

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re : Chapter 11
RCN CORPORATION, et al. :
Debtors. :
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**ORDER AUTHORIZING SETTLEMENT AGREEMENT
BETWEEN RCN CABLE TV OF CHICAGO, INC., AND THE
CHICAGO ACCESS CORPORATION**

Upon the motion, dated December 10, 2004 (the "Motion"),¹ of the above-captioned debtors and debtors-in-possession (the "Debtors"), for an order approving a settlement agreement (the "Agreement") between RCN Cable TV of Chicago, Inc. ("RCN-Chicago"), and Chicago Access Corporation ("CAC"), with respect to any proofs of claim filed in these bankruptcy cases by CAC and/or certain other fees and claims in connection with the CAC Contracts; and the Court being satisfied with the representations made in the Motion that the Agreement is necessary and in the best interests of the Debtors and their estates and their being no objections to the Motion; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby:

¹ Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Motion.

FOUND that:²

- A. The Court has jurisdiction over the Motion under 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding under 28 U.S.C. § 157(b)(2)(A) and venue in this district is proper under 28 U.S.C. §§ 1408 and 1409;
- B. Due and proper notice of the Motion has been given and no other or further notice is required;
- C. RCN-Chicago has exercised sound business judgment in deciding to enter into the Agreement;
- D. The Agreement is fair, reasonable and in the best interests of RCN, RCN-Chicago, their estates, creditors and other parties-in-interest and is appropriate in light of the relevant factors;
- E. RCN-Chicago has exercised sound business judgment and has satisfied the requirements of 11 U.S.C. § 365 in deciding to (i) assume the Areas 1 and 2 CAC Contracts (as the latter is modified by the Agreement) and (ii) reject the Areas 3 and 4 CAC Contracts; and
- F. It is in the best interests of RCN-Chicago, its estate, creditors and other parties-in-interest to (i) enter into the Agreement, (ii) assume the Area 1

² Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. See Fed. R. Bankr. P. 7052.

CAC Contract and the modified Area 2 CAC Contract and (iii) reject the Areas 3 and 4 CAC Contracts; and it is therefore,

ORDERED, ADJUDGED and DECREED that:

1. The Motion is GRANTED as set forth herein.
2. RCN-Chicago is authorized to enter into the Agreement, in substantially the form annexed hereto as Exhibit 1, the terms and conditions of which are hereby approved.
3. The Debtors, CAC and each of their officers, directors, employees and agents, are authorized to take any actions and execute any documents necessary to consummate the Agreement.
4. The terms and provisions of the Agreement and this Order shall be binding in all respects upon, and shall inure to the benefit of the Debtors and each of their estates and creditors, and CAC and its successors and assigns, and any affected third parties including, but not limited to, any trustee, responsible person, estate administrator, representative or similar person subsequently appointed for or in connection with the Debtors' estates or affairs in these cases or in any subsequent case(s) under the Bankruptcy Code involving the Debtors.
5. The Area 1 CAC Contract is hereby assumed by RCN-Chicago, as of the Effective Date, and there are no cure costs associated with such assumption.

6. The Area 2 CAC Contract, as amended by the Agreement, is hereby assumed by RCN-Chicago, as of the Effective Date, and all cure costs associated with such assumption have been deemed satisfied.

7. CAC shall have no claim, whether secured, unsecured, priority, administrative, or otherwise, against any of the Debtors, their estates, subsidiaries, affiliates, legal successors and/or assigns arising by reason of any act, omission, transaction or occurrence taken or occurring at any time in connection with, arising from or concerning the Area 2 CAC Contract.

8. The Areas 3 and 4 CAC Contracts are rejected as set forth in the Agreement.

9. CAC shall withdraw the CAC Proof of Claim as set forth in the Agreement.

10. The Debtor shall pay to CAC, upon the Effective Date, the Settlement Payment, in full and complete discharge, satisfaction and release of any claims, whether secured, unsecured, priority, administrative, or otherwise that were actually asserted, or that could have been asserted, in the CAC Proof of Claim, any request for administrative expense payment, or otherwise with respect to the Area 2 CAC Contract.

11. Upon the occurrence of the Effective Date, the parties shall grant the mutual releases set forth in the Agreement.

12. Notwithstanding Bankruptcy Rule 6004(g), this Order shall take effect immediately upon entry.

13. This Court shall retain jurisdiction to decide any disputes arising between any of the Debtors and CAC with respect to the Order, the Agreement, the CAC Proof of Claim, the assumption of the Areas 1 and 2 CAC Contracts (as the latter is modified by the Agreement) and the rejection of the Areas 3 and 4 CAC Contracts.

Dated: New York, New York
December 16, 2004

/s/Robert D. Drain
Honorable Robert D. Drain
United States Bankruptcy Judge

EXHIBIT 1