

LAWLER, METZGER & MILKMAN, LLC

2001 K STREET, NW
SUITE 802
WASHINGTON, D.C. 20006

A. RENEE CALLAHAN
PHONE (202) 777-7723

PHONE (202) 777-7700
FACSIMILE (202) 777-7763

September 4, 2002

By Electronic Delivery

Marlene H. Dortch, Secretary
Federal Communications Commission
445 12th Street, SW
Washington, D.C. 20554

Ex Parte Notice

Re: Applications for Consent to the Transfer of Control of Licenses from Comcast Corporation and AT&T Corp., Transferors, to AT&T Comcast Corporation, Transferee, MB Docket No. 02-70

Dear Ms. Dortch:

On September 3, representatives of Comcast Corporation (“Comcast”) spoke by telephone with Roger D. Holberg, Erin Dozier, and Patrick Webre of the Media Bureau; James R. Bird, Nandan Joshi, and Neil A. Dellar of the Office of General Counsel. Comcast was represented by William L. Taylor, Davis Polk & Wardwell; James L. Casserly, Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.; and Richard Metzger and the undersigned, Lawler, Metzger & Milkman, LLC.

During the discussion, Mr. Taylor addressed two questions raised by the Commission staff regarding AT&T Broadband’s interest in Time Warner Entertainment Company, L.P. (“TWE”) and the recent agreement among AT&T, Comcast, and AOL Time Warner (“AOLTW”) to restructure TWE (“TWE Restructuring Agreement”), which was filed in the above-referenced proceeding on August 23, 2002. Specifically, Mr. Taylor explained that the TWE Restructuring Agreement includes a sentence that clarifies that AT&T Comcast will not be subject to any non-compete restriction under the current TWE partnership agreement regardless of whether the closing under the TWE Restructuring Agreement occurs. Mr. Taylor also reiterated that the right under the non-compete clause of the current TWE partnership agreement that prevents AOLTW from acquiring cable systems outside of TWE absent consent by AT&T will be eliminated upon the closing of the TWE Restructuring Agreement. In addition, Mr. Taylor explained that the transfer of certain assets under the TWE Restructuring Agreement, for

example, contracts or leases, may require consent by a third party prior to transfer. To the extent that such consent has not been obtained by the time of the closing of the TWE restructuring, the agreement permits the parties to delay transfer of those assets until after the closing. Mr. Taylor confirmed that this is a standard clause in asset sale agreements.

Pursuant to section 1.1206(b)(2) of the Commission's rules, this letter is being filed electronically with the Office of the Secretary. If you have any questions, please contact me.

Very truly yours,

/s/ A. Renée Callahan

A. Renée Callahan

cc: Erin Dozier
Roger D. Holberg
Royce D. Sherlock
Patrick Webre
James R. Bird
William Dever
Jeff Tobias

Nandan Joshi
Neil A. Dellar
Simon Wilkie
Lauren Kravetz Patrich
Cynthia Bryant
Qualex International