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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re : Chapter 11
: :
RCN CORPORATION, et al., : Case No. 04-13638
: :
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
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Dated: January 3, 2005

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IT IS SO ORDERED.

Dated: January 6, 2005

/s/Robert D. Drain
United States Bankruptcy Judge

EXHIBIT A