

**FINANCIAL BALLOTING GROUP LLC
757 THIRD AVENUE, 3RD FLOOR
NEW YORK, NY 10017**

August 20, 2004

RCN Corporation

AGREEMENT

This Agreement sets forth the terms and conditions under which Financial Balloting Group LLC ("FBG") will serve as balloting agent for the public securities of RCN Corporation ("RCN") and, if requested, for other creditors.

Assumptions

For the purpose of this Agreement we are making the following assumptions about the security holders entitled to vote on the plan or receive notice materials:

- Five issues of publicly traded debt securities;
- Two issues of publicly traded common stock; and
- Two issues of closely held preferred stock.

Balloting and Tabulation Services

As balloting agent, in addition to handling the mailing of plan documents to holders of securities, we will take calls from any holder who may have questions about the plan, and conduct the tabulation of votes. A more detailed breakdown of the elements we would handle as voting and information agent follows:

1. Provide advice to the company and its counsel regarding all aspects of the plan vote, including timing issues, voting and tabulation procedures, and documents needed for the vote.
2. Review the voting portions of the disclosure statement and ballots, particularly as they may relate to beneficial owners of securities held in Street name.
3. Work with the company to request appropriate information from the trustee(s) of the bonds, the transfer agent(s) of the common and preferred stock, and The Depository Trust Company.
4. Mail appropriate documents to the registered record holders of bonds and stock, and any additional parties, if requested.

5. Coordinate the distribution of voting and non-voting documents to Street name holders of securities by forwarding the appropriate documents to the banks and brokerage firms holding the securities (or their agent), who in turn will forward it to beneficial owners for voting.
6. Distribute copies of the master ballots to the appropriate nominees so that firms may cast votes on behalf of beneficial owners.
7. Prepare a certificate of service for filing with the court.
8. Handle requests for documents from parties in interest, including brokerage firm and bank back-offices and institutional holders.
9. Respond to telephone inquiries from security holders regarding the disclosure statement and the voting procedures. FBG will restrict its answers to the information contained in the plan documents. We will seek assistance from the company or their counsel on any questions that fall outside of the voting documents.
10. If requested to do so, FBG will make telephone calls to confirm receipt of plan documents and respond to questions about the voting procedures.
11. If requested to do so, we will assist with an effort to identify beneficial owners of the bonds.
12. Receive and examine all ballots and master ballots cast by bond holders and stock holder (and any other parties we are requested to solicit). FBG will date- and time-stamp the originals of all such ballots and master ballots upon receipt.
13. Tabulate all ballots and master ballots received prior to the voting deadline in accordance with established procedures, and prepare a vote certification for filing with the court.
14. Undertake such other duties as may be agreed upon by RCN and FBG.

Pricing for Balloting and Tabulation

For the above mentioned services, RCN agree to pay FBG on the following basis:

1. A project fee of \$15,000, plus \$3,000 for each issue (i.e., each cusip number or ISIN number) of public securities entitled to vote on the Plan, and \$1,500 to \$3,000 (depending upon the number of holders in Street name) for each issue of public securities not entitled to vote on the Plan but entitled to receive notice. This fee category covers the coordination with all brokerage firms, banks, institutions and other interested parties, including the distribution of voting materials, as described in the attached overview. This assumes one distribution of materials, which will be directed to the firms' proxy departments, and no extensions of the voting deadline.
2. For the mailing to creditors and record holders of securities, we would estimate labor charges at \$1.75 - \$2.25 per package, with a minimum of \$500, depending on the complexity of the mailing. The charge indicated assumes the package would include the disclosure statement, a ballot, a return envelope, and one other document. It also assumes that a window envelope will be used for the mailing, and will therefore not require a matched mailing.
3. A minimum charge of \$4,000 to take up to 500 telephone calls from creditors and security holders within a 30-day solicitation period. If more than 500 calls are received within the period, those additional calls will be charged at \$8.00 per call. Any calls to creditors or security holders will be charged at \$8.00 per call.
4. A charge of \$100 per hour for the tabulation of ballots and master ballots, plus set up charges of \$1,000 for each tabulation element (e.g., each security). Standard hourly rates (as enumerated below) will apply for any time spent by senior executives reviewing and certifying the tabulation and dealing with special issues that may develop.
5. We will bill for consulting hours at our then applicable standard hourly rates. Listed below are our current standard hourly rates. Consulting services by FBG would include the review and development of materials, including the disclosure statement, plan, ballots, and master ballots; participation in telephone conferences, strategy meetings or the development of strategy relative to the project; efforts related to special balloting procedures, including issues that may arise during the balloting or tabulation process; computer programming or other project-related data processing services; visits to cities outside of New York for client meetings or legal or other matters; efforts related to the preparation of testimony and attendance at court hearings; and the preparation of affidavits, certifications, fee applications (if required by the court), invoices, and reports.

