

Presentment Date: February 20, 2006 at 12:00 noon  
Objection Deadline: February 17, 2006 at 4:00 p.m.

Dennis F. Dunne (DD 7543)  
Susheel Kirpalani (SK 8926)  
Lena Mandel (LM 3769)  
MILBANK, TWEED, HADLEY & M<sup>c</sup>CLOY LLP  
1 Chase Manhattan Plaza  
New York, New York 10005  
(212) 530-5000

Attorneys for RCN Corporation, et al.,  
Reorganized Debtors

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

-----X  
In re: : Chapter 11  
: : Case No. 04-13638 (RDD)  
RCN CORPORATION, et al., : : Jointly Administered  
: :  
Reorganized Debtors. : :  
-----X

**NOTICE OF PRESENTMENT OF STIPULATION AND  
CONSENT ORDER AMONG RCN CORPORATION, RCN  
TELECOM SERVICES, INC. AND NICOLE ROBINSON**

PLEASE TAKE NOTICE that on February 20, 2006, the undersigned, on behalf of RCN Corporation and RCN Telecom Services, Inc. (collectively, "RCN"), reorganized debtors and debtors-in-possession in the above-captioned case, will present the attached Stipulation and Consent Order Among RCN Corporation, RCN Telecom Services, Inc. and Nicole Robinson (the "Stipulation") to the Honorable Robert D. Drain, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10004 for signature.

PLEASE TAKE FURTHER NOTICE that unless a written objection to the Stipulation, with proof of service, is filed with the Clerk of the Bankruptcy Court, with a courtesy copy delivered to (i) the Bankruptcy Judge's chambers, (ii) the Office of the United States Trustee,

Attn: Paul K. Schwartzberg, 33 Whitehall Street, 21<sup>st</sup> Floor, New York, New York 10004, and (iii) the undersigned counsel for RCN, in all cases so as to be received no later than 5:00 p.m. on February 17, 2006, there will not be a hearing and the Stipulation may be signed upon presentment to the Bankruptcy Judge.

PLEASE TAKE FURTHER NOTICE that if a written objection is timely filed, a hearing will be held in the United States Bankruptcy Court for the Southern District of New York on February 22, 2006 at 10:00 a.m. (EDT), or as soon thereafter as counsel may be heard. The moving and objecting parties are required to attend the hearing, and failure to appear may result in relief being granted or denied upon default.

DATED: New York, New York  
February 8, 2005

**MILBANK, TWEED, HADLEY & M<sup>c</sup>CLOY LLP**

By: /s/ Lena Mandel  
Dennis F. Dunne (DD 7543)  
Susheel Kirpalani (SK 8926)  
Lena Mandel (LM 3769)  
1 Chase Manhattan Plaza  
New York, New York 10005  
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 Lena Mandel (LM 3769)  
 MILBANK, TWEED, HADLEY & M<sup>c</sup>CLOY LLP  
 1 Chase Manhattan Plaza  
 New York, New York 10005-1413  
 (212) 530-5000

Attorneys for RCN Corporation, et al.,  
 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, <u>et al.</u> ,	:	Jointly Administered
	:	
Reorganized Debtors.	:	
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**STIPULATION AND CONSENT ORDER AMONG  
 RCN CORPORATION, RCN TELECOM SERVICES, INC.  
AND NICOLE ROBINSON**

This Stipulation and Consent Order (the "Stipulation") is entered into by and between RCN Corporation, one of the reorganized debtors in the above-captioned cases ("RCN"), RCN Telecom Services, Inc. one of RCN's non-debtor-subsidiaries ("RCN Telecom"), and Nicole Robinson ("Robinson" and, together with RCN and RCN Telecom, the "Parties").

