


UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re	:	Chapter 11
RCN CORPORATION, <u>et al.</u> ,	:	Case No. 04-13638 (RDD)
Debtors.	:	(Jointly Administered)
	:	AFFIDAVIT OF MAILING

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

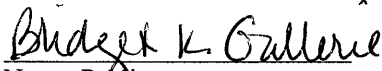
TIRZAH GORDON, being duly sworn, deposes and says:

1. I am over the age of eighteen years and employed by Bankruptcy Services LLC, 757 Third Avenue, New York, New York and I am not a party to the above-captioned action.
2. On December 1, 2004, I caused to be served true and correct copies of the "Notice of Motion for Order Under 11 U.S.C. §§ 105(a), 363(b) and 365 Authorizing and Approving (A) the Assumption of Certain Executory Contracts and (B) the Renewal of Insurance Programs", dated November 30, 2004, to which is attached, "Motion for Order Under 11 U.S.C. §§ 105(a), 363(b) and 365 Authorizing and Approving (A) the Assumption of Certain Executory Contracts and (B) the Renewal of Insurance Programs", dated November 30, 2004, a copy of which is attached hereto as Exhibit "A", enclosed securely in separate postage pre-paid envelopes, to be delivered by first class mail to those parties listed on the annexed Exhibit "B".


Tirzah Gordon

Sworn to before me this

2nd day of December, 2004


Notary Public

BRIDGET K. GALLERIE
Notary Public, State Of New York
No. 01GA6056813
Qualified In New York County
Commission Expires April 2, 2007

EXHIBIT “A”

Hearing Date: January 5, 2005 at 10:00 a.m.
Objection Deadline: December 31, 2004 at 4:00 p.m.

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
Four Times Square
New York, New York 10036-6522
(212) 735-3000
D. J. Baker (JB 0085)
(Member of the Firm)
Frederick D. Morris (FM 6564)

Attorneys for Debtors and
Debtors-in-Possession

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re	: Chapter 11
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RCN CORPORATION., <u>et al.</u> ,	: Case No. 04-13638 (RDD)
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Debtors.	: (Jointly Administered)
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**NOTICE OF MOTION FOR ORDER UNDER 11 U.S.C. §§ 105(a), 363(b) AND
365 AUTHORIZING AND APPROVING (A) THE ASSUMPTION OF
CERTAIN EXECUTORY CONTRACTS AND (B) THE RENEWAL OF
INSURANCE PROGRAMS**

PLEASE TAKE NOTICE that on November 30, 2004, RCN Corpora-
tion ("RCN"), and certain of its subsidiaries, debtors and debtors-in-possession in the
above-captioned cases (collectively, the "Debtors"), filed the Motion for Order Under
11 U.S.C. §§ 105(a), 363(b) and 365 Authorizing and Approving (A) the Assumption

of Certain Executory Contracts and (B) the Renewal of Certain Insurance Programs (the "Motion").

PLEASE TAKE FURTHER NOTICE that on **January 5, 2005 at 10:00 a.m.**, the Bankruptcy Court will hold a hearing to consider granting the relief requested in the Motion (the "Hearing"). Objections to the Motion, if any, must be in writing, must conform to the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules for the Southern District of New York, and must be (i) filed with the Bankruptcy Court in accordance with General Order M-242 (as amended) – registered users of the Bankruptcy Court's case filing system must file electronically, and all other parties in interest must file on a 3.5 inch disk (preferably in Portable Document Format (PDF)), WordPerfect or any other Windows-based word processing format); submitted in hard-copy form directly to the chambers of the Honorable Robert D. Drain, United States Bankruptcy Judge; and served upon (i) RCN Corporation, 105 Carnegie Center, Princeton, NJ 08540, Attention: General Counsel; (ii) Skadden, Arps, Slate, Meagher & Flom LLP, counsel to the Debtors, 4 Times Square, New York, NY, 10036-6522, Attention: D. J. Baker, Esq.; (iii) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, 21st floor, New York, NY 10004, Attention: Paul K. Schwartzberg, Esq.; (iv) Milbank, Tweed, Hadley & McCloy, counsel to the unofficial committee of noteholders, 1 Chase Manhattan Plaza, New York, NY 10005, Attention: Dennis

Dunne, Esq.; (v) counsel to any other statutory committee(s) appointed in these cases; (vi) Simpson Thacher & Bartlett, counsel to the agent for the Debtors' prepetition credit facility, 425 Lexington Avenue, New York, NY 10017-3954, Attention: Peter V. Pantaleo, Esq.; and (vii) HSBC Bank USA, the indenture trustee for the Debtors' outstanding debt securities, 452 Fifth Avenue, New York, NY 10001, Attention: Issuer Services, in each case so as to be **received** no later than 4:00 p.m. Eastern time on **December 31, 2004** (the "Objection Deadline").

PLEASE TAKE FURTHER NOTICE that only those objections made in writing and timely filed and received by the Objection Deadline will be considered by the Bankruptcy Court at the Hearing, and that if no objections to the Motion are timely filed and served in accordance with the procedures set forth herein, the Bankruptcy Court may enter an order granting the Motion **without further notice**.

Dated: New York, New York
November 30, 2004

SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP

/s/ D.J. Baker
D. J. Baker (JB 0085)
(Member of the Firm)
Frederick D. Morris (FM 6564)
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(212) 735-3000

Attorneys for Debtors and
Debtors-in-Possession

Hearing date: January 5, 2005 at 10:00 a.m.
Objection Deadline: December 31, 2004 at 4:00 p.m.

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New York, New York 10036-6522
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Attorneys for Debtors and Debtors-in-Possession

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re	:	Chapter 11
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RCN CORPORATION, <u>et al.</u> ,	:	Case No. 04-13638 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
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**MOTION FOR ORDER UNDER 11 U.S.C. §§ 105(a), 363(b) AND 365
AUTHORIZING AND APPROVING (A) THE ASSUMPTION OF
CERTAIN EXECUTORY CONTRACTS AND (B) THE RENEWAL OF
INSURANCE PROGRAMS**

RCN Corporation ("RCN") and certain of its direct and indirect subsidiaries, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors") hereby move for an Order Under 11 U.S.C. §§ 105(a), 363(b) and 365 Authorizing and Approving (A) the Assumption of Certain Executory

Contracts and (B) the Renewal of Certain Insurance Programs. In support of this motion, the Debtors respectfully represent as follows:

BACKGROUND

1. On May 27, 2004 (the "Petition Date"), RCN and certain other Debtors filed voluntary petitions in this Court for reorganization relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code").¹ RCN Cable TV of Chicago, Inc., an affiliate of RCN, commenced its chapter 11 case on August 5, 2004. Certain additional Debtors commenced their chapter 11 cases on August 20, 2004.²
2. The Debtors continue to manage and operate their business as debtors-in-possession pursuant to Bankruptcy Code sections 1107 and 1108.
3. No trustee or examiner has been appointed in these chapter 11 cases. On June 10, 2004, the United States Trustee for the Southern District of New York appointed the Committee of Unsecured Creditors (the "Committee"). No other official committees have been appointed or designated in these chapter 11 cases.

