, dated August 31, 2009, among Comcast Cable Communications, LLC, the guarantors party thereto and the Trustee (incorporated by reference to Exhibit 4.6 to Comcast Cable Communications, LLC's Amended Registration Statement on Form 8-A filed with the Securities and Exchange Commission on May 5, 2014).
4.8	Second Supplemental Indenture, dated as of March 27, 2013, among Comcast Cable Communications, LLC, the guarantors party thereto and the Trustee (incorporated by reference to Exhibit 4.7 to Comcast Cable Communications, LLC's Amended Registration Statement on Form 8-A filed with the Securities and Exchange Commission on May 5, 2014).
4.9	Third Supplemental Indenture, dated as of October 1, 2015, among Comcast Cable Communications, LLC, Comcast Corporation, NBCUniversal Media, LLC and the Trustee.*
4.10	Form of Officers' Certificate setting forth the terms of Comcast Corporation's 5.00% Notes due 2061 (incorporated by reference to Exhibit 4.4 to Comcast's Registration Statement on Form 8-A filed with the Securities and Exchange Commission on December 3, 2012).
4.11	Form of Officers' Certificate setting forth the terms of Comcast Corporation's 5.50% Notes due 2029 (incorporated by reference to Exhibit 4.4 to Comcast's Registration Statement on Form 8-A filed with the Securities and Exchange Commission on November 18, 2010).

* Filed herewith.

SIGNATURE

Pursuant to the requirements of Section 12 of the Securities Exchange Act of 1934, the registrants have duly caused this registration statement to be signed on their behalf by the undersigned, thereto duly authorized.

COMCAST CORPORATION

By: /s/ ARTHUR R. BLOCK

Name: Arthur R. Block

Title: Executive Vice President, General Counsel and Secretary

COMCAST CABLE COMMUNICATIONS, LLC

By: /s/ ARTHUR R. BLOCK

Name: Arthur R. Block

Title: Executive Vice President

NBCUNIVERSAL MEDIA, LLC

By: /s/ ARTHUR R. BLOCK

Name: Arthur R. Block

Title: Executive Vice President

Date: November 23, 2015

FOURTH SUPPLEMENTAL INDENTURE

FOURTH SUPPLEMENTAL INDENTURE dated as of October 1, 2015 (this “**Supplemental Indenture**”), among Comcast Corporation, a Pennsylvania corporation (the “**Company**”), Comcast Cable Communications, LLC (f/k/a Comcast Cable Communications, Inc.), a Delaware limited liability company (“**Comcast Cable**”), NBCUniversal Media, LLC, a Delaware limited liability company (together with Comcast Cable, the “**Guarantors**”), and The Bank of New York Mellon (f/k/a The Bank of New York), as trustee (the “**Trustee**”).

WHEREAS, the Company is the issuer under the Indenture, dated as of January 7, 2003, as supplemented by a First Supplemental Indenture, dated as of March 25, 2003, a Second Supplemental Indenture, dated as of August 31, 2009 and a Third Supplemental Indenture, dated as of March 27, 2013 (collectively, the “**Original Indenture**” and, together with this Supplemental Indenture, the “**Indenture**”), pursuant to which the Company issued, and the Trustee authenticated and delivered certain securities which are, as of the date hereof, outstanding (the “**Outstanding Securities**”) and pursuant to which the Company may issue securities in the future (the “**New Securities**” and, together with the Outstanding Securities, the “**Securities**”);

WHEREAS, the Guarantors identified above along with Comcast Cable Holdings, LLC, a Delaware limited liability company, Comcast MO Group, LLC (f/k/a Comcast MO Group, Inc.), a Delaware limited liability company, and Comcast MO of Delaware, LLC (f/k/a Comcast MO of Delaware, Inc.), a Delaware limited liability company (collectively, the “**Non-Surviving Guarantors**”), irrevocably, fully and unconditionally guaranteed, jointly and severally, on an unsecured basis, the full and punctual payment (whether at maturity, upon redemption, or otherwise) of the principal and interest on, and all other amounts payable under, each Security, and the full and punctual payment of all other amounts payable by the Company under the Original Indenture;

