



September 8, 2003

Mr. Patrick O'Hare
Comcast Cable Communications, Inc.
183 Inverness Drive West
Englewood, CO 80112

Letter Agreement re: Payment of Outstanding Pole Attachment Charges.

Dear Mr. O'Hare:

PacifiCorp offers this Letter Agreement to document the agreement PacifiCorp and Comcast have reached with respect to Comcast's payment of certain outstanding past due pole attachment charges. These charges stem from alleged "unauthorized pole attachments" belonging to Comcast, which PacifiCorp has identified in the course of conducting an inventory of its Ogden, American Fork, and Layton service districts. According to the findings of PacifiCorp, the outstanding past due charges to date in these service districts total \$3,828,000.00. Attached hereto and incorporated herein is Exhibit 1, which depicts the boundaries of these service districts, and Exhibit 2, which tabulates these charges. By the signing of this Letter Agreement, Comcast does not agree to the findings of PacifiCorp and makes payment of the \$3,828,000.00 under protest.

For purposes of this Letter Agreement, "unauthorized pole attachments" means pole attachments inventoried by PacifiCorp and identified in the invoices referenced in Exhibit 2, for which PacifiCorp has no record of preexisting installation permission granted to Comcast, AT&T, or any of their predecessors. Comcast reserves the right, as provided herein, to dispute the accuracy of PacifiCorp's pole inventory and PacifiCorp's determination of whether a valid installation permit exists by conducting its own analysis of the results of PacifiCorp's findings. In addition, Comcast reserves the right to petition the applicable legal or regulatory body having jurisdiction over pole attachment matters within the state of Utah. PacifiCorp consents to review of any such petition by the applicable legal or regulatory body on an expedited basis.

Immediately upon the execution of this Letter Agreement and payment in full as provided below, Comcast shall have a period of sixty (60) days in which to identify individual poles within the Ogden, American Fork, and Layton service districts where Comcast has credible documentation indicating that attachments PacifiCorp has identified as unauthorized pole attachments are: (1) subject to a valid installation permit granted by PacifiCorp to Comcast, AT&T, or any of their predecessors; or (2) are the personal property of an entity other than Comcast; or (3) do not exist. Upon making any such demonstration to

PacifiCorp's reasonable satisfaction, PacifiCorp shall, within forty-five (45) days, refund to Comcast the amount of \$250.00 multiplied by the number poles where such showing has been properly made.

Charges due under this Letter Agreement for "unauthorized pole attachments" in the Ogden and American Fork service districts result from a complete inventory of PacifiCorp poles in those locations. PacifiCorp's inventory continues in the Layton service district and may disclose additional "unauthorized pole attachments," which would result in additional charges. Comcast acknowledges that this Letter Agreement only applies to the Ogden, American Fork and Layton service districts, and that inventories in other service districts may disclose additional "unauthorized pole attachments" in the other service districts, which would result in additional charges for those districts. Comcast acknowledges that this Letter Agreement is not a "pole attachment agreement" and therefore does not by itself grant Comcast any rights or permissions with respect to situating or maintaining attachments upon PacifiCorp facilities. It is acknowledged that both parties are currently negotiating in good faith a new pole attachment agreement that would apply to both PacifiCorp and Comcast with respect to pole attachment matters.

Upon execution of this Letter Agreement by Comcast and receipt of payment of \$3,828,000.00, PacifiCorp shall immediately resume processing Comcast's applications for permission to install pole attachments on PacifiCorp's electric distribution facilities, so long as Comcast continues good faith negotiations of a pole attachment agreement providing the terms and conditions by which Comcast may continue occupying PacifiCorp facilities, and so long as Comcast's payments of future charges invoiced by PacifiCorp do not exceed thirty (30) days past the due date stated on the invoice, going forward. In the case of a dispute of future invoices for service areas in Utah, the parties will agree to handle the dispute pursuant to the terms of this Letter Agreement unless the parties have finalized a new pole attachment agreement.

Notwithstanding any provision to the contrary contained in this Letter Agreement, in the event that Comcast files an action or petition with the applicable legal or regulatory body having jurisdiction over pole attachment matters within the state of Utah and such governing body finds that the fee of \$250.00 per pole for "unauthorized pole attachments" paid by Comcast under this Letter Agreement is unreasonable or unenforceable, then PacifiCorp agrees to refund to Comcast the amount of the difference between what is considered reasonable and the \$250.00 per pole fee upon the lawful binding order of such governing body directing such a refund.