¹ In addition to RCN, TEC Air, Inc., RLH Property Corporation, RCN Finance, LLC and Hot Spots Productions, Inc., all affiliates of RCN, commenced their chapter 11 cases on May 27, 2004.

² RCN Telecom Services of Virginia, Inc., RCN Entertainment, Inc., 21st Century Telecom Services, Inc. and ON TV, Inc., all affiliates of RCN, commenced their chapter 11 cases on August 20, 2004.

4. The Court has jurisdiction over this matter under 28 U.S.C. §§ 157 and 1334. Venue is proper under 28 U.S.C. §§ 1408 and 1409. This is a core proceeding under 28 U.S.C. § 157(b)(2).

5. The statutory predicates for the relief requested herein are Bankruptcy Code sections 105, 363 and 365.

RELIEF REQUESTED

6. The Debtors respectfully request entry of an order authorizing and approving the assumption of the executory contracts (the "Contracts") listed on Exhibits A through C attached to the proposed order.³ The Debtors also seek authority, to the extent required, to renew their existing insurance programs (or to enter into similar insurance programs with other insurance carriers) upon terms reasonably similar to those currently in existence.

³ The Debtors do not concede that the Contracts are necessarily "executory," and reserve the right to assert that any Contract is not an executory contract under Bankruptcy Code section 365. The Debtors reserve the right to amend the list of Contracts on the exhibits attached to the proposed order.

BASIS FOR RELIEF

7. The Debtors are parties to numerous insurance policies listed on Exhibit A attached to the proposed order. The Debtors' insurance policies provide the Debtors and their affiliates with necessary, and in some cases statutorily required, insurance coverage, including workers' compensation, general liability, general automobile, director and officer and other types of insurance coverage. The Debtors and their affiliates require the continuation of these policies to comply with certain state laws mandating insurance coverage, preserve their current insurance scheme, and manage their risk. The Debtors also need to renew their existing insurance programs, upon similar terms, to maintain such coverage going forward.

8. The Debtors are party to the equipment lease guaranty agreement listed on Exhibit B attached to the proposed order, pursuant to which the Debtors have guaranteed certain obligations of RCN Telecom Services, Inc. ("RCN Telecom"), a non-Debtor subsidiary of RCN. The Debtors wish to assume this agreement to ensure that RCN Telecom remains in compliance with the underlying lease agreement.

9. The Debtors RCN Entertainment, Inc. ("RCN Entertainment") and ON TV, Inc. ("ON TV") are parties to agreements relating to the production of certain television programming. RCN Entertainment and ON TV create, develop, produce and distribute family programming. Prior to the Petition Date, the Debtors

and their affiliates (collectively, the "RCN Companies") executed separation agreements (the "Separation Agreements") with two of RCN Entertainment's then principals, one of whom continues to be employed by a non-Debtor affiliate of RCN. Pursuant to these Separation Agreements, the RCN Companies assigned to these principals substantially all of the RCN Companies' interest in their intellectual property related to certain television programming, including Miracle's Boys and Zack Files. One of the principals is also the principal of On Screen Entertainment LLC ("On Screen"). On Screen subsequently executed a production services agreement (the "On Screen Production Services Agreement") with RCN Entertainment whereby RCN Entertainment agreed to produce certain Miracle's Boys programming. Under the On Screen Production Services Agreement, RCN Entertainment receives milestone payments upon the occurrence of certain events, including a final payment upon delivery of the finished programming product to On Screen. RCN Entertainment also executed a production services agreement with Great Plains Instructional TV Library to produce certain episodes of Reading Rainbow. Both of the Miracle's Boys and Reading Rainbow productions are nearing completion.

10. In connection with producing certain programming, including Miracle's Boys and Reading Rainbow, RCN Entertainment and ON TV executed various agreements related to the production of such programming. These agreements include collective bargaining agreements with various industry guilds, location

agreements, music agreements, appearance releases and other production related agreements (the "Production Related Agreements"). It is typical in the television and motion picture industry to keep such agreements in full force and effect pending completion of a production, and then deliver such Production Related Agreements to the ultimate purchaser of the property upon completion. In connection with the completion of Miracle's Boys and Reading Rainbow, the Debtors seek to assume the Production Related Agreements listed on Exhibit C to the proposed order to complete their production responsibilities, deliver such agreements to the ultimate purchaser of the productions, and receive future milestone payments. Such expected future payments aggregate to approximately \$600,000.

11. Some or all of the Contracts, including the insurance policies, may not be "executory contracts" under Bankruptcy Code section 365. The Debtors' proposed plan of reorganization provides that all executory contracts not expressly assumed or subject to a motion to assume shall be rejected. The Debtors are therefore, out of an abundance of caution, listing any agreements beneficial to the estates that are arguably executory as Contracts to be assumed, without conceding that such agreements are executory.

APPLICABLE AUTHORITY

A. Assumption of the Assumed Contracts

12. Under Bankruptcy Code section 365(a), a debtor, "subject to the court's approval, may assume or reject any executory contract or unexpired lease of the debtor." 11 U.S.C. § 365(a). Bankruptcy Code section 365(b)(1), in turn, codifies the requirements for assuming an unexpired lease or executory contract of a debtor. This subsection provides:

- (b)(1) If there has been a default in an executory contract or unexpired lease of the debtor, the trustee may not assume such contract or lease unless, at the time of assumption of such contract or lease, the trustee-
 - (A) cures, or provides adequate assurance that the trustee will promptly cure, such default;
 - (B) compensates, or provides adequate assurance that the trustee will promptly compensate, a party other than the debtor to such contract or lease, for any actual pecuniary loss to such party resulting from such default; and
 - (C) provides adequate assurance of future performance under such contract or lease.

11 U.S.C. § 365(b)(1).

13. The Debtors submit that the statutory requirements of section 365(b)(1) of the Bankruptcy Code have been satisfied because there are no monetary defaults existing under the Contracts to be assumed other than as listed on the exhibits to the order. Any cure amounts listed on such exhibits will be paid promptly

upon assumption, thereby satisfying the requirements of Bankruptcy Code section 365(b).

14. The standard applied to determine whether the assumption of an executory contract should be approved is the "business judgment" test, which is based on the debtor's business judgment that the assumption is in its best interests. See Orion Pictures Corp. v. Showtime Networks, Inc., 4 F.3d 1095, 1098 (2d Cir. 1993), cert. dismissed, 511 U.S. 1024 (1994); see also In re Child World, Inc., 142 B.R. 87, 89 (Bankr. S.D.N.Y. 1992) (stating that a debtor may assume or reject an unexpired lease under § 365(a) in the exercise of its "business judgment"); In re Roman Crest Fruit, Inc., 35 B.R. 939, 949 (S.D.N.Y. 1983); Control Data Corp. v. Zelman, 602 F.2d 38, 42 (2d Cir.1979).

