

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re : Chapter 11
: :
RCN CORPORATION, et al., : Case No. 04-13638 (RDD)
: :
Debtors. : (Jointly Administered)
: :
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**STIPULATION AND AGREED ORDER CONCERNING THE ASSUMPTION
OF INSURANCE PROGRAMS WITH AIG BY RCN CORPORATION**

American Home Assurance Company, American International Specialty Lines Insurance Company, Illinois National Insurance Company, National Union Fire Insurance Company of Pittsburgh, Pa., Starr Excess Liability Insurance International Ltd., and certain other entities related to American International Group, Inc. (collectively, the "AIG"), and the reorganized debtors in the above captioned cases (the "Reorganized Debtors," and together with AIG, the "Parties"), hereby stipulate and agree, subject to the Court's approval, as follows:

1. On May 27, 2004 (the "Petition Date"), RCN Corporation ("RCN") and certain of its affiliates (collectively, the "Debtors") filed voluntary petitions in this Court for reorganization relief under chapter 11 of title 11 of the United States Code, as amended (the "Bankruptcy Code").¹

¹ RCN Corporation, TEC Air, Inc., RLH Property Corporation, RCN Finance, LLC and Hot Spots Productions, Inc. commenced their chapter 11 cases on May 27, 2004. RCN Cable TV of Chicago commenced its chapter 11 case on
(continued...)

2. On December 8, 2004, the Court entered an order (the "Confirmation Order") confirming the Joint Plan of Reorganization of RCN Corporation and Certain Subsidiaries (as amended, the "Plan").

3. On December 21, 2004, all the conditions to consummation of the Plan were satisfied and the effective date of the Plan occurred.

4. AIG provided and continues to provide RCN, with various insurance policies, including without limitation, accident and health, air, general liability, property, workmen's compensation, and other services, some of which are governed by various payment and indemnity agreements, as amended from time to time (the "Insurance Programs").

5. Pursuant to the Insurance Programs, RCN entered into certain agreements and are obligated to pay to AIG, among other things, certain premiums, deductibles, self-insured retention, reimbursement obligations, fees expenses and related costs. AIG holds approximately \$4.5 million in cash as security for RCN's obligations under the Insurance Programs.

6. On or about August 10, 2004, AIG timely filed claim number 1276 in the chapter 11 case of RCN (the "AIG Claim").

¹ (...continued)
August 5, 2004. RCN Telecom Services of Virginia, Inc., RCN Entertainment, Inc., 21st Century Telecom Services, Inc. and ON TV, Inc. commenced their chapter 11 cases on August 20, 2004.

7. On November 30, 2004, the Debtors filed their 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 (Docket No. 442) (the "Assumption Motion"). Pursuant to the Assumption Motion, RCN sought the authority to assume the Insurance Programs and to renew such programs on similar terms.

The Parties agree that the Reorganized Debtors shall be authorized to assume the Insurance Programs pursuant to the order approving the Motion, subject to the following agreement (the "Stipulation"):

A. The Parties agree that the Stipulation is reasonable and fair and equitable under the circumstances;

B. AIG consents to the Reorganized Debtors' assumption of the Insurance Programs;

C. The Reorganized Debtors and AIG represent that there are no material defaults existing under the Insurance Programs;

D. The Reorganized Debtors shall cure all defaults upon entry of this Stipulation and are authorized and directed to pay their obligations under the Insurance Programs, including, without limitation, premium and losses, in the ordinary course of business, in accordance with the relevant terms of the Insurance

Programs, without requiring AIG to take any other action, including commencing any proceeding in the above-captioned cases;

E. Notwithstanding anything to the contrary in the Assumption Motion, the Plan, or the Confirmation Order, AIG shall not be (i) bound by the cure amount scheduled by the Debtors with respect to the Insurance Programs or (b) required to file a proof of claim or request for payment of administrative expenses, with respect to any amounts owed by RCN or the Reorganized Debtors in connection with the Insurance Programs;

F. The discharge injunction (the "Injunction") provided by the Confirmation Order and sections 524 and 1141 of the Bankruptcy Code shall be modified for the limited purpose to permit AIG to adjust, settle and pay insured claims in accordance with the terms of the Insurance Programs, utilize insurance proceeds for that purpose, and otherwise carry out the terms and conditions of the Insurance Programs, without further order of the Court;

G. The Parties agree that, should a dispute arise with regard to the Insurance Programs, such dispute may be resolved as per the agreements governing the Insurance Programs in any appropriate forum; and

H. The AIG Claim is hereby withdrawn.

Dated: New York, New York
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

Dated: New York, New York
December 28, 2004

/s/ Michelle A. Levitt

Michelle A. Levitt
American International Group, Inc.
70 Pine Street, 31st Floor
New York, New York 10270
Telephone: (212) 770-7075

Attorney for AIG

SO ORDERED this ____ day
of January, 2005

United States Bankruptcy Judge