

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
Four Times Square  
New York, New York 10036-6522  
(212) 735-3000  
D. J. Baker (DB 0085)  
(Member of the Firm)  
Frederick D. Morris (FM 6564)

Attorneys for RCN Corporation, et al.,  
Debtors and Debtors-in-Possession

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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

Adriana G. Salazar declares as follows:

On September 22, 2004, I caused true copies of the following documents,  
attached hereto as Exhibit A, to be served via first-class mail, postage prepaid on the parties attached  
hereto as Exhibit B, unless otherwise noted:

- Notice of Debtors' Application for An Order Under 11 U.S.C. §§ 327(e) And 329, And Fed. R. Bankr. P. 2014 And 2016 Authorizing The Retention Of Kasowitz, Benson, Torres & Friedman LLP As Special Conflicts Counsel To The Debtors.

- Debtors' Application for An Order Under 11 U.S.C. §§ 327(e) And 329, And Fed. R. Bankr. P. 2014 And 2016 Authorizing The Retention Of Kasowitz, Benson, Torres & Friedman LLP As Special Conflicts Counsel To The Debtors.
- Order Under 11 U.S.C. §§ 327(e) And 329, And Fed. R. Bankr. P. 2014 And 2016 Authorizing The Retention Of Kasowitz, Benson, Torres & Friedman LLP As Special Conflicts Counsel To The Debtors.
- Declaration Of Aaron H. Marks In Support Of The Debtors' Application For An Order Under 11 U.S.C. §§ 327(e) And 329, And Fed. R. Bankr. P. 2014 And 2016 Authorizing The Retention Of Kasowitz, Benson, Torres & Friedman LLP As Special Conflicts Counsel To The Debtors.

I declare under the penalty of perjury that the foregoing is true and correct.

Executed in: New York, New York  
On: September 24, 2004

/s/ Adriana G. Salazar  
Adriana G. Salazar

/s/ William G. Packard III  
Notary Public

**EXHIBIT A**

Objection Deadline: October 7, 2004 at 4:00 p.m.

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
Four Times Square  
New York, New York 10036-6522  
(212) 735-3000  
D. J. Baker (DB 0085)  
(A Member of the Firm)  
Frederick D. Morris (FM 6564)

Attorneys for Debtors and Debtors-in-Possession

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re	:	Chapter 11
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RCN CORPORATION, <u>et al.</u> ,	:	Case No. 04-13638 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
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**NOTICE OF DEBTORS' APPLICATION FOR AN ORDER UNDER 11 U.S.C. §§ 327(e), 328 AND 329, AND FED. R. BANKR. P. 2014 AND 2016 AUTHORIZING THE RETENTION OF KASOWITZ, BENSON, TORRES & FRIEDMAN LLP AS SPECIAL CONFLICTS COUNSEL TO THE DEBTORS**

PLEASE TAKE NOTICE that on September 22, 2004, RCN Corporation ("RCN") and certain of its subsidiaries, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), filed the Debtors' Application for an Order under 11 U.S.C. §§ 327(e), 328 and 329 and Fed. R. Bankr. P. 2014 and

2016 Authorizing the Retention of Kasowitz, Benson, Torres & Friedman LLP ("KBT&F") as Special Conflicts Counsel to the Debtors (the "Application").

PLEASE TAKE FURTHER NOTICE that if timely written objections are filed, served and received in accordance with this notice, the court will set a hearing date to determine whether to approve the retention of KBT&F on the terms described in the Application (the "Hearing").

PLEASE TAKE FURTHER NOTICE that if no written objections to KBT&F's retention are timely filed, served and received, the proposed order filed with the Application will be submitted for signature to the Honorable Robert D. Drain, United States Bankruptcy Judge for the Southern District of New York, Alexander Hamilton Customs House, One Bowling Green, New York, NY 10004-1408 on October 8, 2004.

PLEASE TAKE FURTHER NOTICE that objections to the Application, if any, must be in writing, must conform to the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules for the Southern District of New York, and must be (i) filed with the Bankruptcy Court in accordance with General Order M-242 (as amended) – registered users of the Bankruptcy Court's case filing system must file electronically, and all other parties in interest must file on a 3.5 inch disk (preferably in Portable Document Format (PDF)), WordPerfect or any other Windows-based word processing format); submitted in hard-copy form directly to the

chambers of the Honorable Robert D. Drain, United States Bankruptcy Judge; and served upon (i) RCN Corporation, 105 Carnegie Center, Princeton, NJ 08540, Attention: General Counsel; (ii) Skadden, Arps, Slate, Meagher & Flom LLP, counsel to the Debtors, 4 Times Square, New York, NY, 10036-6522, Attention: D. Jan Baker, Esq. and Frederick D. Morris, Esq.; (iii) Kasowitz, Benson, Torres & Friedman LLP, 1633 Broadway, New York, NY 10019, Attention: Aaron H. Marks, Esq.; (iv) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, 21st floor, New York, NY 10004, Attention: Paul K. Schwartzberg, Esq.; (v) Milbank, Tweed, Hadley & McCloy, counsel to the Official Committee of Unsecured Creditors, 1 Chase Manhattan Plaza, New York, NY 10005, Attention: Dennis Dunne, Esq. and Deirdre Sullivan, Esq.; (vi) counsel to any other statutory committee(s) appointed in these cases; (vii) Simpson Thacher & Bartlett, counsel to the agent for the Debtors' prepetition credit facility, 425 Lexington Avenue, New York, NY 10017-3954, Attention: Peter V. Pantaleo, Esq.; and (viii) Kelley, Drye & Warren LLP, counsel to the indenture trustee for the Debtors' outstanding debt securities, 101 Park Avenue, New York, NY 10178, Attention: David E. Retter, Esq. and Debra SuDock, Esq., in each case so as to be **received** no later than 4:00 p.m. Eastern time on **October 7, 2004** (the "Objection Deadline").

PLEASE TAKE FURTHER NOTICE that only those objections made in writing and timely filed and received by the Objection Deadline will be considered by the Bankruptcy Court at the Hearing, and that if no objections to the Application are timely filed and served in accordance with the procedures set forth herein, the Bankruptcy Court may enter an order granting the Application **without further notice.**

Dated: New York, New York  
September 22, 2004

SKADDEN, ARPS, SLATE, MEAGHER  
& FLOM LLP

/s/ D. J. Baker

D. J. Baker (DB 0085)  
(A Member of the Firm)  
Frederick D. Morris (FM 6564)  
Four Times Square  
New York, New York 10036-6522  
(212) 735-3000

Attorneys for Debtors and  
Debtors-in-Possession

Objection Deadline: October 7, 2004 at 4:00 p.m.