15. As noted by this Court, the business judgment standard under Bankruptcy Code section 363(b), at least in the Second Circuit, differs slightly from the standard in other contexts because "it is the bankruptcy judge's business judgment that is supposed to be applied." In re RCN Corp., Case No. 04-13638 (RDD), June 22, 2004 Hr'g Tr. ¶¶ 50:24–50:2, at 46. But this Court also noted that in certain circumstances, the bankruptcy judge will give significant deference to a debtor's business judgment:

[B]ankruptcy judges and district judges in this district have been quick to, in the proper circumstances, defer in large part to the debtors' business judgment, particularly where the creditors' committee and the majority

of the parties in interest support that judgment . . . particularly . . . where the action that's being proposed to be taken by the debtor was the result of a competitive market-driven bidding process.

In re RCN Corp., June 22, 2004 Hr'g Tr. ¶¶ 51:3–12, at 46.

16. Assumption of the Contracts represents a sound exercise of business judgment. Certain of the Contracts are necessary for the continuing business operations of the Debtors, including the preservation of necessary insurance programs. Failure to maintain such insurance programs may actually place the Debtors in violation of certain statutory requirements. The guaranty agreement with General Electric Capital Corporation, if not assumed, may cause the non-Debtor, RCN Telecom, to be in default of the underlying lease, which could adversely affect RCN Telcom and the Debtors. Finally, other Contracts relate to TV productions that are nearing completion, and are necessary to finalizing such productions and receiving final milestone payments.

B. Renewal of Insurance Programs

17. Bankruptcy Code section 363 authorizes a debtor-in-possession to dispose of property of the estate in the ordinary course of business without court approval. Bankruptcy Code section 363(b) permits a debtor-in-possession to dispose of property of the estate "other than in the ordinary course of business" after notice and a hearing.

18. Courts in this district and elsewhere consistently have held that transactions pursuant to section 363(b) should be approved if the debtor demonstrates a sound business justification for implementing it. See In re Lionel Corp., 722 F.2d 1063, 1071 (2d Cir. 1983); In re Delaware Hudson Ry. Co., 124 B.R. 169, 179 (Bankr. D. Del. 1991).

19. Once the debtor articulates a valid business justification, "[t]he business judgment rule 'is a presumption that in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the company.'" In re Integrated Resources, Inc., 147 B.R. 650, 656 (S.D.N.Y. 1992) (quoting Smith v. Van Gorkom, 488 A.2d 858, 872 (Del. 1985)).

20. At the request of one of the Debtors' insurance carriers, the Debtors seek authority, to the extent required, to renew their existing insurance programs (or to enter into similar insurance programs with other insurance carriers) upon terms reasonably similar to those currently in existence. The Debtors believe that such transactions may be in the ordinary course of business. The Debtors are seeking such authority, however, out of an abundance of caution. The Debtors believe that renewing their existing insurance programs upon terms similar to those currently in place is not only desirable, but in some cases, statutorily required.

Accordingly, the Debtors assert that the renewal of their existing insurance programs is a sound exercise of their business judgment.

PROPOSED CURE PROCEDURES

21. The Debtors assert that no monetary cure is due in respect of any of the Contracts other than as set forth on the exhibits attached to the order. The Debtors propose that any non-Debtor party to a Contract that disputes the Debtors' assertion that the Debtors are authorized to assume the Contracts without the payment of a monetary cure, shall comply with the procedures set forth herein.

22. Specifically, the Debtors propose that any non-Debtor party to a Contract shall have until December 31, 2004 (the "Objection Deadline") to file with the Bankruptcy Court and serve on counsel to the Debtors and Committee an objection to the assumption of its respective agreement or the proposed cure amount with respect thereto, and must state in its objection (each, an "Assumption Objection") with specificity what cure amount, if any, it asserts is required (with appropriate documentation in support thereof). If no Assumption Objection is timely filed and received from any such party, the applicable Contract will be assumed, without the need to pay a monetary cure, notwithstanding anything to the contrary in any Contract or any other document.

23. Any non-Debtor party that fails to file and serve timely an Assumption Objection will be: (i) deemed to have waived and released any right to

assert an objection to the proposed assumption of any Contract, and to have otherwise consented to the assumption of the Contract; (ii) deemed to have waived and released any right to assert a cure amount (in excess of any amounts listed on the exhibits attached hereto), and (iii) forever barred, permanently enjoined and estopped from asserting or claiming any other or further claims against the Debtors, their respective successors and assigns, or the property or assets of any or all such parties, as to such Contract or on grounds that any additional amounts are due or defaults exist, or conditions to assignment must be satisfied, under such Contract.

24. A properly filed and served Assumption Objection to the cure amount only shall reserve such objecting party's rights against the Debtors with respect to the relevant cure obligation, shall not constitute an objection to the remaining relief requested in this Motion and will not be considered at the hearing on this Motion. Objections to cure amount only will be considered at such other date as the parties or the Court may designate.

25. The Debtors submit that no new or novel issue of law is presented with respect to the matters contained herein, and respectfully request that the requirement of a memorandum of law, pursuant to Local Bankruptcy Rule 9013-1(b), be deemed satisfied by the motion.

WHEREFORE the Debtors respectfully request that this Court enter an order (i) authorizing and approving (A) the assumption of the Contracts and, (B) the renewal of the Debtors' existing insurance programs (or to enter into similar insurance programs with other insurance carriers) upon terms reasonably similar to those currently in existence; and (ii) granting such other and further relief as is just and proper.

Dated: New York, New York
November 30, 2004

SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP

/s/ D.J. Baker

D. J. Baker (DB 0085)
(Member of the Firm)
Frederick D. Morris (FM 6564)
Four Times Square
New York, New York 10036-6522
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Attorneys for Debtors and
Debtors-in-Possession

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re	:	Chapter 11
	:	
RCN CORPORATION, <u>et al.</u> ,	:	Case No. 04-13638 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----X		

**ORDER UNDER 11 U.S.C. §§ 105(a), 363(b) AND 365
AUTHORIZING AND APPROVING (A) THE ASSUMPTION OF
CERTAIN EXECUTORY CONTRACTS AND (B) THE RENEWAL OF
INSURANCE PROGRAMS**

Upon the motion (the "Motion")¹ of the Debtors for entry of an Order Under 11 U.S.C. §§ 105(a), 363(b) and 365 Authorizing and Approving (A) the Assumption of Certain Executory Contracts and (B) the Renewal of Certain Insurance Programs; and the Court having reviewed the Motion; and the Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors and other parties in interest; and it appearing that notice of the Motion was good and sufficient under the particular circumstances and that no other and further notice be given; and upon the record herein; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is

¹ Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Motion.

hereby:

FOUND AND DETERMINED THAT:

A. The Debtors have demonstrated that assuming the Contracts is an exercise of their sound business judgment, and that such assumption is in the best interests of the Debtors' estates;

B. None of the Contracts are of the type specified in section 365(c) of the Bankruptcy Code which would prevent the Debtors from assuming such Contracts. To the extent consent is required for the assumption of a Contract, each non-Debtor party to such Contract is deemed to have consented to such assumption;

C. The Debtors have, to the extent necessary, satisfied the requirements of Bankruptcy Code section 365(b)(1) in connection with the assumption of the Contracts; and

D. The Debtors' renewal of any of their existing insurance policies and programs on terms similar to the terms in the existing insurance policies is an exercise of their sound business judgment and such renewals are in the best interests of the Debtors' estates.

ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED.
2. Pursuant to Bankruptcy Code section 365(a), the Contracts listed on Exhibits A through C hereto are hereby assumed.

3. The requirements of section 365(b)(1) of the Bankruptcy Code are hereby deemed satisfied with respect to the Contracts (subject to the "cure amount" procedures set forth herein).

4. All liquidated monetary defaults, claims or other obligations of the Debtors arising or accruing under each Contract prior to the assumption of such Contract (without giving effect to any acceleration clauses or any default provisions of the kind specified in Bankruptcy Code section 365(b)(2)), as listed on the attached exhibits, shall be promptly paid by the Debtors upon assumption as provided in Bankruptcy Code section 365(b)(1).

5. With respect to any Assumption Objections based solely on the Debtors' proposed cure amount (a "Cure Amount Objection"), the Debtors and the non-Debtor party may resolve such dispute by agreement, in this Court, or any other forum of competent jurisdiction. If consensual resolution of the Cure Amount Objection cannot be reached, the Debtors shall (i) pay in full the undisputed portion of such cure amount on or shortly after the assumption of the Contract and (ii) pay any such additional cure amounts upon resolution of the Cure Amount Objection by this Court, a forum of competent jurisdiction, or by mutual agreement of the parties.

6. Any non-Debtor party to a Contract that fails to file timely an Assumption Objection shall be: (i) deemed to have waived and released any right to assert an objection to the proposed assumption of any Contract, and to have other-

wise consented to the assumption of the Contract; (ii) deemed to have waived and released any right to assert a cure amount (in excess of any amounts listed on the exhibits attached hereto), and (iii) forever barred, permanently enjoined and estopped from asserting or claiming any other or further claims against the Debtors, their respective successors and assigns, or the property or assets of any or all such parties, as to such Contract or on grounds that any additional amounts are due or defaults exist, or conditions to assignment must be satisfied, under such Contract.

7. Pursuant to Bankruptcy Code section 363(b), the Debtors are authorized to renew their existing insurance programs (or to enter into similar insurance programs with other insurance carriers) upon terms reasonably similar to those currently in existence. The Debtors are authorized and agree to execute all documentation necessary to assume or renew their insurance programs.

8. This Order shall bind the Debtors, their successors in interest and assigns, including limitation, any trustee in bankruptcy.

9. The requirement of Local Bankr. R. 9013-1(b) that any motion filed shall be accompanied by a separate memorandum of law is deemed satisfied by the Motion.

Dated: New York, New York
, 2004

UNITED STATES BANKRUPTCY JUDGE

**ASSUMED INSURANCE POLICIES
EXHIBIT A**

Debtor Party	Counterparty	Contract Description	Policy Number	Policy Start Date	Policy End Date	Cure Amount
Hot Spots Productions, Inc.	American Home Assurance Co.	Accident and Health	9102706	11/1/02	2/1/04	\$0.00
RCN Corporation	ACE American Insurance Company	Excess Umbrella \$2.5M xs \$50M	XCPG21811877	3/1/03	12/12/04	\$0.00
RCN Corporation	Allied World Assurance Company	Excess Directors & Officers Liability - Side A	C002584/001	10/15/03	10/15/04	\$0.00
RCN Corporation	American Home - Lexington	General Liability	7411717	3/1/03	3/1/04	\$0.00
RCN Corporation	American Home Assurance Co.	Auto Liability (AOS)	1468898	12/12/03	12/12/04	\$0.00
RCN Corporation	American Home Assurance Co.	Auto Liability (VA)	1468900	12/12/03	12/12/04	\$0.00
RCN Corporation	American Home Assurance Co.	General Liability	4571802	12/12/03	12/12/04	\$0.00
RCN Corporation	American Home Assurance Co.	Property	1468899	12/2/03	12/2/04	\$0.00
RCN Corporation	American Home Assurance Co.	Workers' Compensation (AOS)	1242180	12/12/03	12/12/04	\$0.00
RCN Corporation	American Home Assurance Co.	Workers' Compensation (CA)	1242181	12/12/03	12/12/04	\$0.00
RCN Corporation	Columbia Casualty Co.	Miscellaneous Professional Liability	267991254	5/1/04	5/1/05	\$0.00
RCN Corporation	Executive Risk Specialty	Employed Lawyers	8167-5014	11/15/03	11/15/04	\$0.00
RCN Corporation	Federal Insurance Company	Excess Fiduciary	8173-7631	10/1/03	10/15/05	\$0.00
RCN Corporation	Federal Insurance Company	Fiduciary	8171-0131	10/1/03	10/15/05	\$0.00
RCN Corporation	Illinois National Insurance Company	General Liability	4571830	3/1/04	12/1/04	\$0.00
RCN Corporation	Insurance Company of the State of PA	Auto Liability (MA)	1468899	12/12/03	12/12/04	\$0.00
RCN Corporation	Insurance Company of the State of PA	Workers' Compensation (MA)	1242182	12/12/03	12/12/04	\$0.00
RCN Corporation	Lexington Insurance	Railroad Protective Liability	6007484	3/1/04	3/1/05	\$0.00
RCN Corporation	Lexington Insurance	Railroad Protective Liability	6007485	3/1/04	3/1/05	\$0.00
RCN Corporation	Lexington Insurance	Railroad Protective Liability	6007486	3/1/04	3/1/05	\$0.00
RCN Corporation	Lexington Insurance	Railroad Protective Liability	6007487	3/1/04	3/1/05	\$0.00
RCN Corporation	Liberty Bond Services	General Agreement of Indemnity				\$0.00
RCN Corporation	Liberty Insurance Underwriters, Inc.	Special Crime	077706-012	10/1/02	10/1/05	\$0.00
RCN Corporation	National Union	Employment Practices Liability	3016107	4/12/04	4/12/05	\$0.00
RCN Corporation	National Union Fire Ins Co. of PA.	Air	1852454	9/1/03	9/1/04	\$0.00
RCN Corporation	National Union Fire Ins Co. of PA.	General Liability	7409383	3/1/01	3/1/03	\$0.00
RCN Corporation	National Union Fire Ins Co. of PA.	General Liability	3574283	3/1/00	3/1/01	\$0.00
RCN Corporation	National Union Fire Ins Co. of PA.	General Liability	3464119	1/1/99	3/1/00	\$0.00
RCN Corporation	National Union Fire Ins Co. of PA.	General Liability	3461645	10/1/97	10/1/98	\$0.00
RCN Corporation	National Union Fire Ins Co. of PA.	General Liability	3016107	4/1/04	4/1/05	\$0.00
RCN Corporation	National Union Fire Ins Co. of PA.	General Liability	2805387	4/1/00	4/1/01	\$0.00
RCN Corporation	National Union Fire Ins Co. of PA.	General Liability	2805385	4/1/00	4/1/01	\$0.00
RCN Corporation	National Union Fire Ins Co. of PA.	General Liability	2577272	11/1/99	4/1/00	\$0.00

