



AFFILIATE INVOICE

INVOICE #

601-502 AUDIT

Invoice Date: June 20, 2003

Invoice Amount: \$32,460.00

Due Date: July 31, 2003

MSO Name: RCN

Balance due per CAA Audit for period 6-01 to 6-02. Per CAA audit, RCN did not pay on all subs and did not pay for tier penalties for Princeton, NJ. System was at less than 85% penetrated throughout the audit period.

Nonpayment for:	Period:	Amount Due:	
Hillsborough Non-Rebuild, NJ	January and February, 2002	\$7,332.00	
Hillsborough Rebuild, NJ	January and February, 2002	\$1,634.00	
Hunterdon, NJ	January and February, 2002	\$5,580.00	
Long Hill, NJ	January through March, 2002	\$6,490.00	
One Point, IL	June through August, 2001	\$2,921.00	
Wedgewood, IL	June through August, 2001	\$3,494.00	
	Total for nonpayments:	\$27,451.00	\$27,451.00
Tier fees for Princeton, NJ	June 2001 through May 2002	\$5,009.00	\$5,009.00
Total Amount Due per CAA Audit for June 2001 through May 2002:			\$32,460.00

If you have any questions about this invoice, please call Pat Shannon at (865) 560-3935, fax to (865) 531-9938 or email at psannon@hgtv.com Thank you.

Please remit to:
 HGTV
 Attn: Pat Shannon
 P O Box 640810
 Cincinnati, OH 45264-0810

Exhibit A

on the one hand, and the CAC, on the other hand, provided that such settlement agreement shall have been reached with the consent of the Creditors' Committee.

52. Matters Relating to the Scripps Settlement. Notwithstanding anything in this Order or the Plan to the contrary, all rights of Scripps Networks, Inc., a/k/a Home and Garden Television, a/k/a HGTV, under any assumed contract relating to HGTV ("HGTV Contract"), and the rights of any other party to such HGTV Contract related to such contract, are all expressly preserved, including but not limited to rights to collect prepetition amounts or to enforce, by any contractually permissible means, default provisions, and such rights will continue to exist following the Effective Date of the Plan; *provided, however*, that no cure claim arising through December 8, 2004, related to the HGTV Contract shall exceed \$65,000. Nothing in the Plan or Order shall constitute a determination of what amounts, if any, are due to any person under the HGTV Contract. Any cure dispute arising under the HGTV Contract may be brought in this Court or any other forum of competent jurisdiction upon proper notice.

53. Matters Relating to the NCTC Settlement. Notwithstanding anything to the Contrary in this Order or the Plan, this Order shall constitute an order authorizing and approving the Debtors' assumption of the Member Agreement between the National Cable Television Cooperative ("NCTC") and the Debtors, dated as of July 1, 2000 (the "NCTC Agreement"), referenced in the Objection Of