

Petition Date, in accordance with the Application as modified herein and this final order, and APS is authorized to perform the services described therein.

3. APS shall be compensated in accordance with the Application, except that all references to the "Contingent Success Fee" in the engagement letter and the Application shall be deemed stricken without prejudice to APS's right request a success or similar fee as contemplated in paragraph 4 below and subject to the terms of this order. APS's compensation shall be subject to applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules for the Southern District of New York, guidelines established by this Court, the United States Trustee Fee Guidelines, and the orders of this Court, except that APS will not be required to file time records in accordance with the United States Trustee Guidelines. APS shall comply with the Administrative Order under 11 U.S.C. Sections 105 and 331 Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals dated June 22, 2004 (the "Fee Order") provided, however, that in its monthly fee statements and interim and final fee applications filed with this Court, APS shall present descriptions of those services provided on behalf of the Debtors, the approximate time expended in providing those services and the individuals who provided professional services on behalf of the Debtors.

4. Subject to the terms of this order, APS shall have the right to request a success or similar fee in its final fee application after notice to all the parties in interest and upon hearing before this Court. There shall be no presumptions created by this order to either grant or deny such request, and all objections of the United States Trustee and all parties in interest are preserved until such time.

5. APS shall not be entitled to seek or receive a success or similar fee to the extent it is terminated for actions constituting gross negligence or willful misconduct.

6. A success or similar fee, if awarded, shall not be deemed earned until the occurrence of the substantial consummation of a plan or plans of reorganization, as the case may be, for each of the Debtors.

7. APS shall not be entitled to seek or receive a success or similar fee in the event (i) any entity or entities individually or collectively constituting 50% or more of the subscribers of the United States businesses of RCN Corporation and its direct and indirect subsidiaries (including for this purpose, its joint venture affiliates) shall be liquidated, other than in a sale or sales as a going concern, (ii) the voluntary chapter 11 case or cases of any entity or entities individually or collectively constituting 50% or more of the subscribers of the United States businesses of RCN Corporation and its direct and indirect subsidiaries (including for this purpose, its joint venture affiliates) shall be dismissed without the consent of the Committee, (iii) a chapter 11 trustee with plenary powers, a responsible officer or an examiner with enlarged powers relating to the operation of the businesses of the Debtors (powers beyond those set forth in Sections 1106(a)(3) and (4) of the Bankruptcy Code) shall be appointed, or (iv) the chapter 11 case of any entity or entities individually or collectively constituting 50% or more of the subscribers of the United States businesses of RCN Corporation and its direct and indirect subsidiaries (including for this purpose, its joint venture affiliates) shall be converted to a case or cases under chapter 7 of the Bankruptcy Code.

8. All requests of Mr. Dubel for payment of indemnity pursuant to any indemnification agreement provided by the Debtors shall be made by means of an application (interim or final as the case may be) and shall be subject to review by the Court to ensure that

payment of such indemnity conforms to the terms of the such indemnification agreement and is reasonable based upon the circumstances of the litigation or settlement in respect of which indemnity is sought; provided, however, that in no event shall Mr. Dubel be indemnified in the case of his own bad-faith, self-dealing, breach of fiduciary duty (if any), gross negligence or willful misconduct.

9. In no event shall Mr. Dubel be indemnified if the Debtors or a representative of the Debtors' estates, asserts a claim for, and a court determines by final order that such claim arose out of, Mr. Dubel's own bad-faith, self-dealing, breach of fiduciary duty (if any), gross negligence or willful misconduct.

10. In the event that Mr. Dubel seeks reimbursement for attorneys' fees from the Debtors pursuant to such indemnification agreement, the invoices and supporting time records from such attorneys shall be included in Mr. Dubel's own applications (both interim and final) and such invoices and time records shall be subject to the United States Trustee's guidelines for compensation and reimbursement of expenses and the approval of this Court under the standards of Bankruptcy Code sections 330 and 331 without regard to whether such attorney has been retained under Bankruptcy Code section 327 and without regard to whether such attorneys' services satisfy Bankruptcy Code section 330(a)(3)(C).

11. The requirement of Local Bankr. R. 9013-1(b) that any motion filed shall be accompanied by a separate memorandum of law is satisfied by the Application.

Dated: New York, New York
July 30, 2004

/s/Robert D. Drain
UNITED STATES BANKRUPTCY JUDGE