**ASSUMED INSURANCE POLICIES
EXHIBIT A**

Debtor Party	Counterparty	Contract Description	Policy Number	Policy Start Date	Policy End Date	Cure Amount
RCN Corporation	National Union Fire Ins Co. of PA.	General Liability	1394033	3/1/02	3/1/03	\$0.00
RCN Corporation	National Union Fire Ins Co. of PA.	General Liability	5367497	4/1/03	4/1/04	\$0.00
RCN Corporation	National Union Fire Ins Co. of PA.	General Liability	8583906	4/1/99	4/1/00	\$0.00
RCN Corporation	National Union Fire Ins Co. of PA.	General Liability	8729300	4/1/01	4/1/02	\$0.00
RCN Corporation	National Union Fire Ins Co. of PA.	General Liability	2142446	4/1/02	4/1/03	\$0.00
RCN Corporation	National Union Fire Ins Co. of PA.	Umbrella Liability	BE2860629	3/1/04	12/12/04	\$0.00
RCN Corporation	Ohio Casualty Co	Excess Umbrella \$25M xs \$75M	EC00453175579	3/1/03	12/12/04	\$0.00
RCN Corporation	Royal & SunAlliance	Automobile Liability	P21R468478	3/1/03	12/12/04	\$0.00
RCN Corporation	Royal & SunAlliance	Commercial General Liability	P21R468475	3/1/03	12/12/04	\$0.00
RCN Corporation	Royal & SunAlliance	Owners & Contractors Protective Liability	R21TS468745	7/1/03	3/1/04	\$0.00
RCN Corporation	Royal & SunAlliance	Owners & Contractors Protective Liability	R21TS468746	3/19/03	3/1/04	\$0.00
RCN Corporation	Royal & SunAlliance	Railroad Protective Liability	R21TS468750	5/7/03	3/1/04	\$0.00
RCN Corporation	Royal & SunAlliance	Railroad Protective Liability	R21TS468747	3/1/03	3/1/04	\$0.00
RCN Corporation	Royal & SunAlliance	Railroad Protective Liability	R21TS468748	3/1/03	3/1/04	\$0.00
RCN Corporation	Royal & SunAlliance	Railroad Protective Liability	R21TS468749	4/24/03	3/1/04	\$0.00
RCN Corporation	Royal & SunAlliance	Workers Compensation	R21J000178	3/1/03	12/12/04	\$0.00
RCN Corporation	Royal & SunAlliance	Workers Compensation	R21TO468476	3/1/03	12/12/04	\$0.00
RCN Corporation	St. Paul Fire & Marine Ins. Co.	Insurance	0583CM0219	10/15/03	10/15/04	\$0.00
RCN Corporation	St. Paul Fire & Marine Ins. Co.	Insurance	IM0900578	8/26/01	8/26/04	\$0.00
RCN Corporation	St. Paul Fire & Marine Ins. Co.	Insurance	KI08000247	8/26/00	8/26/01	\$0.00
RCN Corporation	St. Paul Fire & Marine Ins. Co.	Insurance	KA08000132	1/1/99	3/1/00	\$0.00
RCN Corporation	St. Paul Fire & Marine Ins. Co.	Insurance	KG08001378	1/1/99	3/1/00	\$0.00
RCN Corporation	St. Paul Fire & Marine Ins. Co.	Insurance	0060MA3966	1/1/99	3/1/00	\$0.00
RCN Corporation	St. Paul Fire & Marine Ins. Co.	Insurance	WVK8000377	1/1/99	3/1/00	\$0.00
RCN Corporation	St. Paul Fire & Marine Ins. Co.	Insurance	KA08000133	1/1/99	1/1/00	\$0.00
RCN Corporation	St. Paul Fire & Marine Ins. Co.	Insurance	KA08000106	10/1/97	1/1/99	\$0.00
RCN Corporation	St. Paul Fire & Marine Ins. Co.	Insurance	KG08001145	10/1/97	1/1/99	\$0.00
RCN Corporation	St. Paul Fire & Marine Ins. Co.	Insurance	0060MA3679	10/1/97	1/1/99	\$0.00
RCN Corporation	St. Paul Fire & Marine Ins. Co.	Insurance	WVK8000249	10/1/97	1/1/99	\$0.00
RCN Corporation	Starr Excess	General Liability	5376248	4/1/01	4/1/02	\$0.00
RCN Corporation	Starr Excess	General Liability	5376667	4/1/02	4/1/03	\$0.00
RCN Corporation	Starr Excess	General Liability	5554113	4/1/03	4/1/04	\$0.00
RCN Corporation	Starr Excess	General Liability	5554419	11/1/99	4/1/00	\$0.00

**ASSUMED INSURANCE POLICIES
EXHIBIT A**

Debtor Party	Counterparty	Contract Description	Policy Number	Policy Start Date	Policy End Date	Cure Amount
RCN Corporation	Starr Excess	General Liability	5375953	4/1/01	4/1/02	\$0.00
RCN Corporation	Starr Excess	General Liability	5554427	4/1/00	4/1/01	\$0.00
RCN Corporation	Starr Excess	Punitive Damage Liability	5373255	4/12/04	4/12/05	\$0.00
RCN Corporation	Travelers Casualty and Surety Company of America	General Agreement of Indemnity				\$0.00
RCN Corporation	Zurich American Insurance Company	Excess Fiduciary	FLC 9006192 00	10/1/03	10/15/05	\$0.00

**Contract for Assumption
Exhibit B**

Debtor Party	Counterparty	Contract Description	Contract Date	Cure Amount
RCN Corporation	General Electric Capital Corp	Equipment Lease Guaranty	12/20/02	\$0.00

