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D. J. Baker (DB 0085)  
(Member of the Firm)  
Thomas J. Matz (TM 5986)  
Frederick D. Morris (FM 6564)

Attorneys for Debtors

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
In re : Chapter 11  
: :  
: : Case No. 04-13638  
RCN CORPORATION, et al., : :  
: :  
Debtors. : Jointly Administered  
-----X

**STIPULATION AND ORDER REGARDING DEBTORS' NOTICE  
OF ASSUMPTION OF EXECUTORY CONTRACTS AND  
UNEXPIRED LEASES PURSUANT TO JOINT PLAN  
OF REORGANIZATION**

E! Entertainment Television, Inc. ("E!") and the above-captioned Debtors (the "Debtors") hereby enter into this stipulation and order to resolve all issues relating to certain executory contracts between E! and the Debtors.

A. On or about October 13, 2004, the Debtors served a "Notice of Assumption of Executory Contracts and Unexpired Leases Pursuant to Joint Plan of Reorganization of RCN Corporation and Certain Subsidiaries," (the "Assumption Notice"). The Assumption Notice refers to a programming agreement as to which E! is a third-party beneficiary (the "Programming Agreement"). The terms of the Programming Agreement are clarified in a

Letter Agreement dated January 1, 2002, between E! and RCN Corporation (the “2002 Letter Agreement”).

B. On November 30, 2003, E! filed a “Response Of E! Entertainment To Debtors’ Notice Of Assumption Of Executory Contracts And Unexpired Leases Pursuant To Joint Plan Of Reorganization And Response Regarding Confirmation Of Joint Plan Of Reorganization” (the “Response”). The Response states that E! does not oppose the Debtors’ assumption of the Programming Agreement provided that the assumption is as to the entirety of the Programming Agreement which includes both of E!’s television programming services: the E! Entertainment Television Service (the “E! Service”) and the Style Network (the “Style Service”).

C. Subsequent to filing the Response, E! and the Debtors reached agreement on the treatment of the Programming Agreement. The terms of this agreement are stated in a letter agreement dated December 1, 2004 (the “2004 Letter Agreement”). The 2004 Letter Agreement is attached hereto as Exhibit “A”.

WHEREFORE, based on the foregoing, E! and the Debtors hereby stipulate as follows:

The Debtors shall assume the Programming Agreement as it relates to both the E! Service and the Style Service including the clarification set forth in the 2002 Letter Agreement and all of the services rendered by E! including both the E! Service and the Style Service, subject to the modifications contemplated in the 2004 Letter Agreement.

Dated: December 21, 2004

KAYE SCHOLER LLP

/s/ Ronald L. Leibow  
Ronald L. Leibow  
1999 Avenue of the Stars  
Suite 1700  
Los Angeles, CA 90067-6048  
(310) 788-1000  
Attorneys for E! Entertainment Television, Inc.

Dated: January 3, 2005

SKADDEN, ARPS, SLATE, MEAGHER  
& FLOM LLP

/s/ D. J. Baker  
D. J. Baker (DB 0085)  
(Member of the Firm)  
Thomas J. Matz (TM 5986)  
Frederick D. Morris (FM 6564)  
Four Times Square  
New York, New York 10036-6522  
(212) 735-3000  
Attorneys for Debtors

IT IS SO ORDERED.

Dated: January \_\_\_, 2005

\_\_\_\_\_  
United States Bankruptcy Judge

# **EXHIBIT A**

Via Express Mail

As of December 1, 2004

Mr. John Murawski  
RCN Corporation ("RCN")  
105 Carnegie Center  
Princeton, NJ 08540

Re: **E! Entertainment Television, Inc. ("E!") /  
Assumption of style. Programming Agreement**

Dear John:

This letter shall confirm that, in connection with its bankruptcy plan of reorganization, RCN has agreed to assume and perform its obligations with respect to the style. programming service ("style."), as set forth in (i) that certain Side Letter Agreement between E! and RCN, dated as of January 1, 2002, and (ii) style.'s National Cable Television Cooperative ("NCTC") affiliation agreement, dated January 1, 2000 (as such may be amended), which RCN agreed to perform when it joined the NCTC in 2002 (the aforementioned Side Letter Agreement and style. NCTC affiliation agreement are collectively referred to as the "style. Programming Agreement").

Provided that RCN take all necessary actions with the Bankruptcy Court to effectuate the assumption of the style. Programming Agreement, E! will thereafter permit RCN to reposition style., without penalty, solely in its Philadelphia system, from the analog expanded basic level of service to a lesser penetrated digital level of service, notwithstanding the prohibition against such repositioning contained in the style. NCTC affiliation agreement. Except as modified above with respect to RCN's Philadelphia system, the style. Programming Agreement shall remain unchanged and in full force and effect.

This letter contains the entire understanding of the parties with respect to the assumption by RCN of the style. Programming Agreement, and may only be modified by a writing signed by both parties. Please confirm RCN's agreement with the above by signing below and returning this letter to me. I will forward a fully executed original to you for your files. Thank you.

Sincerely,

Mitchel Karp, Esq.  
Vice President, Business & Legal Affairs  
E! Networks

AGREED TO AND ACCEPTED:  
RCN CORPORATION

**E! ENTERTAINMENT  
TELEVISION, INC.**

By: 

Name: VP Marketing & Programming  
Its: Barbara J Adas

\_\_\_\_\_  
M. Bradford Fox  
Senior Vice President  
Affiliate Relations



NETWORKS

Via Express Mail

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Mr. John Murawski  
RCN Corporation ("RCN")  
105 Carnegie Center  
Princeton, NJ 08540

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Sincerely,

Mitchel Karp, Esq.  
Vice President, Business & Legal Affairs  
E! Networks

AGREED TO AND ACCEPTED:  
RCN CORPORATION

E! ENTERTAINMENT  
TELEVISION, INC.

M. Bradford Fox  
Senior Vice President  
Affiliate Relations

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