**WHEREAS**, on May 27, 2004 (the "Petition Date"), RCN and certain of its subsidiaries filed voluntary petitions 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; and

**WHEREAS**, prior to the Petition Date, Robinson commenced an action against RCN in the United States District Court for the Middle District of Pennsylvania (the "Pennsylvania Action"), in which Robinson alleged violations of the Americans with Disabilities

Act, the Family Medical Leave Act of 1993, and Pennsylvania Human Relations Act and sought unliquidated damages, as well as other legal and equitable relief; and

**WHEREAS**, the Pennsylvania Action is still pending, and no automatic stay is currently in effect; and

**WHEREAS**, Robinson has asserted that RCN and RCN Telecom are or may also be liable to her for the alleged causes of action asserted in the Pennsylvania Action; and

**WHEREAS**, Robinson timely filed a proof of claim against RCN ("Claim No. 731") in the amount of \$100,000 on account of the claims underlying the Pennsylvania Action;

**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

**WHEREAS**, RCN and RCN Telecom warrant that they are legally able to enter into said Stipulation and this Stipulation does not violate any provision of the Plan; and

**WHEREAS**, RCN AND RCN Telecom warrant that Robinson will be issued the stock designated and traded on the Nasdaq national market with the ticker symbol "RCNI" (hereinafter referred to as "RCNI"); and

**WHEREAS**, in an effort to avoid expenses and delay of litigation, the Parties are desirous of resolving the issues between them and have agreed to enter into this Stipulation, subject to approval of the Court.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth in this Stipulation, and for other good and valuable consideration, it is agreed by and between the Parties as follows:

1. Claim No. 731. As of the date (the “Effective Date”) this Stipulation is so-ordered and entered on the docket of this Court, and thereafter a copy of said Order filed on the same day with the Middle District of Pennsylvania, Docket No. 3:03-cv-02065, Claim No. 731 shall be deemed allowed as a general unsecured claim in an amount sufficient to receive (the “Stock Distribution”) \$62,500 in actual fair market value of RCNI Stock.

2. Plan Treatment. Claim No. 731 shall be classified as a Class 5 Claim under the Plan, entitled, in accordance with the provisions of the Plan, in its full and final satisfaction, to receive the Stock Distribution, which is in good, valid order, and, subject to the provisions of paragraph 4 below, shall not be entitled to any other distributions from RCN’s estate or from reorganized RCN or any of its affiliates.

3. Stock Distribution. On the Distribution Date (as defined below), in full and final satisfaction of Claim No. 731, RCN shall distribute electronically, to the account designated as Nicole Robinson and Cynthia L. Pollick, JTEN, #4710-4070, at Linsco/Private Ledger, 620 Baltimore Drive, Wilkes-Barre, Pennsylvania, 18702, Broker April Piccotti, (570) 826-1801, DTC 0075, the number of shares of RCNI Stock with an actual fair market value of \$62,500, based on the closing price per share on the next business day following the Effective Date (the “Valuation Date”). The Distribution Date shall be the date that is four (4) business days following the Effective Date. Notwithstanding anything in the Plan to the contrary, Robinson shall not be entitled to any further distributions of RCNI Stock on account of Claim No. 731 or the Pennsylvania Action.

4. RCN Telecom’s Limited Guaranty. In the event that, on the Distribution Date, the closing price of the RCNI Stock is lower than the closing price per share on the Valuation Date (such difference, per each share, the “Price Differential”), then RCN Telecom

shall remit to Robinson a check in the amount of the product of the Price Differential and the number of shares of the RCNI Stock distributed to Robinson on the Distribution Date (such product, the “Guaranty”). Any changes to the price of the RCNI Stock occurring after the Distribution Date shall have no effect on either the Price Differential or the Guaranty. The Guaranty check shall be made payable to Nicole Robinson and Cynthia Pollick, Esquire, and shall be delivered to the offices of Cynthia Pollick, Esquire, 126 S. Main Street, Suite 201, Pittston, PA 18640 within fourteen (14) days following the Distribution Date (hereinafter referred to as “Guaranty Payout Date”).

5. Pennsylvania Action. On or as soon as practicable after the Guaranty Payout Date, Robinson shall cause the Pennsylvania Action to be marked as settled and dismissed with prejudice.

6. No Admission of Liability. Neither this Stipulation nor the allowance of Claim No. 731 shall in any way represent admission of liability with respect to any allegations asserted by Robinson in the Pennsylvania Action or otherwise.