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
Four Times Square  
New York, New York 10036-6522  
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Attorneys for Debtors and Debtors-in-Possession

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re	:	Chapter 11
	:	
RCN CORPORATION, <u>et al.</u> ,	:	Case No. 04-13638 (RDD)
	:	
Debtors.	:	(Jointly Administered)
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**DEBTORS' APPLICATION FOR AN ORDER UNDER 11 U.S.C. §§ 327(e), 328 AND 329, AND FED. R. BANKR. P. 2014 AND 2016 AUTHORIZING THE RETENTION OF KASOWITZ, BENSON, TORRES & FRIEDMAN LLP AS SPECIAL CONFLICTS COUNSEL TO THE DEBTORS**

RCN Corporation ("RCN") and certain of its direct and indirect subsidiaries, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), hereby apply for entry of an order under 11 U.S.C. §§ 327(e), 328 and 329 and Fed. R. Bankr. P. 2014 and 2016 authorizing the retention of Kasowitz, Benson, Torres & Friedman LLP ("KBT&F"), effective as of September 15, 2004, as



special conflicts counsel to the Debtors. In support of this application, the Debtors rely, inter alia, on the Declaration of Aaron H. Marks in Support of the Debtors' Application for an Order Under 11 U.S.C. §§ 327(e), 328 and 329 and Fed. R. Bankr. P. 2014 and 2016 Authorizing the Retention of Kasowitz, Benson, Torres & Friedman LLP as Special Conflicts Counsel to the Debtors (the "Marks Declaration").<sup>1</sup> In further support of this application, the Debtors respectfully represent as follows:

### **BACKGROUND**

1. On May 27, 2004 (the "Petition Date"), RCN, TEC Air, Inc., RLH Property Corporation, RCN Finance, LLC and Hot Spots Productions, Inc., the debtors and debtors-in-possession in case number 04-13638 (RDD) (collectively, the "Initial Debtors"), filed voluntary petitions in this Court for reorganization relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). On August 5, 2004, RCN Cable TV of Chicago, Inc., the debtor and debtor-in-possession in case number 04-15120 (RDD), filed a voluntary petition in this Court for reorganization relief under the Bankruptcy Code. On August 20, 2004, 21st Century Telecom Services, Inc., RCN Telecom Services of Virginia, Inc., RCN Entertainment, Inc. and ON TV, Inc. (collectively with RCN Cable TV of Chicago, Inc., the "Affiliate Debtors"), the debtors and debtors-in-possession in case numbers

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<sup>1</sup> The Debtors incorporate by reference the facts set forth in the Marks Declaration.

04-15505 (RDD) through 04-15508 (RDD), filed voluntary petitions in this Court for reorganization relief under the Bankruptcy Code. The bankruptcy cases of the Initial Debtors and the Affiliate Debtors are jointly administered under case number 04-13638 (RDD). The Debtors continue to manage and operate their businesses as debtors-in-possession pursuant to Bankruptcy Code sections 1107 and 1108.

2. On June 10, 2004 the Official Committee of Unsecured Creditors (the "Creditors' Committee") was appointed by the United States Trustee for the Southern District of New York (the "United States Trustee") for the Initial Debtors. No trustee, examiner or official committee has been appointed in the Affiliate Debtors' chapter 11 cases.

3. The Court has jurisdiction over this matter under 28 U.S.C. §§ 157 and 1334. Venue is proper under 28 U.S.C. §§ 1408 and 1409. This is a core proceeding under 28 U.S.C. § 157(b)(2).

4. The statutory predicates for the relief requested herein are Bankruptcy Code sections 327(e), 328, 329 and Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

### **RELIEF REQUESTED**

5. By this Application, the Debtors seek to retain KBT&F, as of September 15, 2004, as special conflicts counsel in these chapter 11 cases, pursuant to the terms and provisions of the Engagement Letter (as defined in the Marks Declaration),

this application, the Marks Declaration, and the proposed order submitted herewith. Accordingly, the Debtors respectfully request entry of an order under Bankruptcy Code sections 327(e), 328 and 329, authorizing them to retain KBT&F as the Debtors' special conflicts counsel to perform services that will be necessary during these cases, as more fully described herein.

6. The Debtors propose to have KBT&F provide legal representation on any matter that would ordinarily be handled by Skadden, Arps, as the Debtors' primary bankruptcy counsel, but with respect to which Skadden, Arps cannot provide representation because of a conflict, adverse interest, or other connection between Skadden, Arps and such matter. Additionally, KBT&F in particular is being retained in connection with a significant claim asserted against the estates as to which KBT&F has particular expertise.

#### **BASIS FOR RELIEF**

7. Pursuant to the Engagement Letter, the Debtors wish to engage KBT&F as special conflicts counsel to the Debtors. The terms of employment and compensation set forth in the Engagement Letter and below are consistent with employment and compensation arrangements typically entered into by KBT&F and other firms for the performance of similar services.

8. KBT&F is a law firm of more than 160 attorneys, which maintains its principal offices at 1633 Broadway, New York, New York 10019 with offices also in

San Francisco, California, Houston, Texas, Atlanta, Georgia, and Newark, New Jersey. The Debtors believe KBT&F is well-qualified to serve as their special conflicts counsel in these cases. KBT&F has been actively involved in numerous major chapter 11 cases, including in connection with litigation of the sort contemplated herein.

9. The Debtors submit that the retention of KBT&F on the terms described in the Engagement Letter and herein is necessary and appropriate under sections 327(e), 328 and 329 of the Bankruptcy Code. With the Court's approval, a debtor-in-possession has the power to employ attorneys as special counsel pursuant to section 327(e) of the Bankruptcy Code, which provides:

The [debtor], with the Court's approval, may employ, for a specified special purpose, other than to represent the [debtor] in conducting the case, an attorney that has represented the [debtor], if in the best interest of the estate, and if such attorney does not represent or hold any interest adverse to the debtors or the estate with respect to the matter on which such attorney is to be employed.

11 U.S.C. § 327(e). See, e.g., DeVlieg-Bullard, Inc. v. Natale, 174 B.R. 497 (N.D. Ill. 1994); Meespierson Inc. v. Strategic Telecom, Inc., 202 B.R. 845, 847-48 (Bankr. D. Del. 1996); In re Leisure Dynamics, 32 B.R. 753, 754 n.2 (Bankr. D. Minn. 1983), aff'd, 33 B.R. 121 (D. Minn. 1983) (noting that court had approved debtor's retention of corporate counsel under section 327(e)).

10. Simply put, section 327(e) authorizes the retention of an attorney as special counsel, provided that: (a) such retention is for a special purpose; (b) the purpose of the retention is not to conduct the cases; (c) the retention is in the best interests of the estates; and (d) the attorney does not hold any interest adverse to the debtor respecting the subject of its retention. As detailed below, the Debtors' proposed retention of KBT&F as special conflicts counsel falls squarely within the scope of and purpose for which Congress enacted section 327(e).

#### **SPECIAL PURPOSE**

11. KBT&F's proposed retention pursuant to section 327(e) of the Bankruptcy Code is for the limited purpose of representing the Debtors in matters where Skadden Arps, the Debtors' primary bankruptcy counsel, would be unable to provide such representation due to any conflict, adverse interest or other connection, including the claims litigation referenced above. The Debtors expect that KBT&F will provide only such representation to the Debtors, and that otherwise Skadden, Arps and other professionals will represent the Debtors with respect to all other aspects of these chapter 11 cases.

#### **CONDUCT OF THE CASES**

12. KBT&F's proposed retention is for the discrete matters referenced above, and KBT&F will not be rendering services typically performed by a debtor's bankruptcy counsel. Among other things, KBT&F ordinarily will not be involved in

interfacing with this Court or be primarily responsible for the Debtors' general restructuring efforts, such as interfacing with this Court to the extent necessary to assist the Debtors in situations where Skadden, Arps is unable to provide such representation. By outlining KBT&F's role as set forth in the Engagement Letter and herein, the Debtors have ensured there will be no duplication of services.

### **BEST INTERESTS OF THE ESTATES**

13. KBT&F's retention is in the best interests of the Debtors, their estates and creditors. The Debtors selected KBT&F as conflicts counsel to the Debtors because of KBT&F's extensive general experience and knowledge, and, in particular, its recognized expertise in litigation and bankruptcy matters of the sort contemplated hereby. Courts have recognized the benefits of retaining special conflicts counsel under such conditions. See In re Sharon Steel Corp., 156 B.R. 14, 16 (W.D. Pa. 1993). As such, KBT&F should be retained as the Debtors' special conflicts counsel.

