

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re

RCN CORPORATION, et al.,

Debtors.

Chapter 11

Case No. 04-13638 (RDD)

(Jointly Administered)

AMENDED AFFIDAVIT OF MAILING

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

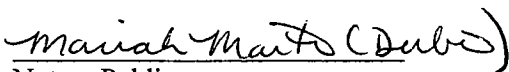
TIRZAH GORDON, being duly sworn, deposes and says:

1. I am over the age of eighteen years and employed by Bankruptcy Services LLC, 757 Third Avenue, New York, New York and I am not a party to the above-captioned action.
2. On September 23, 2004, I caused to be served the following:
 - a) "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 Dechert LLP As Special Conflicts Counsel to the Debtors" dated September 23, 2004 to which is attached "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 Dechert LLP As Special Conflicts Counsel to the Debtors", dated September 23, 2004, (collectively the "Dechert Application"), a copy of which is attached hereto as Exhibit "A", and
 - b) "Affidavit of Martin J. Black 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 Dechert LLP As Special Conflicts Counsel to the Debtors", (the "Black Affidavit"), a copy of which is attached hereto as Exhibit "B",

by causing true and correct copies of the Dechert Application and Black Affidavit, to be delivered by first class mail to those parties listed on the annexed Exhibit "C".


Tirzah Gordon

Sworn to before me this
28th day of September, 2004


Notary Public

MARIAH TIFFANY MARTIN
Notary Public, State Of New York
No. 01MA6076302
Qualified In Suffolk County
Commission Expires June 24, 2006

EXHIBIT “A”

Objection Deadline: October 8, 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 DECHERT LLP AS
SPECIAL CONFLICTS COUNSEL TO THE DEBTORS**

PLEASE TAKE NOTICE that on September 23, 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 Dechert LLP ("Dechert") 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 Dechert on the terms described in the Application (the "Hearing").

PLEASE TAKE FURTHER NOTICE that if no written objections to Dechert'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 9, 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) Dechert LLP, 1717 Arch Street, Philadelphia, PA 19103, Attention: Martin J. Black, 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 8, 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 23, 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 8, 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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**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 DECHERT 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 Dechert LLP ("Dechert"), nunc pro tunc to September 14, 2004, as special conflicts counsel to the

Debtors. In support of this application, the Debtors rely on the Affidavit of Martin J. Black 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 Dechert LLP as Special Conflicts Counsel to the Debtors (the "Black Affidavit").¹ 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 04-15505 (RDD) through 04-15508 (RDD), filed voluntary petitions in this Court for

¹ The Debtors incorporate by reference the facts set forth in the Black Affidavit.

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, and 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 Dechert, nunc pro tunc to September 14, 2004, as special conflicts counsel in these chapter 11 cases, pursuant to the terms and provisions of the Engagement Letter (as defined in the Black Affidavit), this application, the Black Affidavit, 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 Dechert 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 Dechert provide legal representation on matters 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, including (1) the resolution of certain patent infringement claims (the "Claims") asserted against them and (2) any other matters specifically requested by the Debtors and agreed to by Dechert, to the extent Dechert does not represent or hold any interest adverse to the Debtors or their estates with respect to such matters.

BASIS FOR RELIEF

7. Pursuant to the Engagement Letter, the Debtors wish to engage Dechert as their special conflicts counsel. 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 Dechert and other firms for the performance of similar services. The Debtors believe Dechert is well-qualified to

provide the representation described herein, especially since it has significant familiarity with the Claims.

8. The Debtors submit that the retention of Dechert 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)).

9. 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 Dechert as special conflicts counsel falls squarely within the scope of and purpose for which Congress enacted section 327(e).

SPECIAL PURPOSE

10. Dechert'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 resolution of the Claims and any other limited matters specifically requested by the Debtors and agreed to by Dechert, to the extent such representation does not create any interest adverse to the Debtors or their estates with respect to such matters. The Debtors expect that otherwise Skadden, Arps will represent the Debtors with respect to the conduct of these chapter 11 cases.

CONDUCT OF THE CASES

11. Dechert's proposed retention is for the discrete matters referenced above, and Dechert will not be rendering services typically performed by a debtor's general bankruptcy counsel. Among other things, Dechert will not be responsible for the Debtors' general restructuring efforts. Although Dechert may, for instance, be before this Court to the extent necessary to assist the Debtors in resolving the Claims

or other matters for which Dechert has been retained by the Debtors, by outlining Dechert'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

12. Dechert's retention is in the best interests of the Debtors, their estates, and their creditors. The Debtors selected Dechert as their special conflicts counsel because of Dechert's extensive general experience and knowledge with respect to the Claims, among other reasons.