**Contracts for Assumption
Exhibit C**

Debtor Party	Counterparty	Contract Description	Contract Date	Cure Amount
On TV, Inc.	501, Inc.	Writer's Agreement		\$0.00
On TV, Inc.	American Federation of Television and Radio Arts	Agreement Letter		\$0.00
On TV, Inc.	Andre Brown	Standard American Federation of Television and Radio Arts Engagement Contract	8/4/04	\$0.00
On TV, Inc.	Brandon Thomas	Standard American Federation of Television and Radio Arts Engagement Contract	8/4/04	\$0.00
On TV, Inc.	Brandon Thomas	Standard American Federation of Television and Radio Arts Engagement Contract	8/4/04	\$0.00
On TV, Inc.	Dawn Urbont	Writer's Agreement		\$0.00
On TV, Inc.	Dennis White	Standard American Federation of Television and Radio Arts Engagement Contract	8/8/04	\$0.00
On TV, Inc.	Elvis Nolasco	Standard American Federation of Television and Radio Arts Engagement Contract	8/4/04	\$0.00
On TV, Inc.	George Alvarez	Standard American Federation of Television and Radio Arts Engagement Contract	8/9/04	\$0.00
On TV, Inc.	Great Plains National Instructional Television Library	Reading Rainbow Production Agreement		\$0.00
On TV, Inc.	Ivory Coast Productions, Inc.	Head Writer's Agreement		\$0.00
On TV, Inc.	Ivory Coast Productions, Inc.	Writer's Agreement		\$0.00
On TV, Inc.	Jade Yorker	Standard American Federation of Television and Radio Arts Engagement Contract	8/4/04	\$0.00
On TV, Inc.	Kesed Ragin	Standard American Federation of Television and Radio Arts Engagement Contract	8/8/04	\$0.00
On TV, Inc.	Louie Torellas	Standard American Federation of Television and Radio Arts Engagement Contract	8/24/04	\$0.00
On TV, Inc.	Louie Torellas	Standard American Federation of Television and Radio Arts Engagement Contract	8/24/04	\$0.00
On TV, Inc.	Reginald Washington "Shortee Redd"	Standard American Federation of Television and Radio Arts Engagement Contract	8/8/04	\$0.00
On TV, Inc.	Richard Errol Wesley	Writer's Agreement		\$0.00
On TV, Inc.	Roslyn Krauss	Script Writer's Agreements		\$0.00
On TV, Inc.	Sasha Toro	Standard American Federation of Television and Radio Arts Engagement Contract	8/4/04	\$0.00
On TV, Inc.	Sasha Toro	Standard American Federation of Television and Radio Arts Engagement Contract	8/4/04	\$0.00
On TV, Inc.	Shortee Redd	Standard American Federation of Television and Radio Arts Engagement Contract	8/4/04	\$0.00
On TV, Inc.	Tashiana Washington	Standard American Federation of Television and Radio Arts Engagement Contract	8/3/04	\$0.00
On TV, Inc.	Writers Guild of America	Basic Agreement		\$0.00
On TV, Inc.	Writers Guild of America	Freelance Agreement		\$0.00
On TV, Inc.	Yvonna Kopacz	Standard American Federation of Television and Radio Arts Engagement Contract	8/4/04	\$0.00
RCN Entertainment, Inc.	Directors Guild of America, Inc.	DGA Signatory Agreement		\$0.00
RCN Entertainment, Inc.	Glenn Rice	Location Agreement		\$0.00
RCN Entertainment, Inc.	International Alliance of Theatrical Stage Employees	Crew Meber Union Agreement		\$0.00

**Contracts for Assumption
Exhibit C**

Debtor Party	Counterparty	Contract Description	Contract Date	Cure Amount
RCN Entertainment, Inc.	International Alliance of Theatrical Stage Employees	Production Agreement - Miracle's Boys		\$0.00
RCN Entertainment, Inc.	Jaki Brown and Associates	Casting Agreement		\$2,500.00
RCN Entertainment, Inc.	On Screen Entertainment, LLC	Production Agreement - Miracle's Boys		\$0.00

EXHIBIT “B”