Hourly rates:

Co-Chairman	\$450 per hour
Managing Director	\$400 per hour
Practice Director/Executive Director	\$375 per hour
Director	\$325 per hour
Account Executive	\$275 per hour
Staff Assistant	\$200 per hour

6. Out-of-pocket Expenses: All out-of-pocket expenses relating to any work undertaken by FBG will be charged separately, and will include such items as travel costs, postage, messengers and couriers, etc., expenses incurred by FBG in obtaining or converting depository participant, creditor, shareholder and/or lists of Non-Objecting Beneficial Owners; and appropriate charges for supplies, in-house photocopying, telephone usage, etc.

Notice Mailings

Apart from the mailing of voting materials, notices may need to be forwarded to security holders at other times. FBG would receive printed copies of the notice (or print them) and work with the company to request appropriate information to ensure that the mailing can be done correctly. Mailings are completed as quickly and efficiently as possible. A certificate of service would be prepared for filing with the court.

Notice mailings to registered holders of securities are straightforward, because their identities are known and notices can be sent directly to them. The mailing process is more complex for security holders in street name, because the notices need to be forwarded to beneficial owners of securities by the brokers or banks holding the securities, or their agent. We will coordinate with the firms in question and deliver the appropriate documents to them with instructions for mailing the notices to beneficial owners.

Pricing for Notice Mailings

Mailings to Registered Holders of Securities:

Mailings to any registered record holders of the debt or equity securities (and to other creditors, if requested) would be charged at \$0.50 - \$0.65 per holder, for up to two paper notices included in the same envelope, with a \$250 minimum. This assumes that labels and/or electronic data for these holders would be provided by the transfer agent or other party maintaining the records.

Mailings to Holders of Public Securities in "Street" name:

RCN agrees to pay FBG a fee of \$7,500 to \$10,000 (depending upon the number of holders in Street name) for a notice mailing to the Street name holders of debt and equity securities.

Out of Pocket Expenses

All out-of-pocket expenses relating to any work undertaken by FBG will be charged separately, and will include such items as travel costs, postage, messengers and couriers, etc., expenses incurred by FBG in obtaining or converting depository participant, creditor, shareholder and/or lists of Non-Objecting Beneficial Owners; and appropriate charges for supplies, in-house photocopying, telephone usage, etc.

Governing Law

This Agreement shall be governed by the laws of the State of New York, without regard to the principles of conflicts of laws. RCN represents to FBG that it will comply with, and FBG represents to RCN that it will comply with, applicable requirements of law relating to the performance of services under this Agreement.

Indemnity

RCN agree to indemnify and hold FBG harmless against any loss, damage, expense (including, without limitation, legal and other related fees and expenses), liability or claim arising out of FBG's fulfillment of the Agreement (except for any loss, damage, expense, liability or claim resulting out of FBG's own negligence or misconduct). At its election, RCN may assume the defense of any such action. FBG hereby agrees to advise RCN of any such liability or claim promptly after receipt of the notice thereof; provided however, that FBG's right to indemnification hereunder shall not be limited by its failure to promptly advise RCN of any such liability or claim, except to the extent that RCN is prejudiced by such failure. The indemnification contained in this paragraph will survive the term of the Agreement.

Confidentiality

FBG agrees to preserve the confidentiality of all non-public information provided by RCN or its agents for its use in providing services under this Agreement, or information developed by FBG based upon such non-public information.

If the above is agreed to by you, please sign and return the enclosed duplicate of this Agreement to Financial Balloting Group LLC, Attention: Jane Sullivan, 757 Third Avenue, 3rd Floor, New York, NY, 10017.

ACCEPTED:

RCN CORPORATION

FINANCIAL BALLOTING GROUP LLC

By: _____

By: Jane Sullivan _____

Jane Sullivan
Executive Director

Title: _____

Date _____