### **NO ADVERSE INTEREST**

14. To the best of the Debtors' knowledge, KBT&F does not have any connection with the Debtors, their creditors or any other party in interest, or their respective attorneys, except to the extent set forth in the Marks Declaration. KBT&F has informed the Debtors that it represents no interest adverse to the Debtors' estates respecting the matters on which it is to be retained.

15. Where, as here, there is no conflict concerning the subject matter of the proposed special engagement, an application to employ special counsel should be granted. As recognized in In re Carla Leather, Inc., 44 B.R. 457, 474 (Bankr. S.D.N.Y. 1984), aff'd, 50 B.R. 764 (S.D.N.Y. 1985), "[section] 327(e) bars engagement of special counsel only in the presence of an actual conflict of interest concerning the subject matter of the engagement." (citations omitted).

### COMPENSATION

16. Section 328(a) of the Bankruptcy Code authorizes the employment of a professional person "on any reasonable terms and conditions of employment." 11 U.S.C. § 328(a). As KBT&F is likely to render significant legal services as special conflicts counsel, the cost of which cannot be estimated with certainty, it is necessary and essential that the Debtors, as debtors-in-possession, employ KBT&F to render the services described herein.

17. The Debtors understand that KBT&F will apply to the Court for allowance of compensation for professional services rendered and reimbursement of charges and disbursements incurred in these chapter 11 cases in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules for the Southern District of New York, the United States Trustee Fee Guidelines and the orders of this Court. The Debtors understand that such applications will constitute a request for interim payment against KBT&F's reason-

able fees to be determined at the conclusion of the cases. Subject to Court approval, the Debtors understand that compensation will be payable to KBT&F on an hourly basis, plus reimbursement of actual and necessary expenses incurred by KBT&F.

18. The Debtors anticipate that KBT&F will perform services on behalf of both the Debtors and the Debtors' affiliates that are not chapter 11 debtors (the "Non-Debtor Affiliates"). Services performed exclusively for the Debtors will be reflected in fee applications filed with the Court. Services performed exclusively for Non-Debtor Affiliates will be billed directly to such Non-Debtor Affiliates, will not be billed to the estates, and therefore will not be reflected in fee applications filed with the Court. In circumstances where services are rendered to both Debtors and Non-Debtor Affiliates which are for the benefit of both, KBT&F has advised the Debtors that it will allocate a proportional amount of its fees and expenses for such services to such Non-Debtor Affiliates, and will only seek payment from the estates of that portion allocated to the Debtors.

19. The Debtors submit that no new or novel issue of law is presented with respect to the matters contained herein. Because the relevant authorities in support of the requested relief are cited in this application, the Debtors request that the requirement of the service and filing of a separate memorandum of law under Local Bankr. R. 9013-1(b) be deemed satisfied.



WHEREFORE, the Debtors respectfully request that the Court enter an order (i) authorizing the Debtors to retain KBT&F as their special conflicts counsel, as of September 15, 2004, to perform the services described herein and (ii) granting the Debtors such other and further relief as is just and proper.

Dated: New York, New York  
September 22, 2004

RCN Corporation, on behalf of itself  
and the other Debtors, as Debtors and  
Debtors-in-Possession

/s/ Deborah M. Royster

By: Deborah M. Royster  
Title: Senior Vice President, General  
Counsel and Corporate Secretary

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

----- x  
In re : Chapter 11  
RCN CORPORATION, et al., : Case No. 04-13638  
Debtors. : (Jointly Administered)  
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**ORDER UNDER 11 U.S.C. §§ 327(e), 328 AND 329 AND FED.  
R. BANKR. P. 2014 AND 2016 AUTHORIZING THE RETENTION  
OF KASOWITZ, BENSON, TORRES & FRIEDMAN LLP AS  
SPECIAL CONFLICTS COUNSEL TO THE DEBTORS**

Upon the application (the "Application")<sup>1</sup> of the Debtors for entry of an Order Under 11 U.S.C. §§ 327(e), 328 and 329 and Fed. R. Bankr. P. 2014 and 2016 Authorizing the Retention of Kasowitz, Benson, Torres & Friedman LLP as Special Conflicts Counsel to the Debtors, effective as of September 15, 2004; and the Court having reviewed the Application and the Marks Declaration, and the Court being satisfied with the representations made therein that KBT&F represents no interest adverse to the Debtors' estates, that it is a "disinterested person" as that term is defined in Bankruptcy Code section 101(14), as modified by Bankruptcy Code section 1107(b), and that its retention is necessary and in the best interests of the Debtors, their estates, creditors, and parties in interest; and it appearing that notice of

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<sup>1</sup> Unless otherwise defined herein, capitalized terms used but not defined herein shall have the meanings ascribed to them in the Application.

the Application was good and sufficient under the particular circumstances and that no other or further notice need be given; and upon the record herein; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

1. The Application is GRANTED.
2. Pursuant to Bankruptcy Code sections 327(e), 328 and 329, the Debtors, as debtors-in possession, are hereby authorized to retain KBT&F as special conflicts counsel, effective as of September 15, 2004, in accordance with the Engagement Letter, the Application and this order, and KBT&F is authorized to perform the services described therein.
3. KBT&F shall be compensated in accordance with the Application, subject to Bankruptcy Code sections 330 and 331, 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 governing professional compensation in these cases.

4. 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  
\_\_\_\_\_, 2004

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UNITED STATES BANKRUPTCY JUDGE

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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

**DECLARATION OF AARON H. MARKS IN SUPPORT OF THE DEBTORS'  
APPLICATION FOR AN ORDER UNDER 11 U.S.C. §§ 327(e), 328 AND 329,  
AND FED. R. BANKR. P. 2014 AND 2016 AUTHORIZING THE RETENTION  
OF KASOWITZ, BENSON, TORRES & FRIEDMAN LLP AS SPECIAL  
CONFLICTS COUNSEL TO THE DEBTORS**

Aaron H. Marks declares that the following is true and correct:

1. I am an attorney admitted to practice before the United States District Courts for the Southern and Eastern Districts of New York and am a member of the Bar of the State of New York.

2. I am a member of the firm of Kasowitz, Benson, Torres & Friedman LLP ("KBT&F" or the "Firm"), a law firm of more than 160 attorneys, which maintains its principal offices at 1633 Broadway, New York, New York 10019 with offices also in San Francisco, California, Houston, Texas, Atlanta, Georgia, and Newark, New Jersey. I am authorized to make this declaration on the Firm's behalf. This declaration is submitted in support of the Debtors' Application for an Order Under 11 U.S.C. §§ 327(e), 328 and 329 and Fed. R. Bankr. P. 2014 and 2016 Authorizing the Retention of

Kasowitz, Benson, Torres & Friedman LLP as Special Conflicts Counsel to the Debtors (the "Application").<sup>1</sup> Except as otherwise noted, I have personal knowledge of the matters set forth herein and, if called as a witness, would testify competently thereto.

3. Pursuant to an engagement letter, dated September 10, 2004 between RCN Corporation and KBT&F, a copy of which is attached hereto as Exhibit A (the "Engagement Letter"), the Debtors wish to engage KBT&F, as of September 15, 2004, as special conflicts counsel to the Debtors. The terms of employment and compensation set forth in the Engagement Letter and below are consistent with employment and compensation arrangements typically entered into by KBT&F and other firms for the performance of similar services.

4. The Debtors have requested KBT&F to provide legal representation on any matter that would ordinarily be handled by Skadden, Arps, Slate, Meagher & Flom LLP ("Skadden, Arps") as the Debtors' primary bankruptcy counsel, but with respect to which Skadden, Arps cannot provide representation because of a conflict, adverse interest or other connection between Skadden, Arps and such matter. Additionally, KBT&F in particular is being retained in connection with a significant claim asserted against the estates as to which KBT&F has particular expertise.

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<sup>1</sup> Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Application.