TIME: 12:06:08

DATE: 12/01/04

RCN CORPORATION

PAGE: 1

828 S. WABASH, LLC ALL RACK ANDREWS KURTH LLP ARNALL GOLDEN GREGORY LLP	40 E. 9TH ST., UNIT 1516, CHICAGO, IL 60605 361 WEST 36TH STREET, NEW YORK, NY 10018 ATTN: PETER S. GOODMAN, ESQ., (COUNSEL TO WELLS FARGO AND COMPANY), 450 LEXINGTON AVENUE, NEW YORK, NY 10017 ATTN: FRANK N. WHITE, ESQ., DARRYL S. LADDIN, ESQ., (COUNSEL TO VERIZON OPERATING TELEPHONE COMPANIES), 171 17TH STREET NW, SUITE 2100, ATLANTA, GA 30363-1031 ATTN: RICHARD M. BEHELER, 2300 MAIN STREET, SUITE 1000, KANSAS CITY, MO 64108 ATTN: MICHAEL S. SIMON, ESQ., (COUNSEL FOR HUDSON TELEGRAPH ASSOCIATES, L.P.), 405 LEXINGTON AVENUE, NEW YORK, NY 10174 1455 N. SANDBURG TERRACE, CHICAGO, IL 60610 3018 AVE I, BROOKLYN, NY 11210 322 SOUTH GREEN STREET, ATTN: BARBARA POPOVIC, CHICAGO, IL 60607 ATTN: ESTHER E. TRYBAN TELSER, CITY OF CHICAGO DEPARTMENT OF LAW, 30 N. LASALLE; ROOM 900, CHICAGO, IL 60602 THE CABLE ADMINISTRATOR (AREA 1), 33 NORTH LASALLE STREET, CHICAGO, IL 60602 THE CABLE ADMINISTRATOR (AREA 2), 33 NORTH LASALLE STREET, CHICAGO, IL 60602 ATTN: MARA GEORGES, DIANE PEZANOKSI, WEST ON HANSCOM, ESTHER TRYBAN- TELSER,, 30 NORTH LASALLE STREET, SUITE 900, CHICAGO, IL 60602 PO BOX 905143, CHARLOTTE, NC 28290 FORREST, LLP (COUNSEL TO AFFINITAS CORPORATION), ATTN: CLAY M. ROGERS, GRANT A. FORSBERG, 8712 W. DODGE ROAD, SUITE 400, OMAHA, NE 68114-3431 445 12TH STREET, SW, WASHINGTON, DC 20554 330 W. 38TH ST, NEW YORK, NY 10018 ATTN: RICHARD MILLER & THOMAS WEBER, THE MET LIFE BUILDING, 200 PARK AVENUE, NEW YORK, NY 10166 ATTN: ANDREW ENSCHEDÉ, 77 WEST WACKER DRIVE, SUITE 2500, CHICAGO, IL 60601 ATTN: ALAN D. HALPERIN, ESQ., ETHAN D. GANC, ESQ., 555 MADISON AVENUE - 9TH FLOOR, NEW YORK, NY 10022 ATTN: MS. SANDRA E. HORWITZ, 452 FIFTH AVENUE, NEW YORK, NY 10018-2706 ATTN: ISSUER SERVICES, 452 FIFTH AVENUE, NEW YORK, NY 10018 INSOLVENCY UNIT, 290 BROADWAY, 5TH FLOOR, NEW YORK, NY 10007 C/O STEVEN W. MEYER, ESQ., OPPENHEIMER WOLFF & DONNELLY LLP, 3300 PLAZA VII 45 SOUTH SEVENTH ST, MINNEAPOLIS, MN 55402 10960 WILSHIRE BLVD, LOS ANGELES, CA 90024 54 WEST 18TH STREET #16J, NEW YORK, NY 10011 3 FIRST NATIONAL PLAZA, SUITE 4100 70 WEST MADISON STREET, ATTN: DANIEL A. ZAZOVE, ESQ., CHICAGO, IL 60602 ATTN: DAVID E. RETTER, ESQ., DEBRA SUDOCK, ESQ., (COUNSEL TO HSBC BANK USA, AS INDENTURE TRUSTEE), 101 PARK AVENUE, NEW YORK, NY 10178 ATTN: MARK R. SOMERSTEIN, ESQ., ANNE H. PAK, ESQ., (COUNSEL TO HSBC BANK USA, AS COLLATERAL AGENT), 101 PARK AVENUE, NEW YORK, NY 10178 ATTN: ERIC D. STATMAN, ESQ., (COUNSEL TO NORTEL NETWORKS, INC.), 900 THIRD AVENUE, 16TH FLOOR, NEW YORK, NY 10022 (ATTORNEYS FOR AT&T), ATTN: VINCENT A. D'AGOSTINO, ESQ., 65 LIVINGSTON AVENUE, ROSELAND, NJ 07068 CORPORATION COUNSEL OF THE CITY OF NEW YORK, ATTN: GABRIELA P. CACUCI, ESQ., 100 CHURCH STREET, NEW YORK, NY 10007 ATTN: DENNIS DUNNE, ESQ., 1 CHASE MANHATTAN PLAZA, NEW YORK, NY 10005 ATTN: DEIDRE A. SULLIVAN, ESQ., 1 CHASE MANHATTAN PLAZA, NEW YORK, NY 10005 ATTN: JASON C. DIBATTISTA, ESQ., (COUNSEL TO A&E TELEVISION NETWORKS), 1290 AVENUE OF THE AMERICAS, NEW YORK, NY 10104 ATTN: BEN H. LOGAN, ESQ., EMILY CULLER, ESQ., (COUNSEL TO VULCAN VENTURES CAPITAL), 400 SOUTH HOPE STREET, LOS ANGELES, CA 90071-2899 ATTN: DAVID W. DYKHOUSE, (COUNSEL TO DOLP 1133 PROPERTIES LLC), 1133 AVENUE OF THE AMERICAS, NEW YORK, NY 10036-6710 ATTN: MICHAEL K. CHERNICK, ESQ., 75 E. 55TH STREET, FIRST FLOOR, NEW YORK, NY 10022 ATTN: HARVEY A. STRICKON, ESQ., (COUNSEL TO EVERGREEN FUNDS), 75 EAST 55TH STREET, NEW YORK, NY 10022-3205 29605 LORAIN ROAD, NORTH OLMS TED, OH 44070 504 JANE ST., FORT LEE, NJ 07024 311 WEST 43RD ST, NEW YORK, NY 10036 ATTN: GENERAL COUNSEL, 105 CARNEGIE CENTER, PRINCETON, NJ 08540 ATTN: ELENA LAZAROU, ESQ., (COUNSEL FOR GENERAL ELECTRIC CAPITAL CORPORATION), 599 LEXINGTON AVENUE, NEW YORK, NY 10022 233 BROADWAY, SUITE 600, NEW YORK, NY 10279 732 W BROADWAY, FULTON, NY 13069 ATTN: PETER V. PANTALEO, ESQ., 425 LEXINGTON AVENUE, NEW YORK, NY 10017-3954 ATTN: BENNETT S. SILVERBERG, FOUR TIMES SQUARE, 26-412, NEW YORK, NY 10036 ATTN: FREDERICK MORRIS, ESQ., FOUR TIMES SQUARE, NEW YORK, NY 10036-6522 ATTN: JAY M. GOFFMAN, ESQ., FOUR TIMES SQUARE, NEW YORK, NY 10036-6522 ATTN: KRIS AGARWAL, FOUR TIMES SQUARE, NEW YORK, NY 10036-6522 ATTN: ADRIANA SALAZAR, RM 26-413, FOUR TIMES SQUARE, NEW YORK, NY 10036-6522 ATTN: BRIAN P. KELLY, RM 35-220, FOUR TIMES SQUARE, NEW YORK, NY 10036-6522 901 SOUTH ASHLAND, ATTN: JIM ADDAUTE, CHICAGO, IL 60607 5000 SOUTH CORNELL, CHICAGO, IL 60615 535 N. MICHIGAN AVE, CHICAGO, IL 60611 850 N. STATE ST., CHICAGO, IL 60610 4917 S. DREXEL, CHICAGO, IL 60615 ATTN: PAUL K. SCHWARTZBERG, ESQ., 33 WHITEHALL STREET, 21ST FLOOR, NEW YORK, NY 10004 108 CALYER STREET #4R, BROOKLYN, NY 11222 58-38 PAGE PL., PO BOX O, MASPETH, NY 11378 8430 GROSS POINT RD., SKOKIE, IL 60077 ATTN: DARRYL L. SCHALL, ANALYST, 1275 KING STREET, GREENWICH, CT 06831
BLACKWELL SANDERS PEPER MARTIN LLP BLANK ROME LLP CARL SANDBURG VILLAGE CONDOMINIUM ASSOCIATION II CHARLES, CHRISTOPHER CHICAGO ACCESS CORPORATION (AREA 2) CITY OF CHICAGO CITY OF CHICAGO CITY OF CHICAGO CITY OF CHICAGO	
DHL EXPRESS (USA), INC. DWYER, SMITH, GARDNER, LAZER, POHREN, ROGERS &	
FEDERAL COMMUNICATIONS COMMISSION GOTHAM SOUND & COMMUNICATIONS GREENBERG TRAURIG, LLP GREENBERG TRAURIG, LLP HALPERIN & ASSOCIATES HSBC BANK USA HSBC BANK USA, AS INDENTURE TRUSTEE INTERNAL REVENUE SERVICE INTERNATIONAL BUSINESS MACHINES CORPORATION INTERNATIONAL FAMILY ENTERTAINMENT INC/ ABC FAMILY JOHN CLIFFORD PHOTOGRAPHY KAYE SCHOLER LLP KELLEY DRYE & WARREN LLP	
KELLEY DRYE & WARREN LLP	
LOVELLS LOWENSTEIN SANDLER PC MICHAEL A. CORDOZO MILBANK, TWEED, HADLEY & MCCLOY LLP MILBANK, TWEED, HADLEY & MCCLOY LLP MORRISON & FOERSTER LLP O'MELVENY & MYERS LLP	
PATTERSON, BELKNAP, WEBB & TYLER LLP PAUL, HASTINGS, JANOFSKY & WALKER LLP PAUL, HASTINGS, JANOFSKY & WALKER LLP PHANTOM POWER, GRIP & ELECTRIC PHOTOBITION BONDED SERVICES PROFESSIONAL SOUND SERVICES RCN CORPORATION REED SMITH LLP SECURITIES AND EXCHANGE COMMISSION SHIP-IT SIMPSON, THACHER & BARTLETT LLP SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP TAYLOR PLACE APARTMENTS THE 5000 SOUTH CORNELL CONDOMINIUM ASSOCIATION THE 535 NORTH MICHIGAN AVE CONDOMINIUM ASSOC THE CHESTNUT PLACE ASSOCIATES THE DREXEL TOWERS APARTMENTS THE OFFICE OF THE UNITED STATES TRUSTEE THE SIEGE PERILOUS LLC THE WEEKS-LEMAN GROUP, LLC TOWN MANAGEMENT CORP TUDOR INVESTMENT CORP.	

