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Attorneys for Scripps Networks, Inc., Conditional Claimant

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
: Judge Robert D. Drain
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**NOTICE OF PROTECTIVE AND CONDITIONAL FILING
OF REQUEST OF SCRIPPS NETWORKS, INC.
FOR PAYMENT OF ADMINISTRATIVE CLAIM**

Now comes Scripps Networks, Inc. d/b/a Home and Garden Television, a/k/a HGTV (“Scripps”), and for its protective and conditional filing of administrative claim states as follows:

1. Scripps Networks, Inc., a wholly owned subsidiary of Scripps Howard Broadcasting Company, is a successor party to a contract (the “Contract”), among, inter alia, Scripps, the National Cable Television Cooperative, and RCN Corporation, relating to the cable television service known as “Home and Garden Television.” The Contract by its terms runs from January 1, 2001 through January 1, 2006.
2. Debtor assumed the Contract in connection with the confirmation of its Plan.

3. On November 30, 2004, Scripps filed a conditional objection to the Contract being assumed unless the pre-petition default amount of \$32,460 was paid on assumption. The Debtor had contended that the amount owing is \$0.

4. The default amount owing resulted from an audit for the period June 2001 through May 2002. The audit found that RCN provided HGTV to less than 85% of its subscribers in certain areas, meaning that it owed fees under a higher rate structure as to those areas, and also determined that RCN had not paid fees for certain New Jersey communities and also for two systems in Illinois during all or part of the applicable time period. A copy of the unpaid audit invoice is attached as Exhibit A.

5. As a result of the objection, a provision was put into the Confirmation Order expressly preserving all of Scripps' rights to collect prepetition amounts or otherwise enforce the provisions of the contract, notwithstanding any provision of the Plan or Confirmation Order to the contrary, provided only that no cure claim arising through December 8, 2004 would exceed \$65,000. A copy of the relevant Confirmation Order provision is attached as Exhibit B.

6. As a result of the provision in the Confirmation Order, Scripps believes and intends that its contract issues be resolved pursuant to the contract mechanisms and not pursuant to any Bankruptcy Court claims procedure. Moreover, it contends that the payment of its cure claim is the responsibility of the Reorganized Debtors, not of the bankruptcy estate. It does not believe that its cure payment rights are subject to the requirement of filing of a request for payment of administrative expense. However, in an abundance of caution, if the Court for any reason should hold otherwise, then this filing should be treated as a request for payment of all amounts owing under its contract as an administrative expense.

WHEREFORE, Scripps prays that, to the extent (but only to the extent) that the filing of a request for payment of an administrative expense is held necessary to preserve its rights, that this pleading be treated as a request for payment of administrative expense, that Scripps be paid all amounts that are owed under its contract, which Scripps calculates at \$32,460 as of December 8, 2004, and for such other and further relief as this Court deems just and proper.

Dated: January 21, 2004

Respectfully submitted,

/s/ Wendy J. Gibson
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CERTIFICATE OF SERVICE

The foregoing document has been served electronically and in addition has been served by fax or by FedEx, next day delivery, upon each of the following except as otherwise noted, each this 21st day of November, 2005, and with an additional copy being delivered by November 14, 2005 at 4:00 p.m. to the chambers of the Honorable Robert D. Drain, United States Bankruptcy Court for the Southern District of New York, Alexander Hamilton Customs House, One Bowling Green, New York, New York 10004-1408:

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/s/ Wendy J. Gibson
Wendy J. Gibson