13. Courts have recognized the benefits of retaining special counsel under such conditions. See In re Sharon Steel Corp., 156 B.R. 14, 16 (W.D. Pa. 1993) (noting that appointment of special counsel will "eliminate the possibility of derailing reorganization because the expertise and knowledge of pre-petition counsel in the areas of their prior service will be maintained" and "result in significant cost savings"). Dechert is well-suited to serve as special conflicts counsel and to ensure that the Claims are resolved and these cases proceed in an efficient and successful manner. As such, Dechert should be retained as the Debtors' special conflicts counsel.

NO ADVERSE INTEREST

14. To the best of the Debtors' knowledge, the members of Dechert do not have any connection with the Debtors, their creditors, or any other parties in interest,

except to the extent set forth in the Black Affidavit. Dechert has represented that it neither holds nor represents any interest adverse to the Debtors or their estates with respect to the Claims or any other matter related to these cases, except as disclosed and described in the Black Affidavit.

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 the costs of the services Dechert would render to the Debtors cannot be estimated with certainty, it is necessary and essential that the Debtors, as debtors-in-possession, employ Dechert to render the services described herein.

17. The Debtors anticipate that Dechert may 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 any of the Non-Debtor Affiliates would be billed directly to such Non-Debtor Affiliates and would not be

billed to the Debtors' estates. To the extent Dechert performs services on behalf of both the Debtors and the Non-Debtor Affiliates for the benefit of both, Dechert would allocate a proportional amount of its fees and expenses for such services to such non-debtor entities, and it would only seek payment from the estates of that portion allocated to the Debtors.

18. As set forth in the Engagement Letter, with respect to services rendered on behalf of the Debtors, Dechert may provide monthly statements and would file fee applications pursuant to Bankruptcy Code sections 330 or 331, the Local Bankruptcy Rules for the Southern District of New York, the Fee Guidelines promulgated by the Executive Office of the United States Trustee, the order establishing procedures for interim compensation and reimbursement of expenses of professionals, entered by this Court on June 22, 2004, and any other order of this Court.

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 Dechert as their special conflicts counsel, nunc pro tunc to September 14, 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 23, 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

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In re	:	Chapter 11
RCN CORPORATION, <u>et al.</u> ,	:	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 DECHERT LLP
AS SPECIAL CONFLICTS COUNSEL TO THE DEBTORS**

Upon the application (the "Application")¹ 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 Dechert LLP as Special Conflicts Counsel to the Debtors, nunc pro tunc to September 14, 2004; and the Court having reviewed the Application and the Black Affidavit, and the Court being satisfied with the representations made therein that Dechert represents no interest adverse to the Debtors' estates with respect to the matters for which it is to be retained, 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 the Application was good and sufficient under the particular circumstances and that no other or further notice need

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

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 Dechert as special conflicts counsel, nunc pro tunc to September 14, 2004, in accordance with the Engagement Letter, the Application and this order, and Dechert is authorized to perform the services described therein.
3. With respect to services rendered on behalf of the Debtors, Dechert 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

UNITED STATES BANKRUPTCY JUDGE

EXHIBIT “B”

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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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COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF PHILADELPHIA)

1. My name is Martin J. Black. I am over twenty-one years of age, of sound mind, in all respects qualified to make this affidavit, and have personal knowledge of the facts stated herein. I am a partner in the law firm of Dechert LLP ("Dechert" or the "Firm") and practice in its offices located at 1717 Arch Street, Philadelphia, Pennsylvania 19103. This affidavit 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 Dechert LLP as Special Conflicts Counsel to the Debtors (the "Application").¹

2. Pursuant to the engagement letter, dated September 22, 2004 (the "Engagement Letter"), the Debtors wish to retain Dechert, nunc pro tunc to September 14, 2004, as their special conflicts counsel. A copy of the Engagement Letter is attached hereto as Exhibit A and is incorporated herein by reference. 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 Dechert and other firms for the performance of similar services.

3. The Debtors propose to retain Dechert to represent them in (1) the resolution of certain patent infringement claims (the "Claims") asserted against them and (2) any other matters specifically requested by them and agreed to by Dechert, to the extent Dechert does not represent or hold any interest adverse to the Debtors or their estates with respect to such matters.

