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Reorganized Debtors

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re: : Chapter 11
: Case No. 04-13638 (RDD)
RCN CORPORATION, et al., : Jointly Administered
:
Reorganized Debtors.:
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**STIPULATION AND CONSENT ORDER BETWEEN RCN
CORPORATION AND GAME SHOW NETWORK, L.L.C., RELATING
TO ASSUMPTION OF NCTC DISTRIBUTION AGREEMENT**

WHEREAS, commencing on May 27, 2004 (the "Petition Date") and periodically thereafter, RCN Corporation ("RCN") and certain of its affiliates, reorganized debtors in the above-captioned cases, each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330 (as amended, the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), which chapter 11 cases were procedurally consolidated for administrative purposes only; and

WHEREAS, on December 8, 2004, this Court confirmed the Joint Plan Of Reorganization Of RCN Corporation And Certain

Subsidiaries, dated October 12, 2004 (the "Plan"), and entered the Findings Of Fact And Conclusions Of Law Relating To And Order Under 11 U.S.C. § 1129(a) And (b) And Fed. R. Bankr. P. 3020 Confirming The Joint Plan Of Reorganization Of RCN Corporation And Certain Subsidiaries, dated December 8, 2004 (the "Confirmation Order") (Docket No. 483); and

WHEREAS, on December 21, 2004, the effective date of the Plan occurred (the "Effective Date"); and

WHEREAS, prior to and as of the Effective Date, RCN, Game Show Network, L.L.C., formerly known as The Game Show Network, L.P. ("GSN") and National Cable Television Cooperative, Inc. (the "Parties") were parties to that certain NCTC Distribution Agreement, dated as of December 31, 1996 (as amended and supplemented, the "Distribution Agreement"); and

WHEREAS, pursuant to the Plan and the Confirmation Order, certain executory contracts listed on Exhibit D to the Plan were assumed by the reorganized debtors as of the Effective Date; and

WHEREAS, the Distribution Agreement was inadvertently omitted from the list of executory contracts to be assumed pursuant to the Plan; and

WHEREAS, the continued effectiveness of the Distribution Agreement is in the Parties' best interest; and

WHEREAS, this Stipulation reflects the terms agreed to by the Parties at arms' length and in good faith; and

WHEREAS, on January 5, 2005, GSN filed a proof of claim number 2095 ("Claim 2095") against RCN in the amount of \$1,016,381.52.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Stipulation and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound, it is hereby agreed by and between the Parties as follows:

1. Assumption of Distribution Agreement. Upon entry of this Stipulation on the docket of the Bankruptcy Court, the Distribution Agreement shall be deemed assumed by RCN as of December 21, 2004 and distribution of the GSN programming network shall continue under the terms of the Distribution Agreement, as if it had been listed on Exhibit D to the Plan. The Non-RCN Parties acknowledge and agree that all requirements of section 365(b) of the Bankruptcy Code for the assumption of the Distribution Agreement have been met, and no cure amounts are due to them in connection with the assumption of such agreement.

2. Withdrawal of Claim. Effective upon entry of this Stipulation on the docket of the Bankruptcy Court, GSN

shall be deemed to have withdrawn Claim 2095 with prejudice, and Claim 2095 shall be expunged from RCN's claims register without further order from the Bankruptcy Court.

3. Authority and Representations. The Parties represent and warrant to one another that: (i) the signatories to this Stipulation are authorized to execute this Stipulation; (ii) each has full power and authority to enter into this Stipulation; and (iii) this Stipulation is duly executed and delivered, and constitutes a valid, binding agreement in accordance with its terms.

4. The Parties further represent and agree that (a) they have each had the opportunity to consult with their respective attorneys regarding this Stipulation, (b) they have each carefully read and each fully understand all the provisions of this Stipulation, (c) the Stipulation is entered into by each of them voluntarily and (d) the terms and provisions of this Stipulation are the product of arm's length negotiation and equal input by all Parties, such that they shall not be construed against any party as the drafter of the Stipulation.

5. Binding Nature. This Stipulation (i) shall inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns and (ii) shall be binding upon and enforceable against the Parties and their

respective successors and assigns upon the entry of this Stipulation on the docket of the Bankruptcy Court.

6. Bankruptcy Court Approval. This Stipulation is expressly subject to and contingent upon its approval by the Bankruptcy Court. If this Stipulation, or any portion hereof, is not approved by the Bankruptcy Court or if it is overturned or modified on appeal, this Stipulation shall be of no further force and effect, and, in such event, neither this Stipulation nor any negotiations and writings in connection with this Stipulation shall in any way be construed as or be deemed to be evidence of or an admission on behalf of any Party hereto regarding any claim, interest or right that such Party may have against any other party hereto.

7. Non-Severability. The provisions of this Stipulation are mutually interdependent, indivisible and non-severable.

8. Entire Agreement. This Stipulation constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, written and oral, between the Parties with respect to the subject matter hereof. This Stipulation may not be modified or amended except by a writing signed by all of the Parties. All representations, warranties, promises, inducements or statements of intention made by the Parties hereto are

embodied in this Stipulation, and no Party hereto shall be bound by, or liable for, any alleged representation, warranty, inducement or statement of intention that is not expressly embodied herein. The Parties represent and warrant that this Stipulation discloses all of the terms of the Parties' agreement with respect to the Claims and the matters related thereto.

9. Effective Date. This Stipulation may be executed in one or more counterparts and by facsimile, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to all Parties, and the Bankruptcy Court has entered the Stipulation on the docket of the Bankruptcy Court.

10. Retention of Jurisdiction. The Bankruptcy Court shall retain exclusive jurisdiction to interpret, implement and enforce the provisions of this Stipulation, and the Parties hereby consent to exclusive jurisdiction of the Bankruptcy Court with respect thereto. The Parties waive arguments of lack of personal jurisdiction or *forum non-conveniens* with respect to the Bankruptcy Court.

IN WITNESS WHEREOF, the Parties have executed this
Stipulation on June 17, 2005.

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So Ordered on July 11, 2005

/s/ Robert D. Drain
ROBERT D. DRAIN,
UNITED STATES BANKRUPTCY JUDGE