7. Release and Waiver. Upon the passage of the Guaranty Payout Date, Robinson shall be deemed to have released RCN, RCN Telecom and all of their subsidiaries, affiliates, present and former directors, officers, shareholders, agents, representatives, employees, successors and assigns (collectively, the “Released Parties”), to the fullest extent allowable by law, from all claims, charges, causes of action, and damages existing from the beginning of time to the Effective Date (collectively “Claims”), whether in connection with the Pennsylvania Action, Claim No. 731, or otherwise, and to have waived any and all right to proceed on such released Claims against the Released Parties at law or in equity in any forum, other than to enforce the terms of this Stipulation.

This Release and Waiver includes without limitation and only by way of example: any Claims which have been made or which could have been made in the Pennsylvania Action or in the charge Robinson filed with the United States Equal Employment Opportunity Commission, Charge Number 17FA200604 or in the Complaint Robinson filed with the Pennsylvania Human Relations Commission, Case No. E-101182-H; any Claims arising under Title VII of the Civil Rights Acts of 1964 and 1991, 42 U.S.C. §2000e *et seq.*, the Age Discrimination in Employment Act, 29 U.S.C. §621 *et seq.*, the Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.*, the Employee Retirement Income Security Act, 29 U.S.C. §1001 *et seq.*, the Family and Medical Leave Act, 29 U.S.C. §2601 *et seq.*, and all other state or local analogues of such laws; and any Claims arising under the common law relating to defamation, intentional infliction of emotional distress, wrongful discharge, or any other tort or breach of contract.

8. Waiver of Future Employment. Robinson agrees not to seek employment from RCN or any of its known subsidiaries or known affiliates at any time in the future, and Robinson further agrees that any application for employment or re-employment shall immediately be deemed null and void and RCN shall neither consider nor act upon it. RCN and RCN Telecom further agree to remove any notations in her employment records denoting that she was involuntarily terminated. RCN and RCN Telecom further agree that should they receive any reference check inquiry regarding Robinson's employment, they will provide only her job title, dates of employment and salary; provided, however, that the reference check inquiry must be directed to RCN Telecom's Human Resources Manager.

9. Acknowledgments by Robinson. Robinson acknowledges that: (i) the distribution and any monies she is to receive under this Stipulation, as set forth in paragraphs 3

and 4 hereof, is a complete and final settlement, and that it is all that Robinson is to receive for all Claims that she might have or could claim for wages, benefits, expenses, damages, and any other payment, including attorneys' fees stemming from the Pennsylvania Action or Claim No. 731; and (ii) she has read this Agreement carefully, had adequate time to consider this Agreement and has consulted with and been advised by her counsel and anyone else she deemed appropriate as to the contents and effect of this Agreement, including the release.

10. Authority and Representations. The Parties represent and warrant to each other 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.

11. 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 this Court.

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

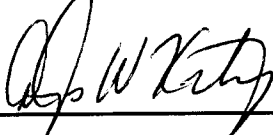
13. Effectiveness. This Stipulation may be executed in one or more counterparts and by facsimile, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to all Parties, and the Court has "so ordered" and entered the Stipulation on its docket.



14. Jurisdiction. Due to the fact that Robinson is a Pennsylvania resident and that is where the action is pending, the parties agree that the Middle District of Pennsylvania shall have exclusive jurisdiction to interpret and enforce the provisions of this Stipulation.

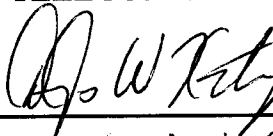
IN WITNESS WHEREOF, the Parties have executed this Stipulation on February  
L, 2006.

**RCN CORPORATION**

By: 

Title: Asst. Gen'l Counsel; Asst. Corp Sec.

**RCN TELECOM SERVICES, INC.**

By: 

Title: Asst. Gen'l Counsel; Asst Corp Sec.

**Nicole Robinson**



So Ordered on \_\_\_\_\_, 2006

\_\_\_\_\_  
ROBERT D. DRAIN,  
UNITED STATES BANKRUPTCY JUDGE