4. With offices in New York, Philadelphia, Washington, D.C., Boston, Charlotte, Princeton, Harrisburg, Hartford, Newport Beach, Palo Alto, San Francisco, London, Luxembourg, Brussels, Frankfurt, Munich, and Paris, Dechert is a full-service law firm with broad experience and expertise in the fields of intellectual

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

property, bankruptcy, corporate reorganization, and debtors' and creditors' rights, as well as in many other areas of practice.

5. Dechert has represented the Debtors since 1999 in connection with the Claims and related issues, and it is familiar with such issues. Dechert has also represented the Debtors since 1997 in general intellectual property, labor, and immigration matters, among other matters.

6. Based on the conflicts searches conducted to date by Dechert's Conflicts Department (which, upon information and belief, included searches of Dechert's client records going back into the 1970s) and described herein, to the best of my knowledge, neither I, the Firm, nor any member of the Firm holds or represents any interest adverse to the Debtors or their estates with respect to the Claims or any other matter related to these cases, except as disclosed and described herein.

7. Dechert and certain of its partners, counsel, and associates may have in the past represented, may currently represent, and likely in the future will represent parties-in-interest of the Debtors in connection with matters unrelated to the Debtors and these cases. Dechert has searched its electronic database for any connection to the Debtors and their affiliates and to the entities and individuals included on the conflicts list provided by the Debtors, a copy of which is attached hereto as Exhibit B and is incorporated herein by reference.

8. Except as set forth herein, to the best of my knowledge, information, and belief, Dechert has not and will not represent any party listed on Exhibit B in any matter related to these cases.

9. Although not necessarily relevant for the purposes of 11 U.S.C. § 327(e), attached hereto as Exhibit C and incorporated herein by reference are the material results of Dechert's conflicts searches and, specifically, a list of the entities and individuals that Dechert has represented and may continue to represent, or that have affiliates or corporate relatives that Dechert has represented and may continue to represent, in matters unrelated to the Claims and to these cases.

10. The information listed below may have changed without our knowledge and may change during the pendency of these cases. I or another member of the Firm will update this Affidavit as necessary when we become aware of new material information.

11. Dechert has also represented Music Choice in these cases in connection with an ongoing contractual relationship with the Debtors. Dechert has not billed substantial time on such matter and does not expect to bill significant additional time thereon. Moreover, Dechert anticipates obtaining a waiver from Music Choice with respect to Dechert's proposed representation of the Debtors. Finally, the Debtors have not requested that Dechert represent them on any specific matter involving Music Choice and, in the event such representation would create an

interest adverse to the Debtors or their estates with respect to such matter, Dechert will not represent the Debtors with respect thereto.

12. To the best of my knowledge, information, and belief, no actual conflict of interest exists with respect to the simultaneous representation of the Debtors at this time.

13. The Engagement Letter provides that Dechert will be compensated with a fee based on its customary hourly rates. Dechert's current customary hourly rates, subject to change from time to time, range from \$230 to \$650 for attorneys and from \$135 to \$195 for non-lawyer personnel who may work on this matter. These hourly rates are Dechert's standard hourly rates for work of this nature.

14. These rates are set at a level designed to compensate fairly Dechert for the work of its attorneys and paralegals and to cover fixed and routine overhead expenses. It is Dechert'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 expenses, transcription costs, and non-ordinary overhead expenses such as secretarial and other overtime. Dechert will charge the Debtors for these expenses in a manner and at rates consistent with charges made generally to Dechert's other clients. Dechert 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.

15. Dechert may perform services on behalf of both the Debtors and the Non-Debtor Affiliates (as defined in the Application). Services performed exclusively for any of the Non-Debtor Affiliates will be billed directly to such Non-Debtor Affiliates and will not be billed to the Debtors' estates. To the extent Dechert performs services on behalf of both the Debtors and the Non-Debtor Affiliates, for the benefit of both, it will allocate a proportional amount of its fees and expenses for such services to such non-debtor entities, and it will only seek payment from the estates of that portion allocated to the Debtors.

16. As set forth in the Engagement Letter, with respect to services rendered on behalf of the Debtors, Dechert may provide monthly statements and will file fee applications pursuant to the Bankruptcy Code sections 330 or 331, the Local Bankruptcy Rules for the Southern District of New York, the Fee Guidelines promulgated by the Executive Office of the United States Trustee, the Bankruptcy Court's interim compensation order, dated June 22, 2004, and any other Bankruptcy Court order.