5. KBT&F has extensive general experience and knowledge, and, in particular, its recognized expertise in litigation of the sort contemplated hereby.

6. KBT&F has been actively involved in numerous major chapter 11 cases, including in connection with litigation of the sort contemplated in the Application.

### **KBT&F Disclosure Procedures**

7. KBT&F has in the past represented, currently represents, and may in the future represent entities that are claimants or interest holders of the Debtors in matters unrelated to these chapter 11 cases.

8. In preparing this declaration, I used a set of procedures developed by KBT&F to ensure compliance with the requirements of the Bankruptcy Code and the Bankruptcy Rules regarding the retention of professionals by Debtors under the Bankruptcy Code (the "Firm Disclosure Procedures"). Pursuant to the Firm Disclosure Procedures, I performed, or caused to be performed, the following actions to identify the parties relevant to this declaration and to ascertain KBT&F's connection to such parties:

- (a) KBT&F reviewed a list (the "Initial Conflicts Checklist") provided by the Debtors of (i) adverse or potentially adverse parties, including the Debtors, (ii) significant creditors of the Debtors, and (iii) key parties in interest, as identified in the list attached hereto as Exhibit B.

- (b) KBT&F compared each of the parties on the Initial Conflicts Checklist with the names of its current and former clients in its electronic database (the "Client Database"). The Client Database generally includes the name of each current and former client of KBT&F, the contact person at each corporate client and the name of each party known to be adverse or potentially adverse to the client.
- (c) Any matches between the Client Database and the Initial Conflicts Checklist were identified (the "Client Match List").
- (d) An attorney then reviewed the Client Match List and deleted obvious name coincidences and individuals or entities that were adverse to KBT&F's clients in both this matter and the matter referenced on the Client Match List. The remaining client connections with regard to which KBT&F had represented the client were compiled for purposes of this declaration.
- (e) In addition, a memo was distributed to all of KBT&F's attorneys asking whether they were aware of any conflict or potential conflict with the Debtors, its creditors, any other party in interest known to KBT&F, their respective attorneys and accountants (if known to KBT&F), the United States Trustee for the Southern District of New York and known employees of the office of the United States Trustee for the Southern District of New York.

**KBT&F's Connections With Parties Identified In The Initial Conflicts Checklist In Matters Unrelated To These Chapter 11 Cases**

9. As a result of the foregoing Firm Disclosure Procedures, to the best of my knowledge and belief insofar as I have been able to ascertain, neither I, KBT&F, nor member, counsel or associate thereof has any connection with the Debtors, their creditors, any other party in interest known to KBT&F, the United States Trustee for the Southern District of New York and known employees of the office of the United States Trustee for the Southern District of New York, other than as set forth below. Any client connections were reviewed by an attorney working under my supervision, and, from such review, it was determined that, in respect of each connection between



KBT&F and such parties, KBT&F does not hold or represent an interest that is adverse to the Debtors' estates, and that KBT&F is a "disinterested person" as such term is defined in 11 U.S.C. § 101(14) of the Bankruptcy Code for the reasons discussed below.

10. After following the procedures outlined above, it appears that KBT&F's connections with parties in interest are limited to the following:

- (a) KBT&F has represented and continues to represent Metropolitan Life Insurance Co., in a number of litigation and employment matters wholly unrelated to the Debtors' chapter 11 cases;
- (b) KBT&F has represented and continues to represent Silver Point Capital, in a litigation matter that is wholly unrelated to the Debtors' chapter 11 cases;
- (c) KBT&F has represented and continues to represent PB Capital Corporation, in a number of employment matters wholly unrelated to the Debtors' chapter 11 cases;
- (d) KBT&F has represented HSBC Bank USA, as trustee, in litigation matters in connection with its role as special counsel for the Official Committee of Unsecured Creditors of Hechinger Investment Company of Delaware, Inc., et al.; such matters are wholly unrelated to the Debtors' chapter 11 cases; and KBT&F no longer represents HSBC Bank USA in any capacity;
- (e) KBT&F has represented and continues to represent Level 3 Communications, in litigation matters wholly unrelated to the Debtors' chapter 11 cases;
- (f) KBT&F has represented and continues to represent Raymond Cunningham, former CEO of Invesco, in connection with an investigation by the Securities and Exchange Commission and the New York State Attorney General into mutual fund market timing issues wholly unrelated to the Debtors chapter 11 cases;

- (g) KBT&F has represented and continues to represent Citigroup Global Markets Inc., an affiliate of Citigroup Global Asset Management and Citigroup Investments Corporate Loan Fund, Inc., in employment matters wholly unrelated to the Debtors' chapter 11 cases;
- (h) KBT&F has represented and continues to represent News America Incorporated, an affiliate of Fox Movie Channel, Fox News Network LLC, Fox Sports Digital Nets Inc., Fox Sports Chicago, Fox Sports New England, Fox Sports World Espanol, and Fox Sports World LLC in employment matters wholly unrelated to the Debtors' chapter 11 cases;
- (i) KBT&F has represented and continues to represent Oak Hill Advisors, Oak Hill Securities Fund, L.P., Oak Hill Securities Fund II L.P., and Teachers Ins. & Annuity Association in a litigation matter in connection with debt issued by Loewen International Group Inc. that is wholly unrelated to the Debtors' chapter 11 cases;
- (j) KBT&F represented AboveNet, Inc. (f/k/a Metromedia Fiber Network, Inc., and its reorganized subsidiaries, an affiliate of Metromedia Fiber Networks Service, Inc., Metromedia Fiber Systems of New York, Inc. and Metromedia Fiber Systems/McCourt, Inc.) in connection with the chapter 11 cases of Allegiance Telecom, Inc. et al.. KBT&F is not currently representing AboveNet, Inc. in any capacity;
- (k) KBT&F represented Federal Express Corp., in various litigation matters. KBT&F no longer represents Federal Express Corp. in any capacity;
- (l) KBT&F represented Merrill Lynch & Co., a former financial advisor to the Debtors, in the defense against a claim regarding a note to Elder-Beerman Stores Corp., as well as in a response to a subpoena. KBT&F no longer represents Merrill Lynch & Co. in any capacity; and
- (m) KBT&F represented Asia Global Crossing Ltd., a majority-owned subsidiary of Global Crossing Ltd., and certain of its subsidiaries in connection with Asia Global Crossing's chapter 11 cases, including matters adverse to Global Crossing Ltd. KBT&F no longer represents Asia Global Crossing Ltd. or its subsidiaries in any capacity.

The Firm has previously represented, or currently represents official or unofficial committees on which certain creditors of the Debtors may participate in matters that are

unrelated to the Debtors. KBT&F does not believe that any of the foregoing engagements constitutes an impermissible conflict of interest here. Each of such engagements relates to a matter that is unrelated to the Debtors or these chapter 11 cases. I know of no other connections of KBT&F to these cases.

11. KBT&F will continue to apply the Firm Disclosure Procedures as additional information concerning entities having a connection with the Debtors is developed and will file appropriate supplemental disclosure with the Court.

#### **KBT&F's Rates and Billing Practices**

12. The Engagement Letter provides that KBT&F will be compensated with a fee based on its customary hourly rates. KBT&F's current customary hourly rates, subject to change from time to time, are \$475 to \$775 for members, \$200 to \$525 for counsel and associates, and \$90 to \$200 for paraprofessionals. The hourly rates set forth above are KBT&F's standard hourly rates for work of this nature.