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RCN CORPORATION

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UNITED STATES ATTORNEY FOR THE
UNIVERSAL SERVICE ADMINISTRATIVE COMPANY
US FUND FOR UNICEF
WEINER & LAURIN, LLP
WILLKIE FARR & GALLAGHER LLP
YORK CAPITAL MANAGEMENT

UNITED STATES ATTY OFF USDOJ OFFICE, 36 CHAMBERS ST 3, NEW YORK, NY 100071826
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681 MAIN ST, PO BOX 346, LUMBERTON, NJ 08048
ATTN: PAUL J. LAURIN, ESQ., (COUNSEL TO FOX CABLE NETWORKS GROUP), 15760 VENTURA BLVD., SUITE 1727, ENCINO, CA 91436-2152
787 SEVENTH AVENUE, ATTN: STEVEN WILAMOWSKY, ESQ., NEW YORK, NY 10019
ATTN: ERIC EDIDIN, 390 PARK AVENUE, 15TH FLOOR, NEW YORK, NY 10022

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ACE AMERICAN INSURANCE COMPANY	NANCY CURTIS, 1133 AVE. OF THE AMERICAS, NEW YORK, NY 10036
ADMIRAL INSURANCE COMPANY	TIM KERBER, 6400 S FIDDLERS GREEN CIRCLE, SUITE 1720, ENGLEWOOD, CO 80111
ALLIED WORLD ASSURANCE COMPANY	TREVOR FERGUSON, 43 VICTORIA ST., BERMUDA COMMERCIAL BANK BLDG., HAMILTON, HM12 BERMUDA
AMERICAN FEDERATION OF	TELEVISION AND RADIO ARTS, 260 MADISON AVENUE, NEW YORK, NY 10016
AMERICAN HOME - LEXINGTON	252 E. HIGH STREET, LEXINGTON, KY 40507
AMERICAN HOME ASSURANCE CO.	MARY BETH DIFFLEY, 80 PINE STREET, NEW YORK, NY 10005
ANDRE BROWN	C/O AFTRA, 260 MADISON AVENUE, NEW YORK, NY 10016-2401
BRANDON THOMAS	C/O AFTRA, 260 MADISON AVENUE, NEW YORK, NY 10016-2401
COLUMBIA CASUALTY CO.	AMY MOFSENSON, 40 WALL ST., NEW YORK, NY 10005
DAWN URBONT	9560 WILSHIRE BOULEVARD, ATTN: LARRY SALZ OF, UNITED TALENT AGENCY, AGE, BEVERLY HILLS, CA 90212
DENNIS WHITE	C/O AFTRA, 260 MADISON AVENUE, NEW YORK, NY 10016-2401
DIRECTORS GUILD OF AMERICA, INC.	7920 SUNSET BOULEVARD, LOS ANGELES, CA 90046
ELVIS NOLASCO	C/O AFTRA, 260 MADISON AVENUE, NEW YORK, NY 10016-2401
EXECUTIVE RISK SPEC IALTY	SMANTHA BARBER, 55 WAT ER STREET, 28TH FL., NEW YORK, NY 10041
FEDERAL INSURANCE COMPANY	ANNE BARNES, 9155 E NICHOLS AVE., SUITE 100, ENGLEWOOD, CO 80112
GENERAL ELECTRIC CAPITAL CORPORATION	4 NORTH PARK DRIVE, SUITE 500, HUNT VALLEY, MD 21030
GEORGE ALVAREZ	C/O AFTRA, 260 MADISON AVENUE, NEW YORK, NY 10016-2401
GLENN RICE	330 CONVENT AVENUE, NEW YORK, NY 10031-6331
GREAT PLAINS NATIONAL INSTRUCTIONAL	TELEVISION LIBRARY, 1800 NORTH 33RD STREET, LINCOLN, NB 68803
HOMEGIRL PRODUCTION, LLC	ELISSA DONENFELD, 306 WEST 100TH STREET, #25, NEW YORK, NY 10025
ILLINOIS NATIONAL INSURANCE COMPANY	18TH FLOOR 175 WATER STREET, AMERICAN INTERNATIONAL COMPANIES, NEW YORK, NY 10038
INSURANCE COMPANY OF THE STATE OF PA	MARY BETH DIFFLEY, 80 PINE STREET, NEW YORK, NY 10005
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LOUIE TORELLAS	C/O AFTRA, 260 MADISON AVENUE, NEW YORK, NY 10016-2401
NATIONAL UNION	THOMAS ROGISON, 777 S FIGUEROA ST.,17TH FLOOR, LOS ANGELES, CA 90017
NATIONAL UNION FIRE INS CO. OF PA.	MARY BETH DIFFLEY, 80 PINE STREET, NEW YORK, NY 10005
OHIO CASUALTY CO	JENNIFER HENSON, 2 WALL STREET, NEW YORK, NY 10005
ON SCREEN ENTERTAINMENT	471 WEST END AVENUE, NEW YORK, NY 10024
ON SCREEN ENTERTAINMENT, INC.	451 WEST END AVENUE, APARTMENT 14F, NEW YORK, NY 10024
OUTWARD BOUND, INC.	ROUTE 9D, R2 BOX 280, GARRISON, NY 10524-9757
REGINALD WASHINGTON "SHORTEE REDD"	C/O AFTRA, 260 MADISON AVENUE, NEW YORK, NY 10016-2401
RICHARD ERROL WESLEY	1505 TENTH STREET, ATTN: BRAD STERLING OF, INNOVATIVE ARTISTS, SANTA MONICA, CA 90401
ROSLYN KRAUSS	20 EAST 53RD STREET, ATTN: HONEY RAIDER OF, TALENT REPRESENTATIVES., NEW YOR K, NY 10022
ROYAL & SUNALLIANCE	9300 ARROWPOINT BOULEVARD, CHARLOTTE, NC 28273
SASHA TORO	C/O AFTRA, 260 MADISON AVENUE, NEW YORK, NY 10016-2401
SHORTEE REDD	C/O AFTRA, 260 MADISON AVENUE, NEW YORK, NY 10016-2401
ST. PAUL MERCURY INSURANCE COMPANY	JOHN WALLACE, 2000 S COLORADO BLVD., DENVER, CO 80222
STARR EXCESS	MARK SIMONS, AMERICA INTERNATIONAL BLDG., 29 RICHMOND ROAD, PEMBROKE, HM 08 BERMUDA
TASHIANA WASHINGTON	C/O AFTRA, 260 MADISON AVENUE, NEW YORK, NY 10016-2401
TWIN CITY FIRE INSURANCE COMPANY	WILL FAHEY, 2 PARK AVE., NEW YORK, NY 10016
WESTERN NEW YORK PUBLIC	BROADCASTING ASSOCIATION, 1800 NORTH 33RD STREET, LINCOLN, NB 68803
WRITERS GUILD OF AMERICA	555 WEST 57TH STREET, NEW YORK, NY 10019
YVONNA KOPACZ	C/O AFTRA, 260 MADISON AVENUE, NEW YORK, NY 10016-2401
ZURICH AMERICAN INSURANCE COMPANY	HAROLD FIELD, ONE LIBERTY PLAZA, 30TH FLOOR, NEW YORK, NY 10006

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