17. Dechert will endeavor to manage effectively its attorney, paralegal, clerk, and support staff so as to avoid duplicating services with the Debtors' other attorneys in these cases, including Skadden, Arps, Slate, Meagher & Flom LLP, the Debtors' general bankruptcy counsel.

18. Dechert has not entered into any payment sharing agreements pursuant to its representation of the Debtors.

19. According to information provided by Dechert's accounting department, within the twelve months before the petition date of the Initial Debtors (as defined in the Application), Dechert was paid a total of approximately \$152,000 for services rendered to the Debtors and to Non-Debtor Affiliates, subject to continuing reconciliation.

20. As of the Initial Debtors' petition date, the Debtors and the Non-Debtor Affiliates owed Dechert \$34,000 for legal services previously rendered. Dechert has received payments from certain Non-Debtor Affiliates in full satisfaction of these obligations and in partial satisfactions of certain post-petition obligations.

21. Debtor RCN Corporation currently owes Dechert approximately \$2,000 for post-petition services rendered, subject to continuing reconciliation.

22. I am the partner at Dechert who will bear primary responsibility for supervising the representation for which authority is sought.

23. I am generally familiar with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules of this Court.

24. Dechert's bankruptcy attorneys working on these cases have read and are familiar with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules of this Court.

25. Dechert is competent to represent the interests of the Debtors on whose behalf representation is now sought in all proceedings now pending or which may be reasonably expected in these cases.

26. The Dechert attorneys working on these cases will conduct themselves in accordance with the local rules, customs, and procedures of this Court.

/s/ Martin J. Black
Martin J. Black

Sworn to and subscribed
before me this 23rd day
of September, 2004
/s/ Sharon M. Anglim
Notary Public

EXHIBIT A

Martin J. Black
Direct Tel: 215.994.2884
martin.black@dechert.com

September 22, 2004

Deborah M. Royster
Senior Vice President, General Counsel,
and Corporate Secretary
RCN Corporation
105 Carnegie Center
Princeton, New Jersey 08540

Dear Deborah:

We have found it helpful in connection with an engagement to set forth our expectations regarding billing and our understanding of the scope of our representation and the services you expect us to perform.

This will confirm the arrangement, effective as of September 14, 2004, under which we will perform legal services for RCN Corporation and its debtor affiliates (collectively, the "Debtors") in their bankruptcy cases (the "Cases") filed with the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), as well as for RCN Corporation's non-debtor affiliates (the "Non-Debtor Affiliates" and, together with the Debtors, the "Company"). Specifically, we will represent the Company in (1) the resolution of certain patent infringement claims against it and (2) any other matters specifically requested by it and agreed to by us, to the extent we do not represent or hold any interest adverse to the Debtors or their estates with respect to such matters. Our acceptance of this representation does not involve an undertaking to represent you, your interests, or any other affiliate, individual or entity other than as described above.

Services performed exclusively for any of the Non-Debtor Affiliates will be billed directly to such Non-Debtor Affiliates and will not be billed to the Debtors' estates. To the extent we perform services on behalf of both the Debtors and the Non-Debtor Affiliates, for the benefit of both, we will allocate a proportional amount of our fees and expenses for such services to such non-debtor entities, and we will only seek payment from the estates of that portion allocated to the Debtors.

With respect to services rendered on behalf of the Debtors, we may provide monthly statements and will file fee applications pursuant to the Bankruptcy Code sections 330
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September 22, 2004
Page 2

or 331, the Local Bankruptcy Rules for the Southern District of New York, the Fee Guidelines promulgated by the Executive Office of the United States Trustee, the Bankruptcy Court's interim compensation order, dated June 22, 2004, and any other Bankruptcy Court order.

Our fees will be based primarily upon hourly rates which the firm establishes for each member of our staff who provides legal services to clients. Our present hourly rates for the lawyers expected to work on this matter range from \$230 to \$650; and the rates for non-lawyer personnel who may work on this matter range from \$135 to \$195. These rates are subject to periodic adjustment by the firm, based on factors such as increased costs affecting our practice and enhanced expertise and experience of the lawyers and other personnel working on the matter, and the adjusted rates will apply to all services performed thereafter.