13. These rates are set at a level designed to compensate fairly KBT&F for the work of its attorneys and paralegals and to cover fixed and routine overhead expenses. It is KBT&F's policy to charge its clients in all areas of practices for all other expenses incurred in connection with the client's case. The expenses charged to clients include, among other things, telephone and telecopier toll and other charges, mail and express mail charges, special or hand delivery charges, document processing, photocopying charges, travel expenses, expenses for "working meals," computerized research, transcription costs, as well as non-ordinary overhead expenses such as

secretarial and other overtime. KBT&F will charge the Debtors for these expenses in a manner and at rates consistent with charges made generally to KBT&F's other clients and in accordance with the guidelines set forth by the Office of the United States Trustee for the Southern District of New York (the "UST Guidelines"). KBT&F believes that it is more equitable to charge these expenses to the clients incurring them than to increase the hourly rates and spread the expenses among all clients.

14. KBT&F intends to apply to the Court for the allowance of compensation and reimbursement of expenses consistent with the terms of the Engagement Letter, the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules for the Southern District of New York, the UST Guidelines and the orders of this Court.

15. KBT&F anticipates performing services on behalf of both the Debtors and their non-Debtor affiliates. Services performed exclusively for the Debtors will be reflected in fee applications filed with the Court. Services performed exclusively for non-Debtor affiliates will be billed directly to such non-Debtor affiliates, will not be billed to the estates, and therefore will not be reflected in fee applications filed with the Court. In circumstances where services are rendered to both Debtors and non-Debtor affiliates which are for the benefit of both, KBT&F will allocate a proportional amount of its fees and expenses for such services to such non-debtor entities, and will only seek payment from the estates of that portion allocated to the Debtors.

16. Other than as set forth above, there is no prior or proposed arrangement to compensate KBT&F.

17. KBT&F has no agreement with any other entity to share any compensation received, nor will any be made, except as permitted under section 504(b)(1) of the Bankruptcy Code.

18. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: September 22, 2004

/s/ Aaron H. Marks

Aaron H. Marks

**EXHIBIT A**

**KASOWITZ, BENSON, TORRES & FRIEDMAN LLP**

1633 BROADWAY

NEW YORK, NEW YORK 10019-8799

212-506-1700

FACSIMILE: 212-506-1800

700 LOUISIANA STREET  
HOUSTON, TEXAS 77002  
713-230-8800

ONE GATEWAY CENTER  
NEWARK, NEW JERSEY 07102  
973-645-9462

AARON H. MARKS  
212-506-1721

September 10, 2004

Deborah M. Royster, Esq.  
Senior V.P. & General Counsel  
RCN Corporation  
105 Carnegie Center  
Princeton, New Jersey 08540

Re: Terms and Conditions of Engagement

Dear Ms. Royster:

This letter confirms the retention of Kasowitz, Benson, Torres & Friedman LLP ("KBT&F") by RCN Corporation (the "Company") as counsel with respect to matters in which Skadden is conflicted.

KBT&F bills for its services based on the hourly time charges of its attorneys and legal assistants. Disbursements (e.g., duplicating, postage, telefax, and other similar expenses) are billed at cost and are charged separately. Bills are rendered on a monthly basis and are payable on receipt.

We are required to advise you that, under state law, in the event of any fee dispute between you and KBT&F involving a sum of more than \$1,000 but less than \$50,000, you have the option to seek resolution of such dispute in an arbitration proceeding conducted pursuant to Part 137 of the Rules of the Chief Administrator of the Courts of the State of New York.

Please return an executed original and keep one copy for your files.

KASOWITZ, BENSON, TORRES & FRIEDMAN LLP

Deborah M. Royster, Esq.  
RCN Corporation  
September 10, 2004  
Page 2

We look forward to working with you.

Sincerely,

KASOWITZ, BENSON, TORRES  
& FRIEDMAN LLP

By:   
Aaron H. Marks

AGREED:

By: 

Deborah M. Royster, Esq.  
RCN Corporation

cc: Jan Baker, Esq.



**EXHIBIT B**

**RCN CORPORATION AND SUBSIDIARIES  
CONFLICTS LIST**

**Senior Lenders**

JPMorgan Chase Bank  
1888 Fund, Ltd.  
AIMCO CDO Series 2000-A  
AIMCO CLO Series 2001-A  
Allstate Insurance Company  
Allstate Life Insurance Company  
Amara-1 Finance Ltd.  
Amara-2 Finance Ltd.  
American Express Asset Management  
Archimedes Funding II, Ltd.  
Archimedes Funding III, Ltd.  
Bain Capital Inc.  
Bank of Montreal  
Bank One, N.A.  
BDC Finance LLC  
BDCM Opportunity Fund, LP  
Bear Stearns & Co. Inc.  
Bingham CDO L.P.  
Black Diamond Capital Management, LLC  
BNP Paribas  
Canpartners Investments IV LLC  
Canyon Capital Advisors LLC  
Canyon Capital CDO 2001-1  
Centurion CDO II, Limited  
Ceres Finance, Ltd.  
Ceres II Finance, Ltd.  
Citigroup Global Asset Management  
Citigroup Investments Corporate Loan Fund, Inc.  
Credit Opportunities Funding, Inc.  
Credit Suisse Asset Management  
Credit Suisse First Boston  
CypressTree Investment Partners II  
CypressTree Investment Partners I  
CyprusTree Investment Management Co.  
Deephaven Distressed Opportunities  
Deutsche Bank AG  
Diversified Credit Strategies Fund  
Eaton Vance Management (a/k/a Senior Debt Portfolio)

ELT Ltd  
Epsilon Global Master Fund LP  
Epsilon Global Master Fund II LP  
Fleet National Bank  
Goldman Sachs Credit Partners L.P.  
Great Point CBO 1998-1  
Guggenheim Partners  
Hamilton CDO Ltd.  
HFR DS Strategic Opportunity Master Trust  
Highland Capital Management, L.P.  
Highland Crusader Offshore Partners  
IBM Credit LLC (f/k/a IBM Credit Corporation)  
ING Capital Advisors, Inc.  
INVESCO  
KD Distressed and High Income Master Fund C.V.  
KD Distressed and High Income Securities Fund LP  
KS Capital Partners, L.P.  
KS International  
KZH CypressTree-1 LLC  
KZH ING-2 LLC  
KZH Sterling LLC  
Lispensard Street Credit (Master) Ltd.  
Longacre Master Fund Ltd  
Magma CDO Ltd.  
Merrill Lynch Credit Products  
Metropolitan Life Insurance Co.  
Mizuho Global, Ltd.  
ML CLO XIX Sterling (Cayman) Ltd.  
Nuveen Senior Income Fund  
Oak Hill Advisors  
Oak Hill Securities Fund, L.P.  
Oak Hill Securities Fund II, L.P.  
Oasis Collateral High Income Port.-1  
One Group High Yield Bond Fund  
PAM Capital Funding LP  
Pamco Cayman Ltd.  
Paribas Capital Funding LLC  
PB Capital Corporation  
PPM America Special Investments  
Redwood Master Fund, Ltd.