WHEREAS, as of the date hereof, the Non-Surviving Guarantors have merged with and into Comcast Cable, with Comcast Cable as the surviving entity;

WHEREAS, the Company and the Guarantors have requested that the Trustee execute and deliver this Supplemental Indenture to reflect the merger of the Non-Surviving Guarantors with and into Comcast Cable, and all requirements necessary to make this Supplemental Indenture a valid instrument in accordance with its terms, and the execution and delivery of this Supplemental Indenture have been duly authorized in all respects; and

WHEREAS, pursuant to Section 7.01(g) of the Indenture, the Company and the Trustee may, without consent of the Holders, when so authorized by the Board of Directors of the Company, enter into a supplement to the Indenture to make any change that does not adversely affect the rights of any Holder, and the Board of Directors of the Company has determined that the changes to the Indenture effected by this Supplemental Indenture do not adversely affect the rights of any Holder.

NOW, THEREFORE, the Company, the Guarantors and the Trustee do hereby supplement and amend the Original Indenture pursuant to Section 7.01 without notice to or consent of any Holder as follows:

ARTICLE 1
D EFINITIONS

Section 1.01 . *Definitions*. Capitalized terms that are defined in the preamble or the recitals hereto shall have such meanings throughout this Supplemental Indenture. Capitalized terms used but not defined in this Supplemental Indenture have the meanings assigned thereto in the Original Indenture. The meanings assigned to all defined terms used in this Supplemental Indenture shall be equally applicable to both the singular and plural forms of such defined terms.

ARTICLE 2
A MENDMENTS

Section 2.01. *Amendment* . The Original Indenture is hereby amended as follows:

“**Cable Guarantor**” means each of Comcast Cable Communications, LLC and NBCUniversal Media, LLC, in each case excluding such entity’s Subsidiaries and unless and until such Cable Guarantor is released from its Cable Guarantee pursuant to this Indenture.

ARTICLE 3
M ISCELLANEOUS

Section 3.01 . *Date and Time of Effectiveness*. This Supplemental Indenture shall become a legally effective and binding instrument at and as of the date hereof.

Section 3.02 . *Supplemental Indenture Incorporated Into Indenture*. The terms and conditions of this Supplemental Indenture shall be deemed to be part of the Indenture for all purposes relating to the Securities. The Original Indenture is hereby incorporated by reference herein and the Original Indenture, as supplemented by this Supplemental Indenture, is in all respects adopted, ratified and confirmed.

Section 3.03 . *Outstanding Securities Deemed Conformed*. As of the date hereof, the provisions of the Outstanding Securities shall be deemed to be conformed, without the necessity for any reissuance or exchange of such Outstanding Security or any other action on the part of the holders of Outstanding Securities, the Company or the Trustee, so as to reflect this Supplemental Indenture.

Section 3.04 . *Separability*. In case any provision in this Supplemental Indenture, or in the Indenture, shall be invalid, illegal or unenforceable, the validity, legality and

enforceability of the remaining provisions shall not in any way be affected or impaired thereby, it being intended that all of the provisions hereof shall be enforceable to the full extent permitted by law.

Section 3.05 . *Benefits of Supplemental Indenture.* Nothing in this Supplemental Indenture, expressed or implied, shall give or be construed to give to any person, firm or corporation, other than the parties hereto and the holders of Securities, any benefit or any legal or equitable right, remedy or claim under this Supplemental Indenture or the Indenture.

Section 3.06 . *Successors.* Subject to Section 13.09 of the Original Indenture, all agreements of the Company, the Guarantors and the Trustee in this Supplemental Indenture and in the Indenture shall bind their respective successors.

Section 3.07 . *New York Law to Govern.* **This Supplemental Indenture shall be deemed to be a contract under the laws of the State of New York, and for all purposes shall be construed in accordance with the laws of such State.**

Section 3.08 . *Counterparts.* This Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original; but such counterparts shall together constitute but one and the same instrument.