Monthly statements and/or fee applications will include itemized charges for expenses and services such as filing fees, duplicating, messenger and delivery services, overnight mail, toll telephone, travel, staff overtime and computerized legal research. You authorize us to incur all such costs as are reasonable and necessary to our representation. Please note that there are often unavoidable delays in reporting disbursements and other charges, and not all such charges will be billed at the same time as the related legal services.

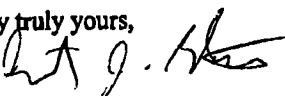
While this letter is intended to deal with the specific legal services described above, these terms and conditions will also apply with respect to any additional legal services that we may subsequently agree to provide.

This letter and our representation of the Debtors are subject to prior to Bankruptcy Court approval.

September 22, 2004
Page 3

If the above does not reflect your understanding of the extent of our representation and the basis for our charges, please advise me promptly. If this letter correctly sets forth our understanding, please sign and return a copy of this letter.

Very truly yours,



Dechert LLP

Accepted:

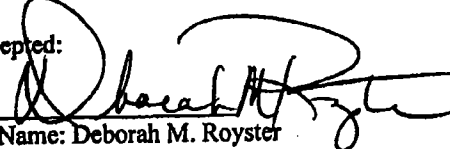
By: 
Name: Deborah M. Royster

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.
 Sequis ING I (HBDGM), Ltd.
 SIL Loan Funding LLC
 Silver Point Capital
 Spiret 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. Jefferson, 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
Firststar 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
 Bearnetfed, 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 Lefkovitz
 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 Lefkovitz
 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 4th 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 Agree-
ments**

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

21st 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
Altell/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

Altel 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.

**Bankruptcy Professionals &
 Restructuring Advisors**

AlixPartners
 AP Services, LLC
 Balfour Associates

Bankruptcy Services LLC
 The Blackstone Group
 Capstone Corporate Recovery
 Chanin Capital Partners, LLC
 Communication Technology Advisors LLC
 Innisfree M&A Incorporated
 Jay Alix & Associates
 Milbank, Tweed, Hadley & McCloy LLP
 Simpson, Thacher & Bartlett LLP
 Skadden, Arps, Slate, Meagher & Flom LLP
 Swidler Berlin Shereff Friedman, LLP
 Winston & Strawn LLP

Non-Bankruptcy Professionals

Acosta & Skawski, P.C.
 AlternaDev LLC
 Anna Wakherr
 Andrew Katsock, III Esq.
 Arshack & Hajek, P.C.
 Arturi, D'Argenio & Guaglardi, LLP
 Bartlett & Leader-Picone LLP
 Boornazian, Jensen & Garthe
 Cahill Gordon & Reindel
 Cohen, Dax & Koenig, PC
 Cohn Bracaglia & Gropper PC
 Cole, Schotz, Meisel, Forman & Leonard, PA
 Collier, Jacob & Mills
 Connors & Connors, P.C.
 Dechert LLP
 Epstein Becker & Green, PC
 Ernst & Young LLP
 Experian Information Solutions Inc.
 Fagel Haber, LLC
 Fragomen, Del Ray, Bernsen & Loewy
 Hanify & King
 Harrington & Lombardi
 Henry S. Perkin PC
 Howard Jump, Esq.
 Ingber Aronson
 J.A. Trevino y Abogados Asociados
 Janice G. Roven, Esq.
 John Gerard Devlin & Associates

John Zachara
 Kane Reece Associates
 Killarney & Rava
 KPMG
 Klein, Dub & Holleb, Ltd
 Kramer, Levin, Naftalis & Frankel, LLP
 Law Office of Steven J. Tegrar
 Law Offices of John Gunheim
 Law Offices of Robert R. Poindexter
 Lewis, Johs, Avalone, Aviles & Kaufman LLP
 Margolis Edelstein
 Morgan Lewis & Bockius
 PDA Group, LLC
 Pepper, Hamilton LLP
 Phoenix Executive Group
 Piper Rudnick LLP
 Pryor Cashman Sherman & Flynn LLP
 Reed Smith LLP
 Richard S. Becker & Associates
 Ropers, Majeski, Kohn & Brentley
 Rubin Winston Diercks & Cooke, LLP
 Schiff Hardin & Waite
 Schiffman & Jacobs
 Shaw Pittman
 Sonnenschein, Nath & Rosenthal
 Spencer Stuart
 Stevens & Lee, PC
 Verde, Steinberg & Pontell, LLC
 Wagenfeld, Levine