Satellite Asset Management  
Satellite Senior Income Fund, LLC  
Sea Pines Funding LLC  
Seneca Capital, L.P.  
Sequils ING I (HBDGM), Ltd.  
SIL Loan Funding LLC  
Silver Point Capital  
Spirer IV Loan Trust 2003-A  
SPCP Group, LLC  
SPS High Yield Loan Trading  
SRS Strategies (Cayman), L.P.  
Stanfield Capital Partners LLC  
Stanfield CLO, Ltd.  
Stanfield Quattro CLO, Ltd.  
Stanfield/RMF Transatlantic CDO, Ltd.  
Stellar Funding, Ltd.  
Strata Funding Limited  
SunAmerica Senior Floating Rate Fund  
Thermopylae Funding Corp.  
TRS Callisto LLC  
UBS AG, Stamford Branch  
Upper Columbia Capital Company, LLC  
Wachovia Bank National Association  
Windsor Loan Funding Limited  
York Capital Management, L.P.  
Chase Securities, Inc.  
Merrill Lynch Capital Corp.  
Morgan Stanley Senior Funding

**Junior Credit Facility (Evergreen)**

Evergreen High Yield Bond Fund  
Evergreen Income Advantage Fund Evergreen  
Strategic Income Fund  
Evergreen Utility and Telecommunications Fund  
Evergreen VA High Income Fund  
Evergreen VA Strategic Income Fund  
HSBC Bank USA  
Sentinel Capital Markets Income Fund  
Sentinel High Yield Bond Fund

**3% Beneficial Owners of Notes**

Bay Harbour Management

Centennial Bank Trust Department  
Charles Schwab Investment Management  
Credit Suisse Asset Management, LLC  
Deutsche Bank Securities  
Deutsche Bank Asset Management Americas  
First Investors Management Company, Inc.  
Fiserv Securities  
Fortis Investment Services  
Greywolf Capital Partners II LP  
HBV Capital Management  
JP Morgan Chase  
Lampe Conway & Company, L.L.C.  
Loeb Partners  
Luxor Capital Partners Offshore Ltd  
Mason Capital Ltd.  
Mason Capital L.P.  
Memorial Capital Corporation  
Milfam LLC  
Nomura International PLC  
Q Investments  
RBC Investment Management  
Romulus Holdings, Inc.  
Silfen Investment Partners  
TCW Asset Management  
Tudor Investment Corporation  
Teachers Ins. & Annuity Association  
Wholesale Realtors Supply  
York Capital Management LP

**Indenture Trustee - Notes**

The Chase Manhattan Bank

**Exit Financing Parties**

Deutsche Bank AG Cayman Islands Branch  
Deutsche Bank Securities Inc.

**5% Beneficial Owners of Common Stock**

HM4 RCN Partners  
Level 3 Delaware Holdings, Inc.  
Walter Scott, Jr.  
Vulcan Ventures Inc.

**RCN Preferred Stock Holders**

Hicks Muse Fund IV  
Hicks, Muse, Tate & Furst  
Vulcan Ventures Inc.  
Wells Fargo & Company

**Officers and Directors**

Paul T. Bradshaw  
Peter Brodsky  
James Q. Crowe  
John S. Dubel  
Alfred Fasola  
John D. Filipowicz  
Patrick T. Hogan  
Anthony M. Horvat  
Richard R. Jaros  
Predeep Mangla  
David C. McCourt  
Kevin McGann  
Edward O'Hara  
Thomas P. O'Neill III  
Eugene Roth  
Deborah M. Royster  
Walter E. Scott, Jr.  
Michael B. Yanney

**Landlords**

A.M. Glick Realty Trust  
Allen Glick  
Arlington Center Garage and Service Corporation  
Charles Christie  
David T. Rubin  
EOP-Riverside Project, L.L.C.  
Glenridge Realty Trust  
HP. Trust  
Joe Cunningham Remodeling and Construction, Inc.  
R.K. Associates, Inc.  
212 Associates, LLC  
Belhaven Avenue C. LLC  
Broad and Noble Associates, Inc.  
Carmen Masci  
CBS Corporation

C-Tec Cable Systems, Inc.  
Dolores Masci  
J. Medlar T/A Uniform Supply Service  
John F. Harkins & Patricia A. Harkins  
Jon K. Miller  
Joseph E. Bakes  
Liberty Property Limited Partnership  
Mericle Properties  
Monarch, Inc.  
Robert K. Mericle  
Stephen Fogt and Robert Dedert  
Van R. Kloiber and Geralyn M. Kloiber  
Wilson Park Ltd.  
1401 S. Jeffers on, LLC  
535 North Michigan Avenue Condominium  
Association  
Board of Trade of the City of Chicago  
G.F.L.P  
The Chestnut Place Associates  
The Drexel Towers Apartments  
The Habitat Company  
Town Management Corp.  
Waterton Printers' Square, LLC  
William Bodnarchuk  
2551 North Clark Associates  
A&P Management  
Boys and Girls Club of Chicago  
Burnham Park Plaza Associates  
California 225 West Washington, Inc.  
Carl Sandburg Village Condominium Association II  
Christopher House  
Firstar Bank Illinois (f/k/a First Colonial Trust Co.)  
James Runnion  
Kass Management  
Katz Realty and Investment Corporation  
L&L Building Corp. c/o Reebie Stoarge & Moving  
Co., Inc.  
Moss Investment  
Murdoch, Coll & Lillibridge, Inc.  
MW-CPAG Holdings, LLC  
Rayan Brothers Enterprises, Inc.  
Smith Property Holdings Superior Place, LLC

The Lurie Company  
Tomo and Adella Matanic  
Torstenson Glass Company  
100 & 200 Clarendon LLC  
200 Berkeley & 197 Clarendon LLC  
225 Franklin Street LLC  
340 Associates LLC  
Abbey Landmark Operating, LLC  
Allen Glick  
American Venture 594 Corporation  
Atlantic-Quincy Realty LLC  
Bearnfed, Inc  
Boylston 425 Limited Partnership  
BP Prucenter Acquisition LLC  
Bronx Park Associated, LP  
Cameron Real Estate, Inc.  
Concord Property Management  
Dennis A. Dyer  
Edward P. Goll  
Financial District Investors Limited Partnership  
George Oulton III and Nancy C. Oulton  
Glenborough Properties, LP  
Glick Realty Trust  
John Hancock Life Insurance Company  
Louise G. Allen  
Louise G. Allen & Paul Allen as Trustees of the  
    Louise Allen Insurance Trust  
Paradigm 313 Washington, LLC  
Regency Plaza Bromfield LLC  
The Louise Allen Insurance Trust  
The Marlin Realty Corporation  
William T. Conti  
225 Franklin Street LLC  
255 State Street LLC  
81-83 Boylston Street Realty Trust:  
Arnold Bloom  
Barbara Burley  
Boston Edison Company  
Boston-America Realty Trust  
Boynton Yards Associates LLC  
Church Realty Trust  
EOP-125 Summer Street LLC

Glynnis Burgdoff  
GTI Properties Inc.  
Irving Lefkowitz  
James C. Dow  
John A. Walsh  
Liberty Mutual Insurance Company  
Moshe Ariel  
MSP Summer Street LLC  
Norfolk Realty Trust  
North Beacon 155 Associates, LLC  
Paradigm 31 Milk LLC  
River Street Realty Trust  
Rosemary Office Associates LP  
Sigmond Lefkowitz  
Starwood Paradigm Franklin LLC  
Stephen Danzansky  
Thomas Wold  
WB Tremont LLC  
Alan Rosenfield  
CGMD, LLC  
David Mareira  
Fieldcom Realty Trust  
Philip Rosenfield  
Robert P. Dion  
Robert Rosenfield  
1133 Building Corp.  
79-87 Ave. C., LLC  
80 W.E.T.H. Corp.  
Argonaut Holdings, Inc.  
Broadcast Estates Associates  
Carmel Associates  
CDC IXIS Financial Guaranty Services, Inc.  
Edmund Bernstein  
Grant & Bauman Partnership  
Hudson Telegraph Associates, LP  
Jetblue Airways Corporation  
George Soros  
Joseph Ende  
Julio Villas  
Rockrose Development Corp.  
Traditional Casket Co., Inc.  
Boston Properties Limited Partnership