If Comcast is in agreement with the terms of this offer, please indicate so by signing in the acknowledgement space below and immediately wiring to PacifiCorp the amount of \$3,828,000.00, in accord with the following instructions; or, in the alternative sending a check in the amount of \$3,828,000.00 via overnight delivery within three (3) business days of the date of acknowledgment by Comcast set forth below.

Wire Instructions:

Bank:	Bank One
	Chicago, IL
ABA #:	071000013
Account Name:	PacifiCorp
Account #:	5531896

Very truly yours,



Corey A. Fitz Gerald, Director
Infrastructure Management

Attachments (2)

Accepted and Agreed,

Comcast Cable Communications, Inc.



by Patrick O'Hare

This ~~8~~ day of September, 2003.

9th

Exhibit 1

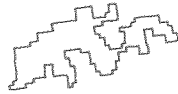
IDAHO

WYOMING

UTAH
MT OGDEN



LAYTON



AMERICAN FORK



UTAH



PLOT DATE

SCALE

08/08/2003

1" = 250,000'

COMCAST
Past Due Invoices
As of August 15, 2003

Invoice #	Invoice Date	PacifiCorp District	Licensee	# of Unauthorized	Total Owed	Days Past Due			
						31-60	61-90	91-120	121 - Over
331229	02/05/03	Layton	Comcast	3977	\$ 994,250.00				\$ 994,250.00
331230	02/05/03	Layton	Comcast	8	\$ 2,000.00				\$ 2,000.00
331403	02/26/03	American Fork	Comcast	36	\$ 9,000.00				\$ 9,000.00
331404	02/26/03	American Fork	Comcast	3819	\$ 954,750.00				\$ 954,750.00
331405	02/26/03	American Fork	Comcast	1	\$ 250.00				\$ 250.00
331541	03/19/03	American Fork	Comcast	400	\$ 100,000.00				\$ 100,000.00
331569	03/25/03	American Fork	Comcast	294	\$ 73,500.00				\$ 73,500.00
340393	05/21/03	American Fork	Comcast	2	\$ 500.00	\$ 500.00			
340395	05/21/03	American Fork	Comcast	92	\$ 23,000.00	\$ 23,000.00			
340401	05/21/03	Ogden	Comcast	96	\$ 24,000.00	\$ 24,000.00			
340400	05/21/03	Ogden	Comcast	121	\$ 30,250.00	\$ 30,250.00			
340399	05/21/03	Ogden	Comcast	444	\$ 111,000.00	\$ 111,000.00			
340398	05/21/03	Ogden	Comcast	300	\$ 75,000.00	\$ 75,000.00			
340397	05/21/03	Ogden	Comcast	2114	\$ 528,500.00	\$ 528,500.00			
340396	05/21/03	Ogden	Comcast	600	\$ 150,000.00	\$ 150,000.00			
340450	05/23/03	Ogden	Comcast	1	\$ 250.00	\$ 250.00			
340449	05/23/03	Ogden	Comcast	95	\$ 23,750.00	\$ 23,750.00			
340448	05/23/03	Ogden	Comcast	12	\$ 3,000.00	\$ 3,000.00			
340454	05/23/03	Ogden	Comcast	7	\$ 1,750.00	\$ 1,750.00			
340462	05/27/03	American Fork	Comcast	11	\$ 2,750.00	\$ 2,750.00			
340463	05/27/03	American Fork	Comcast	10	\$ 2,500.00	\$ 2,500.00			
340457	05/27/03	American Fork	Comcast	22	\$ 5,500.00	\$ 5,500.00			
340458	05/27/03	American Fork	Comcast	73	\$ 18,250.00	\$ 18,250.00			
340459	05/27/03	American Fork	Comcast	55	\$ 13,750.00	\$ 13,750.00			
340460	05/27/03	American Fork	Comcast	329	\$ 82,250.00	\$ 82,250.00			
340461	05/27/03	American Fork	Comcast	10	\$ 2,500.00	\$ 2,500.00			
340692	06/23/03	Ogden	Comcast	2	\$ 500.00	\$ 500.00			
340693	06/23/03	Ogden	Comcast	2381	\$ 595,250.00	\$ 595,250.00			
Grand Totals					\$ 3,828,000.00	\$ 595,750.00	\$ 1,098,500.00	\$ -	\$ 2,133,750.00