Section 3.09 . *Effect of Headings.* The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 3.10 . *Trustee.* The Trustee makes no representations as to the validity or sufficiency of this Supplemental Indenture. The recitals and statements herein are deemed to be those of the Company and the Guarantors and not of the Trustee.

IN WITNESS WHEREOF, each of the parties has caused this Supplemental Indenture to be duly executed, all as of the first date written above.

COMCAST CORPORATION

By: /s/ William E. Dordelman

Name: William E. Dordelman

Title: Senior Vice President and Treasurer

[CORPORATE SEAL]

Attest:

By: /s/ Arthur R. Block

COMCAST CABLE
COMMUNICATIONS, LLC

By: /s/ William E. Dordelman

Name: William E. Dordelman

Title: Senior Vice President and Treasurer

[CORPORATE SEAL]

Attest:

By: /s/ Arthur R. Block

NBCUNIVERSAL MEDIA, LLC

By: /s/ William E. Dordelman

Name: William E. Dordelman

Title: Senior Vice President

[CORPORATE SEAL]

Attest:

By: /s/ Arthur R. Block

THE BANK OF NEW YORK MELLON,
as Trustee

By: /s/ Laurence J. O'Brien

Name: Laurence J. O'Brien

Title: Vice President

[Signature Page — Supplemental Indenture]

THIRD SUPPLEMENTAL INDENTURE

THIRD SUPPLEMENTAL INDENTURE dated as of October 1, 2015 (this “**Supplemental Indenture**”), among Comcast Cable Communications, LLC, a Delaware limited liability company (the “**Issuer**”), Comcast Corporation, a Pennsylvania corporation (“**Comcast**”), NBCUniversal Media, LLC, a Delaware limited liability company (together with Comcast, the “**Guarantors**”), and The Bank of New York Mellon (f/k/a The Bank of New York), as trustee (the “**Trustee**”).

WHEREAS, the Issuer is the successor issuer under the Indenture, dated as of November 14, 2002, as supplemented by a First Supplemental Indenture, dated as of August 31, 2009, and a Second Supplemental Indenture, dated as of March 27, 2013 (collectively, the “**Original Indenture**” and together with this Supplemental Indenture, the “**Indenture**”), pursuant to which the Issuer (as successor issuer) issued, and the Trustee authenticated and delivered certain securities which are, as of the date hereof, outstanding (the “**Outstanding Securities**”) and pursuant to which the Issuer may issue securities in the future (the “**New Securities**,” and together with the Outstanding Securities, the “**Securities**”);

WHEREAS, the Guarantors identified above along with Comcast Cable Holdings, LLC, a Delaware limited liability company, Comcast MO Group, LLC (f/k/a/ Comcast MO Group, Inc.), a Delaware limited liability company, and Comcast MO of Delaware, LLC (f/k/a Comcast MO of Delaware, Inc.), a Delaware limited liability company (collectively the “**Non-Surviving Guarantors**”), irrevocably, fully and unconditionally guaranteed, jointly and severally, on an unsecured basis, the full and punctual payment (whether at maturity, upon redemption, or otherwise) of the principal and interest on, and all other amounts payable under, each Security, and the full and punctual payment of all other amounts payable by the Issuer under the Original Indenture;

WHEREAS, as of the date hereof, the Non-Surviving Guarantors have merged with and into the Issuer (the “**Merger**”), with the Issuer as the surviving entity;

WHEREAS, the Issuer and the Guarantors have requested that the Trustee execute and deliver this Supplemental Indenture to reflect the Merger, and all requirements necessary to make this Supplemental Indenture a valid instrument in accordance with its terms, and the execution and delivery of this Supplemental Indenture have been duly authorized in all respects; and

WHEREAS, pursuant to Section 7.01(g) of the Indenture, the Issuer, when authorized by a resolution of its Board of Directors, and the Trustee may amend or supplement the Indenture to make any change that does not adversely affect the rights of any Holder, and the Board of Directors of the Issuer has determined that the changes to the Indenture effected by this Supplemental Indenture do not adversely affect the rights of any Holder.