Deborah Sperberg  
PS Business Parks, LP  
Robertson Properties, LC  
Sycon Corporation  
West Little Creek, LLC  
Westwood Village, LLC  
Carson Industrial Park Partners  
Clark Metals, Inc.  
Copper and Brass Sales, Inc.  
Cornerstone Suburban Office, LP  
Cornerstone Ventures, Inc.  
F.W. Spencer & Son, Inc.  
HPMC Pacific Plaza LLC  
J&R Realty Company  
John W. Clark  
Koll Cornerstone II  
Mitsubishi Electric & Electronics USA., Inc.  
Oscar Douoian  
Steven M. David  
The Cambay Group, Inc  
The Klabin Company  
1920 L Street LLC  
300 4<sup>th</sup> Street Limited Partnership  
5756 Georgia LLC  
BDC Derekwood LLC  
Columbia Realty Venture  
Consortium Two-2100 M Street, LLC  
Dani's Properties  
East-West LLC  
Fields Road Joint Venture  
First FSK Limited Partnership  
George Winkler  
GTW Properties, LLC  
Lawrence D. Limited Partnership  
MDG Companies  
Michael Arkin  
P&G Partnership  
Southgate at Washington Business Park, Inc.  
Washingtonian Properties Limited Partnership  
340 Associates LLC  
Carnegie Center Associates Princeton 202  
Associates Limited Partnership

Christopher House  
Margaret Realty Trust  
Mericle Properties  
Robert K. Mericle  
10000 Derekwood Lane, LLC  
340 West LLC  
419 Boylston Street Realty  
AM Glick Realty Trust  
Apparel Center Owners  
BGE  
Boston America Realty Trust  
Central Locating Service Ltd.  
Charles E. Smith Residential Realty  
Ciminello Property Associates  
Comed  
Con Edison  
Current Solutions Electric  
Dominion Virginia Power  
Eport 600, LLC  
FW Spencer & Sons Inc.  
Garage Management Corporation  
Glenborough Fund IX LLC  
J&G Cleaning  
JSE Woodside F.L.P  
Lee Buffington  
Mericle 100 Baltimore LLC  
Mesne Properties  
Met Ed  
Milford Management  
PECO Energy Company  
PP&L  
PS Business Parks Inc. Loc #10  
PSE&G Co.  
RDP Management Inc.  
Royal Realty Corp.  
STCC Assistance Corp.  
Strategic Energy LLC  
Waste Management  
Wells Avenue  
Wesley Jessen Corp  
Wakefield Municipal Gas and Light Department  
Siemens Enterprise Networks LLC

Southern California Edison

**Material Litigation**

City of Chicago  
Chicago Access Corp.

**Material Contracts - Software Agreement Parties**

Active Software, Inc.  
Anacomp, Inc.  
Architel Systems Corporation  
Ceon Corporation  
Clarify Inc.  
Computer Generation Incorporated  
CAP Gemini America Inc.  
Granite Systems, Inc.  
Group 1 Software, Inc.  
Hyperion Solutions Corporation  
IET Intelligent Electronics, Ltd.  
Kennan Systems Corporation  
KPMG Consulting LLC  
Oracle Corporation  
PeopleSoft USA, Inc.  
Primus Knowledge Solutions, Inc.  
Quest Software, Inc.  
The Allied Group, Inc.  
Vertex Inc.  
Westmark Harris Advisors, Inc.

**Material Contracts – Pole Attachment Agreements**

Commonwealth Telephone Company of Pennsylvania  
PECO Energy Company  
The Town of Wakefield, Massachusetts' Municipal  
Gas and Light Department  
Boston Edison Company  
NSTAR Communications, Inc.  
The Board of Selectmen of the Town of Wakefield,  
Massachusetts  
Bell Atlantic–Maryland, Inc.  
Consolidated Edison Company of New York, Inc.  
Illinois Bell Telephone Company (a/k/a Ameritech-  
Illinois)

Massachusetts Electric Company  
Metropolitan Edison Company  
New England Telephone and Telegraph Company  
(d/b/a Bell Atlantic–New England)  
New York State Electric & Gas Corporation  
New York Telephone Company  
Pacific Gas and Electric Company  
Pennsylvania Power & Light Company  
Potomac Electric Power Company  
Sylvan Lake Telephone Company  
The Bell Telephone Company of Pennsylvania  
Time Warner Cable of New York City  
Virginia Electric and Power Company (d/b/a Vir-  
ginia  
Power)  
Wakefield Community Access Television  
Bell Atlantic–Pennsylvania, Inc.  
City of Seattle  
Clapp Research Associates, P.C.  
Commonwealth Edison Company  
Department of Water and Power of the City of Los  
Angeles  
Global Lightwave  
GTE California Incorporated (n/k/a Verizon  
California)  
GTE Northwest Incorporated (n/k/a Verizon  
Northwest)  
Pacific Bell  
PG&E  
Puget Sound Energy, Inc.  
US West Communications, Inc.  
Verizon California Inc.

**Material Contracts – Programming Agreements**

A&E Television Networks  
A.D. Vision, Inc.  
Affiliate Sales and Marketing, Inc.  
American Movie Classics Company  
Atom Television Group  
Brief Original Broadcasts, LLC  
CNBC, Inc.

Colorado Satellite Broadcasting Inc.  
C-TEC Cable System Services, Inc. (n/k/a  
Commonwealth Telephone Enterprises, Inc.)  
Discovery Communications, Inc.  
E! Entertainment Television, Inc.  
Fox Cable Network Services, LLC  
FX Networks, LLC  
HSN LP  
Japan Network Group, Inc.  
Madison Square Garden, LP  
Marantha Broadcasting Company, Inc.  
MSNBC Cable LLC  
National Broadcasting Company, Inc.  
National Cable Television Cooperative:  
NBC Cable Networks  
New England Sports Network Limited Partnership  
Oxygen Cable, LLC  
Romance Classics  
SportsChannel Chicago Associates  
SportsChannel New England Limited Partnership  
SportsChannel Pacifica Associates  
Sundance Channel, LLC  
TechTV, LLC  
Tower Distributions Company  
TVB (USA) Inc.  
TVN Entertainment Corporation:  
Valuevision Media, Inc.  
Warner Home Video

**Material Contracts – Peering Agreements**

Accretive Networks, Inc  
AT&T Corp.  
Broadwing Communications (f/k/a Cincinnati Bell)  
Comdisco  
Concert Global Networks Services Ltd.  
Data Xchange  
DISC/DREN Business Unit of AT&T Corp.  
Electric Lightwave Inc.:  
Equinox Operating Company, Inc.  
Genuity Solutions Inc.  
ICG NetAhead Inc.  
Japan Telecom America

KDDI Corporation  
Primus Telecommunications, Inc.  
Swisscom AG

**Material Contracts – Dark Fiber/IRU Agreements**

21<sup>st</sup> Century Telecom Services, Inc.  
ACSI Network Technologies, Inc.  
Allegiance Telecom, Inc.  
American University  
Broadview Networks, Inc.  
Cogent Communications, Inc.  
CSX Fiber Networks LLC  
First World Communications, Inc.  
Genentech, Inc.  
Global NAPs Network  
GT Group Telecom Services (USA) Corp.  
KeySpan Communications Corp.  
Level 3 Communications, LLC  
Massachusetts' Municipal Gas and Light Department  
McLeodUSA Telecommunications:  
Metromedia Fiber Networks Services, Inc.  
Metromedia Fiber Systems of New York, Inc.  
Metromedia Fiber Systems/McCourt, Inc.  
Neon Optica, Inc.  
NextG Networks, Inc.  
Northeastern University  
NSTAR Communications, Inc.  
Partners HealthCare Systems, Inc.  
QWEST Communications Corporation  
SAVVIS Communications Corporation  
SUNESYS, Inc.  
Teleport Communications Boston  
The Town of Wakefield  
The Trustees of Columbia University in the City of  
New York  
Tufts University  
Yipes Enterprise Services, Inc.  
NEES Communications, Inc.