**Accountants, Investment Bankers &
 Underwriters during past 3 years**
 Allen & Co.
 Communications Equity Associates
 Greenbridge Partners (a/k/a Greenbridge Group)
 Greenhill & Co.
 JP Morgan
 Paragon Capital Partners
 PricewaterhouseCoopers

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 Lewis A. Kaplan

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Martin R. Goldberg
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Stephen C. Robinson
Theodore H. Katz
Thomas P. Griesa
Victor Marrero
Whitman Knapp
William C. Conner
William H. Pauley III

Stuart M. Bernstein
Cecelia G. Morris

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Allen L. Gropper
Arthur J. Gonzalez
Burton R. Lifland
Cornelius Blackshear
Prudence Carter Beatty
Richard L. Bohanon
Robert D. Drain
Robert E. Gerber

EXHIBIT C

RCN Bankruptcy - Dechert active clients (of affiliates to Dechert active clients)

Page 1

Allstate Insurance
American Express Asset Management (American Express Co.)
Bank of Montreal
Bank One (JP Morgan/Bank One)
BNP Paribas
Citigroup Global Asset Management (Citigroup, Inc.)
Citigroup Investments Corporate Loan Fund
Credit Suisse Asset Management
Credit Suisse First Boston
Deutsche Bank AG
Fleet National Bank (Bank of America/FleetBoston Financial)
Goldman Sachs Credit Partners (Goldman Sachs and Co.)
Highland Capital Management
ING Capital Advisors (ING Groep)
INVESCO
JP Morgan Chase
Merrill Lynch Credit Products (Merrill Lynch & Co.)
Mizuho Global Ltd.
Oak Hill Advisors
Paribas Capital Funding (BNP Paribas)
PB Capital Corp.
PPM America Special Investments (PPM America)

Page 2

Seneca Capital
SunAmerica Senior Floating Rate Fund (AIG SunAmerica)
UBS AG
Wachovia Bank
Chase Securities, Inc. (JP Morgan Chase)
Merrill Lynch Capital Corp. (Merrill Lynch & Co.)
Morgan Stanley Senior Funding (Morgan Stanley)
HSBC Bank USA
Charles Schwab Investment Management
Credit Suisse Asset Management, LLC (Credit Suisse First Boston)
Deutsche Bank Securities (Deutsche Bank AG)
Deutsche Bank Asset Management Americas
JP Morgan Chase
Teachers Insurance & Annuity Association (TIAA-Cref)
The Chase Manhattan Bank
Deutsche Bank AG Cayman Island Branch
Deutsche Bank Securities, Inc.
TCW Asset Management
Fortis Investment Services (Fortis Bank)

First Investors Management Co.

Page 3

C-Tec Cable Systems (C-Tec Corporation)
David McCourt
Wells Fargo & Co.

Page 4

CDC IXIS Financial Guaranty

Page 5

Mitsubishi Electric and Electronics
PP&L
Siemens Enterprise Networks (Siemens AG)
Waste Management

Page 6

Commonwealth Telephone of Pennsylvania
KPMG Consulting LLC
Oracle Corp.
Time Warner Cable
US West Communications
Verizon California (Verizon Corp.)
Vertex, Inc.

Page 7

Comdisco
Fox Cable Network Services (News Corp.)
National Broadcasting Co.
The Trustees of Columbia University

Page 8

Aetna Middletown (Aetna Corp.)
American Express
AON Corp.
Applied Financial, Inc.
Aspect Communications
Cigna
Mellon Investor Solutions (Mellon Bank)
Penn State Geisinger Health
Saint Paul Fire
Siemens Credit Corp. (Siemens AG)
Talx
Verizon Wireless

Page 9

Cable and Wireless USA Inc.
Cisco Systems
Dell Corporation
Extreme Networks, Inc.
Focal
GE Capital (General Electric)
Pitney Bowes
United States Postal Service

Page 10

Verizon Communications
Worldcom
Comcast Sportsnet (Comcast Corp.)
Fox News, Fox Sports, Fox Movie (News Corp.)
Music Choice
MTV Networks
The United Nations

Page 11

Winston and Strawn
Ernst and Young

Page 12

KPMG
JP Morgan
PriceWaterhouseCoopers
Piper Rudnick LLP

Page 13

No conflicts

EXHIBIT “C”

TIME: 13:40:52
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