NOW, THEREFORE, the Issuer, the Guarantors and the Trustee do hereby supplement and amend the Original Indenture without notice to or consent of any Holder as follows:

ARTICLE 1
D EFINITIONS

Section 1.01. *Definitions* . Capitalized terms that are defined in the preamble or the recitals hereto shall have such meanings throughout this Supplemental Indenture. Capitalized terms used but not defined in this Supplemental Indenture have the meanings assigned thereto in the Original Indenture. The meanings assigned to all defined terms used in this Supplemental Indenture shall be equally applicable to both the singular and plural forms of such defined terms.

ARTICLE 2
A MENDMENTS

Section 2.01. *Amendments* . The Original Indenture is hereby amended as follows:

“**Cable Guarantor**” means each of Comcast Corporation and NBCUniversal Media, LLC.

ARTICLE 3
M ISCELLANEOUS

Section 3.01. *Date and Time of Effectiveness* . This Supplemental Indenture shall become a legally effective and binding instrument at and as of the date hereof.

Section 3.02. *Supplemental Indenture Incorporated Into Indenture* . The terms and conditions of this Supplemental Indenture shall be deemed to be part of the Indenture for all purposes relating to the Securities. The Original Indenture is hereby incorporated by reference herein and the Original Indenture, as supplemented by this Supplemental Indenture, is in all respects adopted, ratified and confirmed.

Section 3.03. *Outstanding Securities Deemed Conformed* . As of the date hereof, the provisions of the Outstanding Securities shall be deemed to be conformed, without the necessity for any reissuance or exchange of such Outstanding Security or any other action on the part of the holders of Outstanding Securities, the Issuer or the Trustee, so as to reflect this Supplemental Indenture.

Section 3.04. *Separability* . In case any provision in this Supplemental Indenture, or in the Indenture, shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, it being intended that all of the provisions hereof shall be enforceable to the full extent permitted by law.

Section 3.05. *Benefits of Supplemental Indenture* . Nothing in this Supplemental Indenture, expressed or implied, shall give or be construed to give to any person, firm or corporation, other than the parties hereto and the holders of Securities, any benefit or any legal or equitable right, remedy or claim under this Supplemental Indenture or the Indenture.

Section 3.06. *Successors* . Subject to Section 12.09 of the Indenture, all agreements of the Issuer, the Guarantors and the Trustee in this Supplemental Indenture and in the Indenture shall bind their respective successors.

Section 3.07. *New York Law to Govern* . **This Supplemental Indenture shall be deemed to be a contract under the laws of the State of New York, and for all purposes shall be construed in accordance with the laws of such State.**

Section 3.08. *Counterparts* . This Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original; but such counterparts shall together constitute but one and the same instrument.

Section 3.09. *Effect of Headings* . The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 3.10. *Trustee* . The Trustee makes no representations as to the validity or sufficiency of this Supplemental Indenture. The recitals and statements herein are deemed to be those of the Issuer and the Guarantors and not of the Trustee.

IN WITNESS WHEREOF, each of the parties has caused this Supplemental Indenture to be duly executed, all as of the first date written above.

COMCAST CABLE
COMMUNICATIONS, LLC

By: /s/ William E. Dordelman
Name: William E. Dordelman
Title: Senior Vice President and Treasurer

[CORPORATE SEAL]

Attest:

By: /s/ Arthur R. Block

COMCAST CORPORATION

By: /s/ William E. Dordelman
Name: William E. Dordelman
Title: Senior Vice President and Treasurer

[CORPORATE SEAL]

Attest:

By: /s/ Arthur R. Block

NBCUNIVERSAL MEDIA, LLC

By: /s/ William E. Dordelman
Name: William E. Dordelman
Title: Senior Vice President

[CORPORATE SEAL]

Attest:

By: /s/ Arthur R. Block

[Signature Page — Supplemental Indenture]

THE BANK OF NEW YORK MELLON,
as Trustee

By: /s/ Laurence J. O'Brien

Name: Laurence J. O'Brien

Title: Vice President

[Signature Page — Supplemental Indenture]