**Material Contracts – Capital and**



**Equipment Agreements**

Applied Financial, Inc.  
Mirapoint, Inc.  
Siemens Credit Corporation

**Material Contracts - Benefits/Payroll**

American Express  
Automatic Data Processing  
Aetna Middletown  
Benefit Concepts Inc.  
Ceridian  
Cigna  
Computershare Limited  
First Priority HMO  
Humana Health Plan Inc.  
Keystone Health Plan Central  
Marsh@Worksolutions  
Mellon Investor Services  
NEC Corp.  
Penn St. Geisinger Health Plan  
Plan Advisory Services  
Snelling Personnel Services  
Spectera, Inc.  
Talk  
Tufts Health Plan  
Work & Well, Inc.

**Material Contracts - Call Center**

Affinitas Corporation  
Aspect Communications  
Blue Pumpkin Software  
Call Center Resources, Inc  
Corporate Collection Services  
Decision One Corporation  
North Shore Agency, Inc.  
Online Interpreters, Inc  
Voicelog  
Witness Systems

**Material Contracts - Wireless CPE, Cable & Misc.**

Acterna

Boise Cascade Office Products  
CH Robinson Worldwide Inc.  
Commscope  
Contec Corporation  
Corning Gilbert Inc.  
Eagle Comtronics Inc.  
Harmonic Inc.  
Linksys.  
Motorola  
NDS America, Inc.  
Nextel Communications  
Passive Devices, Inc. (PDI)  
Power & Telephone Supply  
Scientific Atlanta  
Tellabs  
Times Fiber Communications, Inc.  
Tollgrade Communications Inc.  
Toshiba America Information Systems Inc.  
TVC Incorporated  
UEC Technologies  
Verizon Wireless  
Webb Mason  
Wright Express

**Insurance Carriers**

Aegis Insurance Services Inc.  
American Venture Corp.  
AON Corp.  
Cananwill Inc.  
Connecticut General Life Insurance Company  
FBO Liberty Mutual Insurance  
Lumbermens Mutual Insurance Company (a/k/a  
Kemper Insurance)  
Reliance Standard Life  
Saul Metcho  
Seabury and Smith  
Saint Paul Fire and Marine  
XL Specialty Ins. Co.

**Material Contracts - Information Technology**

(I) Structure  
Alltel/CTSI

AMDOCS  
Aptis  
CEON Corp.  
Convergys IMG  
Crystal Information Technology  
Dell Corporation  
DST Innovis Inc  
IBM  
Intec  
Microsoft  
Neustar  
Republic Bank  
RJS Associates Inc.  
RJS Software Systems Inc.  
RTP Technology Corporation  
Software Spectrum  
Synergy Networks Inc.  
Systems 170  
Trident USA  
Veritas Software Corporation  
Vision Information Technology

**Material Contracts - Mail**

Federal Express  
GE Capital  
Pitney Bowes Credit Corp.  
US Post Service  
US Postmaster

**Material Contracts - Marketing**

Adams Outdoor Advertising LP  
Advanced Magazine Publishers  
Affinitas Corporation  
Bernard Hodes Group  
Chowder  
Clear Channel Communications  
Comtec Telservices Inc.  
Epsilon, A Relizon Company  
Evergreen Sales & Marketing Inc  
Hatteras Press  
HN Media & Marketing  
Infini Solutions

Midlantic Color Graphics  
Protocol Marketing Group  
Rocky & Rockwell Advertising  
Suburban Mailing Services  
The Morning Call  
The Telemarketing Company

**Material Contracts - Network**

Alltel Information Services  
Arris  
Bigband Networks Inc.  
Ciena Communications Incorporated  
Cisco Systems  
Core Communications, Inc.  
Extreme Networks Inc.  
Fujitsu Telecom Solutions  
General Bandwidth  
Global Data  
Lucent Technologies Incorporated  
Marconi Corporation PLC  
Nortel Networks  
Openwave Systems  
Phase 3 Communications Inc.  
Seachange International  
SS8 Networks, Inc.  
Switch and Data  
Uunet Technologies Inc.  
Zhone Technologies, Inc.

**Material Contracts - Network Cost**

Williams Communications LLC  
Ameritech  
Amtrak  
Bellsouth  
Cable & Wireless USA Inc.  
Commonwealth Telephone Company  
Covad Communications  
CTSI  
Focal  
Global Crossing  
Illuminet  
Level 3 Communications

MCI  
MFS Telecom Inc.  
Nees Communications  
New York Access Billing LLC  
SCE  
SNET  
Sprint  
Sprint United  
TCI  
Teleglobe USA Inc.  
Verizon Advanced Data  
Verizon Communications Corp.  
Verizon-Retail  
Verizon-Wholesale  
Worldcom  
XO Communications

**Material Contracts - Programming**

Accuweather Channel (WFMZ)  
Arts & Entertainment Network  
Black Entertainment Television  
Cable Guide  
Cinemax  
Classic Sports Network  
Comcast Sportsnet  
Country Music Television  
Discovery Digital Networks  
Discovery Channel/ABC Cable Networks  
Disney Channel  
ESPN  
ESPN 2  
ESPN Affiliates  
Fox Movie Channel  
Fox News Network LLC  
Fox Sports Digital Nets Inc.  
Fox Sports Chicago  
Fox Sports New England  
Fox Sports World Espanol  
Fox Sports World LLC  
Galavision  
HBO  
International Channel

Lifetime Entertainment Services  
Lifetime Television  
Manhattan Neighborhood Network  
MTV Networks  
Music Choice  
MSNBC  
New Video Channel America (BBC America)  
NGC Networks US LLC  
Oxygen Cable LLC Affiliate  
Pennsylvania Cable Network  
Playboy Entertainment Group Inc.  
Showtime Networks Inc.  
Sportschannel Pacific  
Starz Encore Group  
The Erotic Networks  
The Health Network  
The History Channel  
The National Network  
TV Guide  
TV Guide Networks, Inc.  
USA Network  
WGN  
Womens Entertainment  
Yankees Entertainment and Sports

**Material Contracts - RCN Entertainment**

BTL Production Services, Inc.  
Cast & Crew Talent Services, Inc.  
Cast and Crew production Payroll, Inc.  
Crew Production Services, Inc.  
Outward Bound, Inc.  
Discovery Communications, Inc.  
TPS Jeunesse  
Great Plains National Instructional Television  
Library  
Decode Entertainment, Inc.  
Loris Lunsford  
Loris Kramer  
Sungate Partners, Inc.  
Marathon International  
The United Nations  
Games Productions, Inc.

Walter Dean Myers  
Overbrook Films, LLC  
Ellen Wittlinger  
Mr. Knife Productions, Inc.  
Gail Carson Levine  
Curtis Brown, Ltd.  
International Family Entertainment, Inc. (d/b/a ABC  
Family and Fox Kids International Programming  
A.V.V.)  
Showtime Networks, Inc.  
International Family Entertainment, Inc.  
Zack Productions, Inc.  
Manhattan Transfer/Edit, Inc.  
Jim Arnosky  
Walden Media LLC  
SeaStar Books (a Division of North South Books)  
Great Plains Network  
WNED-TV  
Nebraskans For Public Television on Behalf of  
Great Plains National  
Bantam Doubleday Dell Books  
Community Television of Southern California  
The Strategy Licensing Company, Inc.  
Citysearch.com  
Writers Guild of America, East, Inc.  
Writers Guild of America, West, Inc.  
TVN Entertainment Corporation  
Arthur Yorinks  
ASIS Productions, Inc.  
Community Television of Southern California  
Goldhill Home Media International, Inc.  
Lois Lowry

**Material Contracts - Joint Venture**

NSTAR Communications  
Pepco Communications, Inc.

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